



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Thursday, April 23, 2020

6:00 PM

City Council Chambers, 221 East Main St.

SPECIAL NOTE TO MEMBERS OF THE PUBLIC:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some City Council members may be present in the chamber while others may attend the meeting via videoconferencing.

This meeting can be viewed live online at www.roundrocktexas.gov/replay or www.roundrocktexas.gov/tv, or viewed on Spectrum Channel 10 and U-Verse Channel 99.

Members of the public that wish to speak during citizen communication or a public hearing need to visit www.roundrocktexas.gov and register ahead of time via the link provided in the calendar entry for this meeting.

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. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2018 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-1484](#) [Consider proclaiming May 4-8, 2020 as "Air Quality Awareness Week" in the City of Round Rock.](#)

F. APPROVAL OF MINUTES:

- F.1 [TMP-1474](#) [Consider approval of the minutes for the April 9, 2020 City Council meeting.](#)

G. RESOLUTIONS:

- G.1 [2020-0110](#) [Consider a resolution authorizing the Mayor to execute an Engagement Letter with Cindy Bourland for legal services related to the Texas Comptroller's proposed amendments to rules regarding sales taxes.](#)
- G.2 [2020-0097](#) [Consider a public hearing regarding, and resolution expressing no objection to the creation of an affordable senior multi-family housing development located at 1551 Red Bud Lane.](#)
- G.3 [2020-0098](#) [Consider a resolution authorizing the Mayor to execute a Development Agreement with Cornerstone Associates, LLC regarding an affordable senior multi-family housing development located at 1551 Red Bud Lane.](#)
- G.4 [2020-0099](#) [Consider a resolution granting consent to the annexation of 1.40 acres of land into the boundaries of the Highlands at Mayfield Ranch Municipal Utility District.](#)
- G.5 [2020-0100](#) [Consider a resolution rejecting the bid submitted by Austin Traffic Signal Construction Co. for the Hesters Crossing/La Frontera Traffic Signal Project.](#)
- G.6 [2020-0101](#) [Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation for the Railroad Crossing Quiet Zones Project.](#)
- G.7 [2020-0102](#) [Consider a resolution authorizing the Mayor to execute an Exchange Deed to exchange property between the City of Round Rock and Cressman Enterprises, LP in connection to the Kenney Fort Boulevard Right-of-Way Project.](#)
- G.8 [2020-0103](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the funding for the construction of the University Boulevard Improvement - A.W. Grimes to SH 130.](#)
- G.9 [2020-0104](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Seiler Lankes Group, LLC for the University Boulevard - A.W. Grimes to SH 130 Project.](#)
- G.10 [2020-0105](#) [Consider a resolution authorizing the Mayor to execute a Contract with Alpha Paving for the 2019 Street Maintenance Program \(SMP\) Neighborhood Streets Project.](#)
- G.11 [2020-0106](#) [Consider a resolution authorizing the Mayor to execute a Contract with Texas Materials for the 2020 Street Maintenance Program \(SMP\) Arterials Project.](#)

- G.12 [2020-0107](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to a 0.714-acre tract of land from property owned by Community Homeowners Association of Lake Forest, Inc., required for construction of proposed Gattis School Road improvements.](#)
- G.13 [2020-0108](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Babb Investments, L.L.C. for the purchase of a 0.121-acre parcel required for construction of Gattis School Road \(Phase 3\).](#)
- G.14 [2020-0109](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Challenger School Foundation for the purchase of a 0.367-acre parcel required for construction of Gattis School Road \(Phase 3\).](#)
- G.15 [2020-0111](#) [Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy Corporation - MidTex Division in its application filed on or about February 28, 2020.](#)
- H. ORDINANCES:**
- H.1 [2020-0112](#) [Consider an ordinance authorizing the issuance of City of Round Rock, Texas Limited Tax Note, Series 2020; levying an Ad Valorem Tax in support of the Note; awarding the sale of the Note; and authorizing other matters related to the issuance of the Note. \(First Reading\)\(Second Reading Not Required\)](#)
- H.2 [2020-0113](#) [Consider an ordinance authorizing the issuance of City of Round Rock, Texas General Obligation Refunding Bond, Series 2020; levying an Ad Valorem Tax in support of the Bond; awarding the sale of the Bond; approving a Paying Agent/Registrar Agreement and an Escrow Agreement; calling certain Obligations for Redemption; and authorizing other matters related to the issuance of the Bond. \(First Reading\)\(Second Reading Not Required\)](#)
- H.3 [2020-0114](#) [Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificate of Obligation, Series 2020A; levying an Ad Valorem Tax and pledging certain surplus revenues in support of the Certificate; awarding the sale of the Certificate; and authorizing other matters related to the issuance of the Certificate. \(First Reading\)\(Second Reading Not Required\)](#)
- I. APPOINTMENTS:**
- I.1 [TMP-1483](#) [Consider one \(1\) appointment to the Historic Preservation Commission to fill a vacancy.](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**K. 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 17th day of April 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming May 4-8, 2020 as "Air Quality Awareness Week" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1484



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the April 9, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director:

Cost:

Indexes:

Attachments: 04092020 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1474



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, April 9, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some Council members were be present in the chamber while others attended the meeting via videoconferencing.

This meeting was able to be viewed live online at www.roundrocktexas.gov/replay or www.roundrocktexas.gov/tv, or viewed on Spectrum Channel 10 and U-Verse Channel 99.

Members of the public that wished to speak during citizen communication or a public hearing were able to register ahead of time via the link provided in the calendar entry for this meeting.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, April 4, 2020 in the City Council Chambers, located at 221 E. Main Street, Round Rock, Texas. Mayor Morgan called the meeting to order at 6:01 PM.

ROLL CALL

Present:	7 - Mayor Craig Morgan Mayor Pro-Tem Writ Baese Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery
Absent:	0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

APPROVAL OF MINUTES:

- E.1** [TMP-1430](#) Consider approval of the minutes for the March 26, 2020 City Council meeting.

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to approve the minutes. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

STAFF PRESENTATIONS:

- F.1** [TMP-1440](#) Consider a presentation regarding the City's current financial status.

Susan Morgan, CFO made the staff presentation.

Mayor Morgan went out of the regular order of the agenda and considered the following items:

ORDINANCES:

- I.1** [2020-0094](#) Consider public testimony regarding, and an ordinance rezoning 3.31 acres located northeast of the intersection of CR 117 and Red Bud Lane from the C-2 (Local Commercial) zoning district to the PUD (Planned Unit Development) No. 119 zoning district. (First Reading)*

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

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Young, to approve the first reading of this Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

I.2 [2020-0095](#)

Consider public testimony regarding, and an ordinance rezoning 3.63 acres located northeast of the intersection of CR 117 and Red Bud Lane from the OF-1 (General Office) zoning district to the PUD (Planned Unit Development) No. 119 zoning district. (First Reading)*

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

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

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

A motion was made by Councilmember Flores, seconded by Councilmember Montgomery, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

I.3 [2020-0096](#)

Consider public testimony regarding, and an ordinance zoning 1.47 acres generally located northeast of the intersection of CR 117 and Red Bud Lane to the Planned Unit Development (PUD) No. 119 zoning district. (First Reading)*

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

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

A motion was made by Councilmember Flores, seconded by Councilmember Montgomery, to approve the first reading of the Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

Mayor Morgan resumed with the regular order of the agenda.

RESOLUTIONS:

- G.1** [2020-0085](#) Consider a resolution postponing the General and Special elections to be held May 2, 2020 until November 3, 2020.

Stephanie Sandre with the City Attorney's Office made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

- G.2** [2020-0086](#) Consider a resolution authorizing the Mayor to execute a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company for participation in the OMNIA Partners Public Sector Cooperative.

Susan Morgan, CFO, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

G.3 [2020-0088](#)

Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Iteris, Inc. for Traffic Signal Timing Services.

Gary Hudder, Transportation Services Director made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

G.4 [2020-0089](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Weingarten Realty Investors for the purchase of a 0.231-acre parcel required for the construction of Gattis School Road (Phase 3).

Gary Hudder, Transportation Services Director made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 0

G.5 [2020-0077](#)

Consider a resolution authorizing the Mayor to execute a Contract with Thalle Construction for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion to 30 MGD Project.

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

G.6 [2020-0090](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Alan Plummer Associates, Inc. for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion (Construction Phase Services) Project.

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

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

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

G.7 [2020-0091](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in a 0.366-acre tract of land from property owned by Texas Land Fund No. 6, L.P. for the Brushy Creek Regional Utility Authority (BCRUA) Phase 2 Raw Water Delivery Project.

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

A motion was made by Councilmember Flores, seconded by Councilmember Montgomery, that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement in the following parcel of land for the BCRUA Phase 2 Raw Water Delivery Project: a 0.366-acre of land from property owned by Texas Land Fund No. 6, L.P., as described in Exhibit A of the resolution. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

G.8 [2020-0092](#)

Consider a resolution approving a Chapter 380 Economic Development Program for 200 E. Austin Ave., LLC.

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

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

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

G.9 [2020-0093](#)

Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with 200 E. Austin Ave., LLC regarding the construction certain on-site and streetscape improvements at 200 E. Austin Ave.

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

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

Ayes: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nayes: 0

Absent: 0

PUBLIC HEARINGS:**H.1** [TMP-1425](#)

Consider public testimony regarding the development of the Community Development Block Grant (CDBG) 2020-2021 Annual Action Plan.

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

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

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**ADJOURNMENT**

There being no further business, Mayor Morgan adjourned the meeting at 8:40PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Engagement Letter with Cindy Bourland for legal services related to the Texas Comptroller's proposed amendments to rules regarding sales taxes.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A, 1295

Department: City Manager's Office

Text of Legislative File 2020-0110

RESOLUTION NO. R-2020-0110

WHEREAS, the City of Round Rock desires to retain legal services related to the Texas Comptroller's proposed amendments to rules regarding sales taxes; and

WHEREAS, Cindy Bourland has submitted an engagement letter to provide said services; and

WHEREAS, the City Council wishes to enter into said engagement letter with Cindy Bourland, 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 engagement letter with Cindy Bourland, a copy of said engagement letter 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

April 10, 2020

VIA ELECTRONIC MAIL

City of Round Rock
c/o Mayor Craig Morgan
221 East Main Street
Round Rock, Texas 78664

Re: Engagement Agreement

Dear Mayor Morgan:

Please allow this letter to serve as an engagement agreement for the City of Round Rock (the "Client" and/or "you") to hire my firm for consultation and representation regarding proposed rule changes by the Comptroller relating to local sales tax. The Client will be our only client in this matter and our representation is limited to the matter described in this letter. The following paragraphs outline the terms of our agreement. It is my distinct honor to be able to represent the City and I look forward to working with the City Council and City Attorney on this case.

This letter will cover our billing practices and the scope of our representation. Our billing practices are slightly different from some law firms and hopefully will be viewed favorably by you. We do not charge for internal office expenses such as copying, long distance phone calls, facsimile charges, staff overtime or other related overhead items. It is necessary, however, for us to pass along charges incurred from outside vendors such as court reporters, process servers, expert witnesses, copy services (for large copying projects), and FedEx/UPS charges, as well as court costs, filing fees, and any travel costs related to this case. Additionally, if this case requires electronic research, you will be charged a fee for that service, which will be based on the duration of usage and discounted from the market rate set by the provider. Please understand that all outside vendor invoices in an amount of \$400.00 or above will be forwarded to the Client, and it is the Client's responsibility to directly and timely pay the vendors. The Client will still be responsible for outside charges that are less than \$400.00, but we will pay those directly and they will be included as a pass-through expense on our monthly firm invoice.

Each month, we will send an invoice that specifically sets forth all work that has been performed and any pass-through expenses that have been incurred for the month. At that time, we encourage you to closely scrutinize the invoice. We are very conscious of attorneys' fees and expenses and will prudently try to ensure that you are billed fairly and responsibly. Should you ever have any questions or comments regarding our bills, we request that you let us know immediately so that we can have an opportunity to discuss your concerns and attempt to resolve them to your satisfaction.

Engagement Agreement

April 10, 2020

Page 2 of 3

I will be the lead attorney working on this matter. However, if it becomes necessary or cost-effective to assign tasks to others to help me, I will do so. The hourly rates for others who may assist with your case are:

Cindy Olson Bourland	\$475.00
Contract Attorneys	\$150.00 – 350.00
Associate Attorneys	\$150.00 – 250.00
Paralegals	\$ 75.00
Law Clerks	\$ 75.00

The hourly fee amount is billed to our clients based on 1/10 of an hour increments. For example, 0.1 hours is equal to 6 minutes, 0.2 hours is equal to 12 minutes, etc.

Additionally, we have agreed that my legal fees for this matter will not exceed \$150,000, unless approved in advance by the City. I will inform you if and when the fees are getting close to that cap. Please understand that, given the scope of this matter and the potential for legal proceedings that make take a substantial amount of time, including the possibility of filings in district court and related appeals, it is certainly possible that legal fees could reach or exceed that cap. It is impossible for me to predict now how long the City might need my representation in this matter and, consequently, I am unable to make an estimate of total legal fees at this juncture. However, I will certainly inform you in advance before fees exceed \$150,000, so that the City can decide how to proceed in such event.

Given the scope of the matter involved in this representation, it also may be necessary to associate with or bring in other various legal and economic specialists. Should that become advantageous or necessary to best serve the City's needs in this matter, I will make such a recommendation and will work with the City Attorney to choose such specialists. The cost of any such associated counsel or experts will be borne by the Client, as an outside expense and representation, and such experts will not be paid by my firm, nor will such amount be counted toward the \$150,000 cap discussed in the paragraph above.

The place of performance of this agreement is Williamson County, Texas. All fees and expenses are payable at the address of the law firm. Further, the Client agrees and acknowledges that the law firm has not made any representation or guarantee as to the outcome of this case, and that the nature of such representation and/or litigation makes it very hard to predict any total amount of legal fees that will be incurred or any particular outcome, given all of the factors and issues involved in this case. This written agreement contains the entire agreement of the parties. There are no terms of our agreement that are not contained in this written agreement.

Please also be advised that the Client may discharge the law firm at any time. If the Client becomes displeased or dissatisfied with the legal services of the law firm, the Client shall give written notice to the law firm. The notice shall be by certified mail, return receipt requested. The Client and the law firm will make all reasonable efforts to resolve

any problem that arises. If no resolution is reached, the law firm will withdraw at the Client's written request.

The law firm may also withdraw from further representation for any of the following reasons: the Client fails to pay fees or expenses required under this agreement; the Client fails to cooperate and comply fully with any reasonable request of the law firm; the Client engages in conduct or makes statements that render it unreasonably difficult for the law firm to carry out the purposes of its employment; and/or the Client fails to abide by any of the terms of this agreement. Before the law firm withdraws from its representation of the Client, the law firm shall give ten days' written notice to the Client. The notice shall be by certified mail, return receipt requested. In addition, the Client agrees and acknowledges that the law firm may withdraw if the Client fails either to pay an invoice in full or to replenish a retainer (when applicable) within sixty (60) days.

It is our firm policy to maintain your files for a period of three (3) years after the conclusion of our representation of you. You hereby authorize us to destroy your files three (3) years from the conclusion and/or resolution of your case, unless you instruct us otherwise before the end of said three (3) year period and make arrangements to pick up your case files.

It is my intention to vigorously represent the City in this matter. With that goal in mind, however, I am also very careful to follow the ethical guidelines and the local customs and practices. If a situation ever arises where we feel that the actions being requested by the Client violate any of the local practices and customs or the ethical rules, we will inform you.

To ensure that there is no confusion regarding our fee agreement, please sign this letter in the space provided below indicating your agreement to the terms and conditions of our representation.

Should you have any questions or comments regarding this agreement, please contact me before you sign it so that we can discuss them. Also, please do not hesitate to contact me if you need additional information at this time.

Sincerely,

BOURLAND LAW FIRM, P.C.

A handwritten signature in blue ink that reads "Cindy Olson Bourland". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Cindy Olson Bourland

AGREED:

City of Round Rock

By: _____

Its: _____
(Printed name and title)

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:
2020-608111

Date Filed:
04/15/2020

Date Acknowledged:

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

Bourland Law Firm, P.C.
Round Rock, 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.

000000
Legal services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bourland, Cynthia Olson	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Cynthia Olson Bourland, and my date of birth is [REDACTED].

My address is P.O. Box 546, Round Rock, TX, 78680, 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 15th day of April, 20 20.
(month) (year)

C. J. O. Bld. Pres.
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a public hearing regarding, and resolution expressing no objection to the creation of an affordable senior multi-family housing development located at 1551 Red Bud Lane.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

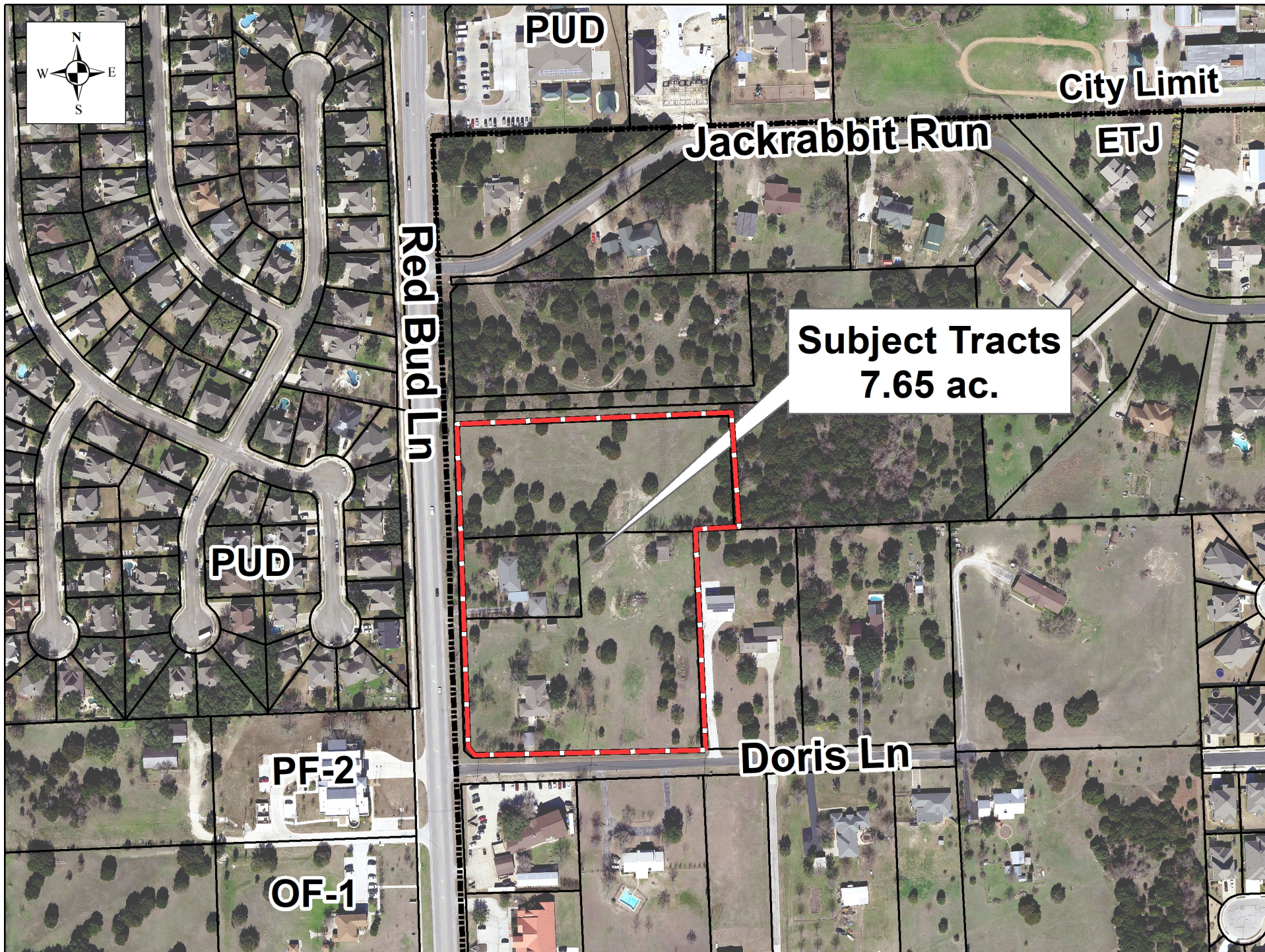
Indexes:

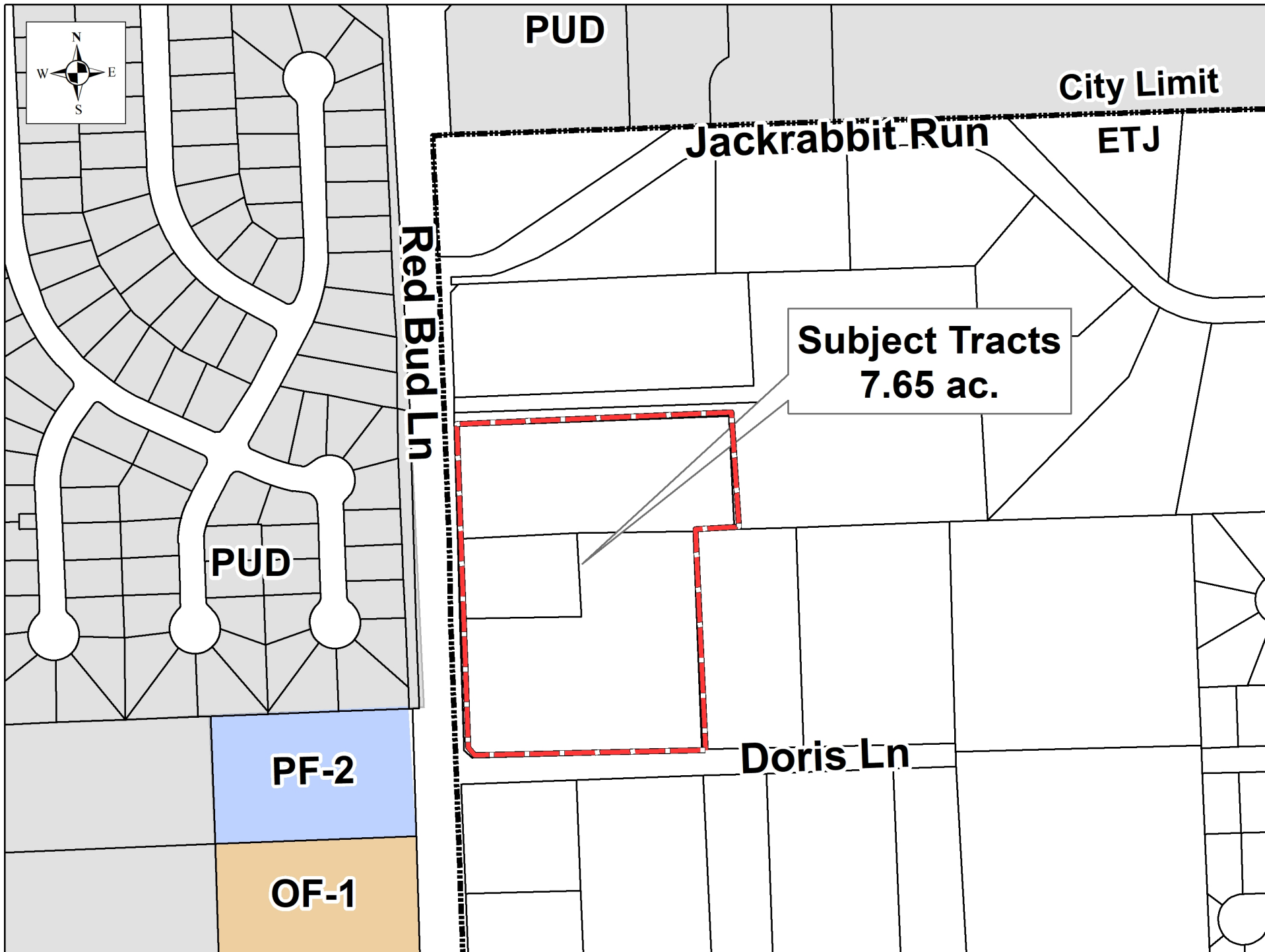
Attachments: Aerial photo, Vicinity Map with surrounding zoning, Res-00443804.DOC

Department: Planning and Development Services Department

Text of Legislative File 2020-0097

Cornerstone Associates LLC is planning to build an affordable senior housing development at 1551 Red Bud Lane, which is currently located in the City's ETJ (extraterritorial jurisdiction). They are also pursuing low income housing tax credit financing from the Texas Department of Housing and Community Affairs. The resolution is a requirement of the financing application. Cornerstone Associates LLC will request annexation into the City, which will then make the property subject to the City's development regulations.





RESOLUTION NO. R-2020-0097

WHEREAS, Cornerstone Associates, LLC (the “Applicant”) proposes a development for affordable senior multi-family housing (the “Affordable Housing”) that will be located at 1551 Red Bud Lane, Round Rock, Williamson County, Texas; and

WHEREAS, the Affordable Housing is currently in the extraterritorial jurisdiction of the City of Round Rock; and

WHEREAS, the Applicant agrees to request annexation into the corporate boundaries of the City; and

WHEREAS, the Applicant proposes to apply for financing for the Affordable Housing, including Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, the City of Round Rock has conducted a public hearing to take testimony with regard to the Affordable Housing; Now Therefore

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

SECTION ONE. The City of Round Rock has received notice and information from the Applicant with regard to the Affordable Housing in accordance with Texas Government Code § 2306.67071(a).

SECTION TWO. The City of Round Rock has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns it may have about the Affordable Housing.

SECTION THREE. The City of Round Rock has conducted a public hearing at which public comment may be made in accordance with Texas Government Code § 2306.67071(b) and, after due consideration of the information provided by the Applicant and the comments from the public, the City of Round Rock does not object to the Applicant's application for Tax Credits to TDHCA.

SECTION FOUR. Regardless of anything contained herein to the contrary, the approval of this Resolution is expressly subject to and conditioned on the Developer executing a Development Agreement in which the Applicant agrees to not pursue or make application for any ad valorem tax exemptions or abatement for the Affordable Housing.

SECTION FIVE. This Resolution shall become effective immediately upon its passage. Sara L. White, City Clerk, is hereby authorized, directed, and empowered to certify these resolutions to TDHCA.

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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with Cornerstone Associates, LLC regarding an affordable senior multi-family housing development located at 1551 Red Bud Lane.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map, Aerial Photo, Vicinity Map with surrounding zoning

Department: Planning and Development Services Department

Text of Legislative File 2020-0098

Cornerstone Associates LLC is planning to build an affordable senior housing development at 1551 Red Bud Lane, which is currently located in the City's ETJ (extraterritorial jurisdiction). They are also pursuing low income housing tax credit financing from the Texas Department of Housing and Community Affairs. This development agreement states that Cornerstone Associates LLC will not pursue any tax exemptions or abatements for the project and that they will pay any required impact fees. They also agree to develop the project pursuant to the City's SR (Senior) zoning district regulations.

Staff recommendation: Staff recommends approval.

RESOLUTION NO. R-2020-0098

WHEREAS, Cornerstone Associates, LLC (“Developer”) is proposing to build an affordable senior multi family housing development (the “Project”) at 1551 Red Bud Lane located within the City’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, the Developer consents to and shall request annexation of the Properties into the corporate boundaries of the City; and

WHEREAS, the City and Developer desire to enter into a Development Agreement to identify the responsibilities of the Developer and the City in regards to the development of such a Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Development Agreement, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****DEVELOPMENT AGREEMENT**

This Development Agreement ("the Agreement") is made by and between the CITY OF ROUND ROCK, TEXAS, (the "City") and CORNERSTONE ASSOCIATES, LLC, (the "Developer") on this ____ day of April, 2020.

RECITALS

WHEREAS, Developer is proposing to build an affordable multi-family senior housing development (the "Project") at 1551 Red Bud Lane, 1561 Red Bud Lane and 3800 Doris Lane, located within the City's extraterritorial jurisdiction ("ETJ"), as shown in Exhibit "A" (Property"), attached hereto; and

WHEREAS, the Applicant consents to and shall request annexation of the Properties into the corporate boundaries of the City; and

WHEREAS, the Developer proposes to apply for financing for the Project, specifically Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the Developer has, pursuant to Section 2306.67071 of the Texas Government Code, provided notice to the City of its intent to file for Tax Credits with TDHCA; and

WHEREAS, the City has held a public hearing regarding the Project as required by Section 2306.67071; and

WHEREAS, pursuant to Section 2306.67071, after due consideration of the information provided by the Developer, the City must decide whether to accept or object to the Developers application for Tax Credits to the TDHCA.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The City hereby finds that the Recitals stated above are true and correct.
2. No Objections. Subject to the conditions stated herein, the City hereby approves Developer's application for Tax Credits with the TDHCA.
3. Developer's Obligations. The Developer, in consideration for the City's approval as stated above, agrees to the following:
 - (a) The Developer, its successors and assigns, hereby agree to forego any vesting claims that could be made pursuant to Chapter 245 of the Texas Local Government Code and agree to develop the Project pursuant to all existing City regulations, including but not limited to, current SR (Senior) District zoning regulations.
 - (b) The Developer, its successors and assigns, agree to not pursue any tax exemptions or abatements for the project.
 - (c) The Developer agrees to pay any required impact fees, as provided for in the Round Rock Code of Ordinances.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.
2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event.

3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the City:

City of Round Rock, Texas
Attention: Laurie Hadley
City Manager
221 E. Main Street
Round Rock, Texas 78664

With a copy to:

City of Round Rock, Texas
Attention: Steve Sheets
City Attorney
309 E. Main Street
Round Rock, Texas 78664

If intended for the Developer:

Cornerstone Associates, LLC
Attention: Bobbi Jo Lucas
President
209 South 19th Street, Suite 100
Omaha, NE 68102

5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that

might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.

7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9. Assignment. This Agreement may not be assigned without the written consent of the City.

10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

Executed on this _____ day of _____, 2020.

DEVELOPER:

CORNERSTONE ASSOCIATES, LLC

By: _____

Its: _____

CITY:

ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Attest:

Sara White, City Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2020,
by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said city.

Notary Public, State of Texas

My Commission expires: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020
by _____, _____ of CORNERSTONE ASSOCIATES,
LLC, on behalf of said limited liability company.

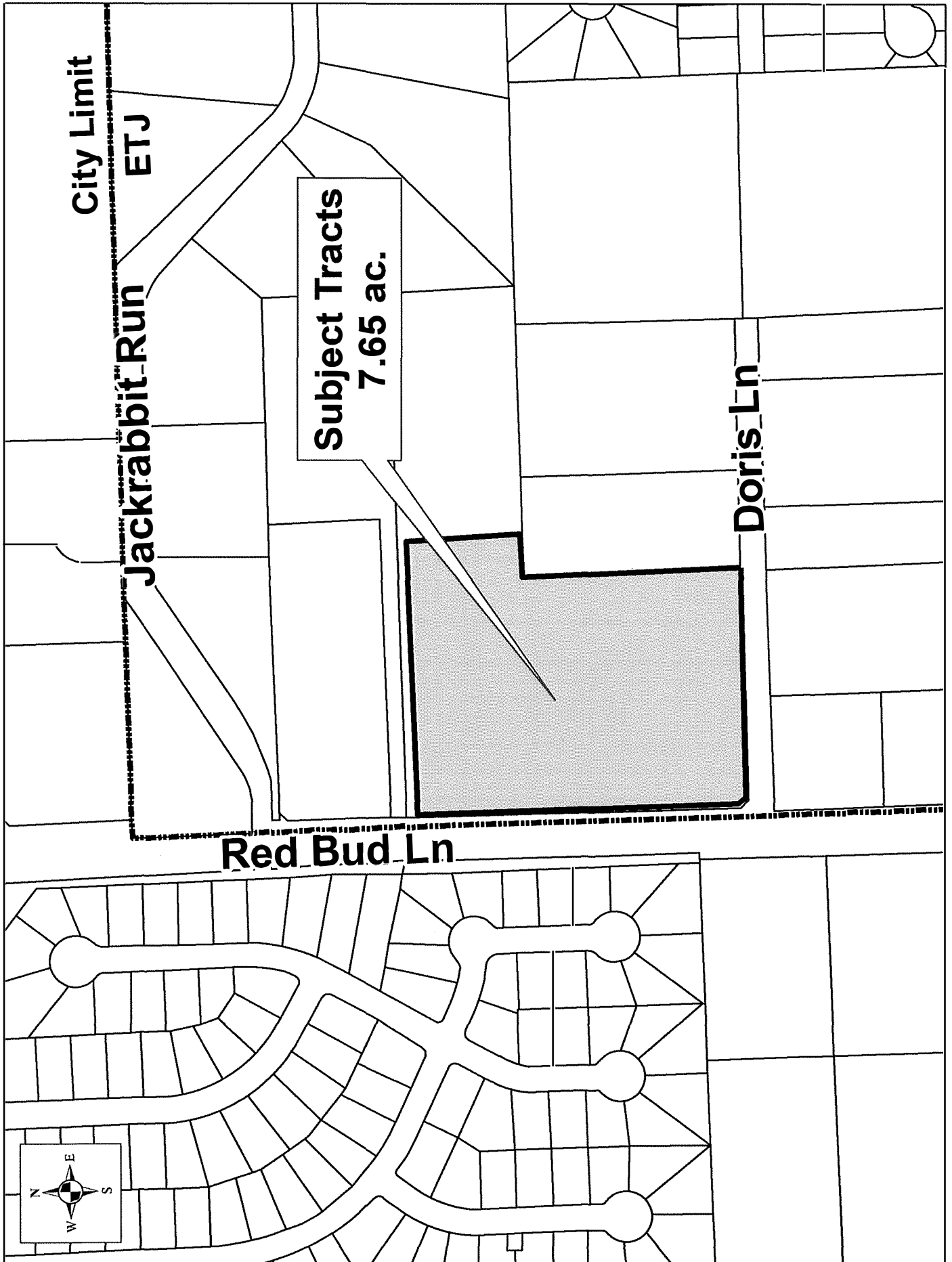
Notary Public, State of Nebraska

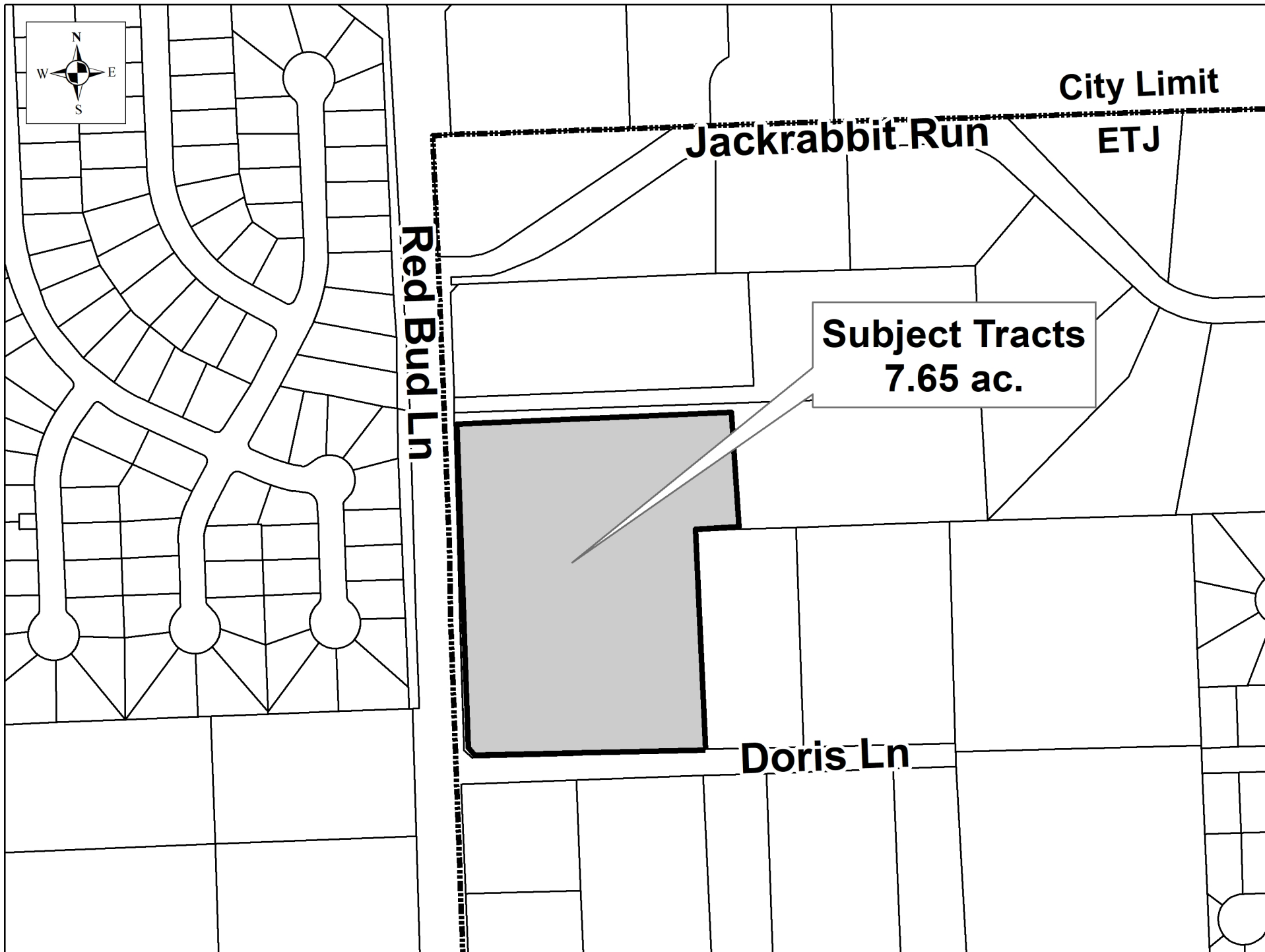
My Commission expires: _____

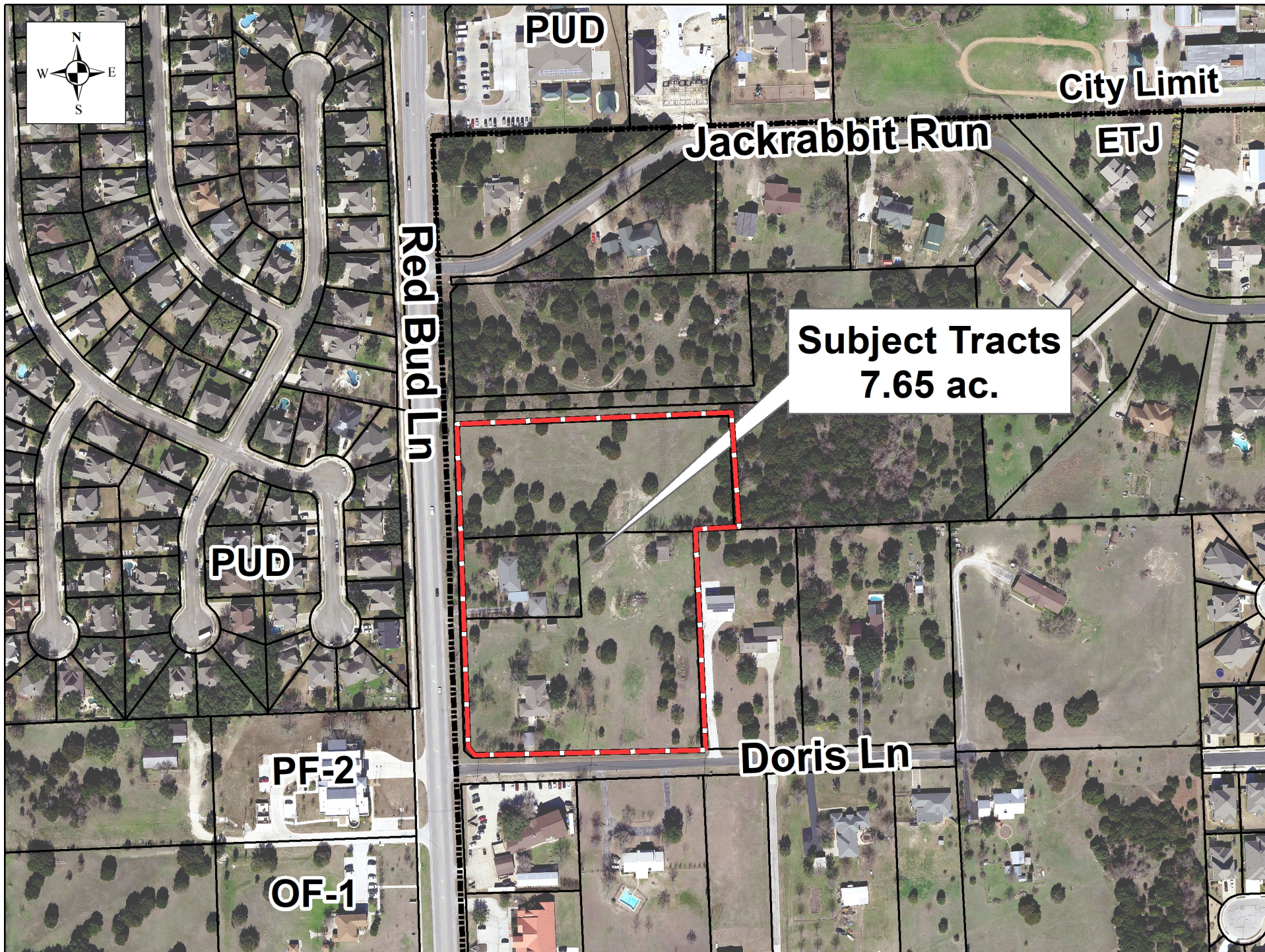
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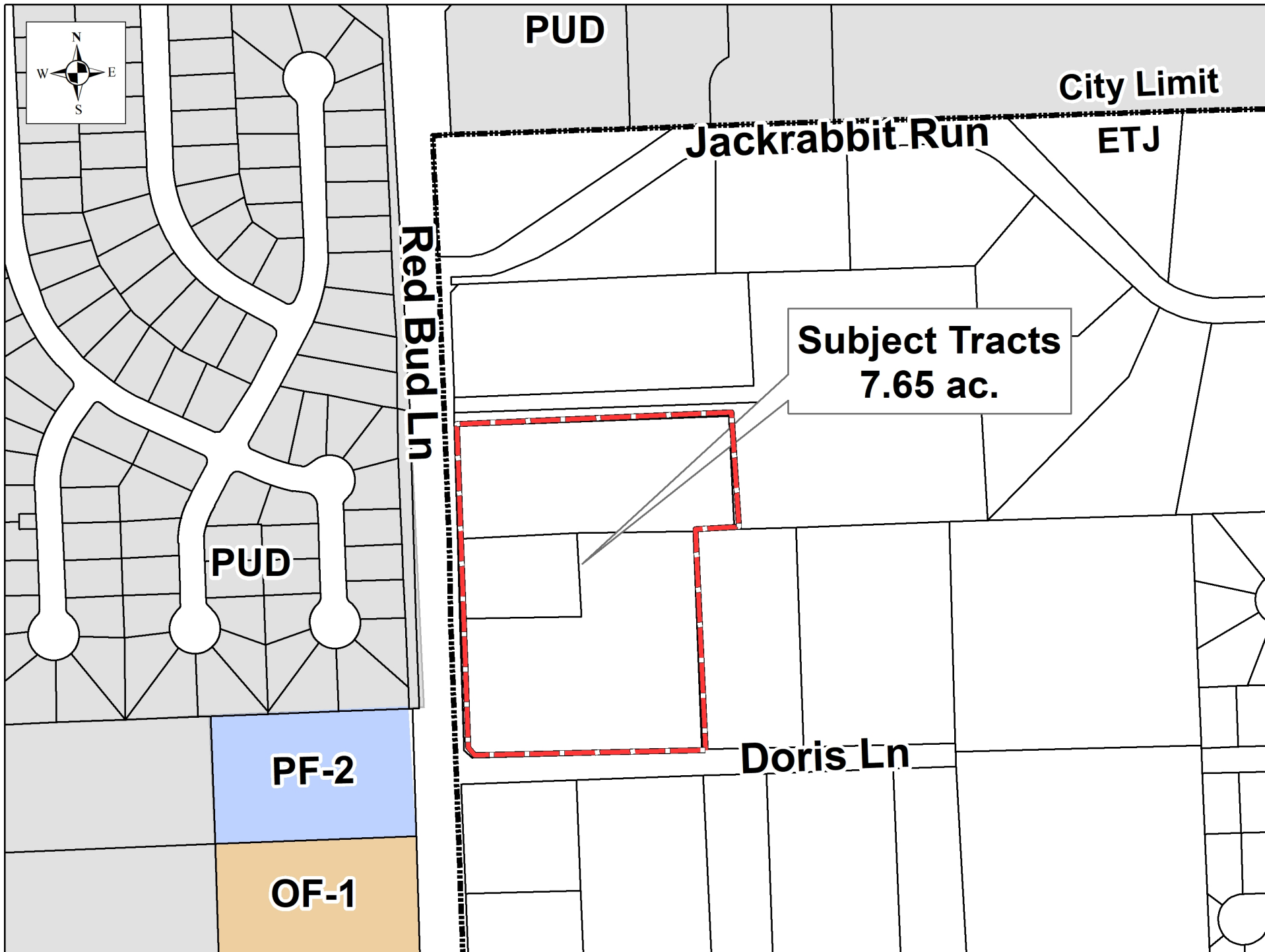
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Exhibit "A"











City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution granting consent to the annexation of 1.40 acres of land into the boundaries of the Highlands at Mayfield Ranch Municipal Utility District.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Vicinity Map

Department: Planning and Development Services Department

Text of Legislative File 2020-0099

The City consented to the creation of the Highlands at Mayfield Ranch Municipal Utility District in December of 2004. Subsequently a 1.40 acre tract was removed from the District boundary and dedicated to the City for the construction of a water storage tank. This tank was later determined to be unnecessary and the land was reconveyed to the District. The District would now like to develop the property for residential purposes. This action will allow the 1.40 acres to be added back to the District so that it can be provided with water, wastewater and drainage services.

Staff recommends approval.

RESOLUTION NO. R-2020-0099

**A RESOLUTION OF THE CITY OF ROUND ROCK, TEXAS,
CONSENTING TO THE ANNEXATION OF 1.40 ACRES OF LAND INTO
HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**

WHEREAS, Highlands at Mayfield Ranch, Ltd., a Texas limited partnership (“Petitioner”), has submitted to the City of Round Rock (the “City”) the petition attached to this Resolution as **Exhibit “A”** (the “Petition”) requesting the City’s consent to the annexation of the 1.40 acre tract of land more particularly described in the Petition (the “Land”), which is located within the extraterritorial jurisdiction of the City, into the boundaries of Highlands at Mayfield Ranch Municipal Utility District (the “District”);

WHEREAS, the City previously consented to the creation of the District and, in connection with that consent, the City, Petitioner, and the District entered into a Consent Agreement dated effective December 2, 2004 (as amended and assigned, the “Consent Agreement”) and the Land is a portion of the land described in the Consent Agreement;

WHEREAS, at the time of the District’s creation and confirmation, the Land was included within the boundaries of the District but, pursuant to Section 2.03 of the Consent Agreement, the Land was subsequently excluded from the District and dedicated by Petitioner to the City for the construction of a water storage tank;

WHEREAS, the City subsequently determined that the proposed water storage tank was not required and reconveyed the Land to Petitioner;

WHEREAS, Petitioner intends to develop the Land for residential purposes and desires that the City consent to the District’s annexation of the Land in order to allow the Land to be provided with water, wastewater and drainage services by the District; and

WHEREAS, the City desires to grant the Petition and consent to the requested annexation of the Land by the District;

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

Section 1. Consent. The City hereby grants the Petition and, by this Resolution, gives its written consent to the annexation of the Land into the boundaries of the District.

Section 2. Effective Date. This Resolution shall be effective from and after its passage on the date shown below.

Section 3. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

RESOLVED this 23rd day of April, 2020.

Craig Morgan, Mayor
City of Round Rock, Texas

ATTEST:

Sara L. White, City Clerk

EXHIBIT “A”
THE PETITION

EXHIBIT

"A"

**PETITION FOR CONSENT TO ANNEXATION OF LAND INTO
HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT
(1.40 acres)**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ROUND ROCK,
TEXAS:

The undersigned (the "Petitioner"), holding title to the 1.40 acre tract located within the extraterritorial jurisdiction of the City of Round Rock, Texas (the "City"), in Williamson County, Texas, more fully described in the attached **Exhibit "A"** (the "Land"), by this petition respectfully requests that the City consent to the annexation of the Land into Highlands at Mayfield Ranch Municipal Utility District (the "District"), and in support of such request would show the following:

I.

The City previously consented to the creation of the District and, in connection with that consent, the City, Petitioner, and the District entered into a Consent Agreement dated effective December 2, 2004 (as amended and assigned, the "Consent Agreement"). The District was subsequently created by order of the Texas Commission on Environmental Quality dated July 1, 2005, and the creation of the District was confirmed at an election within the District held on May 14, 2011. The Land is a portion of the land described in the Consent Agreement, the City consented to the inclusion of the Land within the District and, at the time of the District's creation and confirmation, the Land was included within the boundaries of the District. Pursuant to Section 2.03 of the Consent Agreement, the Land was subsequently excluded from the District and dedicated by Petitioner to the City for the construction of a water storage tank.

II.

The City subsequently determined that it did not require the Land for the construction of a water storage tank and by Special Warranty Deed with Termination of Restrictions and Right of Reverter dated November 22, 2019, has reconveyed the Land to Petitioner. Petitioner intends to develop the Land for residential purposes and desires that the Land be annexed into the boundaries of the District in order to allow the Land to receive water, wastewater and drainage services from the District. As set out in the Consent Agreement, the City does not provide such services to or within the District. The land within the District receives retail water services from the City of Georgetown and retail wastewater services from the District, which, in turn receives wholesale wastewater services from the City of Cedar Park. The Land is not included within the City's certificated service areas for either water or wastewater services.

III.

The general nature of the work proposed at the present time to serve the Land is the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide adequate water, wastewater, and drainage to the Land, and to control, abate, and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition,

improvement, maintenance, and operation of such additional facilities, systems, plants, and enterprises as may be consistent with the purposes for which the District was created.

IV.

There is a necessity for the improvements described above because the Land is currently proposed to be developed for residential purposes and there is not now available within the Land adequate water, wastewater, drainage, or storm sewer systems, and the health and welfare of the present and future inhabitants of the Land, and the areas adjacent thereto, require the construction, acquisition, maintenance, and operation of such systems and other facilities and improvements to serve the Land.

V.

The proposed work and improvements to serve the Land are feasible and practicable, and the terrain of the Land is such that water, wastewater, and drainage systems can be provided at a reasonable cost. A preliminary investigation has been made to determine the cost of the facilities required to serve the Land, and it is estimated by Petitioner, from such information as it has available at this time, that the cost of the facilities will be approximately \$400,000.

VI.

Petitioner, by submission of this Petition, requests the City's consent to the annexation of the Land into the District.

WHEREFORE, the Petitioner respectfully prays that this Petition be heard and that the City Council duly pass and approve a resolution granting the City's consent to the annexation of the Land into the District and authorizing the inclusion of the Land within the District.

* * * * *

RESPECTFULLY SUBMITTED this 27th day of February, 2020.

PETITIONER:

HIGHLANDS AT MAYFIELD RANCH, LTD.,
a Texas limited partnership

By: BJM MAYFIELD RANCH GP, INC., a Texas
corporation, its General Partner

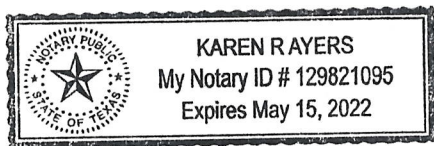
By: 
Blake J. Magee, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of March, 2020, by Blake J. Magee, President of BJM Mayfield Ranch GP, Inc., a Texas corporation, General Partner of Highlands at Mayfield Ranch, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(seal)




Notary Public, State of Texas

EXHIBIT "A"
Description of the Land

1.40 Acres

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN POWELL SURVEY, ABSTRACT No. 491 AND BEING A PART OF THAT 345.67 ACRE TRACT OF LAND CONVEYED TO THE HIGHLANDS AT MAYFIELD RANCH, LTD., BY DEED RECORDED IN DOCUMENT NO. 2004053926 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a ½" iron rod found for the Southeast Corner of the said 345.67 Acre Tract and for the Southwest Corner of that 1601.61 Acre Tract of land conveyed to Texas Crushed Stone Company by deed recorded in Volume 634, Page 366 of the Deed Records of Williamson County, Texas, from which point the Northwest Corner of the plat of Preserve at Stone Oak Phase 3, Section 2, according to the plat thereof recorded in Cabinet V, Slides 268, 269 and 270 of the Plat Records of Williamson County, Texas, bears S.69°03'31"W., 59.63 feet ;

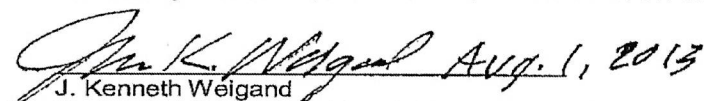
THENCE N.20°53'26"W., along the East Line of the said 345.67 Acre Tract and the West Line of the said 1601.61 Acre Tract, a distance of 50.00 feet to a line 50.00 feet north of and parallel with the South Line of the said 345.67 Acre Tract;

THENCE S.69°03'31"W. (the bearing basis), across the said 345.67 Acre Tract and along said parallel line, a distance of 118.11 feet to the Point of Beginning;

THENCE continue across the said 345.67 Acre Tract the following nine courses:

1. S.69°03'31"W., along said parallel line, a distance of 269.57 feet;
2. N.20°56'29"W. a distance of 126.72 feet to a point on a non-tangent curve to the left;
3. Northerly along the arc of said curve, a distance of 78.46 feet, said curve having a radius of 50.00 feet, a central angle of 89°54'43" and a chord bearing N.24°10'31"W., 70.66 feet to a point of reverse curvature of a curve to the right;
4. Northwesterly, along the arc of said curve a distance of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23", and a chord bearing N.45°02'11"W., 20.41 feet;
5. N.20°56'29"W. a distance of 19.10 feet;
6. N.69°03'31"E. a distance of 244.06 feet;
7. S.38°45'59"E. a distance of 81.25 feet to a point of curvature of a curve to the right;
8. Southeasterly, along the arc of said curve to the right a distance of 84.00 feet, said curve having a radius of 270.00 feet, a central angle of 17°49'29", and a chord bearing S.29°51'14"E., 83.66 feet;
9. S.20°56'29"E. a distance of 75.00 feet to the said Point of Beginning.

Containing 1.40 acres, more or less, as shown on the sketch attached.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

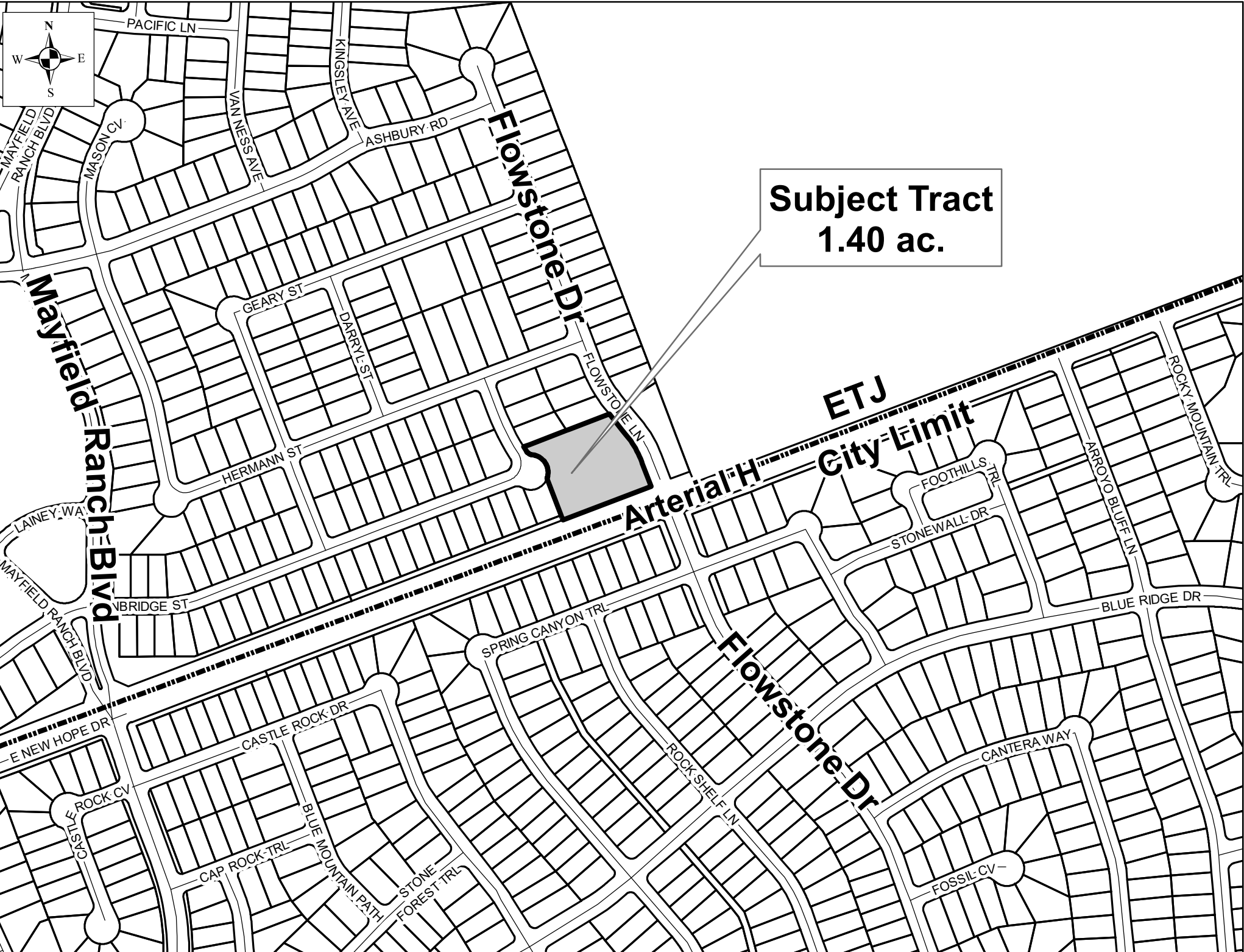


This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The South Line of the 345.67 Acre Tract bears S.69°03'31"W., and all bearings are relative thereto.

S:\LAND\1101-1150\1113\1113-WATER-TOWER-SITE.rtf







City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution rejecting the bid submitted by Austin Traffic Signal Construction Co. for the Hesters Crossing/La Frontera Traffic Signal Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Bid Tab

Department: Transportation Department

Text of Legislative File 2020-0100

On February 26, 2020, bids were opened and read publicly for a project to construct a traffic signal at the intersection of Hester's Crossing Rd and La Frontera Blvd. The engineer's opinion of probable cost (OPC) for construction was approximately \$318,000 and ATS bid was \$467,332.26. The discrepancies between the engineer's OPC and the bid from ATS were analyzed, resulting in several ideas for re-engineering the project. Staff will work with the design consultant to revise the scope to include cost saving measures and re-advertise the project.

This traffic signal was warranted based on traffic volumes, which will improve operations. Since the intersection currently functions as a 4-way stop, delaying the project to revise the design and go through the bid process again is not expected to have any negative impacts to safety.

RESOLUTION NO. R-2020-0100

WHEREAS, the City of Round Rock has duly advertised for bids for the Hesters Crossing/La Frontera Traffic Signal Project; and

WHEREAS, the City received only one bid submitted by Austin Traffic Signal Construction Co.; and

WHEREAS, the Council has determined that the bid submitted by Austin Traffic Signal Construction Co. should be rejected, Now Therefore

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

That the bid submitted by Austin Traffic Signal Construction Co. for the Hesters Crossing/La Frontera Traffic Signal Project is hereby rejected.

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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



			Bidder					Austin Traffic Signal Construction Co. (ATS)
			Attachments:					
			Bid Security					✓
			Statement of Bidder's Safety Experience					✓
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	
1	104	6011	REMOVING CONC (MEDIANS)	SY	7.00	\$580.00	\$4,060.00	
2	104	6021	REMOVING CONC (CURB)	LF	28.00	\$58.00	\$1,624.00	
3	104	6022	REMOVING CONC (CURB AND GUTTER)	LF	78.00	\$58.00	\$4,524.00	
4	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	158.00	\$104.00	\$16,432.00	
5	162	6002	BLOCK SODDING	SY	20.00	\$80.00	\$1,600.00	
6	341	6043	D-GR HMA TY-D PG70-22	TON	2.00	\$1,740.00	\$3,480.00	
7	361	6019	HALF - DEPTH REPAIR CRCP (10")	SY	12.00	\$290.00	\$3,480.00	
8	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	52.00	\$400.00	\$20,800.00	
9	479	6001	ADJUSTING MANHOLES	EA	2.00	\$1,740.00	\$3,480.00	
10	479	6005	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	2.00	\$580.00	\$1,160.00	
11	529	6002	CONC CURB (TY II)	LF	14.00	\$116.00	\$1,624.00	
12	529	6008	CONC CURB & GUTTER (TY II)	LF	25.00	\$116.00	\$2,900.00	
13	531	6002	CONC SIDEWALKS (5")	SY	107.00	\$185.00	\$19,795.00	
14	531	6004	CURB RAMPS (TY 1)	EA	1.00	\$3,480.00	\$3,480.00	
15	531	6009	CURB RAMPS (TY 6)	EA	1.00	\$7,500.00	\$7,500.00	
16	531	6010	CURB RAMPS (TY 7)	EA	5.00	\$4,600.00	\$23,000.00	
17	618	6046	CONDT (PVC) (SCH 80) (2")	LF	610.00	\$21.00	\$12,810.00	
18	618	6047	CONDT (PVC) (SCH 80) (2") (BORE) W/PRESSURE GROUT CONCRETE	LF	295.00	\$72.00	\$21,240.00	
19	618	6053	CONDT (PVC) (SCH 80) (3")	LF	305.00	\$24.00	\$7,320.00	
20	618	6054	CONDT (PVC) (SCH 80) (3") (BORE) W/PRESSURE GROUT CONCRETE	LF	680.00	\$82.00	\$55,760.00	
21	618	6058	CONDT (PVC) (SCH 80) (4")	LF	90.00	\$25.00	\$2,250.00	
22	620	6007	ELEC CONDR (NO.8) BARE	LF	1,460.00	\$1.25	\$1,825.00	
23	620	6008	ELEC CONDR (NO.8) INSULATED	LF	1,380.00	\$1.30	\$1,794.00	
24	620	6009	ELEC CONDR (NO.6) BARE	LF	85.00	\$3.00	\$255.00	
25	620	6010	ELEC CONDR (NO.6) INSULATED	LF	170.00	\$3.00	\$510.00	
26	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	650.00	\$1.50	\$975.00	
27	624	6010	GROUND BOX TY D (162922)W/APRON	EA	6.00	\$1,700.00	\$10,200.00	
28	628	6164	ELC SRV TY D 120/240 070(NS)AL(E)PS(U)	EA	1.00	\$6,800.00	\$6,800.00	
29	636	6001	ALUMINUM SIGNS (TY A)	SF	27.00	\$33.00	\$891.00	
30	644	6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	1.00	\$1,300.00	\$1,300.00	
31	644	6076	REMOVE SM RD SN SUP&AM	EA	3.00	\$37.00	\$111.00	
32	644	6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	EA	3.00	\$95.00	\$285.00	
33	666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	612.00	\$2.30	\$1,407.60	
34	666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	557.00	\$4.60	\$2,562.20	
35	666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	130.00	\$12.00	\$1,560.00	
36	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	9.00	\$174.00	\$1,566.00	
37	666	6057	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	EA	1.00	\$174.00	\$174.00	
38	666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4.00	\$406.00	\$1,624.00	
39	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	50.00	\$6.00	\$300.00	
40	666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	557.00	\$3.00	\$1,671.00	
41	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	58.00	\$6.00	\$348.00	
42	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	1.00	\$400.00	\$400.00	
43	666	6185	REFL PAV MRK TY II (W) (DBL ARROW)	EA	1.00	\$400.00	\$400.00	
44	666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	200.00	\$1.00	\$200.00	
45	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	36.00	\$25.00	\$900.00	
46	677	6010	ELIM EXT PAV MRK & MRKS (TPL ARROW)	EA	2.00	\$150.00	\$300.00	
47	678	6001	PAV SURF PREP FOR MRK (4")	LF	200.00	\$0.01	\$2.00	
48	678	6004	PAV SURF PREP FOR MRK (8")	LF	612.00	\$0.02	\$12.24	
49	678	6006	PAV SURF PREP FOR MRK (12")	LF	557.00	\$0.06	\$33.42	
50	678	6008	PAV SURF PREP FOR MRK (24")	LF	130.00	\$0.12	\$15.60	
51	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	9.00	\$6.00	\$54.00	
52	678	6010	PAV SURF PREP FOR MRK (DBL ARROW)	EA	1.00	\$6.00	\$6.00	
53	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	4.00	\$6.00	\$24.00	
54	680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	\$17,000.00	\$17,000.00	
55	682	6001	VEH SIG SEC (12")LED(GRN)	EA	9.00	\$215.00	\$1,935.00	
56	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	4.00	\$215.00	\$860.00	
57	682	6003	VEH SIG SEC (12")LED(YEL)	EA	9.00	\$215.00	\$1,935.00	
58	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8.00	\$215.00	\$1,720.00	
59	682	6005	VEH SIG SEC (12")LED(RED)	EA	9.00	\$215.00	\$1,935.00	
60	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	4.00	\$215.00	\$860.00	
61	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	8.00	\$400.00	\$3,200.00	
62	682	6023	BACK PLATE (12")3 SEC	EA	9.00	\$63.00	\$567.00	
63	682	6024	BACK PLATE (12")4 SEC	EA	4.00	\$78.00	\$312.00	
64	684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	534.00	\$1.80	\$961.20	
65	684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	1,672.00	\$2.00	\$3,344.00	
66	684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	690.00	\$4.00	\$2,760.00	
67	684	6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	1,380.00	\$2.00	\$2,760.00	
68	685	6006	REMOV RDS D FL SH BCN AM (SOLAR PWRD)	EA	2.00	\$650.00	\$1,300.00	
69	686	6292	INS TRF SIG PL AM (MAST)(INSTALL ONLY)	EA	4.00	\$2,000.00	\$8,000.00	
70	687	6001	PED POLE ASSEMBLY	EA	3.00	\$3,600.00	\$10,800.00	
71	688	6001	PED DETECT PUSH BUTTON (APS)	EA	8.00	\$633.00	\$5,064.00	
72	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1.00	\$2,500.00	\$2,500.00	
73	6002	6001	VIVDS PROCESSOR SYSTEM	EA	2.00	\$4,100.00	\$8,200.00	

			Bidder			Austin Traffic Signal Construction Co. (ATS)	
			Attachments:				
			Bid Security			√	
			Statement of Bidder's Safety Experience			√	
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
74	6002	6002	VIVDS CAMERA ASSEMBLY	EA	6.00	\$1,800.00	\$10,800.00
75	6002	6003	VIVDS SET-UP SYSTEM	EA	1.00	\$700.00	\$700.00
76	6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1,410.00	\$5.00	\$7,050.00
77	6004	6031	ITS COM CBL (ETHERNET) (CAT-5E) (RADIO)	LF	110.00	\$4.00	\$440.00
78	6004	6031	ITS COM CBL (ETHERNET) (CAT-6) (PTZ)	LF	110.00	\$4.00	\$440.00
79			ITERIS EDGE CONNECT CARD	EA	1.00	\$500.00	\$500.00
80			AXIS NETWORK PTZ CAMERA	EA	1.00	\$3,000.00	\$3,000.00
81			COMNET ETHERNET SWITCH	EA	1.00	\$1,600.00	\$1,600.00
82			TITAN INTEGRATED 5.8 GHz RADIO	EA	1.00	\$2,160.00	\$2,160.00
83			OPTICOM DETECTOR - GTT MODEL 722	EA	2.00	\$1,300.00	\$2,600.00
84			OPTICOM PHASE SELECTOR - GTT MODEL 764	EA	1.00	\$3,900.00	\$3,900.00
85			OPTICOM CARD RACK - GTT MODEL 760	EA	1.00	\$800.00	\$800.00
86			OPTICOM CABLE - GTT MODEL 138	LF	351.00	\$4.00	\$1,404.00
87			ISLN (LED) (8 S)	EA	4.00	\$2,800.00	\$11,200.00
88			POLYMER TRANSFORMER PAD FOR TYPE II (ONCOR) TRANSFORMER	EA	1.00	\$1,900.00	\$1,900.00
89	500	6001	MOBILIZATION	LS	1.00	\$44,000.00	\$44,000.00
90	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$21,000.00	\$42,000.00
			TOTAL				\$467,332.26

I, Timothy Grimes, do hereby certify that this bid tabulation is accurate and true.



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation for the Railroad Crossing Quiet Zones Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0101

The City has entered into an Advanced Funding Agreement with TxDOT for some partial payments for the Quiet Zone Project with Union Pacific Rail Road. The original agreement was in 2011.

That AFA has been amended to update costs related to the construction and design of the project and the terms and conditions are set forth in the amended AFA. This amendment adds \$847,730.00 to the AFA for a total amount of \$1,300,000.00.

This agreement needs to be executed in order for our reimbursements to continue from the State of Texas.

RESOLUTION NO. R-2020-0101

WHEREAS, the City of Round Rock (“City”) has previously entered into an Advance Funding Agreement (“Agreement”) with the Texas Department of Transportation (“TxDOT”) for the Railroad Crossing Quiet Zones Project (“Project”), and

WHEREAS, by Resolution No. R-11-03-10-10C6, the City Council approved the Agreement, and

WHEREAS, the City Council desires to enter into Advance Funding Agreement Amendment #1 with TxDOT to incorporate recent changes in federal and state provisions and requirements, and to update costs related to the construction and design of the Project, 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 Advance Funding Agreement Amendment #1 with TxDOT, 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CSJ #0914-05-164 and 0914-05-165
District # 14-AUS
Code Chart 64 #36750
Project: UPRR Grade Crossings –
Safety/Quiet Zone
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, City of Round Rock, acting by and through its duly authorized Officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on 25 th day of March 2011 to effectuate their agreement to upgrade railroad crossing; and,

WHEREAS, additional funding has been awarded through Modification of Federal-Aid Project Agreement as follow:

- 1) CSJ# 0914-05-164, Federal Project Number STP 2009(141), FHWA authorized date 9/12/2014 for \$423,865
- 2) CSJ# 0914-05-165, Federal Project Number STP 2009(142), FHWA authorized date 9/12/2014 for \$423,865

; the supporting documentation is attached to and made part of this Amendment#1 as Exhibit-1

WHEREAS, it has become necessary to amend that contract to incorporate recent changes in federal and state provisions and requirements.

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

- A. Article 3 Local Project Sources and Uses of Funds is deleted in their entirety and replaced as follows: **3. Project Sources and Uses of Funds:** The total estimated cost of the Project is shown in Attachment C-1, Project Budget Estimate which is attached to and made a part of this Amendment.

- a) If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- b) The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- c) Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- d) The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- e) The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

- f) The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- g) When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- h) When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- i) Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- j) The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- k) Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- l) The State will not pay interest on any funds provided by the Local Government.
- m) If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- n) If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- o) Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced

as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- p) Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- q) The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- r) Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

B. Article 5 Termination of this Agreement is deleted in their entirety and replaced as follows:

5. Termination of This Agreement: This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- a) The Agreement is terminated in writing with the mutual consent of the parties;
- b) The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- c) The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- d) The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- e) The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

C. Article 9, Compliance with Accessibility Standards and ADA is deleted in their entirety and replaced as follows: **9. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

D. Article 10, Architectural and Engineering Services is deleted in their entirety and replaced as follows **10. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. For rail projects, the design shall, at a minimum, conform to applicable American Railway Engineering & Maintenance of Way Association (AREMA) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

- E. Article 11 Construction Responsibilities is deleted in their entirety and replaced as follows **11. Construction Responsibilities:** The Local Government shall be responsible for the following:
- a) Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - b) If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
 - c) If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
 - d) If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
 - e) If the Local Government is the responsible party, the State must review and approve change orders.
 - f) Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion

and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- g) For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

F. Article 20 Cost Principles is deleted in their entirety and replaced as follows **20. Cost Principles:** In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

G. Article 21 Procurement and Property Management Standards is deleted in their entirety and replaced as follows: **21. Procurement and Property Management Standards**
The parties to this Agreement are responsible for the following The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

H. Article 24 Civil Rights Compliance is deleted in their entirety and replaced as follows
24. Civil Rights Compliance: The parties to this Agreement are responsible for the following:

- a) Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- b) Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s obligations under this Agreement and the

Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- d) Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e) Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Local Government under the Agreement until the Local Government complies and/or cancelling, terminating, or suspending of the Agreement, in whole or in part.
 - f) Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.
- I. Article 25 Disadvantaged Business Enterprise Program Requirements is deleted in their entirety and replaced as follows: **25. Disadvantaged Business Enterprise (DBE) Program Requirements:** If federal funds are used:
- a) The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
 - b) The Local Government shall adopt, in its totality, the State's federally approved DBE program.
 - c) The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- d) The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- e) The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- f) Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

J. Article 25 Debarment Certifications is deleted in their entirety and replaced as follows:

25. Debarment Certifications If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

K. Article 30 is added as follows **30. Pertinent Non-Discrimination Authorities**

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f) Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- h) Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

L. Article 31 is added as follows:

31. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- a) Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- b) The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

M. Article 32 is added as follows:

32. Single Audit Report: If federal funds are used:

- a) The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b) If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- c) If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- d) For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

N. Attachment C Project Budget and Description is deleted in their entirety and replaced with Attachment C-1 Project Budget Estimate attached to and made part of this Amendment#1.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Craig Morgan
Mayor

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

ATTACHMENT C-1 PROJECT BUDGET ESTIMATE

Costs will be allocated based on 100% Federal funding and Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
0914-05-164 Preliminary Engineering, and Construction (by Local Government)		\$650,000	100%	\$650,000	0%	\$0	0%	\$0
0914-05-165 Preliminary Engineering, and Construction (by Local Government)		\$650,000	100%	\$650,000	0%	\$0	0%	\$0
Subtotal		\$1,300,000	\$1,300,000		\$0		\$0	
Direct State Costs= \$26,000	Environmental (10%)	\$2,600	0%	\$0	0%	\$0	100%	\$2,600
	Engineering (15%)	\$3,900	0%	\$0	0%	\$0	100%	\$3,900
	ROW/Util (5%)	\$1,300	0%	\$0	0%	\$0	100%	\$1,300
Construction Direct State Costs (70%)		\$18,200	0%	\$0	0%	\$0	100%	\$18,200
Indirect State Costs (4.52%)		\$58,760	0%	\$0	100%	\$58,760	0%	\$0
Subtotal		\$84,760	\$1,300,000		\$58,760		\$26,000	
TOTAL		\$1,384,760	\$1,300,000		\$58,760		\$26,000	

The Local Government has paid to the State: \$13,567.00

Payment by the Local Government to the State before construction: \$12,433.00

Estimated total payment by the Local Government to the State: \$26,000.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #0914-05-164 and 0914-05-165
District # 14-AUS
Code Chart 64 #36750
Project: UPRR Grade Crossings –
Safety/Quiet Zone
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA No.: 20.205
Not Research and Development

EXHIBIT-1
MODIFIED PROJECT AGREEMENTS



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Exchange Deed to exchange property between the City of Round Rock and Cressman Enterprises, LP in connection to the Kenney Fort Boulevard Right-of-Way Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibits

Department: Transportation Department

Text of Legislative File 2020-0102

The right-of-way (ROW) shifted to allow Meritage (builder of Homestead at Old Settlers Park neighborhood) to dedicate more parkland adjacent to (Old Settlers Park) OSP, instead of having the ROW split their required parkland dedication. It was requested by PARD and carried forward to the developer by PDS and Transportation.

RESOLUTION NO. R-2020-0102

WHEREAS, the City of Round Rock (“City”) is the owner of the real property in Williamson County, Texas, (Tract 1), more particularly described on Exhibit “A” to the Exchange Deed; and

WHEREAS, Cressman Enterprises, LP, (“Cressman”) is the owner of the real property in Williamson County, Texas, (Tract 2), more particularly described on Exhibit “B” to the Exchange Deed; and

WHEREAS, for mutually beneficial purposes, the City and Cressman desire to exchange property, so that Cressman will hereafter own Tract 1 and the City will hereafter own Tract 2, 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 Exchange Deed with Cressman Enterprises, LP, 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, the **CITY OF ROUND ROCK, TEXAS**, a Texas home rule municipal corporation whose address is 221 East Main, Round Rock, Texas 78664 (herein referred to as "Round Rock"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Tract 1"); and

WHEREAS, **CRESSMAN ENTERPRISES, LP**, a Texas limited partnership whose address is 3232 Trexler Road, Texarkana, Texas 75501 (herein referred to as "Cressman"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference ("Tract 2"); and

WHEREAS, for mutually beneficial purposes, Round Rock and Cressman desire to exchange property, so that Cressman will hereafter own Tract 1 and Round Rock will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) Round Rock has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto Cressman, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto Cressman and its successors and assigns, forever; and Round Rock does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto Cressman, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Round Rock, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) Cressman has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto

Round Rock, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto Round Rock and its successors and assigns, forever; and Cressman does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto Round Rock, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Cressman, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2020.

(signatures on following pages)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

Round Rock:

CITY OF ROUND ROCK, TEXAS, a
Texas home rule municipal corporation

By: _____
Craig Morgan, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2020, by
Craig Morgan, Mayor of the City of Round Rock, Texas, a Texas home rule municipal
corporation, on behalf of said municipal corporation.

(seal)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

Cressman:

CRESSMAN ENTERPRISES, LP, a
Texas limited partnership

By: Cressman Enterprises GP, LLC, a
Texas limited liability company,
its General Partner

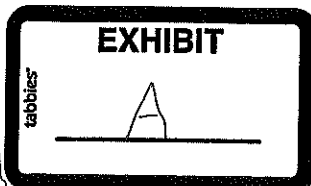
By: _____
Scott Cressman
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____,
2020, by Scott Cressman, Managing Member of Cressman Enterprises GP, LLC, a Texas
limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited
partnership, on behalf of said limited liability company and limited partnership.

(seal)

Notary Public Signature



Baseline Land Surveyors, Inc.
8000 Anderson Square Rd., Suite 101
Austin, Texas 78757
Office: 512.374.9722
Firm Reg. No. 10015100

METES AND BOUNDS DESCRIPTION

BEING 3.495 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 5.511 ACRE TRACT DESCRIBED AS KENNEY FORT BOULEVARD, PHASE 4 RIGHT OF WAY, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2017109979 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the east line of said 5.511 acre tract, same being in the west line of a 9.258 acre tract of land conveyed to City of Round Rock, Texas by instrument of record in Document No. 2014056270 of the Official Public Records of Williamson County, Texas. [Point of Beginning Coordinates Northing = 10,167,513.59; Easting = 3,146,101.63]

THENCE South 00°40'22" East (record: South 01°55'02" West) along the east line of 5.511 acre tract, same being the west line of said 9.258 acre tract a distance of 153.10 feet to a calculated point at the southeast corner of the 5.511 acre tract, same being an angle point in the easterly line of a 81.41 acre tract of land described as Tract 1 as conveyed to Cressman Enterprises, L.P. by instrument of record in Document No. 2003063811 of the Official Public Records of Williamson County, Texas, from which a 1/2" Iron rebar set with plastic cap stamped "BASELINE, INC." at an angle point in the east line of said 81.41 acre tract and the west line of the 9.258 acre tract, bears South 00°40'22" East (record – South 01°55'02" West) a distance of 249.88 feet;

THENCE along the southerly line of 5.511 acre tract the following three (3) courses:

1. Along a tangential curve to the right, having a radius of 1,140.00 feet (record: 1,140.00 feet), an arc length of 998.24 feet (record: 998.28 feet), a delta angle of 50°10'15" (record: 50°10'22"), and having a chord which bears South 52°03'00" West a distance of 966.65 feet (record: South 52°03'08" West a distance of 966.69 feet) to a calculated point for a point of tangency;
2. South 77°08'19" West a distance of 84.48 feet (record- South 77°08'19" West a distance of 84.49 feet) to a calculated point for a point of curvature;
3. Along a tangential curve to the left, having a radius of 1,020.00 feet (record: 1,020.00 feet), an arc length of 281.55 feet, a delta angle of 15°48'55", and having a chord which bears South 69°13'49" West a distance of 280.65 feet to a point of cusp, from which a 1/2" rebar found for an angle point in the southerly line of the 5.511 acre tract, and being the northeast corner of a 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Doc. No. 2014027063 of the Official Records of Williamson County, Texas, bears South 86°58'20" West a distance of 146.78 feet;

THENCE crossing through the 5.511 acre tract the following two (2) courses:

1. Along a non-tangential curve to the left having a radius of 2,000.00 feet, a length of 265.68 feet, a delta angle of $7^{\circ}36'44''$ and having a chord which bears North $57^{\circ}30'56''$ East a distance of 265.49 feet to a calculated point for a point of tangency;
2. North $53^{\circ}42'35''$ East a distance of 207.36 feet to a calculated point for a point of curvature in the northerly line of the 5.511 acre tract and a southerly line of the 81.41 acre tract;

THENCE along the northerly line of the 5.511 acre tract and a southerly line of the 81.41 acre tract the following two (2) courses:

1. Along a tangential curve to the left having a radius of 1,010.00 feet (record: 1,010.00 feet), an arc length of 980.26 feet, a delta angle of $55^{\circ}36'31''$ and a chord which bears North $44^{\circ}54'33''$ East a distance of 942.23 feet to a calculated point of compound curve;
2. Along a compound curve to the left having a radius of 1,455.00 feet, an arc length of 108.06 feet, a delta angle of $04^{\circ}15'19''$ and a chord which bears North $25^{\circ}51'36''$ East a distance of 108.04 to a calculated point for the northeast corner of the 5.511 acre tract, and being in the west line of the 9.258 acre tract;

THENCE South $00^{\circ}38'14''$ East (record: South $01^{\circ}57'52''$ East), along the east line of the 5.511 acre tract and the west line of the 9.258 acre tract, a distance of 163.98 feet to the POINT OF BEGINNING.

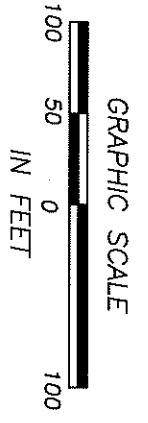
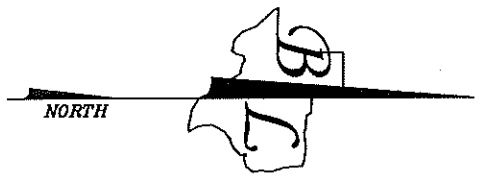
This tract contains 3.495 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.



Robert Glen Maloy 03/04/20
Robert Glen Maloy Date
Registered Professional Land Surveyor
State of Texas No. 6028

File: S:\Projects\Cressman Ranch\Docs\Field Notes\Kenny Fort Road Vacation_fn.doc
File: S:\Projects\Cressman Ranch\DWG\Kenny Fort Road Vacation.dwg



*P.A. Holder Survey
Abstract Number 297*

MERTAGE HOMES OF TEXAS, LLC
TRENDMAKER HOMES, INC.
69.222 ACRES
DOC. NO. 2020005660
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & DRAINAGE EASEMENT
0.990 AC.
DOC. NO. 2017109980
O.P.R.W.C.T.

CRESSMAN ENTERPRISES, L.P.
TRACT 1
81.41 ACRES
(78.41 ACRES NET)
DOC. NO. 2003063811
O.P.R.W.C.T.

CITY OF ROUND ROCK, TEXAS
KENNEY FORT BLVD. PHASE 4
RIGHT OF WAY
5.511 AC.
DOC. NO. 2017109979
O.P.R.W.C.T.

3.495 AC.

CITY OF ROUND ROCK, TEXAS
VOL. 71.110 AC.
1760, PG. 475
O.R.W.C.T.
(DOC. NO. 1989006727)
O.R.W.C.T.

POINT OF BEGINNING
N: 10,167,513.59
E: 3,146,101.63

CITY OF ROUND ROCK, TEXAS
9.258 AC.
DOC. NO. 2014056270
O.P.R.W.C.T.

S00°40'22"E
153.10'
(S01°55'02"W)

S00°38'14"E
163.98'
(S01°57'52"W)

N00°38'14"W
438.59'
(N01°57'52"E)

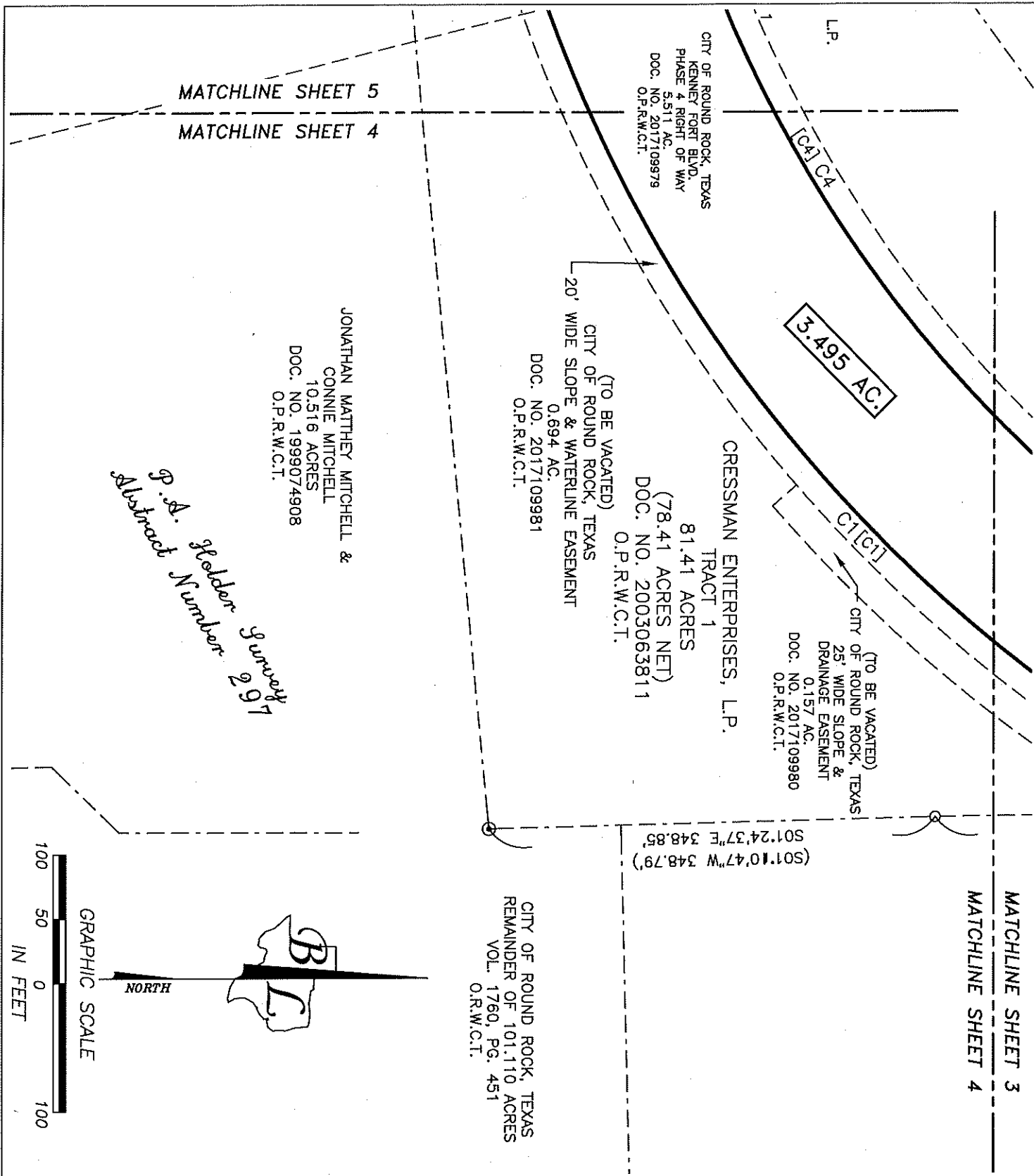
MATCHLINE SHEET 3
MATCHLINE SHEET 4

BEING 3.495 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 5.511 ACRE TRACT DESCRIBED AS KENNEY FORT BOULEVARD, PHASE 4 RIGHT OF WAY, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2017109979 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757
OFFICE: (512) 374-9722
REGISTERED FIRM #10015100
ROBERT@baselinelandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenny Fort Road Vacation.dwg	
Job No.	Snapshot:
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 03/03/20	Checked By: JSL
	Drawn By: RGM

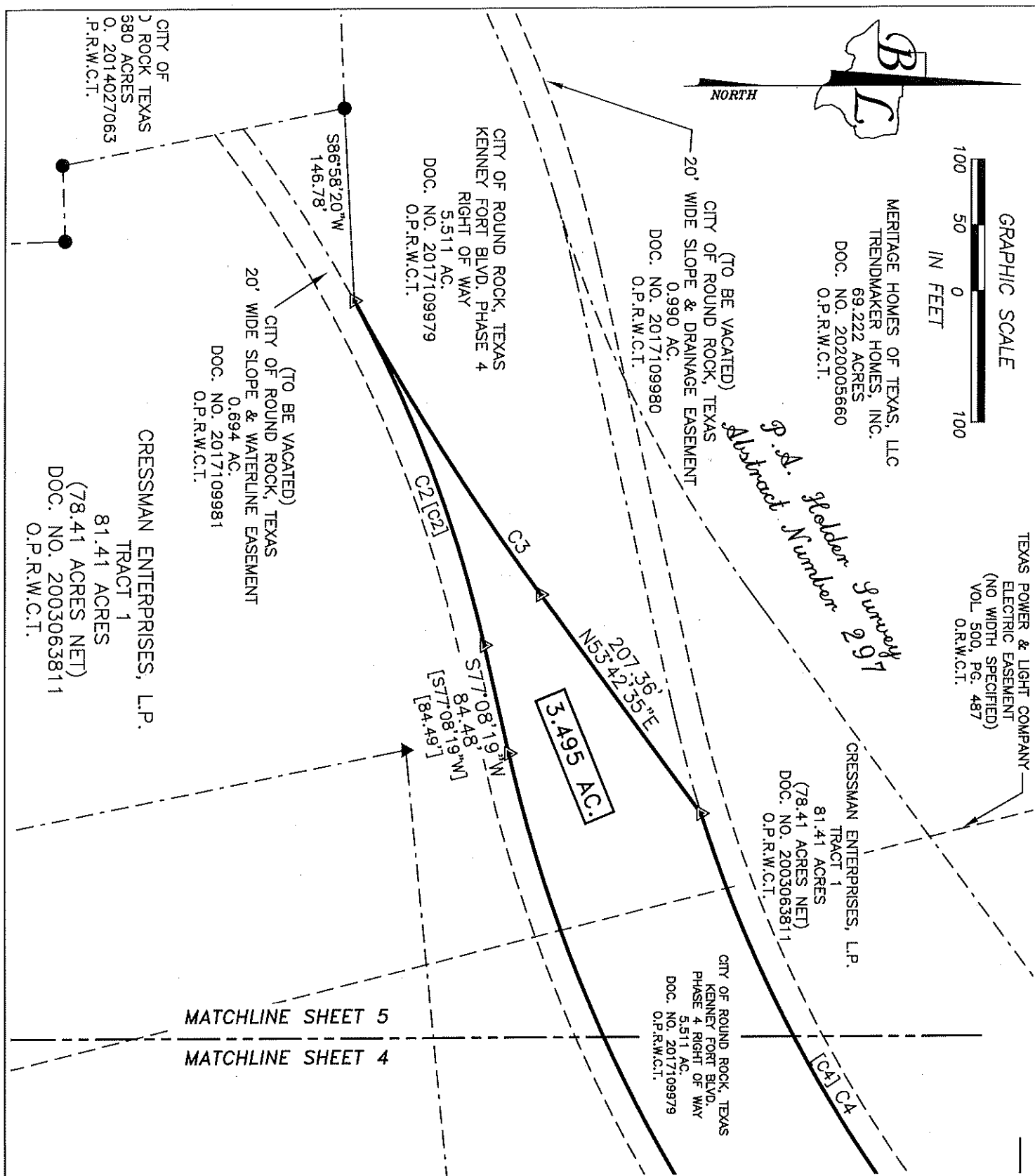
SHEET
3 of 6



BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757
OFFICE: (512) 374-9722
REGISTERED FIRM #10015100
ROBERT@baselinelandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenney Fort Road Vacation.dwg	
Job No.	Snapshot:
Scale (Hor.): 1"=100'	Scale (Vert.):
Date: 03/03/20	Checked By: JSL
Drawn By: RGM	



BEING 3.495 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 5.511 ACRE TRACT DESCRIBED AS KENNEY FORT BOULEVARD, PHASE 4 RIGHT OF WAY, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2017109979 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757
OFFICE: (512) 374-9722
REGISTERED FIRM #10015100
ROBERT@basellandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenney Fort Road Vacation.dwg	Snapshot:
Job No.	Scale (Hor.): 1"=100'
Scale (Vert.):	Date: 03/03/20
Checked By: JSL	Drawn By: RGM

SHEET
5 of 6

SYMBOL DESCRIPTION

- 1/2" REBAR FOUND
- ▲ NAIL FOUND
- IRON PIPE FOUND
- ▲ CALCULATED POINT
- 1/2" REBAR SET WITH PLASTIC CAP

STAMPED "BASELINE INC"

O.R.W.C.T. OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

() RECORD INFORMATION-DOC. NO. 2003063811, O.P.R.W.C.T.

[] RECORD INFORMATION-DOC. NO. 2017109979, O.P.R.W.C.T.

CURVE TABLE

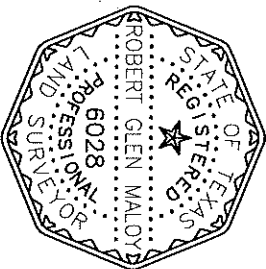
CURVE#	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1,140.00'	998.24'	50°10'15"	S52°03'00"W	966.65'
[C1]	1,140.00'	998.28'	50°10'22"	S52°03'08"W	966.69'
C2	1,020.00	281.55'	15°48'55"	S69°13'49"W	280.65'
[C2]	1,020.00				
C3	2,000.00'	265.68'	7°36'44"	N57°30'56"E	265.49'
C4	1,010.00'	980.26'	55°36'31"	N44°54'33"E	942.23'
[C4]	1,010.00'				
C5	1,455.00'	108.06'	4°15'19"	N25°51'36"E	108.04'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Robert Glen Maloy,
R.P.L.S. NO. 6028 STATE OF TEXAS
8000 Anderson Square Rd. #101
AUSTIN, TEXAS 78757

DATE

03/04/2020



BEING 3.495 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 5.511 ACRE TRACT DESCRIBED AS KENNEY FORT BOULEVARD, PHASE 4 RIGHT OF WAY, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2017109979 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

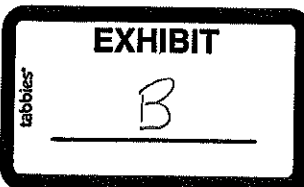
BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757

OFFICE: (512) 374-9722
REGISTERED FIRM #10015100
ROBERT@baselinelandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenny Fort Road Vacation.dwg
Job No. Snapshot:
Scale (Hor.): 1"=100' Scale (Vert.):
Date: 03/03/20 Checked By: JSL Drawn By: RGM

SHEET
6 of 6



Baseline Land Surveyors, Inc.
8000 Anderson Square Rd., Suite 101
Austin, Texas 78757
Office: 512.374.9722
Firm Reg. No. 10015100

METES AND BOUNDS DESCRIPTION

BEING 4.088 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 81.41 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NO, 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar set with plastic cap which reads "BASELINE INC." in the east line of said 81.41 acre tract, same being the west line of a 71.110 acre tract of land conveyed to the City of Round Rock, Texas, by deed of record in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, and by instrument of record in Document No. 198900672 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rebar found for an angle point in the east line of the 81.41 acre tract, same being the west line of said 71.110 acre tract bears North 00°37'36" West a distance of 190.30 feet (record – North 01°58'49" East a distance of 190.30 feet) [Point of Beginning Coordinates Northing = 10,168,278.64; Easting = 3,146,092.63]

THENCE along the east line of the 81.41 acre tract and the west line of the 71.110 acre tract the following two (2) courses:

1. THENCE South 00°48'29" East a distance of 162.53 feet (record – South 01°47'57" West a distance of 162.84 feet) to a 1/2" rebar found;
2. South 00°34'31" East (record – South 01°57'52" West), a distance of 217.72 feet to a 1/2" rebar found to a point of curvature at the northeast corner of a 5.511 acre tract of land described as Kenney Fort Blvd. Phase 4 to the City of Round Rock, Texas by instrument of record in Document No. 2017109979 of the Official Public Records of Williamson County, Texas;

THENCE along a southerly line of the 81.41 acre tract and the northerly line of said 5.511 acre tract, along a tangential curve to the right having a radius of 1010.00 feet (record: 1,010.00 feet), an arc length of 322.54 feet, a delta angle of 18°17'49", and a chord which bears South 07°57'06" West, a distance of 321.17 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of compound curvature;

THENCE crossing through the 81.41 acre tract the following two (2) courses:

1. Along a non-tangential curve to the right, having a radius of 1455.00 feet, an arc length of 653.12 feet, a delta angle of 25°43'08", and a chord which bears South 40°50'55" West a distance of 647.65 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of tangency;
2. South 53°42'35" West a distance of 299.74 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of curvature in a southerly line of the 81.41 acre tract and the northerly line of the 5.511 acre tract;

THENCE along a southerly line of the 81.41 acre tract and the northerly line of the 5.511 acre tract the following three (3) courses:

1. Along a non-tangential curve to the right, having a radius of 1010.00 (record: 1,010.00 feet), an arc length of 77.94 feet, a delta angle of $04^{\circ}25'17''$, and a chord which bears South $74^{\circ}55'40''$ West a distance of 77.92 feet to a calculated point of tangency;
2. South $77^{\circ}08'19''$ West a distance of 349.51 feet (record – South $77^{\circ}08'19''$ West a distance of 349.55 feet) to a calculated point of curvature;
3. Along a tangential curve to the left, having a radius of 955.00 feet (record: 955.00 feet), an arc length of 59.98 feet, a delta angle of $03^{\circ}35'55''$, and a chord which bears South $75^{\circ}20'21''$ West a distance of 59.97 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of cusp a northerly line of the 81.41 acre tract and being in the southerly line of a 69.222 acre tract of land conveyed to Meritage Homes of Texas, LLC and Trendmaker Homes, Inc. by instrument of record in Document No. 2020005660 of the Official Public Records of Williamson County, Texas;

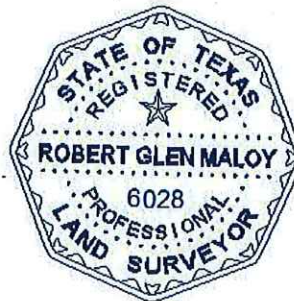
THENCE along the northerly line of the 81.41 acre tract and the southerly line of said 69.22 acre tract the following two (2) courses:

1. Along a non-tangential curve to the left, having a radius of 1000.00, an arc length of 346.06 feet, a delta angle of $19^{\circ}49'39''$, and a chord which bears North $63^{\circ}37'20''$ East a distance of 344.33 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of tangency;
2. North $53^{\circ}42'35''$ East a distance of 409.63 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of curvature;

THENCE continuing along the northerly line of the 81.41 acre tract and the southerly line of the 69.22 acre tract, and crossing into and through the 81.41 acre tract, along a tangential curve to the left, having a radius of 1325.00 feet, an arc length of 1257.42 feet, a delta angle of $54^{\circ}22'24''$, and a chord which bears North $26^{\circ}30'50''$ East a distance of 1210.76 feet to POINT OF BEGINNING

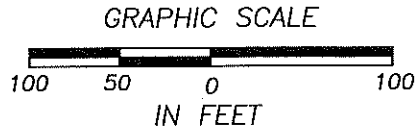
This tract contains 4.088 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.



Robert Glen Maloy 03/04/20
Robert Glen Maloy Date
Registered Professional Land Surveyor
State of Texas No. 6028

File: S:\Projects\Cressman Ranch\Docs\Field Notes\Kenny Fort Road Prop ROW_fn.doc
File: S:\Projects\Cressman Ranch\DWG\Kenny Fort Road Prop Row.dwg



POINT OF BEGINNING

N: 10,168,278.64
E: 3,146,092.63

CRESSMAN ENTERPRISES, L.P.
TRACT 1
81.41 ACRES
(78.41 ACRES NET)
DOC. NO. 2003063811
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & DRAINAGE EASEMENT
0.990 AC.
DOC. NO. 2017109980
O.P.R.W.C.T.

CITY OF ROUND ROCK, TEXAS
VOL. 1780, PG. 475
O.R.W.C.T.
(DOC. NO. 1989006727)

*P.A. Holder Survey
Abstract Number 297*

MATCHLINE SHEET 3

MATCHLINE SHEET 4

4.088 AC.

(N01°58'49"E)
N00°37'36"W
(190.30')
(162.84')
(S01°47'57"W)
162.53'
S00°48'29"E
(N01°57'52"E)
S00°34'31"E
217.72'

BEING 4.088 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 81.41 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757
OFFICE: (512) 374-9722
REGISTERED FIRM #10015100
ROBERT@baselineandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenny Fort Bld Prop ROW.dwg
Job No. Snapshot:
Scale (Hor.): 1"=100' Scale (Vert.):
Date: 03/04/20 Checked By: JSL Drawn By: RGM

SHEET
3 of 6

MATCHLINE SHEET 3

MATCHLINE SHEET 4

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & DRAINAGE EASEMENT
0.990 AC.
DOC. NO. 2017109980
O.P.R.W.C.T.

CRESSMAN ENTERPRISES, L.P.
TRACT 1
81.41 ACRES
(78.41 ACRES NET)
DOC. NO. 2003063811
O.P.R.W.C.T.



MERITAGE HOMES OF TEXAS, LLC
TRENDMAKER HOMES, INC.
69.222 ACRES
DOC. NO. 2020005660
O.P.R.W.C.T.

*P.A. Holder Survey
Abstract Number 297*

4.088 AC.

C2
CITY OF ROUND ROCK, TEXAS
KENNEY FORT BLVD. PHASE 4
RIGHT OF WAY
5.511 AC.
DOC. NO. 2017109979
O.P.R.W.C.T.

CITY OF ROUND ROCK, TEXAS
9.258 AC.
DOC. NO. 2014056270
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
25' WIDE SLOPE & DRAINAGE EASEMENT
0.157 AC.
DOC. NO. 2017109980
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & WATERLINE EASEMENT
0.694 AC.
DOC. NO. 2017109981
O.P.R.W.C.T.

CRESSMAN ENTERPRISES, L.P.
TRACT 1
81.41 ACRES
(78.41 ACRES NET)
DOC. NO. 2003063811 O.P.R.W.C.T.

GRAPHIC SCALE



BEING 4.088 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 81.41 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES

8000 ANDERSON SQUARE ROAD, SUITE 101 AUSTIN, TEXAS 78757

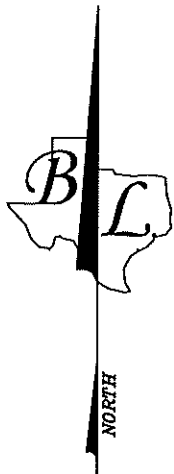
OFFICE: (512) 374-9722

REGISTERED FIRM #10015100

ROBERT@baselinelandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenney Fort Blvd Prop ROW.dwg
Job No. Snapshot:
Scale (Hor.): 1"=100' Scale (Vert.):
Date: 03/04/20 Checked By: JSL Drawn By: RGM

SHEET
4 of 6



GRAPHIC SCALE
100 50 0 100
IN FEET

*P.A. Holder Survey
Abstract Number 297*

TEXAS POWER & LIGHT COMPANY
ELECTRIC EASEMENT
(NO WIDTH SPECIFIED)
VOL. 500, PG. 487
O.R.W.C.T.

MERITAGE HOMES
TRENDMAKER
69.2
DOC. NO.
O.P.

MERITAGE HOMES OF TEXAS, LLC
TRENDMAKER HOMES, INC.
69.222 ACRES
DOC. NO. 2020005660
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & DRAINAGE EASEMENT
0.990 AC.
DOC. NO. 2017109980
O.P.R.W.C.T.

CITY OF ROUND ROCK, TEXAS
KENNEY FORT BLVD. PHASE 4
RIGHT OF WAY
5.511 AC.
DOC. NO. 2017109979
O.P.R.W.C.T.

(TO BE VACATED)
CITY OF ROUND ROCK, TEXAS
20' WIDE SLOPE & WATERLINE EASEMENT
0.694 AC.
DOC. NO. 2017109981
O.P.R.W.C.T.

CITY OF
ROUND ROCK TEXAS
4.680 ACRES
DOC. NO. 2014027063
O.P.R.W.C.T.

CRESSMAN ENTERPRISES, L.P.
TRACT 1
81.41 ACRES
(78.41 ACRES NET)
DOC. NO. 2003063811 O.P.R.W.C.T.

N53°42'35"E 409.63'
4.088 AC.

S77°08'19"W
349.51'
[S77°08'19"W 349.55']

MATCHLINE SHEET 5
MATCHLINE SHEET 4

BEING 4.088 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 AND BEING A PORTION OF A 81.41 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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ROBERT@baselinelandsurveyors.net

File: S:\Projects\Cressman Ranch\DWG\Kenney Fort Blvd Prop ROW.dwg
Job No. Snapshot:
Scale (Hor.): 1"=100' Scale (Vert.):
Date: 03/04/20 Checked By: JSL Drawn By: RGM

SHEET
5 of 6

SYMBOL DESCRIPTION

- 1/2" REBAR FOUND
 - ▲ NAIL FOUND
 - ⊙ IRON PIPE FOUND
 - ▲ CALCULATED POINT
 - 1/2" REBAR SET WITH PLASTIC CAP
- STAMPED "BASELINE INC"
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION-DOC. NO. 2003063811, O.P.R.W.C.T.
- [] RECORD INFORMATION-DOC. NO. 2017109979, O.P.R.W.C.T.

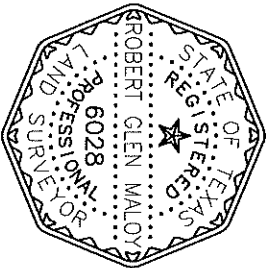
CURVE TABLE

CURVE#	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
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C3	1,010.00'	77.94'	4°25'17"	S74°55'40"W	77.92'
[C3]	1,010.00'				
C4	955.00'	59.98'	3°35'55"	S75°20'21"W	59.97'
[C4]	955.00'				
C5	1000.00'	346.06'	19°49'39"	N63°37'20"E	344.33'
C6	1,325.00'	1257.42'	54°22'24"	N26°30'50"E	1210.76'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Robert Glen Maloy
 Robert Glen Maloy,
 R.P.L.S. NO. 6028 STATE OF TEXAS
 8000 Anderson Square Rd. #101
 AUSTIN, TEXAS 78757

03/04/2020
 DATE



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 Date: 03/04/20 Checked By: JSL Drawn By: RGM

SHEET
 6 of 6



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the funding for the construction of the University Boulevard Improvement - A.W. Grimes to SH 130.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$4,200,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0103

This City Council request is for approval of an Interlocal Agreement between Williamson County and the City of Round Rock, Texas regarding the funding for the construction of the University Blvd Improvement Project. This project involves rehabilitation of the two existing lanes and construction of two additional lanes with associated medians and turn lanes to support a four-lane divided facility. This project is listed in the City's Transportation Master Plan and the Williamson County Long-Range Transportation Plan.

This interlocal agreement further outlines monetary responsibilities based on the original agreement between the entities. The current overall project development and construction cost is \$14,200,000. CAMPO funds were pursued and awarded for \$6,300,000, CAMPO funding allows for a 20% overrun contingency which could total \$7,560,000 in CAMPO funds. Williamson County and the City of Round Rock are sharing in the development and construction cost for the remainder at \$3,300,000 each. The Interlocal Agreement will reflect a 25% contingency above that number of \$4,200,000 each.

Cost: \$4,200,000.00

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



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

RESOLUTION NO. R-2020-0103

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 wishes to enter into an Interlocal Agreement with Williamson County regarding the funding for the construction of the University Boulevard Improvement Project, 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 Between Williamson County and the City of Round Rock, 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

“A”

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS REGARDING THE FUNDING FOR THE CONSTRUCTION OF THE UNIVERSITY BOULEVARD IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2020, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF ROUND ROCK, TEXAS (the “City”), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the Capital Area Metropolitan Planning Organization (“Campo”) has agreed to fund up to 70% of the construction costs for the reconstruction of University Boulevard between A.W. Grimes (FM 1460) and SH 130. This work will expand the roadway from the existing two-lane roadway to a four-lane divided roadway (the “Project”); and

WHEREAS, the Parties desire to share all costs related to the design and construction of the Project as further described herein and at the location shown on Exhibit “A”, attached hereto; and

WHEREAS, the current estimate for total Project Costs is \$14,200,000 (“Project Costs”), with Campo being responsible for \$7,560,000 of those Project Costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to pay to the City, pursuant to the conditions stated herein, fifty (50%) percent of all Project Costs, after Campo contributions up to and no more than \$4,200,000 (the “County

Reimbursements”). Project Costs include preliminary and final design, right-of-way acquisition,
wilco-corr ila University 3-26 final (00442629xA08F8)

environmental mitigation, utility relocations (if any), construction bidding and management and all other costs related to the construction of the Project. The current estimate of the County's 50% share is \$3,300,000. After City's payment of each expenditure for Project Costs, the City will transmit a copy of said expenditure to the County. Upon timely receipt, proper documentation and approval of each expenditure the County shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said payment request from the City. The City agrees to make every effort to transmit the requests for reimbursement of expenditures to the County in sixty-day intervals.

3. The City agrees to be responsible for management of the Project and the payment of all Project Costs, subject to the County Reimbursement described above.
4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
5. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
6. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
9. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and open to the public within five (5) years after the Effective Date, the City and/or the County reserves the right to terminate this Agreement.
10. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
11. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

(signatures on the following pages)

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

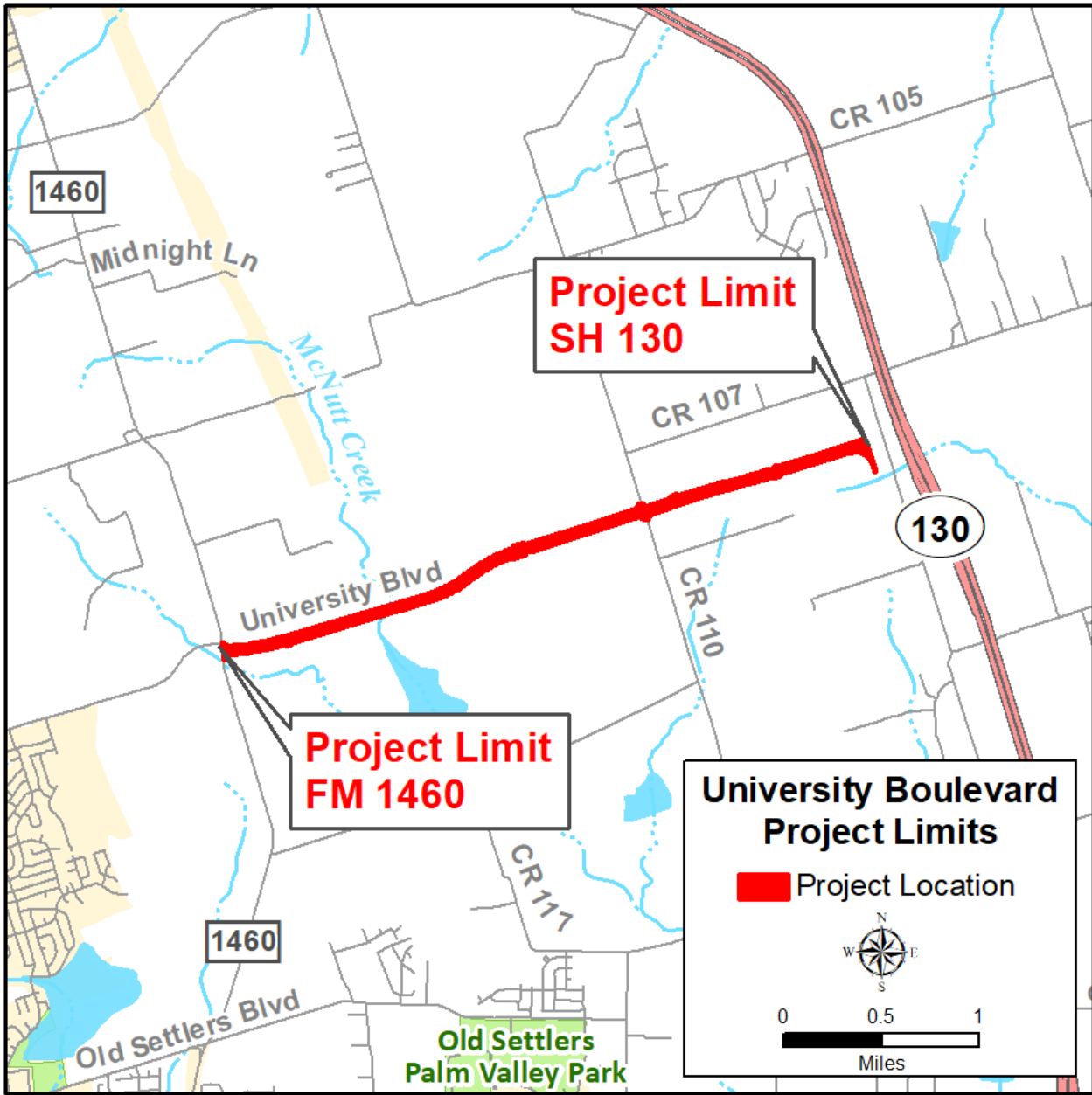
By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

Exhibit A

Location of University Boulevard Reconstruction





City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Seiler Lankes Group, LLC for the University Boulevard - A.W. Grimes to SH 130 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$102,548.46

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

Attachments: Resolution, Exhibit A, 1295

Department: Transportation Department

Text of Legislative File 2020-0104

This City Council request is for approval of a supplemental to the engineering service contract for the University Blvd Improvement Project. This project involves rehabilitation of the two existing lanes and construction of two additional lanes with associated medians and turn lanes to support a four lane divided facility. This project is listed in the City's Transportation Master Plan.

This supplemental is necessary to pay for additional engineering design to accommodate current conditions along the roadway including new subdivisions. It also adds Construction Phase Services to the contract so the consultant will be available to answer questions and resolve issues that may come up during construction. The original contract was for \$342,637.75. Approval of this supplemental will add \$102,548.46 for a new total cost of \$445,186.21.

Cost: \$102,548.46

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

RESOLUTION NO. R-2020-0104

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Seiler Lankes Group, LLC for the University Boulevard – A.W. Grimes to SH 130 Project, and

WHEREAS, Seiler Lankes Group, LLC has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Seiler Lankes Group, 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 Supplemental Contract No. 1 to the Contract with Seiler Lankes Group, LLC, 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: SEILER LANKES GROUP, LLC ("Engineer")

ADDRESS: 345 Cypress Creek Road, Suite #101, Cedar Park, TX 78613

PROJECT: University Boulevard – A.W. Grimes to SH 130

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

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 14th day of February, 2019 for the University Boulevard – A.W. Grimes to SH 130 Project in the amount of \$342,637.75; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$102,548.46 to a total of \$445,186.21;

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

I.

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

II.

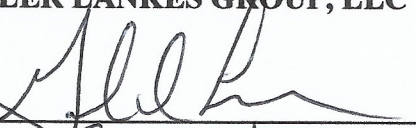
Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$102,548.46 the lump sum amount payable under the Contract for a total of \$445,186.21, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

SEILER LANKES GROUP, LLC

By:



GERALD LANKES

4/3/2020

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B

Engineering Services

SCOPE OF SERVICES

The scope of services to be provided by the Engineer includes preparation of Plans, Specifications and Estimates, Project Letting Services and Limited Construction services. The engineering services to be performed include the updating of the existing 2014 Williamson County plans to currently available City of Round Rock and TxDOT manuals, guidelines and standards as applicable. For University Blvd. from AW Grimes to SH 130. The following items were out of scope and added to our current contract:

Additional PS&E services provided by the Engineer:

University westbound direction, add a westbound turn lane onto Vizcaya Pkwy

Add a median break at Lunata Way. Sta 1095+00

Re-profiled EB lanes due to cross slope issues, please see provided cross sections.

2 new eastbound P&P's were created.

Right turn onto Lunata Way encroached in the ditch side slope, added 400' of RCP.

Re-design 1600' of medina ditch due to turn lanes encroaching on previous designed ditches and added a median culvert.

Modified 2 westbound P&P's

Median Break at CR 110 Sta 1155+00

Current Wilco project moved CR 110 105' to the west. Adjust our design to account for the new CR 110 construction.

5 P&P's were modified, modifications included re-profiling of the west bound lanes to tie to the proposed CR 110 profile, culvert and drop inlet adjustments and super elevation transitions.

Change pavement structure throughout, added 2" of HMAC, 8" of Lime, and changed the 1:1 taper to 3:1- revise all cross sections and update quantities

Revision of TCP to overall concept.

Construction Phased Services.

Update typical sections due to pavement structure changes, limits or MBGF changes, and station ranges

RIGHT TURNS ADDED FOR DEVELOPERS

EB from approximate Sta 1170+00 to Sta 1173+50

WB from approximate Sta 1173+50 to Sta 1177+00

EB from approximate Sta 1188+00 to Sta 1192+50

WB from approximate Sta 1192+50 to Sta 1196+00

EXHIBIT C - Work Schedule

Seiler
Lankes
Group[illegible]

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Roadway Design	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Site Investigations								0	\$0.00
Geometric Design and Earthwork		25	25					50	\$9,121.41
Roadway Plan Preparation		30	30					60	\$10,945.69
Additional of turn bays for developers	5	32	39	50		50		176	\$25,204.27
								0	\$0.00
								0	\$0.00
Hours	5	87	94	50	0	50	0	286	\$45,271.36
Cost	\$1,021.60	\$17,775.80	\$15,090.45	\$6,567.41	\$0.00	\$4,816.10	\$0.00		\$45,271.36

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Labor	\$45,271.36
Direct Cost	\$0.00
Total	\$45,271.36

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Drainage and Erosion Control	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Hydrologic Studies (Existing)								0	\$0.00
Hydraulic Design (Proposed)								0	\$0.00
Hydraulic Design - Storm Sewer		11	11					22	\$4,013.42
Erosion Control								0	\$0.00
Prepare Hydraulic Summaries								0	\$0.00
Hydraulic Structure Design								0	\$0.00
Prepare Hydraulic Report								0	\$0.00
								0	\$0.00
Hours	0	11	11	0	0	0	0	22	\$4,013.42
Cost	\$0.00	\$2,247.51	\$1,765.90	\$0.00	\$0.00	\$0.00	\$0.00		\$4,013.42

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Labor	\$4,013.42
Direct Cost	\$0.00
Total	\$4,013.42

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
Signing, Markings and Signalization	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Prepare Signing, Striping and Delineation Plans		15	15					30	\$5,472.84
Prepare Large Sign Layouts and Details								0	\$0.00
Prepare Signal Layouts and Details								0	\$0.00
								0	\$0.00
Hours	0	15	15	0	0	0	0	30	\$5,472.84
Cost	\$0.00	\$3,064.79	\$2,408.05	\$0.00	\$0.00	\$0.00	\$0.00		\$5,472.84

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			
	Total		\$0.00

Labor	\$5,472.84
Direct Cost	\$0.00
Total	\$5,472.84

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hour	Cost
Miscellaneous Roadway	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Coordination of Sub-Consultants								0	\$0.00
Project Meetings								0	\$0.00
Prepare TCP / Sequence of Construction		10	10					20	\$3,648.56
Prepare and submit design waiver for speed reduction								0	\$0.00
Update current title sheet		1	1					2	\$364.86
Update index of sheets		1	1					2	\$364.86
Update pavement structure/typical sections		5	4					9	\$1,663.74
Revise CR 110 P&P & Intersection Detail		5	5					10	\$1,824.28
Prepare Estimate / Basis of Estimate								0	\$0.00
Prepare Estimate 60%, 95% and Final 100%								0	\$0.00
Update Bid items and summary sheets								0	\$0.00
Prepare General Notes / Specifications								0	\$0.00
Prepare Project Manual / Letting								0	\$0.00
Preconstruction meeting								0	\$0.00
								0	\$0.00
Hours	0	22	21	0	0	0	0	43	\$7,866.30
Cost	\$0.00	\$4,495.03	\$3,371.27	\$0.00	\$0.00	\$0.00	\$0.00		\$7,866.30

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20	3330	\$666.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			
	Total		\$666.00

Labor	\$7,866.30
Direct Cost	\$666.00
Total	\$8,532.30

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

Construction Services	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator	Hours	Cost
	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89		
Post letting construcion support services	15	50	50	100		50		265	\$39,258.53
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
								0	\$0.00
Hours	15	50	50	100	0	50	0	265	\$39,258.53
Cost	\$3,064.79	\$10,215.98	\$8,026.84	\$13,134.83	\$0.00	\$4,816.10	\$0.00		\$39,258.53

Direct Costs	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50		\$0.00
Digital Orthor Plotting (s.f.)	\$2.50		\$0.00
8 1/2" X 11" copies (sheet)	\$0.10		\$0.00
11" X 17" copies (sheet)	\$0.20		\$0.00
11" X 17" mylar (sheet)	\$2.00		\$0.00
Mileage (miles)	\$0.55		\$0.00
Lodging (room/day)	\$80.00		\$0.00
Meals (person/day)	\$30.00		\$0.00
Subconsultant Fee			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Labor	\$39,258.53
Direct Cost	\$0.00
Total	\$39,258.53

Attachment D Fee Schedule

Contract No.
Supplemental 1 to Work Authorization No. 1
University
City of Round Rock

TASK	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Eng. Tech	Engineer Tech	Senior CADD Operator		Hours	Cost
	\$204.32	\$204.32	\$160.54	\$131.35	\$116.75	\$96.32	\$75.89			
Route and Design Studies	0	0	0	0	0	0	0	0	0	\$0.00
Environmental Studies	0	0	0	0	0	0	0	0	0	\$0.00
Right of Way Plans / Utility Coord	0	0	0	0	0	0	0	0	0	\$0.00
Field Surveys / Mapping	0	0	0	0	0	0	0	0	0	\$0.00
Roadway Design	5	87	94	50	0	50	0	286		\$45,271.36
Drainage and Erosion Control	0	11	11	0	0	0	0	22		\$4,013.42
Signing, Markings and Signalization	0	15	15	0	0	0	0	30		\$5,472.84
Miscellaneous Roadway	0	22	21	0	0	0	0	43		\$7,866.30
QAQC	0	0	0	0	0	0	0	0		\$0.00
Construction Services	15	50	50	100	0	50	0	265		\$39,258.53
Construction Services										
Hours	20	185	191	150	0	100	0	646		\$101,882.46
Cost	\$4,086.39	\$37,799.11	\$30,662.52	\$19,702.24	\$0.00	\$9,632.21	\$0.00			\$101,882.46

Direct Costs

	Rate	Number	Cost
CADD Plotting (s.f.)	\$1.50	0	\$0.00
Digital Orthor Plotting (s.f.)	\$2.50	0	\$0.00
8 1/2" X 11" copies (sheet)	\$0.10	0	\$0.00
11" X 17" copies (sheet)	\$0.20	3330	\$666.00
11" X 17" mylar (sheet)	\$2.00	0	\$0.00
Mileage (miles)	\$0.55	0	\$0.00
Lodging (room/day)	\$80.00	0	\$0.00
Meals (person/day)	\$30.00	0	\$0.00
Sub Consultant Fee (Survey)			
Sub Consultant Fee (Drainage/Erosion Control)			
Sub Consultant Fee (Signing & Markings)			
Sub Consultant Fee (Signals & Bid Documents)			
		Total	\$666.00

Labor	\$101,882.46
Direct Cost	\$666.00
Total	\$102,548.46

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:

2020-604512

Date Filed:

04/03/2020

Date Acknowledged:

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

Seiler Lankes Group, LLC
Cedar Park, 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.

000000
PS&E for University Boulevard

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 GERALD LANKES, and my date of birth is [REDACTED].

My address is 1896 Virian Dr, Round Rock, TX, 78681, US.
(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 3 day of April, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Contract with Alpha Paving for the 2019 Street Maintenance Program (SMP) Neighborhood Streets Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$3,283,056.50

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Map, Form 1295

Department: Transportation Department

Text of Legislative File 2020-0105

A total of four (4) sealed bids were received and opened on March 24, 2020 for the above referenced project. The bids ranged from \$3,283,056.50 to \$4,486,641.00. Alpha Paving from Round Rock, Texas, submitted the lowest bid in the amount of \$3,283,056.50. The engineer's opinion of probable construction cost for this project was \$3,705,834.72. Alpha Paving has successfully completed similar projects within the City in the past and has proven they are capable of performing the work.

After reviewing the contractor's experience and bid price, I recommend award of this project to Alpha Paving in the amount of \$3,283,056.50.

Bid amounts:

Alpha Paving: \$3,283,056.50

Texas Materials: \$3,641,294.00

LoneStar Paving: \$3,827,527.00

Austin Materials: \$4,486,641.00

Cost: \$3,283,056.50

Source of Funds: *General Self-Financed Construction*

RESOLUTION NO. R-2020-0105

WHEREAS, the City of Round Rock has duly advertised for bids for the 2019 Street Maintenance Program (SMP) B Project; and

WHEREAS, Alpha Paving has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Alpha Paving, 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 Alpha Paving for the 2019 Street Maintenance Program (SMP) B 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

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

Bid Extended By: **Matt Bushak, PE**

Print Name

Initials

Bid Opening Date: **3/24/2020**

Bid Opening Location: **3400 Sunrise Road**

Liquidated Damages:

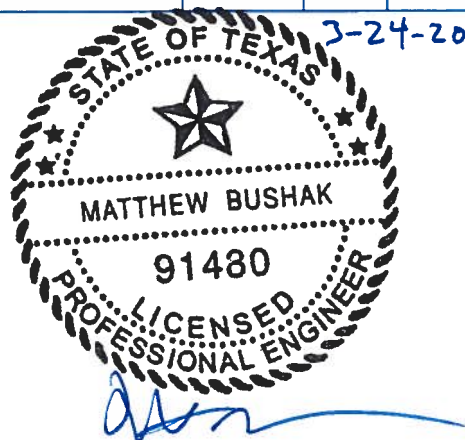
No. of Responses: **4**

Project Manager: **JC Montelongo**

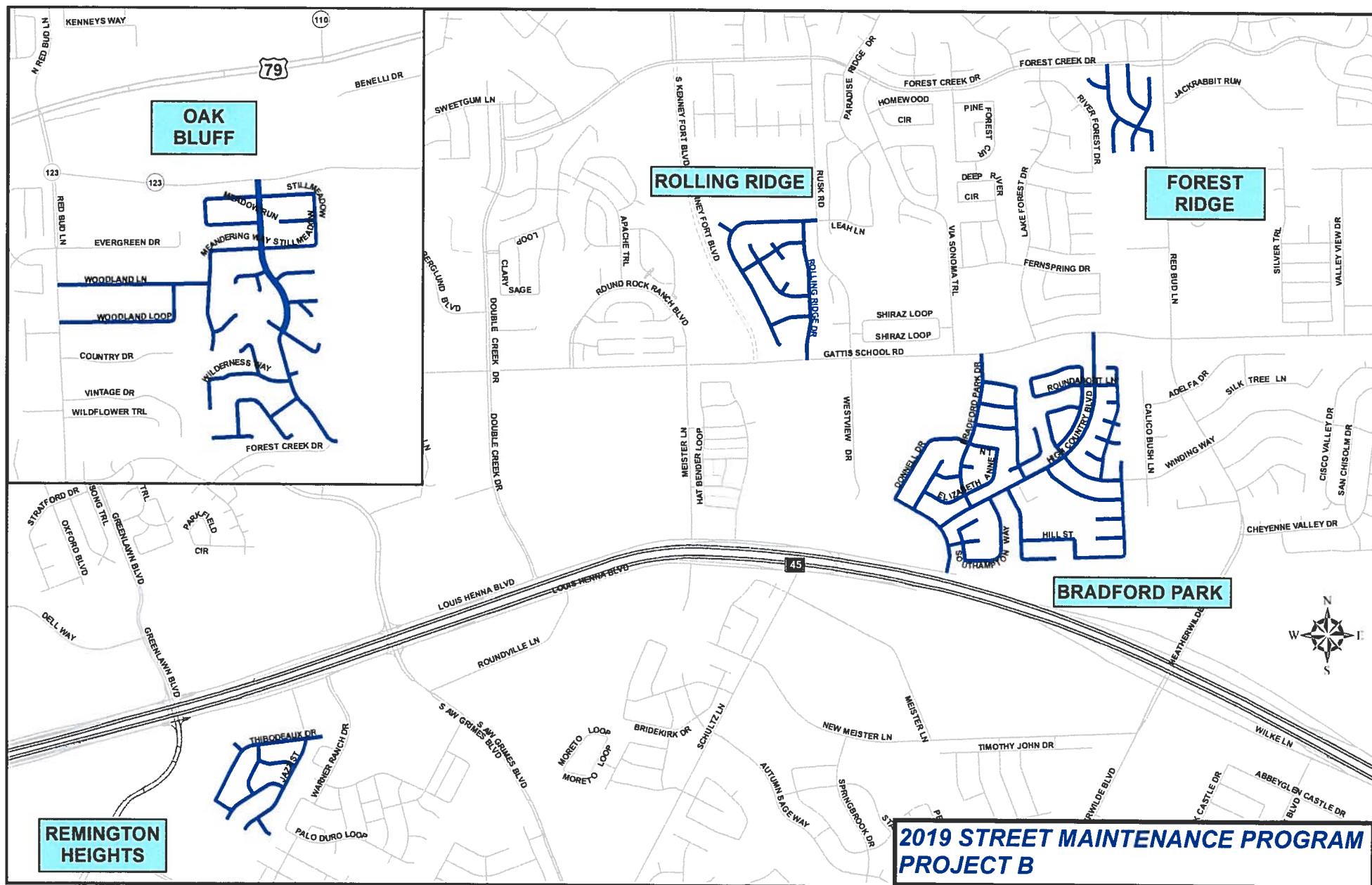
Project Consultant: **N/A**

Project: **2019 SMP Project B - Type F Overlay**

Bidders Name				Lone Star Paving		Alpha Paving		Texas Materials		Austin Materials	
Contractors Business Location				Austin, TX		Round Rock, TX		Cedar Park, TX		Austin, TX	
Guarantee: Bid Bond, Cashier Check or Certified Check				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Statement of Safety Experience, Yes or No				Yes		Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A				Yes		Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Type F HMA 1" Overlay including tack coat	15000	Ton	\$113.25	\$1,698,750.00	\$101.00	\$1,515,000.00	\$101.00	\$1,515,000.00	\$120.00	\$1,800,000.00
2	Pavement Repair	5000	Ton	\$124.25	\$621,250.00	\$118.00	\$590,000.00	\$127.25	\$636,250.00	\$165.00	\$825,000.00
3	Edge Milling (6' wide)	46000	SY	\$2.75	\$126,500.00	\$1.45	\$66,700.00	\$2.15	\$98,900.00	\$3.20	\$147,200.00
4	Surface Milling	44500	SY	\$3.75	\$166,875.00	\$1.85	\$82,325.00	\$1.90	\$84,550.00	\$3.45	\$153,525.00
5	Valve Can Adjustment	20	EA	\$65.00	\$1,300.00	\$75.00	\$1,500.00	\$584.00	\$11,680.00	\$135.00	\$2,700.00
6	Manhole Adjustment	250	EA	\$140.00	\$35,000.00	\$175.00	\$43,750.00	\$555.00	\$138,750.00	\$250.00	\$62,500.00
7	Remove and Replace Concrete Curb and Gutter(incl 4" TY A or TY B)	3200	LF	\$63.00	\$201,600.00	\$55.15	\$176,480.00	\$55.00	\$176,000.00	\$58.00	\$185,600.00
8	Remove and Replace Reinforced Concrete Driveway	3100	SF	\$20.00	\$62,000.00	\$15.00	\$46,500.00	\$15.00	\$46,500.00	\$16.00	\$49,600.00
9	Remove and Replace Reinforced Concrete Sidewalk	24000	SF	\$14.50	\$348,000.00	\$11.55	\$277,200.00	\$11.50	\$276,000.00	\$12.00	\$288,000.00
10	Reinforced Concrete Sidewalk Ramp	21	EA	\$2,150.00	\$45,150.00	\$1,800.00	\$37,800.00	\$1,750.00	\$36,750.00	\$1,850.00	\$38,850.00
11	Remove and Replace Reinforced Concrete Valley Gutter	734	SF	\$53.00	\$38,902.00	\$47.25	\$34,681.50	\$46.00	\$33,764.00	\$49.00	\$35,966.00
12	Traffic Control	4	MO	\$16,500.00	\$66,000.00	\$11,000.00	\$44,000.00	\$52,000.00	\$208,000.00	122,300.00	\$489,200.00
13	Type C HMA 3.0" Overlay, including tack coat	3700	Ton	\$106.00	\$392,200.00	\$94.00	\$347,800.00	\$97.50	\$360,750.00	105.00	\$388,500.00
14	Remove and Replace Reinforced Concrete Driveway (exposed agg)	800	SF	\$30.00	\$24,000.00	\$24.15	\$19,320.00	\$23.00	\$18,400.00	25.00	\$20,000.00
TOTAL:					\$3,827,527.00		\$3,283,056.50		\$3,641,294.00		\$4,486,641.00



SHEET: 1 of 1



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.

Alpha Paving Industries LLC
Round Rock, TX United States

Certificate Number:
2020-603805

Date Filed:
04/01/2020

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
Asphalt, Concrete and Pavement Markings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alpha Paving Industries LLC	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Manuel Trinidad, and my date of birth is .

My address is 15 Roundville Lane, Round Rock, TX, 78664, 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 1st day of April, 2020.
(month) (year)

Manny Trinidad
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Contract with Texas Materials for the 2020 Street Maintenance Program (SMP) Arterials Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$4,592,087.75

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

Attachments: Resolutions, Bid Tab, Map, Form 1295

Department: Transportation Department

Text of Legislative File 2020-0106

A total of five (5) sealed bids were received and opened on March 24, 2020 for the above referenced project. The bids ranged from \$4,592,087.75 to \$6,694,431.85. Texas Materials from Cedar Park, Texas, submitted the lowest bid in the amount of \$4,592,087.75. The engineer's opinion of probable construction cost for this project was \$5.8 million. Texas Materials successfully completed a similar project for the City within the last two years and have proven they are capable of performing the work.

After reviewing the contractor's experience and bid price, we recommend award of this project to Texas Materials in the amount of \$4,592,087.75.

Bid amounts:

Texas Materials: \$4,592,087.75

Cutler Repaving: \$4,742,874.28

LoneStar Paving: \$5,912,213.75

Austin Materials: \$6,198,766.05

Alpha Paving: \$6,694,431.85

Cost: \$4,592,087.75

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

RESOLUTION NO. R-2020-0106

WHEREAS, the City of Round Rock has duly advertised for bids for the 2020 Street Maintenance Program (SMP) Arterials A Project; and

WHEREAS, Texas Materials has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Texas Materials, 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 Texas Materials for the 2020 Street Maintenance Program (SMP) Arterials A 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

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

Bid Extended By: **Matt Bushak, PE**
 Print Name
 Bid Opening Date: **3/24/2020**
 Bid Opening Location: **3400 Sunrise Road**
 Liquidated Damages:
 No. of Responses: **5**
 Project Manager: **JC Montelongo**
 Project Consultant: **N/A**

PROJECT NAME: 2020 SMP Arterials A

BIDDER'S NAME:	Cutler Repaving	Texas Materials	Austin Materials	Alpha Paving	Lone Star Paving
CONTRACTOR'S BUSINESS LOCATION:	Lawrence, KS	Cedar Park, TX	Austin, TX	Round Rock, TX	Austin, TX
GUARANTEE: BB-Bid Bond CC-Cashier Check/CTC Certified Check	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No	Yes	Yes	Yes	Yes	Yes
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No	Yes	Yes	Yes	Yes	Yes

Base Bid

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)	336048	SY	\$2.90	\$974,539.20		\$0.00		\$0.00		\$0.00		\$0.00
2	Type D HMA Surface Course	18483	TON	\$87.27	\$1,613,011.41		\$0.00		\$0.00		\$0.00		\$0.00
3	Rejuvenator Agent	33605	GAL	\$3.75	\$126,018.75		\$0.00		\$0.00		\$0.00		\$0.00
4	Surface Milling (1" Depth)	336048	SY	\$2.75	\$924,132.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Valve Can Adjustment	8	EA	\$30.00	\$240.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Manhole Adjustment	116	EA	\$50.00	\$5,800.00		\$0.00		\$0.00		\$0.00		\$0.00
7	Pavement Repair (12" depth)	4868	TON	\$115.00	\$559,820.00		\$0.00		\$0.00		\$0.00		\$0.00
8	Remove and Replace Curb and Gutter	1300	LF	\$69.00	\$89,700.00		\$0.00		\$0.00		\$0.00		\$0.00
9	Remove and Replace Reinforced Concrete Sidewalk	7302	SF	\$19.75	\$144,214.50		\$0.00		\$0.00		\$0.00		\$0.00
10	Remove and Replace Concrete Driveway	200	SF	\$38.35	\$7,670.00		\$0.00		\$0.00		\$0.00		\$0.00
11	Reinforced Concrete Sidewalk Ramp	3	EA	\$2,737.50	\$8,212.50		\$0.00		\$0.00		\$0.00		\$0.00
12	Refl Pav Mkr Ty I (W) 4" (SLD)(100MIL)	400	LF	\$3.29	\$1,316.00		\$0.00		\$0.00		\$0.00		\$0.00
13	Refl Pav Mkr TY I (W) 4" (BRK)(100MIL)	28223	LF	\$0.36	\$10,160.28		\$0.00		\$0.00		\$0.00		\$0.00
14	Refl Pave Mkr TY I-C	2085	EA	\$4.27	\$8,902.95		\$0.00		\$0.00		\$0.00		\$0.00
15	Refl Pav Mkr TY I (Y) 4" (SLD)(100MIL)	34870	LF	\$0.36	\$12,553.20		\$0.00		\$0.00		\$0.00		\$0.00
16	Refl Pav Mkr TY I (Y) 4" (BRK)(100MIL)	5467	LF	\$0.36	\$1,968.12		\$0.00		\$0.00		\$0.00		\$0.00
17	Refl Pav Mkr TY II-A-A	1200	EA	\$4.27	\$5,124.00		\$0.00		\$0.00		\$0.00		\$0.00
18	Refl Pav Mkr TY I (W) 8" (SLD)(100MIL)	15739	LF	\$0.77	\$12,119.03		\$0.00		\$0.00		\$0.00		\$0.00
19	Refl Pav Mkr TY I (W) 8" (BRK)(100MIL)	60	LF	\$4.16	\$249.60		\$0.00		\$0.00		\$0.00		\$0.00
20	Refl Pav Mkr TY I (W) 12" (SLD)(100MIL)	3851	LF	\$4.17	\$16,058.67		\$0.00		\$0.00		\$0.00		\$0.00
21	Refl Pav Mkr TY I (Y) 12" (SLD)(100MIL)	529	LF	\$4.16	\$2,200.64		\$0.00		\$0.00		\$0.00		\$0.00
22	Refl Pav Mkr TY I (W) 24" (SLD)(100MIL)	1074	LF	\$8.87	\$9,526.38		\$0.00		\$0.00		\$0.00		\$0.00
23	Refl Pav Mkr TY I (W)(Arrow)(100MIL)	162	EA	\$136.90	\$22,177.80		\$0.00		\$0.00		\$0.00		\$0.00
24	Refl Pav Mkr TY I (W)(WORD "ONLY")(100MIL)	109	EA	\$164.25	\$17,903.25		\$0.00		\$0.00		\$0.00		\$0.00
25	Refl Pav Mkr TY I (W)18"(YLD TRI)(100MIL)	19	EA	\$104.00	\$1,976.00		\$0.00		\$0.00		\$0.00		\$0.00
26	INSTL DEL ASSM (D-DY)JSZ2(FX)SRF(BI)	108	EA	\$160.00	\$17,280.00		\$0.00		\$0.00		\$0.00		\$0.00
27	Traffic Control	5	MO	\$30,000.00	\$150,000.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL:					\$4,742,874.28		\$0.00		\$0.00		\$0.00		\$0.00

SHEET: 1 of 2



BID TABULATION

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

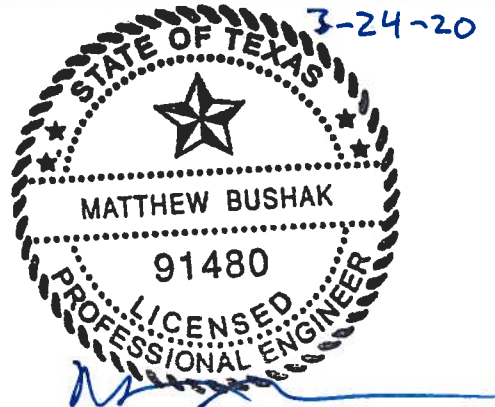
Bid Extended By: **Matt Bushak, PE**
 Print Name
 Bid Opening Date: **3/24/2020**
 Bid Opening Location: **3400 Sunrise Road**
 Liquidated Damages:
 No. of Responses: **5**
 Project Manager: **JC Montelongo**
 Project Consultant: **N/A**

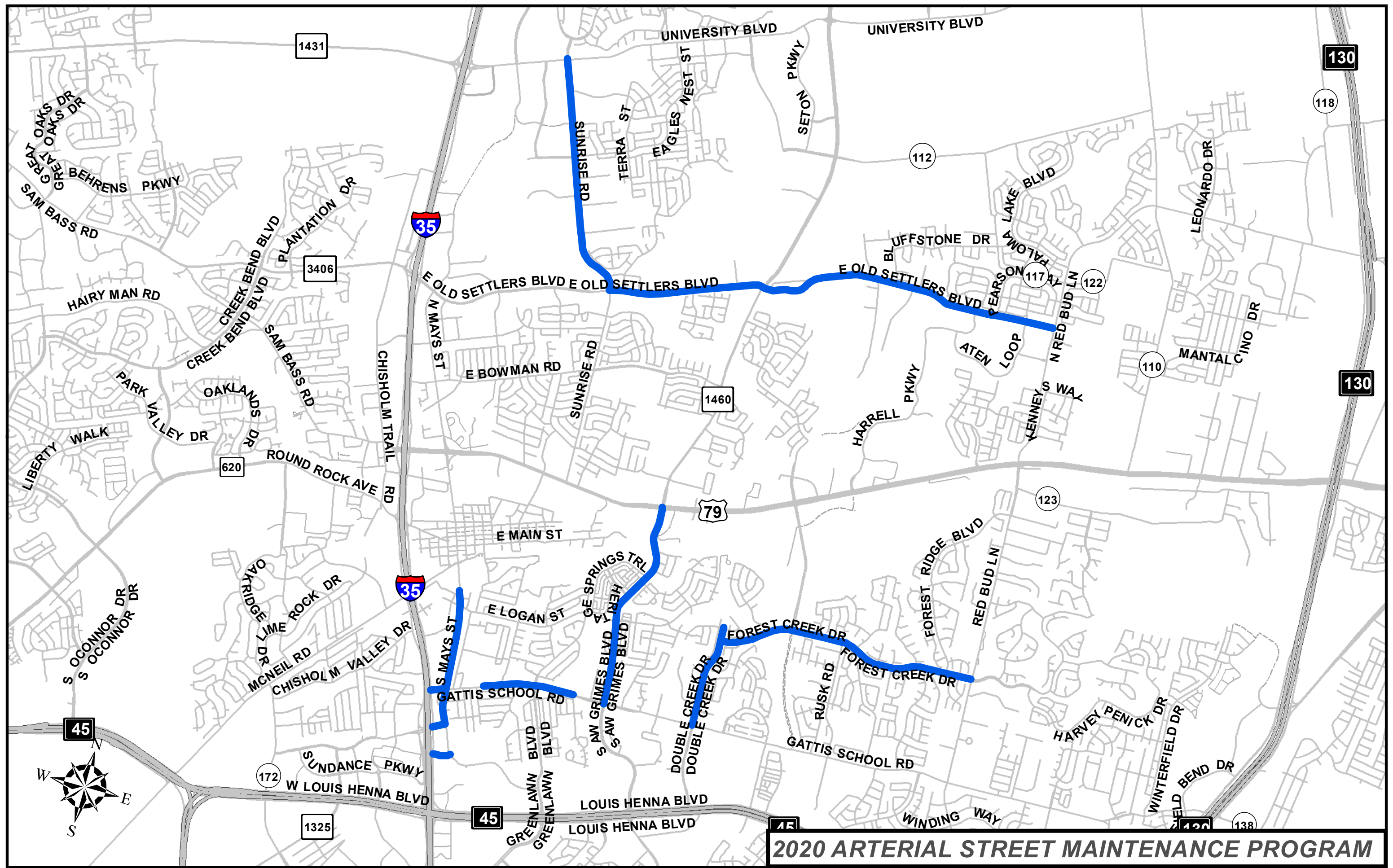
PROJECT NAME: 2020 SMP Arterials A

Alternate Bid

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A-1	Machine-laid Type B HMA Overlay (2 inch)	36965	TON		\$0.00	\$78.50	\$2,901,752.50	\$99.00	\$3,659,535.00	\$130.00	\$4,805,450.00	\$103.00	\$3,807,395.00
A-2	Surface Milling (2" Depth)	336048	SY		\$0.00	\$1.90	\$638,491.20	\$2.60	\$873,724.80	\$2.00	\$672,096.00	\$3.00	\$1,008,144.00
A-3	Valve Can Adjustment	8	EA		\$0.00	\$52.00	\$416.00	\$125.00	\$1,000.00	\$80.00	\$640.00	\$61.00	\$488.00
A-4	Manhole Adjustment	116	EA		\$0.00	\$180.00	\$20,880.00	\$185.00	\$21,460.00	\$180.00	\$20,880.00	\$140.00	\$16,240.00
A-5	Pavement Repair (12" depth)	4868	TON		\$0.00	\$105.80	\$515,034.40	\$170.00	\$827,560.00	\$136.00	\$662,048.00	\$127.75	\$621,887.00
A-6	Remove and replace curb and gutter	1300	LF		\$0.00	\$55.00	\$71,500.00	\$58.00	\$75,400.00	\$55.15	\$71,695.00	\$66.50	\$86,450.00
A-7	Remove and Replace Reinforced Concrete Sidewalk	7302	SF		\$0.00	\$11.50	\$83,973.00	\$12.00	\$87,624.00	\$11.55	\$84,338.10	\$17.00	\$124,134.00
A-8	Remove and Replace Reinforced Concrete Driveway	200	SF		\$0.00	\$15.00	\$3,000.00	\$16.00	\$3,200.00	\$15.00	\$3,000.00	\$20.50	\$4,100.00
A-9	Reinforced Concrete Sidewalk Ramp	3	EA		\$0.00	\$1,750.00	\$5,250.00	\$1,850.00	\$5,550.00	\$1,800.00	\$5,400.00	\$2,150.00	\$6,450.00
A-10	Refl Pav Mrk Ty I (W) 4" (SLD)(100MIL)	400	LF		\$0.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$3.60	\$1,440.00	\$4.00	\$1,600.00
A-11	Refl Pav Mrk TY I (W) 4" (BRK)(100MIL)	28223	LF		\$0.00	\$0.53	\$14,958.19	\$0.53	\$14,958.19	\$0.65	\$18,344.95	\$0.75	\$21,167.25
A-12	Refl Pav Mrk TY I-C	2085	EA		\$0.00	\$3.90	\$8,131.50	\$3.90	\$8,131.50	\$4.80	\$10,008.00	\$4.50	\$9,382.50
A-13	Refl Pav Mrk TY I (Y) 4" (SLD)(100MIL)	34870	LF		\$0.00	\$0.50	\$17,435.00	\$0.50	\$17,435.00	\$0.60	\$20,920.00	\$0.75	\$26,152.50
A-14	Refl Pav Mrk TY I (Y) 4" (BRK)(100MIL)	5467	LF		\$0.00	\$0.53	\$2,897.51	\$0.53	\$2,897.51	\$0.65	\$3,553.55	\$0.75	\$4,100.25
A-15	Refl Pav Mrk TY II-A-A	1200	EA		\$0.00	\$3.90	\$4,680.00	\$3.90	\$4,680.00	\$4.80	\$5,760.00	\$4.50	\$5,400.00
A-16	Refl Pav Mrk TY I (W) 8" (SLD)(100MIL)	15739	LF		\$0.00	\$0.95	\$14,952.05	\$0.95	\$14,952.05	\$1.15	\$18,099.85	\$1.25	\$19,673.75
A-17	Refl Pav Mrk TY I (W) 8" (BRK)(100MIL)	60	LF		\$0.00	\$3.90	\$234.00	\$3.90	\$234.00	\$4.80	\$288.00	\$4.50	\$270.00
A-18	Refl Pav Mrk TY I (W) 12" (SLD)(100MIL)	3851	LF		\$0.00	\$3.00	\$11,553.00	\$3.50	\$13,478.50	\$3.60	\$13,863.60	\$3.50	\$13,478.50
A-19	Refl Pav Mrk TY I (Y) 12" (SLD)(100MIL)	529	LF		\$0.00	\$3.00	\$1,587.00	\$3.50	\$1,851.50	\$3.60	\$1,904.40	\$3.50	\$1,851.50
A-20	Refl Pav Mrk TY I (W) 24" (SLD)(100MIL)	1074	LF		\$0.00	\$5.50	\$5,907.00	\$7.00	\$7,518.00	\$6.60	\$7,088.40	\$6.75	\$7,249.50
A-21	Refl Pav Mrk TY I (W)(Arrow)(100MIL)	162	EA		\$0.00	\$95.00	\$15,390.00	\$105.00	\$17,010.00	\$114.00	\$18,468.00	\$150.00	\$24,300.00
A-22	Refl Pav Mrk TY I (W)(WORD "ONLY")(100MIL)	109	EA		\$0.00	\$100.00	\$10,900.00	\$110.00	\$11,990.00	\$120.00	\$13,080.00	\$150.00	\$16,350.00
A-23	Refl Pav Mrk TY I (W)18"(YLD TRI)(100MIL)	19	EA		\$0.00	\$95.00	\$1,805.00	\$95.00	\$1,805.00	\$114.00	\$2,166.00	\$150.00	\$2,850.00
A-24	INSTL DEL ASSM (D-DY)SZ2(FX)SRF(BI)	108	EA		\$0.00	\$61.30	\$6,620.40	\$62.00	\$6,696.00	\$75.00	\$8,100.00	\$75.00	\$8,100.00
A-25	Traffic Control	5	MO		\$0.00	\$46,708.00	\$233,540.00	\$103,775.00	\$518,875.00	\$7,500.00	\$37,500.00	\$15,000.00	\$75,000.00
TOTAL:					\$0.00		\$4,592,087.75		\$6,198,766.05		\$6,694,431.85		\$5,912,213.75

SHEET: 2 of 2





2020 ARTERIAL STREET MAINTENANCE PROGRAM

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.

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2020-604669

Date Filed:
04/03/2020

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.

20-407

2020 Street Maintenance Program (SMP) Arterials A - #20-407

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	
	David Reese			
	1320 Arrow Point Drive #600			

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

Williamson

My name is DAVID REESE, and my date of birth is [REDACTED]

My address is 1320 ARROW POINT, CEEDAR PARK, TX, 78613, Williamson
(street) (city) (state) (zip code) (country)

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

Executed in WILLIAMS BELL County, State of TX, on the 3rd day of APRIL, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to a 0.714-acre tract of land from property owned by Community Homeowners Association of Lake Forest, Inc., required for construction of proposed Gattis School Road improvements.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibits A-B, Maps

Department: Transportation Department

Text of Legislative File 2020-0107

The property being sought in this case is common area for the Lake Forest residential subdivision. The City's title company has confirmed that fee ownership of the property is vested in the Community Homeowners Association (CHA). The attorney representing the CHA has taken the position that the owners will not complete a voluntary sale of the property unless all of the lot owners in the subdivision are joined and made an offer of purchase as well. The City has taken the position that any use and enjoyment that the individual lot owners have in the common areas arising from the subdivision declarations does not create a property ownership interest which needs to be acquired in order to construct the proposed roadway project. (Parcel 12, Parts 1-2).

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Gattis School Road Project: 0.714 acre of land from property owned by Community Homeowners Association of Lake Forest, Inc., as described in Exhibit A of the resolution."

RESOLUTION NO. R-2020-0107

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Gattis School Road, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.714 acre (Parcel 12, Parts 1-2) of land located in Williamson County, Texas and more particularly described by metes and bounds and on the plat to accompany parcel description in Exhibits "A-B" attached hereto (the "Property"), such property being owned by **COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC., a Texas non-profit corporation**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Gattis School Road roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth 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 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

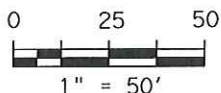
ATTEST:

SARA L. WHITE, City Clerk

PROPERTY DESCRIPTION FOR PARCEL 12-PART 1

S:_BROWN&GAY\GATTIS SCHOOL-REDBUD TO VIA SONOMA\PARCELS\PARCEL 12-PART 1-C.H.O.A. OF LAKE FOREST\ PARCEL 12-PT1-C.H.O.A.
LAKE FOREST-REV.doc

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/25/19
REV: 05/10/19
01/29/18
PAGE 2 OF 3

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 34' 28"	24.86'	39.30'	35.34'	S27° 44' 34"W
(C1)	(89° 59' 44")	(25.00')	(39.27')	(35.35')	(S27° 54' 25"W)

SAMUEL JENKINS SURVEY
ABSTRACT NO. 347

BLOCK D

NUMBER	DIRECTION	DISTANCE
L1	N27° 54' 53"E	66.13'
L2	N78° 09' 58"E	26.31'
L3	N45° 51' 43"E	30.56'
L4	S17° 01' 43"E	33.18'
(L4)	(S17° 05' 27"E)	(75.20')

LAKE FOREST II, VILLAGE I
CAB. V, SLIDE 120-122
P. R. W. C. T.LOT 2
PUBLIC PARK

(9.30 AC.)

COMMUNITY HOMEOWNERS
ASSOCIATION OF
LAKE FOREST, INC.
(SECOND TRACT)
DOC. NO. 2001091900
O. P. R. W. C. T.

PART 1

(12)

0.082 AC.
3,548 SQ. FT.STA. 159+27.15
78.49' LTSTA. 159+80.09
92.00' LT

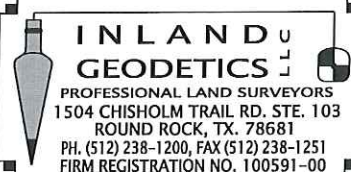
EXISTING R.O.W.

LAKE FOREST DRIVE
(60' R.O.W. WIDTH)BAKER AICKLEN
& ASSOC.LOT 3
(0.11 AC.)
H. O. A.P.O.B.
STA. 158+82.19
30.00' LT
GRID COORDINATES:
N=10154945.62
E=3150990.14(S72° 54' 17"W 122.47')
(S72° 54' 39"W 122.53')

EXISTING R.O.W.

PROPOSED GATTIS
SCHOOL ROAD
(R.O.W. WIDTH VARIES)GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)

PARCEL PLAT SHOWING PROPERTY OF

COMMUNITY HOMEOWNERS ASSOCIATION
OF LAKE FOREST, INC.PARCEL 12
PART 1SCALE
1" = 50'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/25/19
REV: 05/10/19
01/29/18
PAGE 3 OF 3

LEGEND

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊛	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↗	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1827481-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 25, 2018, ISSUE DATE JULY 3, 2018.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 120, SUBJECT TO, DOCUMENT NOS. 2000043227, 2000053882, 2001037242, 2002070055, 2003005468, 2004057485, 2005010217, 2005073032, 2007006295, 2011084501, 2014055826, 2015003007, 2016069509, 2017085895, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

10F. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET V, SLIDE 120, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, NO. 6 AFFECTS AS SHOWN NO. 8 SUBJECT TO.

G. RESERVATION OF EASEMENTS AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2000043227 & 2005010217, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. ELECTRIC LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 451, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT RECORDED IN DOCUMENT NO. 199961930, CORRECTED IN DOCUMENT NO. 2000031182, AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS: RECORDED IN DOCUMENT NO. 2011015651 AND 2011083386, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

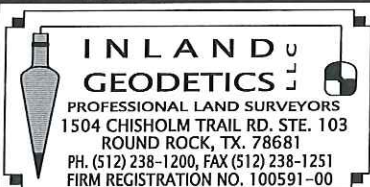
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



M. Stephen Truesdale 30 OCT 2019

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

	ACRES	SQUARE FEET
ACQUISITION	0.082	3,548
CALC/DEED AREA	0.112	4,883
REMAINDER AREA	0.030	1,335



PARCEL PLAT SHOWING PROPERTY OF
**COMMUNITY HOMEOWNERS ASSOCIATION
OF LAKE FOREST, INC.**

SCALE 1" = 50'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
-------------------	-------------------------------	----------------------

**PARCEL 12
PART 1**

EXHIBIT **B**

County: Williamson
Parcel : 12, Part 2
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 12, PART 2

DESCRIPTION OF A 0.632 ACRE (27,522 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 40, BLOCK "A" (0.76 ACRES), LAKE FOREST II, VILLAGE I FINAL PLAT, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 120-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO COMMUNITY HOMEOWNERS ASSOCIATION OF LAKE FOREST, INC. RECORDED IN DOCUMENT NO. 2001091900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.632 ACRE (27,522 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2 inch iron rod with plastic cap stamped "Bury & Partners" found 268.40 feet left of proposed Gattis School Road Baseline Station 171+34.38, being the northwesterly corner of Lot 8, Stonecrest Retail Subdivision, a subdivision of record in Cabinet V, Slides 360-361 of the Plat Records of Williamson County, Texas, same being in the easterly boundary line of Lot 25, Block "A", of said Lake Forest II, Village I subdivision;

THENCE, with the common boundary line of said Lot 8, said Lot 25 and Lot 26, Block "A", of said Lake Forest II, Village I, S 02°30'59" E, for a distance of 200.96 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155150.68, E=3152263.86 TxSPC Zone 4203) set 69.49 feet left of proposed Gattis School Road Baseline Station 171+61.24 for an angle point in the proposed northerly right-of-way (ROW) line of Gattis School Road (ROW width varies), being the southeasterly corner of said Lot 26, same being the northeasterly corner of said Lot 40, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said Lot 26, with said proposed northerly ROW line, same being the common boundary line of said Lot 40 and said Lot 8, S 02°30'59" E, for a distance of 2.93 feet, to an iron rod with aluminum cap stamped "ROW 4933" set 66.59 feet left of proposed Gattis School Road Baseline Station 171+61.66, being an angle point in said proposed northerly ROW line;
- 2) **THENCE**, departing said proposed northerly ROW line, continuing with the common boundary line of said Lot 40 and said Lot 8, S 02°30'59" E, for a distance of 22.15 feet to a 1/2 inch iron rod with plastic cap stamped "Waterloo 4324" found, being the southeasterly corner of said Lot 40, Block "A", same being the southwesterly corner of Lot 8, also being in the existing northerly ROW line of Gattis School Road (ROW width varies) for the southeasterly corner of the herein described tract;

THENCE, departing said Lot 8, with said existing ROW line of Gattis School Road, same being the southerly boundary line of said Lot 40, the following five (5) courses:

- 3) N 87°48'49" W, for a distance of 194.20 feet to a calculated angle point;
- 4) N 81°02'40" W, for a distance of 303.31 feet to a 1/2" iron rod with plastic cap stamped "Baker Aicklen" found, for an angle point;
- 5) S 72°31'34" W, for a distance of 399.91 feet to a 5/8" iron rod found, for an angle point;
- 6) S 75°04'05" W, for a distance of 212.13 feet to a calculated point, for an angle point;
- 7) S 72°55'22" W, for a distance of 18.72 feet to a calculated point of curvature to the right, same being the southeasterly corner of Lake Forest Drive (60' ROW width);

THENCE, departing said northerly ROW line of Gattis School Road, with the existing easterly ROW line of said Lake Forest Drive, the following two (2) courses:

- 8) Along said curve to the right, having a delta angle of **90°00'16"**, a radius of **25.02** feet, an arc length of **39.31** feet and a chord which bears **N 62°04'46" W**, at a distance of **35.39** feet to a 1/2" iron rod with plastic cap stamped "Baker Aicklen" found, for a point of tangency;
- 9) **N 17°04'35" W**, for a distance of **18.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 79.84 feet left of proposed Gattis School Road Baseline Station 160+40.55 in said proposed northerly ROW line of Gattis School Road, for the northwesterly corner of the herein described tract;
- 10) **THENCE**, departing said existing ROW line, with said proposed northerly ROW line, through the interior of said Lot 40, **S 75°41'30" E**, for a distance of **35.13** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.69 feet left of proposed Gattis School Road Baseline Station 160+71.21, being an ell corner in the northerly boundary line of said Lot 40, same being the southwesterly corner of Lot 39, Block "A" of said Lake Forest II, Village I, for an angle point herein;

THENCE, with said northerly boundary line of said Lot 40, same being the southerly boundary lines of said Lot 39 and also Lots 38 through 26, same being said proposed northerly ROW line, the following five (5) courses:

- 11) **N 75°02'55" E**, for a distance of **226.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set 63.29 feet left of proposed Gattis School Road Baseline Station 162+96.13, for an angle point;
- 12) **N 72°32'28" E**, for a distance of **332.07** feet to an iron rod with aluminum cap stamped "ROW 4933" set 105.46 feet left of proposed Gattis School Road Baseline Station 166+14.98, for an angle point;
- 13) **N 87°29'57" E**, for a distance of **164.42** feet to an iron rod with aluminum cap stamped "ROW 4933" set 99.10 feet left of proposed Gattis School Road Baseline Station 167+72.85, for an angle point;
- 14) **S 81°02'43" E**, for a distance of **212.24** feet to an iron rod with aluminum cap stamped "ROW 4933" set 63.89 feet left of proposed Gattis School Road Baseline Station 169+75.60, for an angle point;
- 15) **S 87°48'52" E**, for a distance of **190.63** feet to the **POINT OF BEGINNING**, containing 0.632 acre (27,522 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

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

30 Oct 2019
 Date

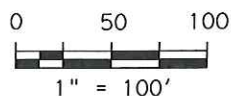


EXHIBIT "B"

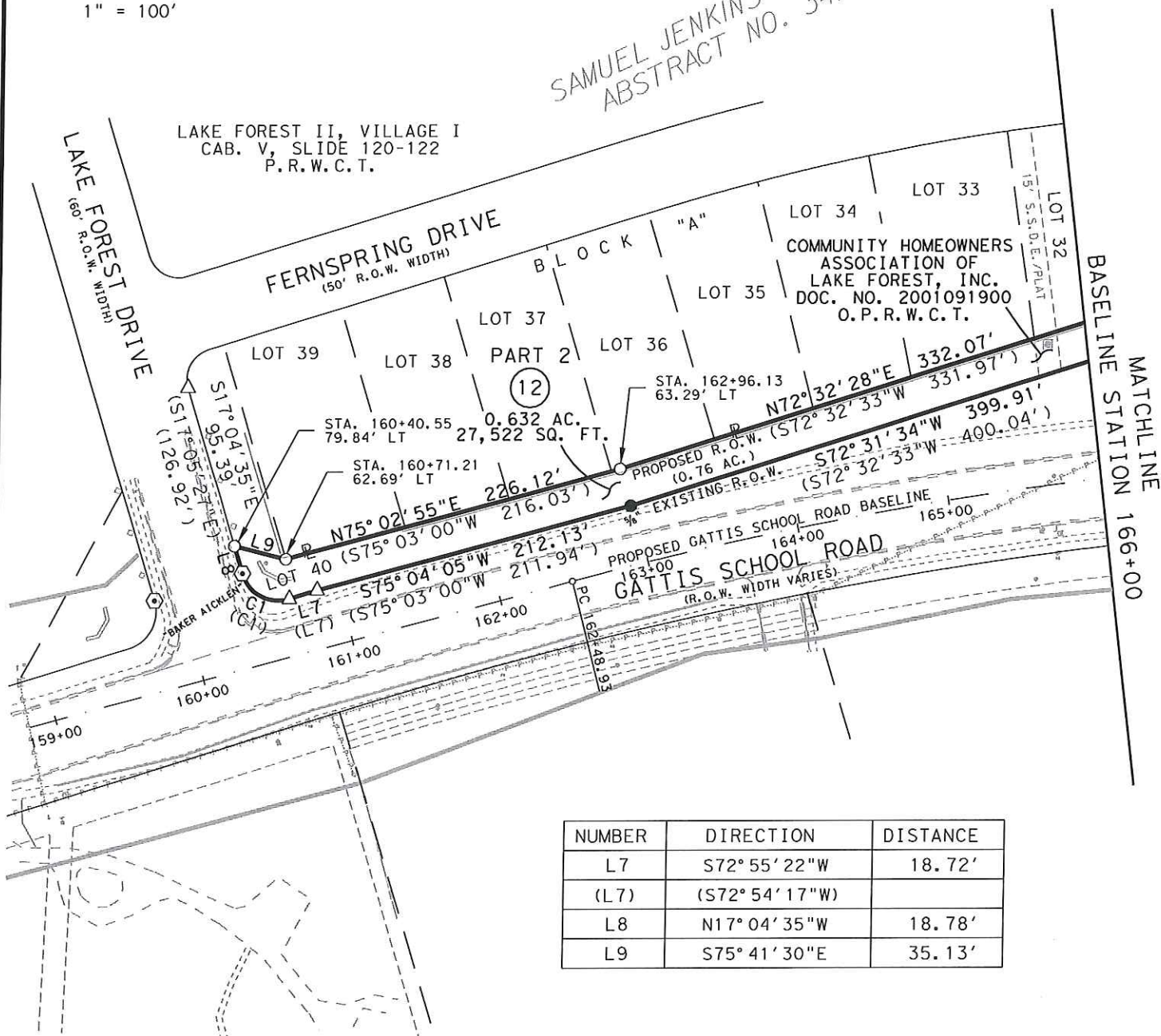
PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/25/19
REV: 05/10/19
01/05/18
PAGE 3 OF 5

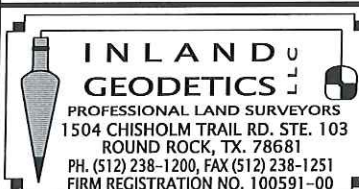
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 00' 16"	25.02'	39.31'	35.39'	N62° 04' 46"W
(C1)	(90° 00' 16")	(25.00')	(39.27')	(35.35')	(N62° 05' 35"W)



SAMUEL JENKINS SURVEY
ABSTRACT NO. 347



NUMBER	DIRECTION	DISTANCE
L7	S72° 55' 22"W	18.72'
(L7)	(S72° 54' 17"W)	
L8	N17° 04' 35"W	18.78'
L9	S75° 41' 30"E	35.13'



PARCEL PLAT SHOWING PROPERTY OF
**COMMUNITY HOMEOWNERS ASSOCIATION
OF LAKE FOREST, INC.**

SCALE
1" = 100'

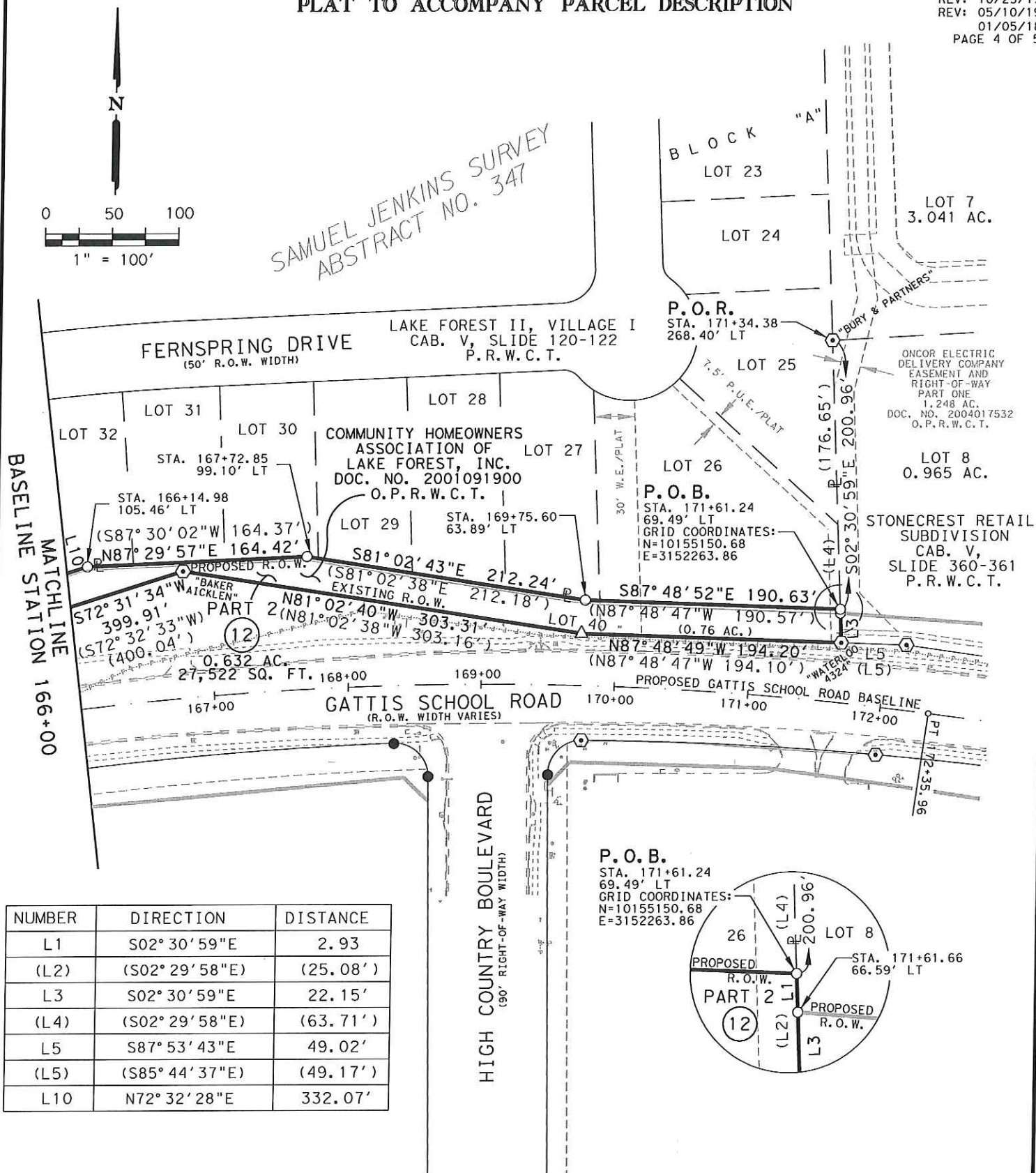
PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

**PARCEL 12
PART 2**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/25/19
REV: 05/10/19
01/05/18
PAGE 4 OF 5



NUMBER	DIRECTION	DISTANCE
L1	S02° 30' 59"E	2.93
(L2)	(S02° 29' 58"E)	(25.08')
L3	S02° 30' 59"E	22.15'
(L4)	(S02° 29' 58"E)	(63.71')
L5	S87° 53' 43"E	49.02'
(L5)	(S85° 44' 37"E)	(49.17')
L10	N72° 32' 28"E	332.07'



INLAND GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
COMMUNITY HOMEOWNERS ASSOCIATION
OF LAKE FOREST, INC.

SCALE
1" = 100'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PARCEL 12
PART 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/25/19
REV: 05/10/19
01/05/18
PAGE 5 OF 5

LEGEND

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊛	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↗	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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- H. ELECTRIC LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 451, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
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M. Stephen Truesdale 30 OCT 2019

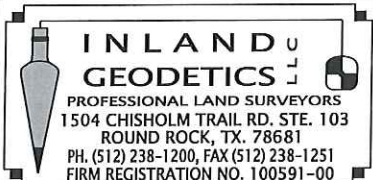
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

	ACRES	SQUARE FEET
ACQUISITION	0.632	27,522
CALC/DEED AREA	0.76	33,106
REMAINDER AREA	0.128	5,584

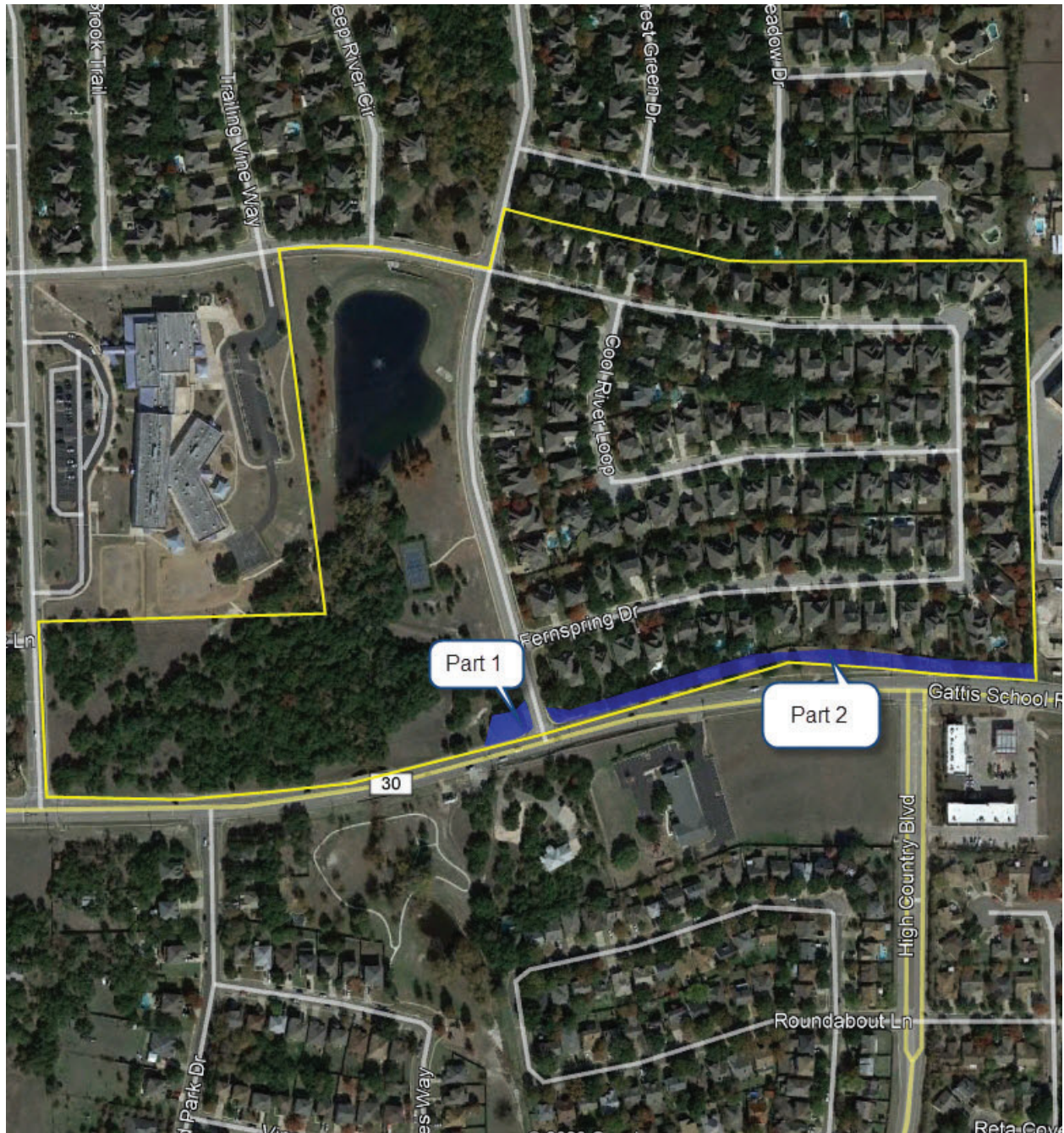
PARCEL PLAT SHOWING PROPERTY OF

COMMUNITY HOMEOWNERS ASSOCIATION
OF LAKE FOREST, INC.PARCEL 12
PART 2

SCALE	PROJECT	COUNTY
1" = 100'	GATTIS SCHOOL ROAD	WILLIAMSON



The following exhibit indicates the whole property and the acquisitions.





COMMUNITY HOMEOWNERS
ASSOCIATION OF LAKE FOREST, INC.
DOC. NO. 2001091900
O.P.R.W.C.T.

WSP DEVELOPMENT #1, LTD.
(REMAINDER OF 19.771 AC.)
DOC. NO. 2001019239 &
2001032313
O.P.R.W.C.T.

INLAND W
FOREST CO
DOC.

FERNSPRING DRIVE

LAKE FOREST DRIVE

GATTIS SCHOOL ROAD

HIGH COUNTRY
BOULEVARD

PROP ROW

12
PART 1
COMMUNITY HOMEOWNERS
OF LAKE FOREST, INC.
(COND TRACT)
DOC. NO. 2001091900
O.P.R.W.C.T.

0.082 AC.

12
PART 2

0.632 AC.

16
0.096 AC.

0.260 AC.

13
0.297 AC.

14
0.099 AC.

15
0.095 AC.

10
0.295 AC.

11

FAITH BAPTIST CHURCH OF
ROUND ROCK, TEXAS
(2.39 AC.)
DOC. NO. 2001088258
O.P.R.W.C.T.
LOT 1, BLOCK A
FBC ADDITION
CAB. W, SLIDE 116-117
P.R.W.C.T.

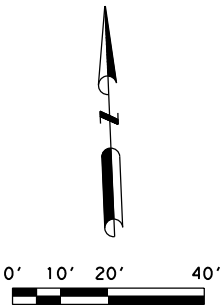
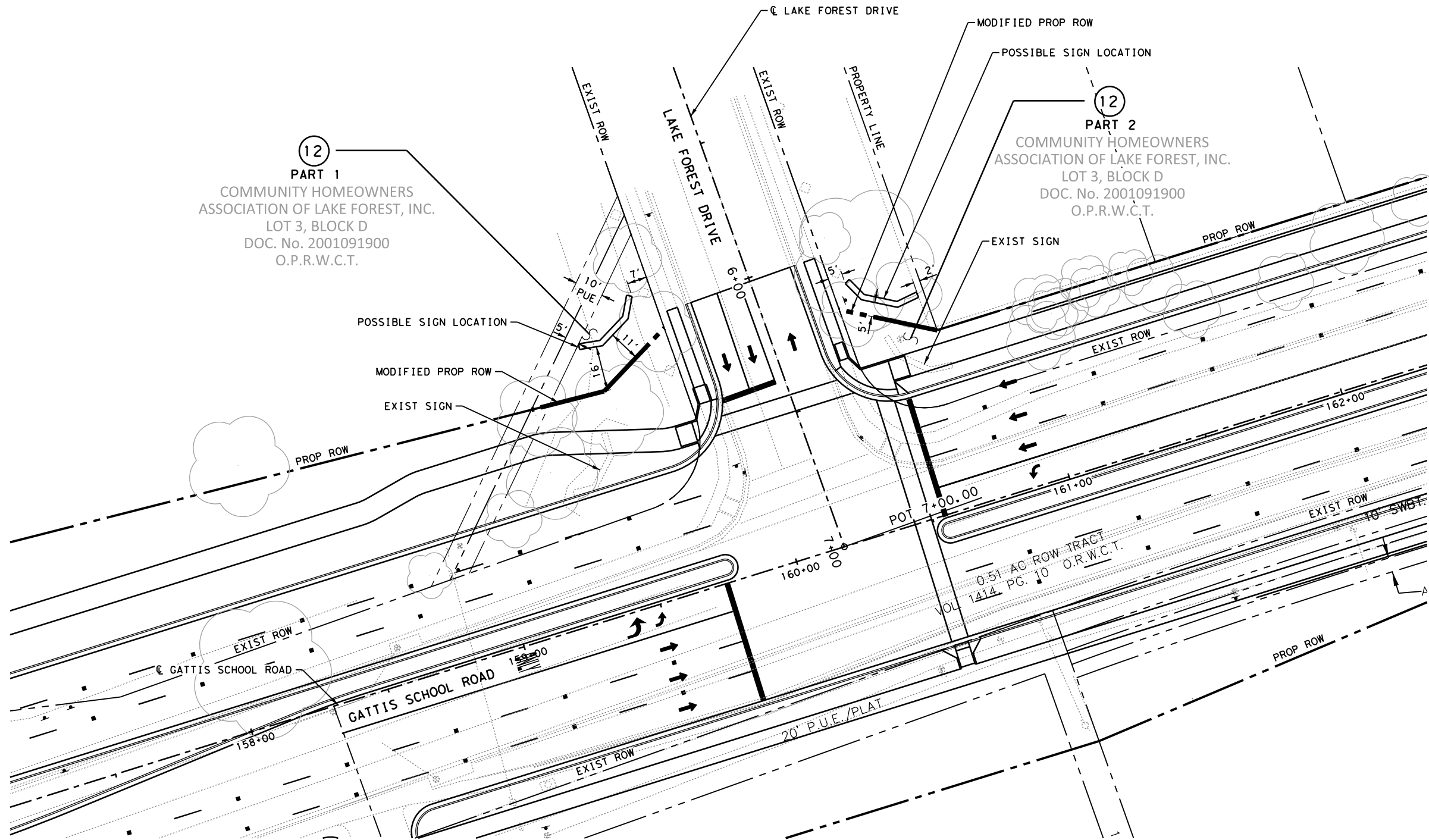
MENFI A. MANAGEMENT, LP.
DOC. NO. 2007099309
O.P.R.W.C.T.

HIGH COUNTRY INV., LP
DOC. NO. 2005060619
O.P.R.W.C.T.
HIGH COUNTRY, SECTION THREE
CAB. L, SLIDE 300-302
P.R.W.C.T.

CITY OF ROUND ROCK
1.276 ACRE
DRAINAGE,
STORMSEWER &
DETENTION LOT

WAYNE PULLIAM AND WIFE,
MARILYN PULLIAM
DOC. NO. 9859497
O.R.W.C.T.
PULLIAM SHIRE
CAB. X, SLIDE 64-65
P.R.W.C.T.

ARGO
AL




PRELIMINARY


SUBMITTED FOR INTERIM REVIEW
Under the authority of:

ARNOLD GONZALES, JR., PE No 98234
DATE: 12/26/2019, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

12/26/2019

NO.	DATE	REVISION	APPROVED





BGE, Inc.
101 W. Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

GATTIS SCHOOL ROAD
PARCEL 12
EXHIBIT

SHEET 1 OF 1

DESIGNED BY:	ER	1
DRAWN BY:	NL	
CHECKED BY:		
APPROVED BY:	AC	



City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Babb Investments, L.L.C. for the purchase of a 0.121-acre parcel required for construction of Gattis School Road (Phase 3).

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$97,770.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2020-0108

The City's approved appraisal value for this parcel acquisition was \$92,499. The owner requested a slight increase in the land component unit value, for the current total purchase price of \$97,770, which was reviewed with and recommended for approval by the Transportation Director (Parcel 14).

Cost: \$97,770.00

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

RESOLUTION NO. R-2020-0108

WHEREAS, the City of Round Rock (“City”) desires to purchase a 0.121-acre parcel required for construction of the Gattis School Road (Phase 3) Project (Parcel 14); and

WHEREAS, Babb Investments, L.L.C., the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Babb Investments, L.L.C. for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BABB INVESTMENTS, L.L.C., a Utah limited liability company, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.121 acre (5,271 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 14**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY and 00/100 Dollars (\$97,770.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, however, Seller shall otherwise be responsible for all ad valorem taxes to the date of deeded ownership transfer. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

BABB INVESTMENTS, L.L.C.,
a Utah limited liability company

By: 

Address: 9424 South 300 West

Name: Matthew G. Cooper

Sandy, UT 84070

Its: Challenger School Foundation, Manager
By Matthew G. Cooper, Its Secretary

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Parcel: 14
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 0.121 ACRE (5,271 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A (3.017 ACRE) OF FINAL PLAT RANDALL'S TOWN CENTRE SECTION SIX, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2011051435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO BABB INVESTMENTS, L.L.C. RECORDED IN DOCUMENT NO. 2011053307 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.121 ACRE (5,271 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "TERRA-FIRMA" found 181.86 feet right of proposed Gattis School Road Baseline Station 65+38.28, being a point of curvature to the left in the westerly boundary line of said Lot 1, same being in the existing easterly Right-of-Way (ROW) line of Joyce Lane (ROW width varies);

THENCE, with the common boundary line of said Lot 1 and said existing easterly ROW line, along said curve to the left having a delta angle of 10°07'31", a radius of 430.00 feet, an arc length of 75.99 feet and a chord which bears N 06°12'26" E, for a distance of 75.89 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154288.26, E=3141693.43 TxSPC Zone 4203), 106.68 feet right of proposed Gattis School Road Baseline Station 65+48.68, being in the proposed southerly right-of-way (ROW) line of Gattis School Road, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with the curving common boundary line of said Lot 1 and said existing ROW line, along said curve to the left, having a delta angle of 03°12'49", a radius of 430.00 feet, an arc length of 24.12 feet and a chord which bears N 00°27'45" W, for a distance of 24.12 feet to an iron rod with plastic cap stamped "G&R SURVEYING" found, for a point of non-tangency;
- 2) **THENCE**, continuing with said common boundary line and ROW line, N 01°32'54" W, for a distance of 15.86 feet to a 1/2 inch iron rod found leaning at the point of beginning of a non-tangent curve to the right transitioning from said existing easterly ROW line of Joyce Lane to the existing southerly ROW line of Gattis School Road (ROW width varies), for the northwesterly corner of the herein described tract;
- 3) **THENCE**, along said curve to the right, having a delta angle of 89°53'18", a radius of 15.00 feet, an arc length of 23.55 feet and a chord which bears N 43°10'36" E, for a distance of 21.21 feet to an iron rod with plastic cap stamped "G&R SURVEYING" found, for a point of non-tangency in said existing southerly ROW line of Gattis School Road;
- 4) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said Lot 1, N 87°57'03" E, for a distance of 145.55 feet to a concrete monument with a brass disk found, being an angle point in said existing southerly ROW line, same being the northeasterly corner of said Lot 1, being in the westerly boundary line of that called 4.769 acre tract of land described in General Warranty Deed to Challenger School Foundation recorded in Document No. 2015019937 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which, a 3/8" iron rod found, being the northwesterly corner of said 4.769 acre tract, same being an angle point in said existing southerly ROW line bears, with the common existing ROW line and the westerly boundary line of said 4.769 acre tract, N 21°05'42" W, at a distance of 39.37 feet;

- 5) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said 4.769 acre tract and said Lot 1, **S 21°00'33" E**, for a distance of **32.23** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 81.19 feet right of proposed Gattis School Road Baseline Station 67+19.88 in said proposed southerly ROW line of Gattis School Road, for the southeasterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the southeasterly corner of said Lot 1, same being an angle point in said westerly boundary line of the 4.769 acre tract, also being the common corner of Lot 7 and Lot 8, Block D of the Final Plat of Enclave At Town Centre, Phase I recorded in Cabinet Z, Slide 30-31 of the Plat Records of Williamson County, Texas bears, **S 21°00'33" E**, at a distance of 470.04 feet;

THENCE, departing said 4.769 acre tract, through the interior of said Lot 1, with said proposed southerly ROW line, the following two (2) courses:

- 6) **S 88°07'39" W**, for a distance of **146.21** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 81.65 feet right of proposed Gattis School Road Baseline Station 65+74.19, for an angle point;
- 7) **S 43°51'54" W**, for a distance of **35.75** feet to the **POINT OF BEGINNING**, containing 0.121 acre (5,271 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

24 FEB 2020

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

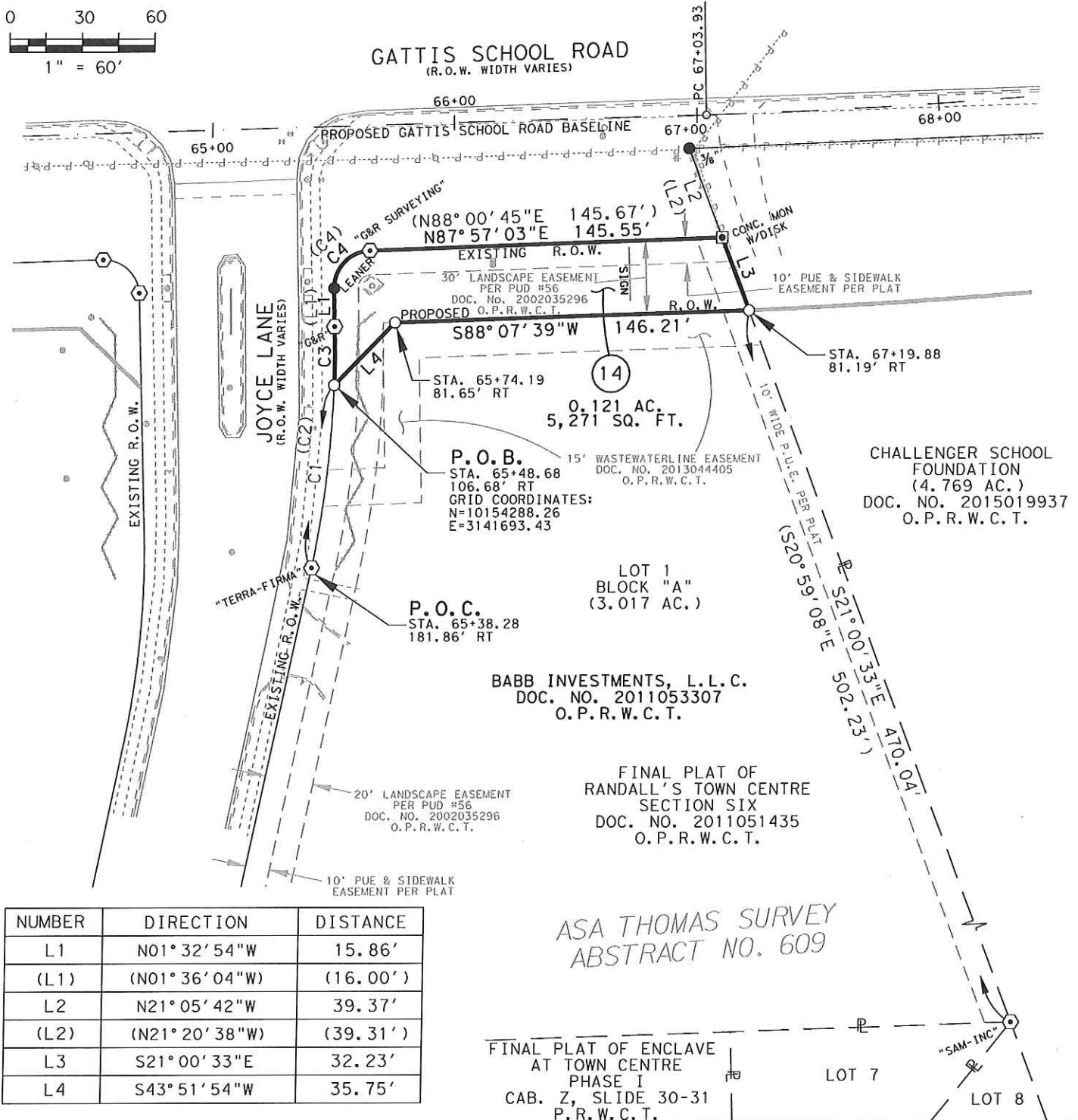
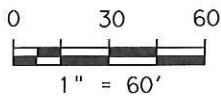
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/28/19
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 07' 31"	430.00'	75.99'	75.89'	N06° 12' 26"E
(C2)		(430.00')	(100.14')	(99.91')	(N04° 31' 51"E)
C3	03° 12' 49"	430.00'	24.12'	24.12'	N00° 27' 45"W
C4	89° 53' 18"	15.00'	23.55'	21.21'	N43° 10' 36"E
(C4)		(15.00')	(23.44')	(21.13')	(N43° 09' 31"E)

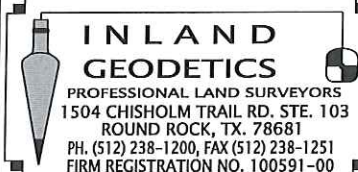


NUMBER	DIRECTION	DISTANCE
L1	N01° 32' 54"W	15.86'
(L1)	(N01° 36' 04"W)	(16.00')
L2	N21° 05' 42"W	39.37'
(L2)	(N21° 20' 38"W)	(39.31')
L3	S21° 00' 33"E	32.23'
L4	S43° 51' 54"W	35.75'

PARCEL PLAT SHOWING PROPERTY OF

BABB INVESTMENTS, L.L.C.

PARCEL 14

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/28/19
PAGE 4 OF 4

LEGEND

☐	BRASS DISK IN CONCRETE FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND, UNLESS NOTED	℄	PROPERTY LINE
⊙	IRON SET W/ PLASTIC CAP	()	RECORD INFORMATION
	STAMPED "INLAND-4933"	— —	LINE BREAK
⊙	IRON ROD FOUND W/PLASTIC CAP, AS NOTED	↘	DENOTES COMMON OWNERSHIP
⊙	COTTON GIN SPINDLE FOUND	P.O.B.	POINT OF BEGINNING
⊙	1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.C.	POINT OF COMMENCING
X	X CUT FOUND	N.T.S.	NOT TO SCALE
⊗	MAG NAIL FOUND	STMSE	STORM SEWER EASEMENT
▲	60/D NAIL FOUND	SSE	SANITARY SEWER EASEMENT
△	MAG NAIL SET	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	IRON ROD W/ ALUMINUM CAP		WILLIAMSON COUNTY, TEXAS
	STAMPED "ROW-4933" SET	O.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)		WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1920239-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 28, 2019, ISSUE DATE JUNE 6, 2019.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2011051435, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN DOC. NO. 2011051435, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SUBJECT TO.

H. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ORDINANCE RECORDED IN DOCUMENT. NO. 2002035296, AND AS AMENDED IN DOCUMENT NO. 2002053541, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DRAINAGE CONSTRUCTION/MAINTENANCE AGREEMENT RECORDED IN DOCUMENT. NO. 2002091945, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DECLARATION OF DRAINAGE EASEMENT AND DETENTION POND MAINTENANCE RECORDED IN DOCUMENT NO. 2005045959, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. ADMINISTRATIVE AMENDMENTS TO PUD 56 RECORDED IN DOCUMENT NO(S). 2005077702, 2005085691, 2010063776, AND 2013097326, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

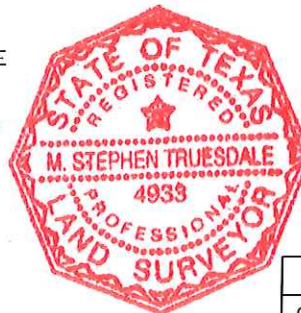
L. TERMS, CONDITIONS AND STIPULATIONS OF THOSE CERTAIN DECLARATION OF DRAINAGE EASEMENT AND DETENTION POND MAINTENANCE RECORDED IN DOCUMENT NO(S). 2009058884 AND 2011053308, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

M. EASEMENT GRANTED TO CITY OF ROUND ROCK RECORDED IN DOCUMENT NO. 2013044404, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT GRANTED TO CITY OF ROUND ROCK RECORDED IN DOCUMENT NO. 2013044405, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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

M. Stephen Truesdale 24 FEB 2020
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.121	5,271
CALC/DEED AREA	3.017	131,421
REMAINDER AREA	2.896	126,149

PARCEL PLAT SHOWING PROPERTY OF

BABB INVESTMENTS, L.L.C.

PARCEL 14

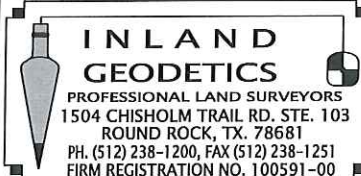
SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

EXHIBIT "B"

Parcel 14

DEED

Gattis School Road Ph. 3 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That BABB INVESTMENTS, L.L.C., a Utah limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.121 acre (5,271 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 14**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of April, 2020.

[signature page follows]

GRANTOR:

BABB INVESTMENTS, L.L.C.,
a Utah limited liability company

By: 

Name: Matthew G. Cooper

Its: Challenger School Foundation, Manager
Matthew G. Cooper, Its Secretary

ACKNOWLEDGMENT

STATE OF UTAH

§

§

COUNTY OF SALT LAKE

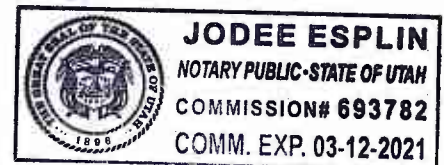
§

This instrument was acknowledged before me on this the 6th day of April,
2020 by Matthew G. Cooper, in the capacity and for the purposes and consideration
recited therein.


Notary Public, State of Utah

PREPARED IN THE OFFICE OF:

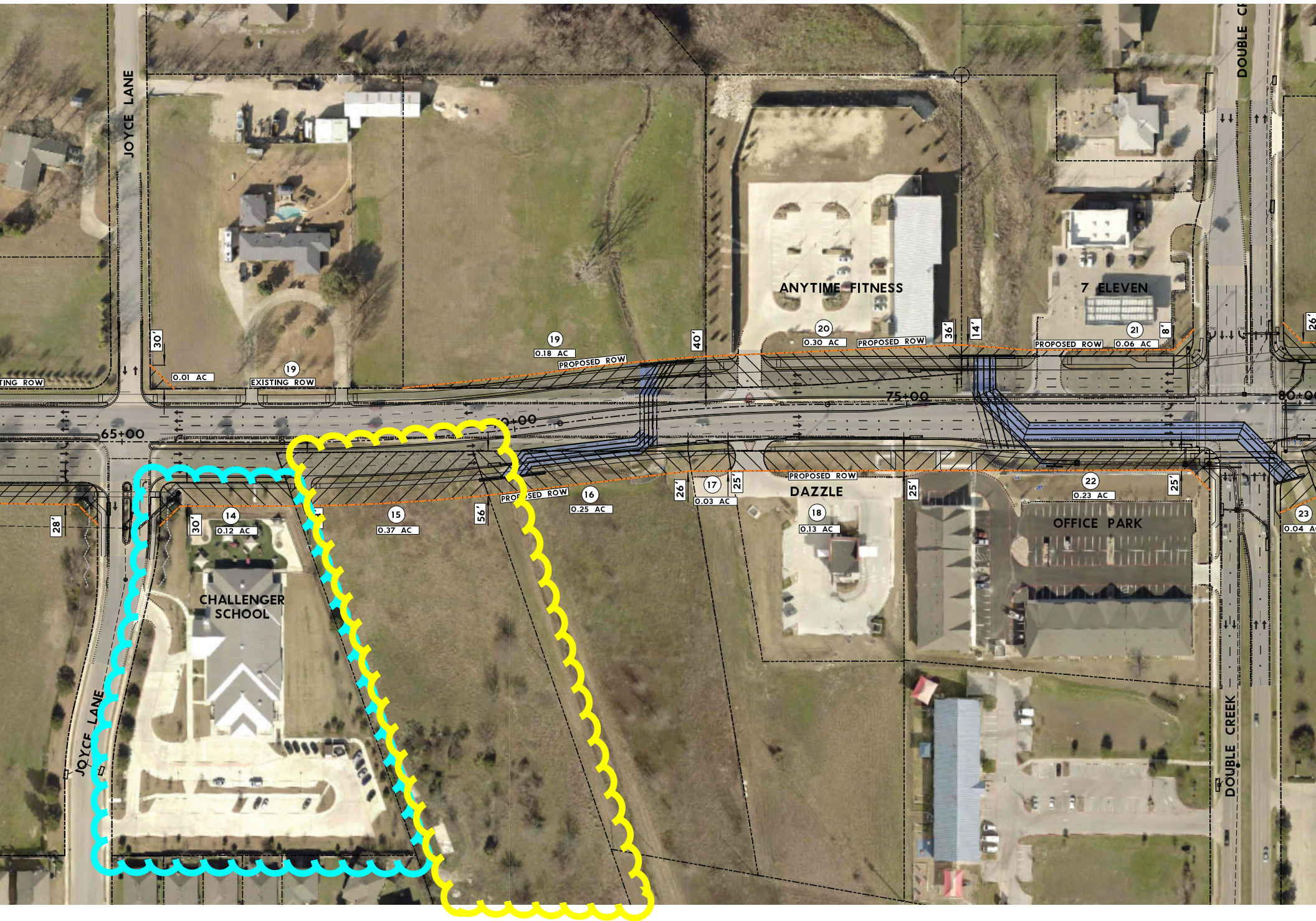
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



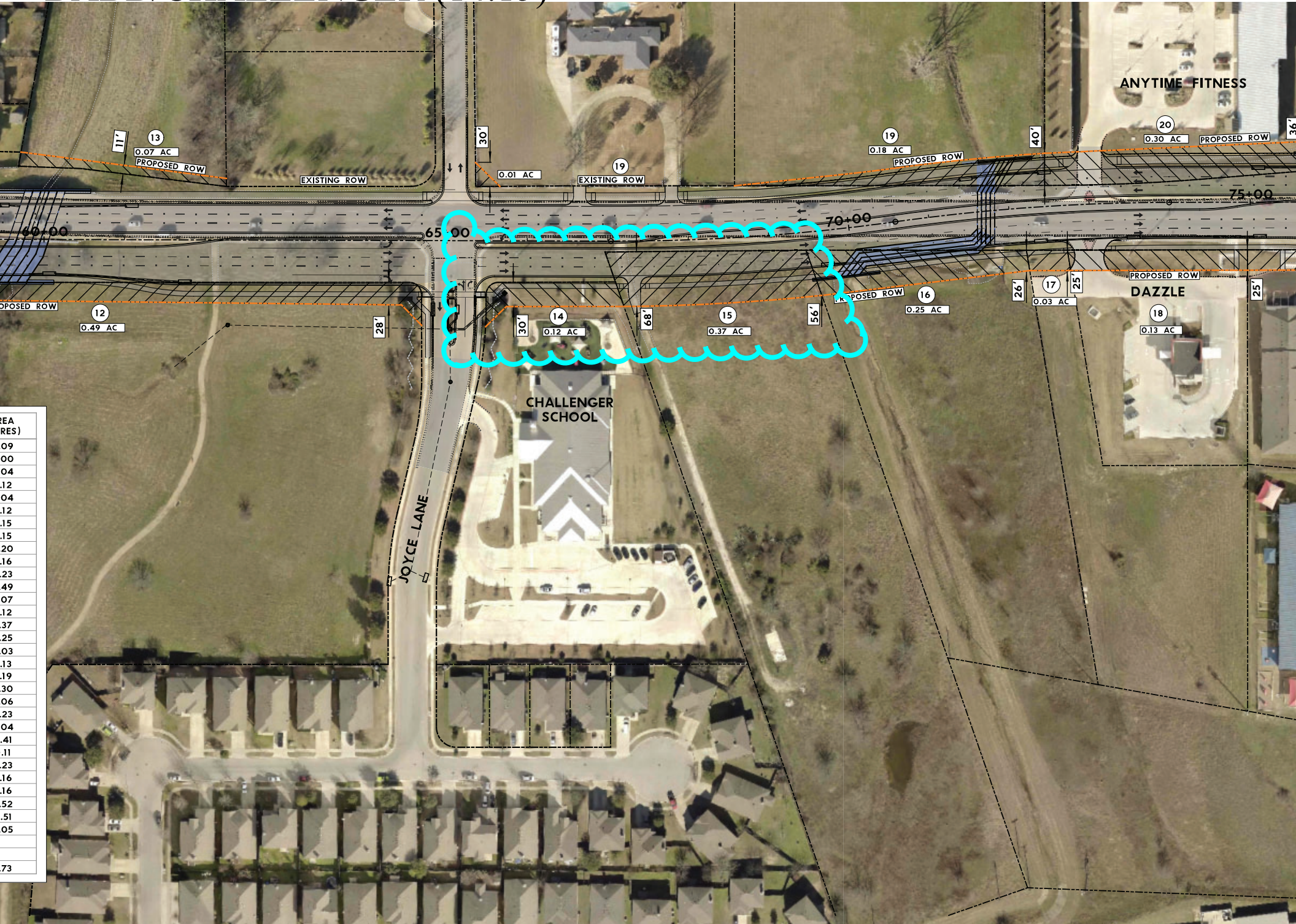
GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:



BABB/CHALLENGER (14.15)



AREA (RES)
09
00
04
.12
04
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.23
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03
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.52
.51
05
73

Date Taken: October 17, 2019

Description: East view along the proposed acquisition from the west property boundary



Date Taken: October 17, 2019

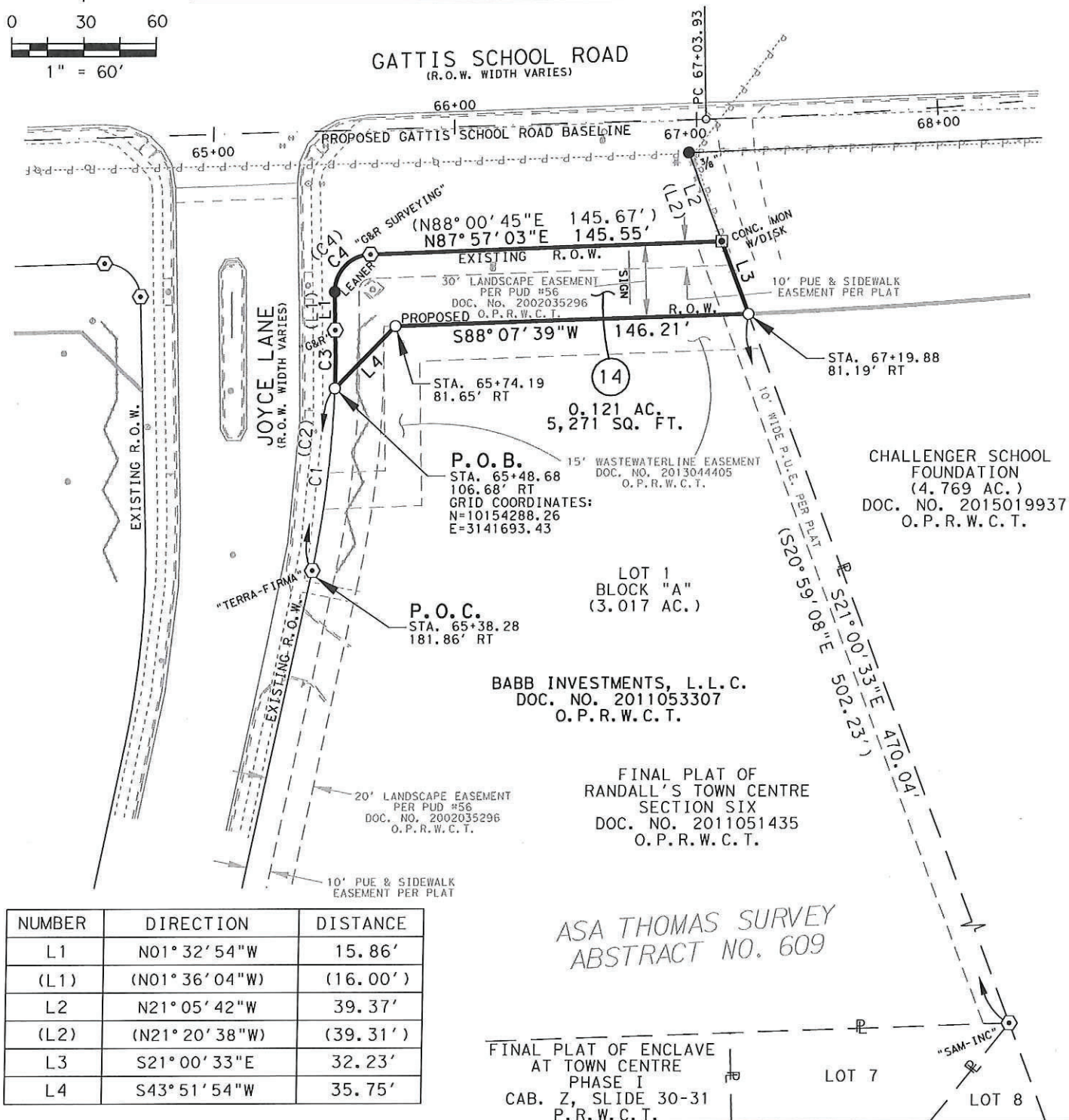
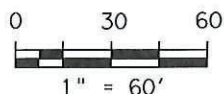
Description: West view along the proposed acquisition from the east property boundary



PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/28/19
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 07' 31"	430.00'	75.99'	75.89'	N06° 12' 26"E
(C2)		(430.00')	(100.14')	(99.91')	(N04° 31' 51"E)
C3	03° 12' 49"	430.00'	24.12'	24.12'	N00° 27' 45"W
C4	89° 53' 18"	15.00'	23.55'	21.21'	N43° 10' 36"E
(C4)		(15.00')	(23.44')	(21.13')	(N43° 09' 31"E)



NUMBER	DIRECTION	DISTANCE
L1	N01° 32' 54"W	15.86'
(L1)	(N01° 36' 04"W)	(16.00')
L2	N21° 05' 42"W	39.37'
(L2)	(N21° 20' 38"W)	(39.31')
L3	S21° 00' 33"E	32.23'
L4	S43° 51' 54"W	35.75'

PARCEL PLAT SHOWING PROPERTY OF

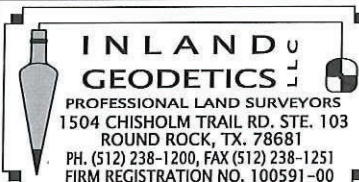
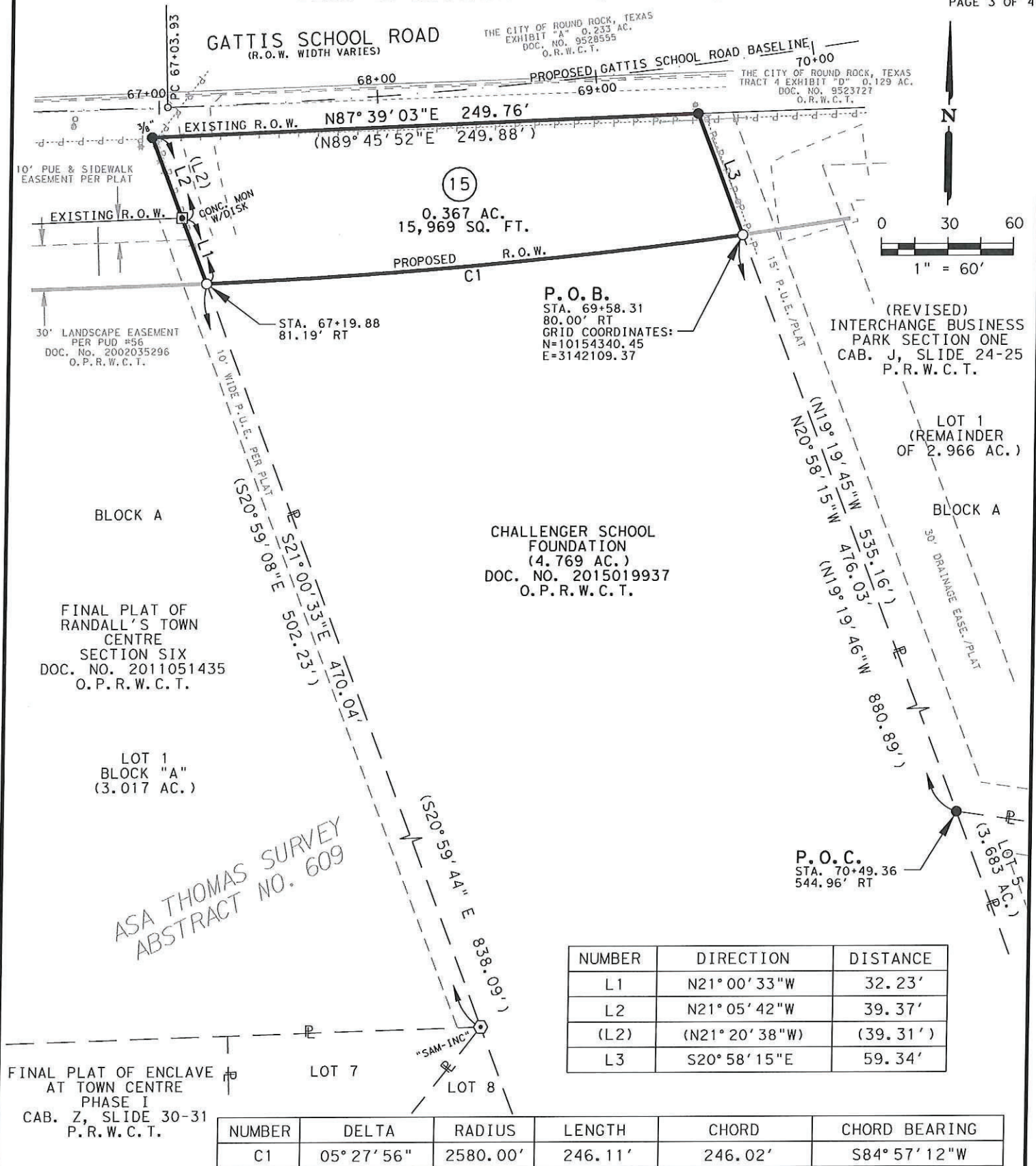
BABB INVESTMENTS, L.L.C.

PARCEL 14

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/01/19
PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF
CHALLENGER SCHOOL FOUNDATION

PARCEL 15

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON



City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Challenger School Foundation for the purchase of a 0.367-acre parcel required for construction of Gattis School Road (Phase 3).

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$83,137.00

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

Attachments: Resolution, Exhibit, Map and Location Pics

Department: Transportation Department

Text of Legislative File 2020-0109

The proposed purchase price is equal to the City's approved appraisal value for this parcel acquisition (Parcel 15).

Cost: \$83,137.00

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

RESOLUTION NO. R-2020-0109

WHEREAS, the City of Round Rock (“City”) desires to purchase a 0.367-acre parcel required for construction of the Gattis School Road (Phase 3) Project (Parcel 15); and

WHEREAS, Challenger School Foundation, the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with Challenger School Foundation for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHALLENGER SCHOOL FOUNDATION, a California nonprofit corp., (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.367 acre (15,969 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY-SEVEN and 00/100 Dollars (\$83,137.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, however, Seller shall otherwise be responsible for all ad valorem taxes to the date of deeded ownership transfer. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

CHALLENGER SCHOOL FOUNDATION,
a California nonprofit corp.

By: M. L. Lopez

Address: 9424 South 300 West

Name: Matthew G. Cooper

Sandy, UT 84070

Its: Secretary

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Parcel: 15
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF A 0.367 ACRE (15,969 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.769 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO CHALLENGER SCHOOL FOUNDATION RECORDED IN DOCUMENT NO. 2015019937 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.367 ACRE (15,969 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found 544.96 feet right of proposed Gattis School Road Baseline Station 70+49.36, being the common corner of the remainder of Lot 1 and Lot 5, Block A, Interchange Business Park, Section One (Revised), a subdivision of record in Cabinet J, Slide 24-25 of the Plat Records of Williamson County, Texas, same being a point in the easterly boundary line of said 4.769 acre tract;

THENCE, departing said Lot 5, with the common boundary line of said remainder of Lot 1, and said 4.769 acre tract, N 20°58'15" W, for a distance of 476.03 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154340.45, E=3142109.37 TxSPC Zone 4203), 80.00 feet right of proposed Gattis School Road Baseline Station 69+58.31, being in the proposed southerly right-of-way (ROW) line of Gattis School Road, (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said remainder of Lot 1, through the interior of said 4.769 acre tract, with said proposed southerly ROW line, along a curve to the right, having a delta angle of **05°27'56"**, a radius of **2580.00** feet, an arc length of **246.11** feet and a chord which bears **S 84°57'12" W**, for a distance of **246.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 81.19 feet right of proposed Gattis School Road Baseline Station 67+19.88, being in the westerly boundary line of said 4.769 acre tract, same being in the easterly boundary line of Lot 1, Block A (3.017 acres), Final Plat Randall's Town Centre, Section Six, a subdivision of record in Document No. 2011051435 of the Official Public Records of Williamson County, Texas, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the southeasterly corner of said Lot 1, (3.017 acre tract), same being an angle point in said westerly boundary line of the 4.769 acre tract, also being the common corner of Lot 7 and Lot 8, Block D of the Final Plat of Enclave At Town Centre, Phase I, a subdivision of record in Cabinet Z, Slide 30-31, Plat Records of Williamson County, Texas bears, **S 21°00'33" E**, at a distance of 470.04 feet;
- 2) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said 4.769 acre tract and said 3.017 acre tract, **N 21°00'33" W**, for a distance of **32.23** feet to a concrete monument with a brass disk found, being the northeasterly corner of said 3.017 acre tract, same being an angle point in the existing southerly Right-of-Way (ROW) line of Gattis School Road, for an angle point herein;
- 3) **THENCE**, departing said 3.017 acre tract, with the common westerly boundary line of said 4.769 acre tract and said existing southerly ROW line, **N 21°05'42" W**, for a distance of **39.37** feet to a 3/8" iron rod found, being the northwesterly corner of said 4.769 acre tract, same being an angle point in said existing southerly ROW line, for the northwesterly corner of the herein described tract;
- 4) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said 4.769 acre tract, **N 87°39'03" E**, for a distance of **249.76** feet, to a 1/2" iron rod found, being the northeasterly corner of said 4.769 acre tract, same being the northwesterly corner of said remainder of Lot 1, Interchange Business Park, for the northeasterly corner of the herein described tract;

- 5) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said 4.769 acre tract and said remainder of Lot 1, **S 20°58'15" E**, for a distance of **59.34** feet to the **POINT OF BEGINNING**, containing 0.367 acre (15,969 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

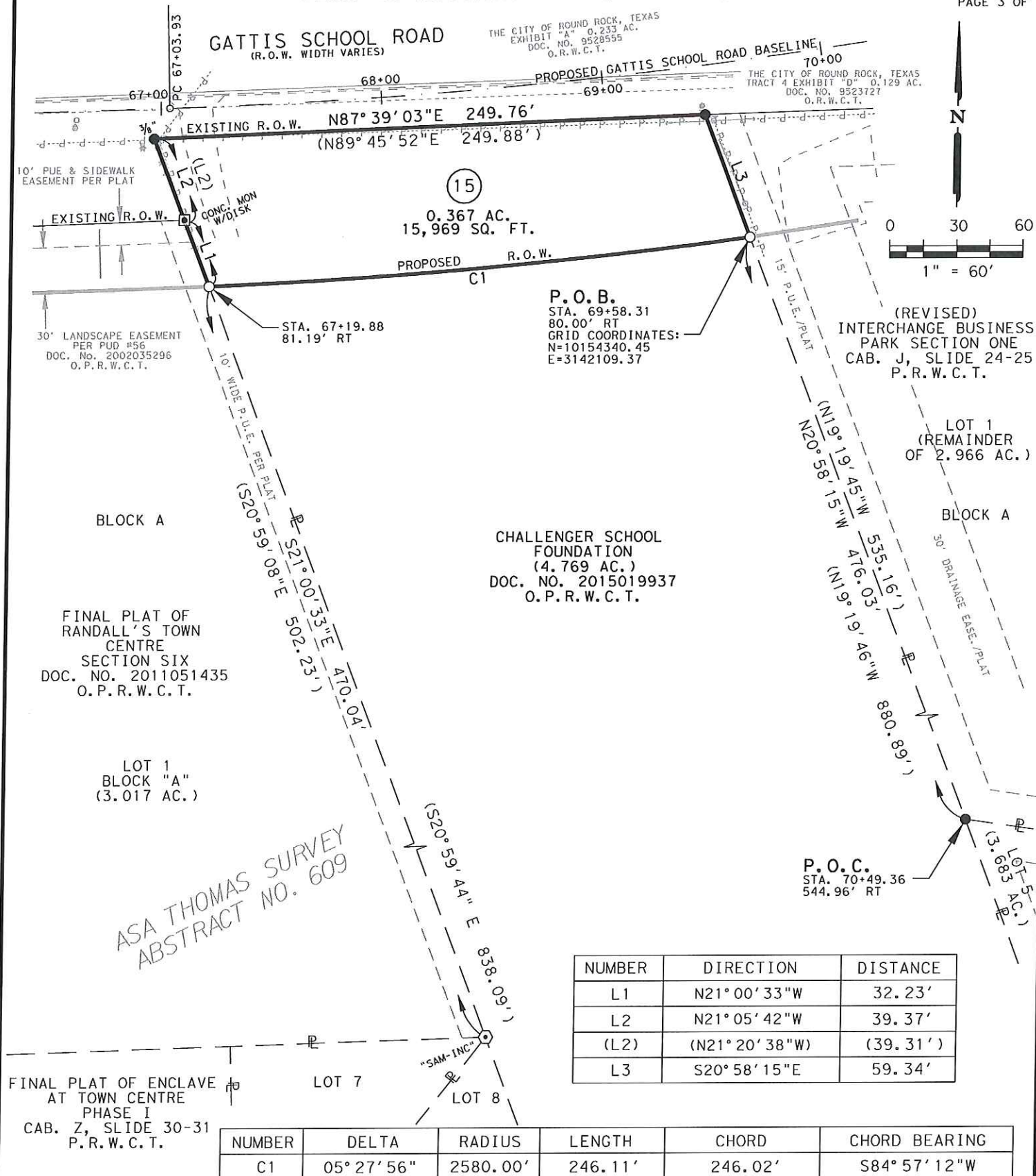
24 FEB 2020

Date

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/01/19
PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF
CHALLENGER SCHOOL FOUNDATION

PARCEL 15

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/01/19
PAGE 4 OF 4

LEGEND

☐	BRASS DISK IN CONCRETE FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND, UNLESS NOTED	℄	PROPERTY LINE
⊙	IRON SET W/ PLASTIC CAP	()	RECORD INFORMATION
	STAMPED "INLAND-4933"	—/—	LINE BREAK
⊙	IRON ROD FOUND W/PLASTIC CAP, AS NOTED	↯	DENOTES COMMON OWNERSHIP
⊙	COTTON GIN SPINDLE FOUND	P.O.B.	POINT OF BEGINNING
⊙	1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.C.	POINT OF COMMENCING
×	X CUT FOUND	N.T.S.	NOT TO SCALE
⊗	MAG NAIL FOUND	STMSE	STORM SEWER EASEMENT
▲	60/D NAIL FOUND	SSE	SANITARY SEWER EASEMENT
△	MAG NAIL SET	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	IRON ROD W/ ALUMINUM CAP		WILLIAMSON COUNTY, TEXAS
	STAMPED "ROW-4933" SET	O.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)		WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1920241-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 23, 2019, ISSUE DATE JUNE 4, 2019.

101. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 63, OF THE DEED RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 848, PAGE 661, OF THE DEED RECORDS OF WILLIAMSON COUNTY, SUBJECT TO.
- K. BUILDING SETBACK REQUIREMENTS AS SET FORTH IN VOLUME 844, PAGE 912, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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



M. Stephen Truesdale 24 FEB 2020
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

	ACRES	SQUARE FEET
ACQUISITION	0.367	15,969
CALC/DEED AREA	4.769	207,738
REMAINDER AREA	4.402	191,769

PARCEL PLAT SHOWING PROPERTY OF

CHALLENGER SCHOOL FOUNDATION

PARCEL 15

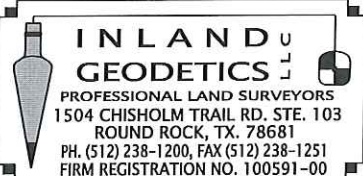
SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

EXHIBIT "B"

Parcel 15

DEED

Gattis School Road Ph. 3 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That CHALLENGER SCHOOL FOUNDATION, a California nonprofit corp., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.367 acre (15,969 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of April, 2020.

[signature page follows]

GRANTOR:

CHALLENGER SCHOOL FOUNDATION,
a California nonprofit corp.

By: *Matthew G. Cooper*

Name: Matthew G. Cooper

Its: Secretary

ACKNOWLEDGMENT

STATE OF UTAH

§

§

COUNTY OF SALT LAKE

§

This instrument was acknowledged before me on this the 6th day of April,
2020 by Matthew G. Cooper, in the capacity and for the purposes and consideration
recited therein.

Jodee Esplin
Notary Public, State of UTAH

PREPARED IN THE OFFICE OF:

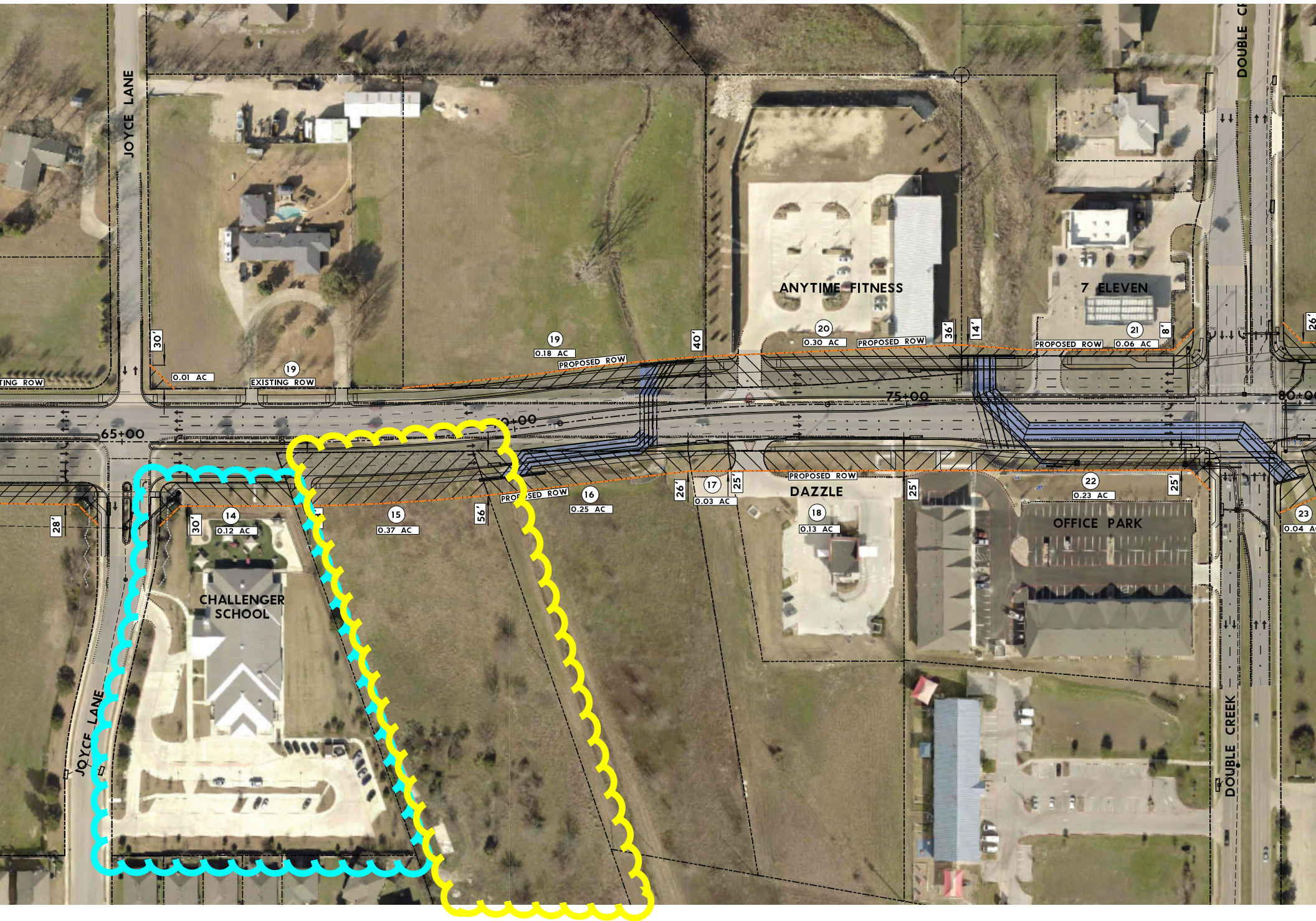
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



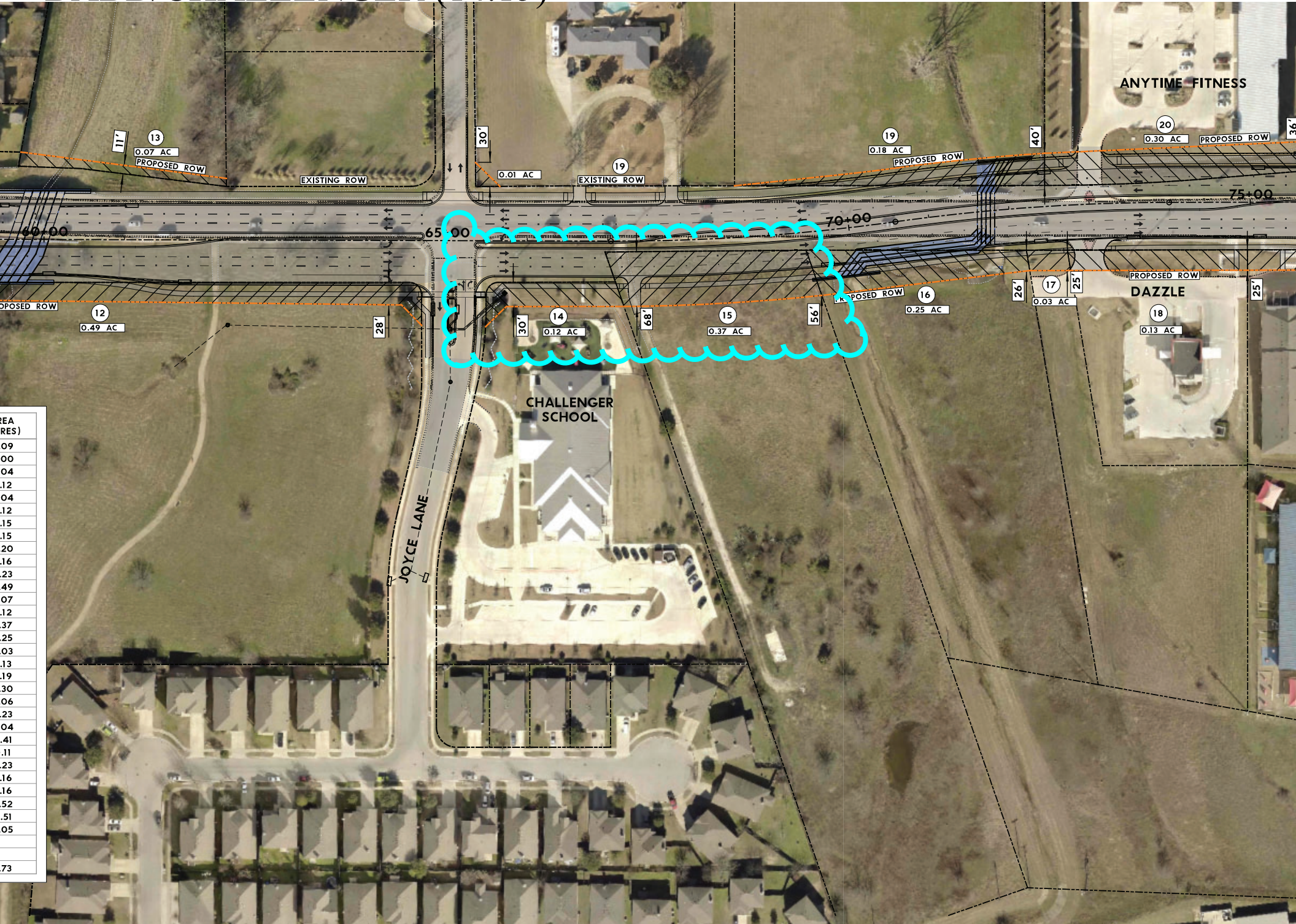
GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:



BABB/CHALLENGER (14.15)



AREA (ACRES)
0.09
0.00
0.04
0.12
0.04
0.12
0.15
0.15
0.20
0.16
0.23
0.49
0.07
0.12
0.37
0.25
0.03
0.13
0.19
0.30
0.06
0.23
0.04
0.41
0.11
0.23
0.16
0.16
0.52
0.51
0.05
0.73

Date Taken: October 17, 2019

Description: East view along the proposed acquisition from the west property boundary



Date Taken: October 17, 2019

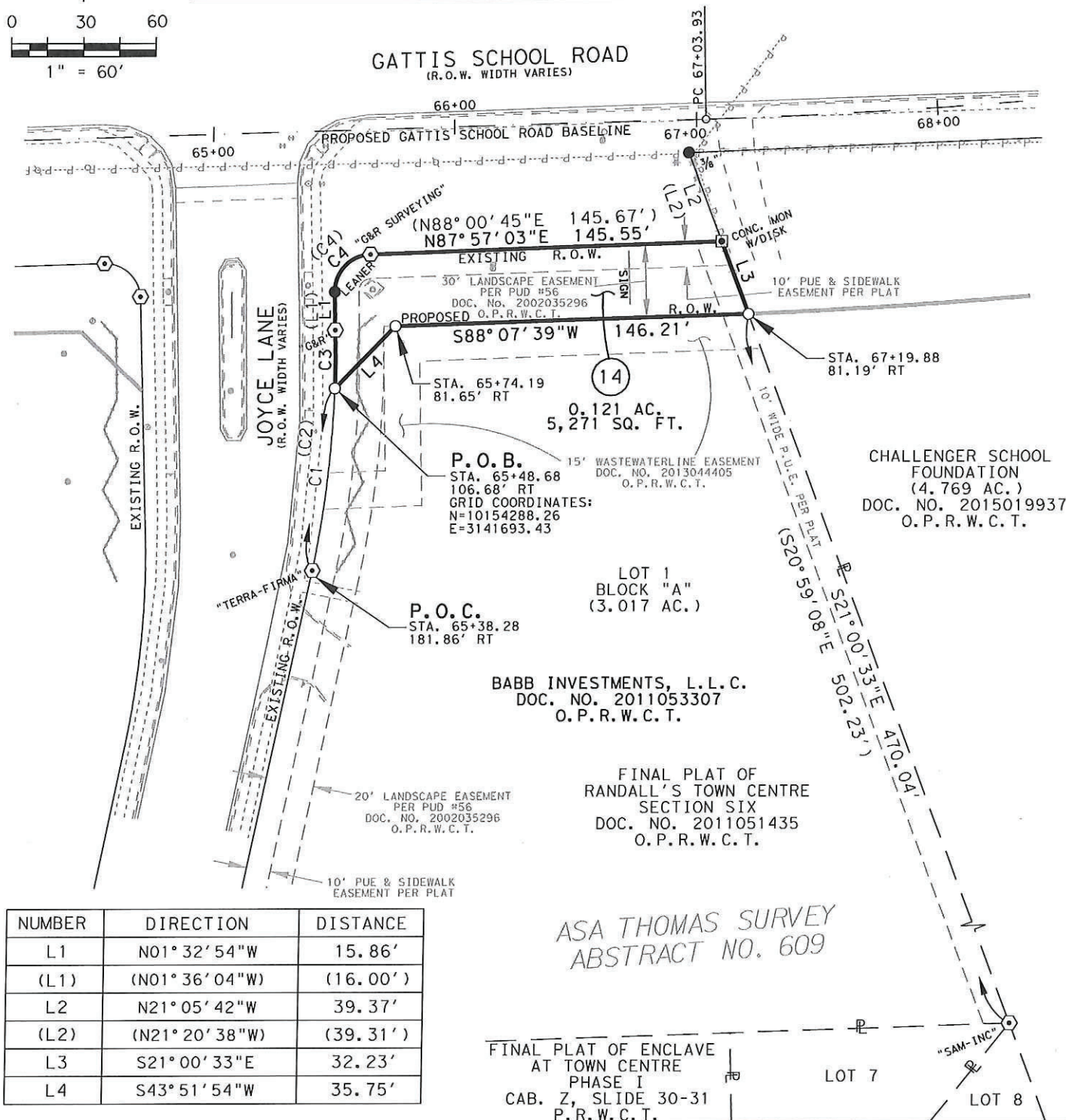
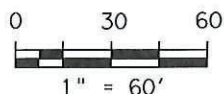
Description: West view along the proposed acquisition from the east property boundary



PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/28/19
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10° 07' 31"	430.00'	75.99'	75.89'	N06° 12' 26"E
(C2)		(430.00')	(100.14')	(99.91')	(N04° 31' 51"E)
C3	03° 12' 49"	430.00'	24.12'	24.12'	N00° 27' 45"W
C4	89° 53' 18"	15.00'	23.55'	21.21'	N43° 10' 36"E
(C4)		(15.00')	(23.44')	(21.13')	(N43° 09' 31"E)



NUMBER	DIRECTION	DISTANCE
L1	N01° 32' 54"W	15.86'
(L1)	(N01° 36' 04"W)	(16.00')
L2	N21° 05' 42"W	39.37'
(L2)	(N21° 20' 38"W)	(39.31')
L3	S21° 00' 33"E	32.23'
L4	S43° 51' 54"W	35.75'

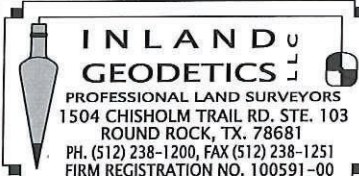
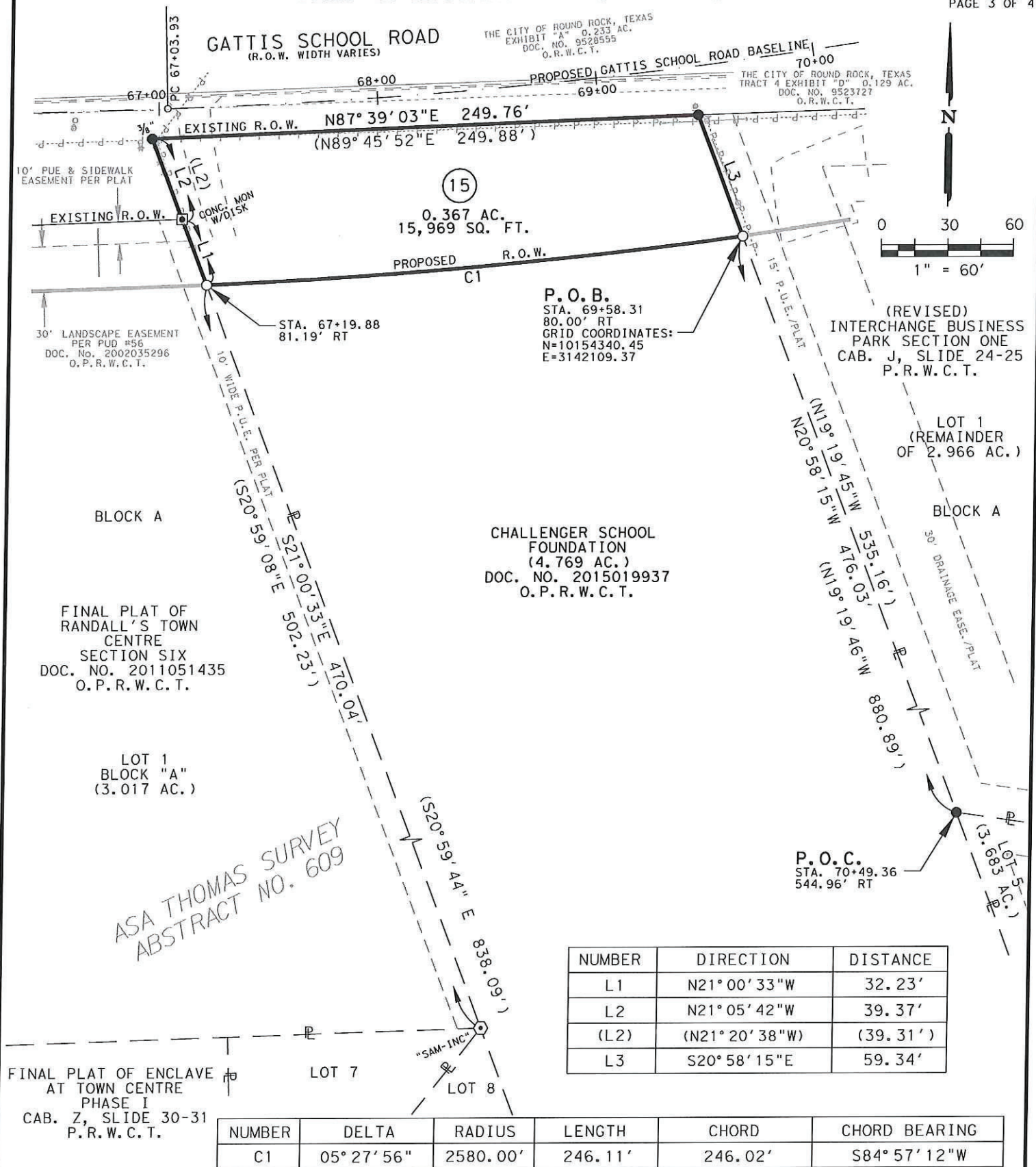
PARCEL PLAT SHOWING PROPERTY OF

BABB INVESTMENTS, L.L.C.

PARCEL 14

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSONINLAND
GEODETICSPROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/01/19
PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF
CHALLENGER SCHOOL FOUNDATION

PARCEL 15SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON



City of Round Rock

Agenda Item Summary

Agenda Number: G.15

Title: Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy Corporation - MidTex Division in its application filed on or about February 28, 2020.

Type: Resolution

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2020-0111

On or about February 28, 2020, Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). Atmos Energy's application, if approved by the Commission, will result in an increase in the monthly customer charges of \$4.71 per month for residential customers and \$14.54 per month for commercial customers. This increase, if approved, would result in a system-wide increase in Atmos Energy's revenues of about \$113.06 million.

The City is a member of the coalition of cities known as Atmos Texas Municipalities (ATM). ATM is comprised of about 50 cities and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

On March 27, 2020, Atmos Energy informed ATM's Special Counsel that it would delay implementation of its GRIP increase in rates to September 1, 2020 to not seek an increase during the midst of the COVID-19 pandemic. However, it does not appear Atmos Energy has withdrawn its pending GRIP application.

The City's ability to review and effectuate a change in Atmos Energy's requested increase, through partnership in the ATM is limited. Nonetheless, to allow for a limited review of Atmos Energy's GRIP application, it is recommended that the City suspend Atmos Energy's proposed effective date of April 28, 2020 for forty-five days as allowed by state law, so that the City may evaluate whether data and calculations in Atmos Energy's rate application are correctly done.

RESOLUTION NO. R-2020-0111

A RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about February 28, 2020 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2018 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$21.74 per customer per month	\$4.71 per customer per month	\$26.45 per customer per month	\$4.71
Rate C – Commercial Sales	\$52.26 per customer per month	\$14.54 per customer per month	\$66.80 per customer per month	\$14.54
Rate I (Industrial) & Rate T (Transportation)	\$939.80 per customer per month	\$261.93 per customer per month	\$1,201.73 per customer per month	\$261.93

WHEREAS, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$113.06 million, of which ATM’s portion is about \$11.15 million; and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, the effective date proposed by Atmos Energy is April 28, 2020 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 12, 2020; and

WHEREAS, on March 27, 2020, Atmos Energy informed ATM's Special Counsel that it would delay implementation of its GRIP increase in rates to September 1, 2020, but Atmos Energy has not withdrawn its pending GRIP application; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

Section 5. To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response

to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy., Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

RESOLVED this 23rd day of April, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance authorizing the issuance of City of Round Rock, Texas Limited Tax Note, Series 2020; levying an Ad Valorem Tax in support of the Note; awarding the sale of the Note; and authorizing other matters related to the issuance of the Note. (First Reading)(Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2020-0112

This item will authorize Limited Tax Note of the City of Round Rock, Texas to be issued and delivered in the aggregate principal amount or approximately \$4,500,000 for the purpose of purchasing City vehicles and paying the costs of issuing the note.

Each year, the City acquires a portion of its heavy equipment and vehicles through a tax-exempt leasing program. This year, due to circumstances in the market resulting from the novel coronavirus (COVID-19), the City will be using a limited tax note for the funding of this equipment.

A limited tax note is a note issued under Chapter 1431 of the Texas Government Code payable from ad valorem taxes, within the limits set by state law, which can have a maturity of up to seven years if issued for the construction of public works or the purchase of materials, supplies, equipment, machinery, buildings, lands, or rights-of-way for the City's authorized needs and purposes.

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK,
TEXAS LIMITED TAX NOTE, SERIES 2020; LEVYING AN AD VALOREM TAX IN
SUPPORT OF THE NOTE; AWARDING THE SALE OF THE NOTE; AND
AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE NOTE**

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITY OF THE NOTE. The Note shall have the Dated Date of May 21, 2020, shall be in fully registered form, without coupons, and initially there shall be issued, sold, and delivered hereunder one fully registered Note, in the denomination of \$_____,000, numbered R-1 with notes issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Note (in each case, the "Registered Owner"), and the Note shall mature and be payable in annual installments as set forth in the FORM OF NOTE set forth in this Ordinance. The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto.

Section 3. INTEREST. The Note shall bear interest on the unpaid balance of the principal amount thereof from the Dated Date to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF NOTE contained in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE NOTE. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at _____, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Note (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note. Registration of assignments, transfers, conversions and exchanges of the Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The

Paying Agent/Registrar promptly shall cancel all paid Note and Note surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Note in the manner prescribed herein, and said Note shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Note and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all conversions and exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may be converted and exchanged for other Note, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Note that at all times while the Note is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be

effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Note No. R-1 representing the entire principal amount of the Note, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Note, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF NOTE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT
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**COUNTIES OF TRAVIS AND WILLIAMSON
CITY OF ROUND ROCK, TEXAS
LIMITED TAX NOTE
SERIES 2020**

DATED DATE: **MAY 21, 2020**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: **As shown below**

MATURITY DATE: _____

THE CITY OF ROUND ROCK, TEXAS (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Dated Date set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum for each outstanding principal installment as set forth below on each February 15 and August 15 of each year commencing February 15, 2021. The principal of this Note shall be paid in installments on each August 15 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth in the table below:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rates</u>
2021	\$	%
2022		
2023		
2024		
2025		

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity or redemption prior to maturity, at _____, which is the "Paying Agent/Registrar" for this Note at its designated office in _____, Texas (the "Designated Payment/Transfer Office). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Note (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the fifteenth day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment or redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated May 21, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, for the purpose of purchasing City vehicles and (ii) paying the costs of issuing the Note; and

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of this Note are NOT subject to redemption prior to maturity of the Note.

THIS NOTE IS issuable solely as a single fully registered Note, without interest coupons. As provided in the Ordinance, this Note may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Note, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note to the assignee this Note is to be registered. The form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note from time to time by the registered owner. In the case of the assignment and transfer of this Note, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for the Note is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Note and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

City Clerk

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Note is not accompanied by
an executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____,
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

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

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original principal amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Note are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Note shall be deposited in the Interest and Sinking Fund and used to pay interest on the Note.

Section 7. ESTABLISHMENT OF PROJECT FUND. (a) Project Fund. The City's Limited Tax Note Series 2020 Project Fund is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Note, including any premium, but excluding accrued interest, shall be deposited into the Project Fund.

(b) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Texas Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(d) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Note shall be used along with the Note proceeds for the purpose for which the Note is issued as set forth in Section 1 hereof or to pay principal or interest payments on the Note; provided, however, that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Note from being an arbitrage bond shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. DEFEASANCE OF THE NOTE. (a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, 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 (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 a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such

payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until the Defeased Note shall have become due and payable or (3) any combination of (1) and (2). At such time as the Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Note, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Note as aforesaid when proper notice of redemption of such Note shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may, at the discretion of the City Council, also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Note and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Note and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of the Note and the Note 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 the Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the City retains the right under

Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event the outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Note is hereby

authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 9(a) of this Ordinance for Note issued in conversion and exchange for other Note.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.

The Mayor of the City is hereby authorized to have control of the Note issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Note. The approving legal opinion of the City's Bond Counsel may, at the option of the City, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Note is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in

contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note 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 Note is 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 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or proceeds of any prior notes to pay debt service on another issue more than 90 days after the date of issue of the Note in

contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(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 Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, Assistant City Manager or Director of Finance to execute any documents, Note or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing

notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion 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.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF NOTE. The Note is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Clerk of the City is hereby authorized to attest. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 13. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Note is exempt from Securities and Exchange Commission Rule 15c2-12. Consequently, the City makes no undertaking with respect to such rule or with respect to the provision of on-going financial and operating data.

Section 14. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit the terms and conditions of this Ordinance or the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Note;
- (4) Modify the terms of payment of principal or of interest on the Note or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such

amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Note during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 15. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Note, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the City.

(b) Remedies for Default.

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

(c) Remedies Not Exclusive.

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

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

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owner with any liability, or be held personally liable to the Registered Owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit C is a substantially final form of Paying Agent/Registrar Agreement. Each of the Mayor, the City Manager and the Director of Finance are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

Section 17. NO PERSONAL LIABILITY. No covenant or agreement contained in the Note, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Note 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 Note.

Section 18. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note, the initial sale and delivery of the Note, the Paying Agent/Registrar Agreement and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Note, the City Manager or Assistant City Manager are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance or (ii) obtain the approval of the Note by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Note.

Section 20. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Owner of the Note, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Owner of the Note.

Section 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of ad valorem taxes granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at

any time while the Note is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Note or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Note.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed,
approved and effective on this 23rd day of April, 2020.

CITY OF ROUND ROCK, TEXAS

Mayor
City of Round Rock, Texas

ATTEST:

City Clerk
City of Round Rock, Texas

EXHIBIT A

DEFINITIONS

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

"*Business Day*" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"*City*" and "*City*" mean the City of Round Rock, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*Closing Date*" means the date of initial delivery of and payment for the Note.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Note are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Note, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Note.

"*Depository*" means one or more official depository banks of the City.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"*Interest and Sinking Fund*" means the special fund maintained by the provisions of Section 5 of this Ordinance.

"*Interest Payment Date*" means a date on which interest on the Note is due and payable.

"*Issuance Date*" means the date of delivery of the Note.

"*Note*" means the "City of Round Rock, Texas Limited Tax Note, Series 2020."

"*Ordinance*" means this ordinance finally adopted by the City Council on April 23, 2020.

"*Outstanding*", when used with respect to the Note, means, as of the date of determination, all Notes theretofore delivered under this Ordinance, except:

(1) Notes theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;

(2) Notes deemed paid pursuant to the provisions of Section 9 of this Ordinance;

(3) Notes upon transfer of or in exchange for and in lieu of which other Notes have been authenticated and delivered pursuant to this Ordinance

(4) Notes under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Owner*" or "*Registered Owner*" means any person or entity in whose name the Note is registered in the Security Register.

"*Record Date*" means Record Date as defined in Section 4 the Form of Note.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owner and the principal amount of the Note registered in the name of such Registered Owner.

EXHIBIT B

PAYING AGENT\REGISTRAR AGREEMENT

[See Separate Tab of Transcript]



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance authorizing the issuance of City of Round Rock, Texas General Obligation Refunding Bond, Series 2020; levying an Ad Valorem Tax in support of the Bond; awarding the sale of the Bond; approving a Paying Agent/Registrar Agreement and an Escrow Agreement; calling certain Obligations for Redemption; and authorizing other matters related to the issuance of the Bond. (First Reading)(Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2020-0113

This item will authorize the City to issue an aggregate principal amount of approximately \$7,005,000 to refund the series 2011 General Obligation (GO) bonds through a private placement debt issuance and pay the costs associated with the issuance of the bonds as set forth in the ordinance.

This year, due to circumstances in the market resulting from the novel coronavirus (COVID-19), the City will be doing a private placement as opposed to a traditional open market bond offering. Private placement debt is sold directly to a single investor and does not require a bond rating.

ORDINANCE NO. O-2020-0113

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020; LEVYING AN AD
VALOREM TAX IN SUPPORT OF THE BOND; AWARDING THE SALE OF THE
BOND; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN
ESCROW AGREEMENT; CALLING CERTAIN OBLIGATIONS FOR REDEMPTION;
AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE
BOND**

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

WHEREAS, the City of Round Rock, Texas (the "City") has duly issued and there are now outstanding the City's General Obligation Refunding Bonds, Series 2011, (the "Series 2011 Bonds"); and

WHEREAS, the City now desires to issue a general obligation refunding bond to refund the outstanding Series 2011 Bonds (the "Refunded Obligations"); and

WHEREAS, the City Council of the City deems it advisable and in the best interest of the City to issue the Bond (as defined herein) to refund the Refunded Obligations and that the refunding will result in net present value savings of \$_____ (___ %) and the City Council of the City further finds that the aggregate amount of payments under the Refunded Obligations exceeds the aggregate amount of payments under the Bond by \$_____;
and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with an eligible bank and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with an eligible bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such bank may agree, provided that such deposits may be invested and reinvested in Defeasance Securities (as defined herein); and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bond hereinafter authorized; and

WHEREAS, the City deems it appropriate to call for redemption the Refunded Obligations as set forth in this Ordinance; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor of the State of Texas on March 16, 2020, suspending certain provisions of the Open Meetings Act in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID-19).*

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bond of the City is hereby authorized to be issued pursuant to Chapter 1207, Texas Government Code, as amended, and delivered in the aggregate principal amount of \$_____ to refund the Refunded Obligations and pay the costs associated with the issuance of the Bond as further set forth in the preamble to this Ordinance.

Section 2. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF BONDS. The Bond issued pursuant to this Ordinance shall be designated: "CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated May 21, 2020, in the principal amount stated above and in the denomination of \$_____, numbered R-1, with bonds issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Bond (in each case, the "Registered Owner"), and the Bond shall mature and be payable in annual installments as set forth in the FORM OF BOND set forth in this Ordinance. The term "Bond" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto.

Section 3. INTEREST. The Bond shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the date of initial delivery to the date of maturity or redemption prior to maturity at the respective rates for each outstanding principal installment as set forth in the FORM OF BOND contained in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE BOND. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____, _____, _____ (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of the Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel the paid Bond or any Bond surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bond and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bond and shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all transfers of the Bond, and all replacements of the Bond, as provided in

this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bond shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance (to which Bond is attached the Registration Certificate of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 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 City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to

have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Bond No. R-1 representing the entire principal amount of the Bond, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Bond]

NO. R-

**UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF TRAVIS AND
WILLIAMSON
CITY OF ROUND ROCK, TEXAS
GENERAL OBLIGATION REFUNDING
BOND, SERIES 2020**

**PRINCIPAL
AMOUNT
\$_____**

DATE OF DELIVERY: MAY 21, 2020

REGISTERED OWNER:

PRINCIPAL AMOUNT:

INTEREST RATE: AS SHOWN BELOW

MATURITY DATE:

THE CITY OF ROUND ROCK, TEXAS in Travis and Williamson Counties, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the applicable rates per annum

for each outstanding principal installment as set forth below. The principal of this Bond shall be paid in installments on each August 15 in the years and in the amounts and bearing interest at the respective per annum rates, all as set forth in the table below:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rates</u>	<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rates</u>
2021	\$	%	2025	\$	%
2022			2026		
2023			2027		
2024					

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Bond on August 15, 2020 and on each February 15 and August 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Bond shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE FOR THE PAYMENT of this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other office of the Paying Agent/Registrar is located are authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS dated as of May 21, 2020 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____,000 to refund the Refunded Obligations and pay the costs associated with the issuance of the Bond.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of this Bond are NOT subject to redemption prior to maturity of the Bond.

THIS BOND IS issuable solely as a single fully registered Bond, without interest coupons. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Bond, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond from time to time by the registered owner. In the case of the assignment and transfer of this Bond, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Bond.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied

against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Clerk
(SEAL)

(signature)
Mayor

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____
_____, Texas

Paying Agent/Registrar

By: _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

—.

Please insert Social Security or Taxpayer Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bond. All ad valorem taxes levied and collected for and on account of the Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Bond is outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Bond as such principal matures (but never less than 2% of the original amount of the Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any part of the Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. ESTABLISHMENT OF ESCROW FUND.

(a) Escrow Fund. The proceeds of the Bond, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement dated May 21, 2020 attached hereto as Exhibit "A."

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bond shall be used along with the Bond proceeds for the purpose for which the Bond is issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bond; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bond from being an arbitrage bond shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 8. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owner of the Bond, including, but not limited to, its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the City.

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

(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 Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

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

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owner with any liability, or be held personally liable to the registered owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 9. DEFEASANCE OF BOND.

(a) The Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Bond shall have become due and payable or (3) any combination of (1) and (2). At such time as the Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities..

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Bond as aforesaid when proper notice of redemption of such Bond shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bond and premium, if any, and interest thereon, with respect to which such money or

Defeasance Securities have been so set aside in trust. Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Bond and such Bond shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Bond are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding Bond or otherwise provide for the funding of an escrow to effect the defeasance of the Bond, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bond.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event the Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new

Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of a replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that the Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Bond issued in conversion and exchange for another Bond.

Section 11. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor is hereby authorized to have control of the Bond issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Bond issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond. In addition, if bond insurance is obtained, the Bond may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bond or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bond or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bond or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bond, other than investment property acquired with --

(A) proceeds of the Bond 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 Bond is 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 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

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

(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 Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bond, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bond, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, the Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bond.

Section 13. SALE OF BOND. The Bond is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Clerk of the City is hereby authorized to attest. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor of the City is hereby authorized and directed to execute and deliver and the

City Clerk is hereby authorized and directed to attest an Escrow Agreement in substantially the form attached hereto as Exhibit "A". In addition, the Mayor, the City Administrator and the Deputy City Administrator are each hereby authorized to execute such subscriptions or other documentation for the purchase of United States Treasury Securities, and to authorize the transfer of such funds of the City, as may be necessary for the Escrow Fund.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of Paying Agent/Registrar Agreement. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the City Clerk is hereby authorized to attest such agreement.

Section 16. NOTICE OF REDEMPTION. Attached to this Ordinance, as Exhibit "C", and made a part hereof for all purposes, is a copy the notice of deposit and prior redemption for the Refunded Obligations in substantially final form and such Refunded Obligations described in said notice of prior redemption are hereby called for redemption and shall be redeemed prior to maturity on the dates, places, and at the prices set forth therein. The Mayor, the City Administrator and the Deputy City Administrator are each hereby authorized to amend, complete or modify such notice as necessary to call such Refunded Obligations for redemption. The Refunded Obligations are so called for redemption, and the paying agent for the Refunded Obligations is hereby directed to make appropriate arrangements so that such Refunded Obligations may be redeemed on their redemption date. A copy of such notice of redemption shall be delivered to the paying agent so mentioned in the notice.

Section 17. FURTHER PROCEDURES. The Mayor and the City Clerk and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Bond and the sale of the Bond. In case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Bond is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 19. METHOD OF AMENDMENT. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement

this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 20. RESERVED.

Section 21. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bond or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bond.

Section 22. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bond and the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bond is outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Bond the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Bond, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owner of the Bond.

Section 24. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bond, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Bond 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 Bond.

Section 25. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bond and the validity of the lien on and pledge of the ad valorem taxes to secure the payment of the Bond.

Section 26. REPEALER. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 27. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 28. EFFECTIVE DATE OF ORDINANCE. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this 23rd day of April, 2020.

CITY OF ROUND ROCK, TEXAS

By: _____
Mayor

Attest:

By: _____
City Clerk

EXHIBIT A

ESCROW AGREEMENT

[See Separate Tab this Transcript]

EXHIBIT B
PAYING/AGENT REGISTRAR AGREEMENT

[See Separate Tab this Transcript]

EXHIBIT C

NOTICE OF REDEMPTION AND DEFEASANCE

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Round Rock, Texas (the "City") have been defeased and called for redemption by the City prior to their scheduled maturities on August 15, 2020 (the "Redemption Date") at a redemption price of par plus accrued interest to the Redemption Date as follows:

CITY OF ROUND ROCK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2011, maturing on August 15 in the years 2021 through 2027, inclusive, aggregating \$6,875,000 in principal amount as set forth below:

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number*</u>
2021	\$1,885,000	4.00%	779222P93
2022	1,200,000	4.00	779222Q27
2023	950,000	3.00	779222Q84
2023	300,000	4.00	779222Q35
2024	1,290,000	5.00	779222Q43
2025	405,000	3.375	779222Q50
2026	415,000	3.375	779222Q68
2027	430,000	3.500	779222Q76

*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City is not responsible for the selection or the correctness of the CUSIP numbers set forth herein.

DUE PROVISION HAS BEEN MADE for the payment of the Obligations by deposit of funds and/or U.S. Securities with The Bank of New York Mellon Trust Company, N.A., as escrow agent. Interest on the Obligations shall cease to accrue from and after the Redemption Date. The Obligations shall be redeemed upon presentation for payment either in person or by mail, at the following address:

First Class/Registered/Certified Mail

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Overnight or Courier

The Bank of New York Mellon
Trust Company, N.A.
Institutional Trust Services
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand

The Bank of New York Mellon
Trust Company, N.A.
GIS Unit Trust Window
4 New York Plaza, 1st Floor
New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificate of Obligation, Series 2020A; levying an Ad Valorem Tax and pledging certain surplus revenues in support of the Certificate; awarding the sale of the Certificate; and authorizing other matters related to the issuance of the Certificate. (First Reading)(Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2020-0114

This item will award the sale of the certificate in the aggregate principal amount of \$30,000,000 for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, including, but not limited to, Deepwood Drive, Gattis School Road, Kenney Fort Boulevard, Logan Street, McNeil Road, North Mays Street, Oakmont Drive, Old Settlers Boulevard, Red Bud Land, Ranch-to-Market Road 620, SH45 Frontage Road, University Boulevard, Wyoming Springs Drive and County Road 112; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuance in connection with the Certificate.

The projects listed above are part of the Transportation Master Plan and will support the ultimate growth of the City. This is the second of five anticipated bond issues approximating \$140 million to fund the 5-year road expansion program.

This year, due to circumstances in the market resulting from the novel coronavirus (COVID-19), the City will be doing a private placement as opposed to a traditional open market bond

offering. Private placement debt is sold directly to a single investor and does not require a bond rating.

Preliminary market reviews show that interest rates are very competitive for this approach.

Staff recommends the City take advantage of the lower rates.

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK, TEXAS
COMBINATION TAX AND LIMITED REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2020A; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN
SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATE; AWARDING THE
SALE OF THE CERTIFICATE; AND AUTHORIZING OTHER MATTERS RELATED
TO THE ISSUANCE OF THE CERTIFICATE**

WHEREAS, the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code, as amended, *and as further modified by an order issued by the Governor*

of the State of Texas on March 16, 2020, suspending certain provisions of the Open Meetings Act in light of his disaster proclamation issued on March 13, 2020, regarding the novel coronavirus (COVID-19).

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificate of the City is hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, including, but not limited to, Deepwood Drive, Gattis School Road, Kenney Fort Boulevard, Logan Street, McNeil Road, North Mays Street, Oakmont Drive, Old Settlers Boulevard, Red Bud Lane, Ranch-to-Market Road 620, SH45 Frontage Road, University Boulevard, Wyoming Springs Drive and County Road 112; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuance in connection with the Certificate.

Section 2. DESIGNATION, DATE, DENOMINATIONS AND NUMBERS OF CERTIFICATES. The Certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROUND ROCK, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020A," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated May 21, 2020, in the principal amount stated above and in the denomination of \$_____, numbered R-1, with certificates issued in replacement thereof being in a like denomination and numbered consecutively from R-2 upward, payable to the registered owner thereof, or to the registered assignee of the Certificate or any portion or portions thereof (in each case, the "Registered Owner"), and the Certificate shall mature and be payable in annual installments as set forth in the FORM OF CERTIFICATE set forth in this Ordinance. The term "Certificate" as used in this Ordinance shall mean and include collectively the certificate initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto.

Section 3. INTEREST. The Certificate shall bear interest from the date of initial delivery to the date of maturity or redemption prior to maturity at the rate of _____% per annum from the date of initial delivery through and including August 15, 2035. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATE. (a) Registration, Transfer; Authentication. The City shall keep or cause to be kept at the principal corporate trust or other office of _____, _____, _____ (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Certificate (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Certificate to which payments with respect to the Certificate shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate. Registration of assignments, transfers and exchanges of the Certificate shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel the paid Certificate or any Certificate surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificate in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, as amended, the duty of transfer and exchange of the Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificate and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificate, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificate and shall properly and accurately record all payments on the Certificate on the Registration Books, and shall keep proper records of all transfers of the Certificate, and all replacements of the Certificate, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a

"Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owner thereof, (ii) may be redeemed in whole or in part prior to its scheduled maturity, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificate shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificate, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance (to which Certificate is attached the Registration Certificate of the Comptroller of Public Accounts) is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owner of the Certificate that at all times while the Certificate is outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificate under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective not later than 20 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 City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificate, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Certificate, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) On the closing date, the initial Certificate No. R-1 representing the entire principal amount of the Certificate, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	COUNTIES OF TRAVIS AND	\$_____,000
	WILLIAMSON	
	CITY OF ROUND ROCK, TEXAS	
	COMBINATION TAX AND LIMITED	
	REVENUE CERTIFICATE OF	
	OBLIGATION,	
	SERIES 2020A	

DATE OF DELIVERY: **MAY 21, 2020**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

INTEREST RATE: _____ %

MATURITY DATE: **AUGUST 15, 2035**

THE CITY OF ROUND ROCK, TEXAS in Travis and Williamson Counties, Texas (the "City"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above (calculated on the basis of a 360-day year of twelve 30-day months), on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above. The principal of this Certificate shall be paid in installments on each August 15 in the years and in the amounts set forth in the table below:

Payment Date	Principal Installment	Payment Date	Principal Installment
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The City shall pay interest on this Certificate (calculated on the basis of a 360-day year of twelve 30-day months) on February 15, 2021 and on each August 15 and February 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust or other office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of all other principal installments of and interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the payment of the final installment of principal of this Certificate shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the designated corporate trust or other office of the Paying Agent/Registrar. The City covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Certificate, when due.

IF THE DATE FOR THE PAYMENT of this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the designated corporate trust or other office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS dated as of May 21, 2020 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for paying all or a portion of the City's contractual obligations incurred or to be incurred for (1) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections, traffic signalization and other transportation improvement projects including related waterworks, sewer and drainage improvements, signage, landscaping, irrigation, purchasing any necessary rights-of-way and other related transportation costs, including, but not limited to, Deepwood Drive, Gattis School Road, Kenney Fort Boulevard, Logan Street, McNeil Road, North Mays Street, Oakmont Drive, Old Settlers Boulevard, Red Bud Lane, Ranch-to-Market Road 620, SH45 Frontage Road, University Boulevard, Wyoming Springs Drive and County Road 112; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the issuance in connection with the Certificate.

THE UNPAID SCHEDULED PRINCIPAL INSTALLMENTS of the Certificate are subject to redemption at the option of the City on August 15, 20__, or on any date thereafter, in whole or in part (provided that any partial redemption may occur only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be so redeemed plus accrued interest on the principal amount to be so redeemed.

IF THE PAYING AGENT/REGISTRAR is not also the registered owner of this Certificate, no less than 10 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the registered owner of this Certificate at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day immediately preceding the date of such notice. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice, notice having been so given, the obligations called for redemption shall become due and payable on the specified redemption date, and notwithstanding that this Certificate has not been surrendered for payment, interest on this Certificate shall cease to accrue. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, this Certificate or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PREPAYMENT or partial redemption of this Certificate, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Certificate the amount of such prepayment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Certificate and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Register, and the Paying Agent/Registrar shall also record in the Register all payments of principal installments on such Certificate when made on their respective due dates.

THIS CERTIFICATE IS issuable solely as a single fully registered Certificate, without interest coupons. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee hereof, be assigned and transferred for a like aggregate principal amount Certificate, without interest coupons, payable to the appropriate registered owner or assignee, as the case may be, having the same denomination, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate to the assignee this Certificate is to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate from time to time by the registered owner. In the case of the assignment and transfer of this Certificate, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest Payment Date.

IN THE EVENT any Paying Agent/Registrar for this Certificate is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Certificate.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the surplus revenues of the City's System, remaining after payment of all operation and

maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the net revenues of the City's System, which amount shall not exceed \$1,000, all as provided in the Certificate Ordinance.

THE CITY ALSO HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Certificate.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

<u> (signature) </u> City Clerk	<u> (signature) </u> Mayor
(SEAL)	

(b) [Form of Prepayment Record]

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a Certificate that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By _____
Authorized Representative

(d) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____.

Please insert Social Security or Taxpayer Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by an eligible guarantor institution

NOTICE: The signature above must
correspond with the name of the registered

participating in a securities transfer association recognized signature guarantee program.

owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" has been created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificate. All ad valorem taxes levied and collected for and on account of the Certificate shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Certificate is outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificate as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Certificate as such principal matures (but never less than 2% of the original amount of the Certificate as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any part of the Certificate is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificate, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. SURPLUS REVENUES. The Certificate is additionally secured by and shall be payable from and secured by a limited pledge of the surplus revenues of the City's System, after

payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's System, which amount shall not exceed \$1,000, with such amount constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

Whenever used in this Ordinance the Term "System" means the City's combined waterworks, sewer and drainage system.

Section 8. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Certificate when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owner of the Certificate, including, but not limited to, its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the City.

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

(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 Certificate or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other

provision of this Ordinance, the right to accelerate the debt evidenced by the Certificate shall not be available as a remedy under this Ordinance.

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

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owner with any liability, or be held personally liable to the registered owner under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 9. USE OF CERTIFICATE PROCEEDS. The proceeds of the issuance of the Certificate shall be deposited in a special construction account of the City and used for the purposes for which the Certificate is hereby authorized to be issued.

Section 10. INVESTMENTS. The City Council may place proceeds of the Certificate (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificate will be used as soon as practicable for the purposes for which the Certificate are issued.

Section 11. SECURITY FOR FUNDS. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. CITY OFFICERS' DUTIES.

(a) The Mayor is hereby instructed and directed to do any and all things necessary in reference to the issuance of the Certificate and to make money available for the payment of the Certificate in the manner provided by law and this Ordinance.

(b) The Mayor and City Clerk are authorized to execute the Certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

Section 13. DEFEASANCE OF CERTIFICATE.

(a) The Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the

extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Certificate shall have become due and payable or (3) any combination of (1) and (2). At such time as the Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificate, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of the Certificate as aforesaid when proper notice of redemption of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificate and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Certificate shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificate the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust

company or commercial bank pursuant to this Section for the payment of the Certificate and such Certificate 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 Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding obligations or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding Certificate or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificate.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 14. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATE.

(a) Replacement Certificate. In the event the Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificate. Application for replacement of a damaged, mutilated, lost, stolen, or destroyed Certificate shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the Registered

Owner applying for a replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificate. Prior to the issuance of a replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that the Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Certificate. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for a Certificate issued in conversion and exchange for another Certificate.

Section 15. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's bond counsel may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Certificate is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificate to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 16. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATE.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificate as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificate, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificate (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificate being treated as a "private activity bond" within the meaning of section 141(b) of

the Code;

(5) to refrain from taking any action that would result in the Certificate being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificate, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificate, other than investment property acquired with --

(A) proceeds of the Certificate invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificate is 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 10 percent of the proceeds of the Certificate;

(7) to otherwise restrict the use of the proceeds of the Certificate or amounts treated as proceeds of the Certificate, as may be necessary, so that the Certificate does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

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

(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 Certificate) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificate has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificate. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificate, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificate, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificate. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificate, or (2) the date the Certificate is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificate. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificate. For purposes of the foregoing, 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 hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 17. SALE OF CERTIFICATE. The Certificate is hereby sold and shall be delivered to _____ (the "Purchaser"), for cash for a price of \$_____, pursuant to and in accordance with the terms and provisions of the Purchaser's investment and commitment letter, which the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute and deliver and which the City Clerk of the City is hereby authorized to attest. The Certificate shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 18. INVESTMENT EARNINGS ON CERTIFICATE PROCEEDS. Investment earnings derived from the investment of proceeds from the sale of the Certificate shall be used along with other Certificate proceeds for the purpose for which the Certificate are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such investment earnings remain on hand, such investment earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any investment earnings on Certificate proceeds which are required to be rebated to the United States of America pursuant to Section 16 hereof in order to prevent the Certificate from being arbitrage bonds shall be so rebated and not considered as investment earnings for the purposes of this Section.

Section 19. FURTHER PROCEDURES. The Mayor and the City Clerk and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in Ordinance to carry out the terms and provisions of this Ordinance, the Certificate and the sale of the Certificate. In case any officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. NO CONTINUING DISCLOSURE UNDERTAKING. The sale of the Certificate is exempt from Securities and Exchange City Council Rule 15c2-12. Consequently, the City makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 21. METHOD OF AMENDMENT. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or

corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Certificate so as to:

- (1) Make any change in the maturity of the Certificate;
- (2) Reduce the rate of interest borne by the Certificate;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Certificate;
- (4) Modify the terms of payment of principal or of interest on the Certificate or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner of the Certificate a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and the Registered Owner of the Certificate shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the Certificate during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

Section 22. RESERVED.

Section 23. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificate or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificate.

Section 24. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificate and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificate is outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Certificate the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 25. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owner of the Certificate, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owner of the Certificate.

Section 26. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificate, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council of the City or any officer, agent, employee or representative of the City Council of the City in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council of the City nor any person executing the Certificate 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 Certificate.

Section 27. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict

any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificate and the validity of the lien on and pledge of the ad valorem taxes and revenues pledged to secure the payment of the Certificate.

Section 28. REPEALER. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 29. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 30. EFFECTIVE DATE OF ORDINANCE. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed,
approved and effective on this 23rd day of April, 2020.

CITY OF ROUND ROCK, TEXAS

By: _____
Mayor

Attest:

By: _____
City Clerk

EXHIBIT A

PAYING/AGENT REGISTRAR AGREEMENT

[SEE SEPARATE TAB OF TRANSCRIPT]



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider one (1) appointment to the Historic Preservation Commission to fill a vacancy.

Type: Appointment

Governing Body: City Council

Agenda Date: 4/23/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1483

This vacancy on the Historic Preservation Commission was created when Tina Steiner resigned from the Commission to run for City Council. This position has a term expiration of August 2021.

4 applications were received; the names of those applying are listed below:

- Adrian Neely
- Cory Shaw
- Yvonne Cousar ***Already serves on the RR Housing Authority Board of Directors***
- Zane Taylor