

ORDINANCE NO. 2023-153

AN ORDINANCE GRANTING THE RIGHT, PRIVILEGE AND FRANCHISE TO PEDERNALES ELECTRIC COOPERATIVE, INC., AND ITS SUCCESSORS AND ASSIGNS, TO USE THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF ROUND ROCK, TEXAS FOR THE DISTRIBUTION OF ELECTRIC POWER; PROVIDING FOR PERIOD OF GRANT; FOR METHOD OF ACCEPTANCE; FOR CONSIDERATION; FOR CONSTRUCTION AND RELOCATION OF SYSTEM FACILITIES; FOR ASSIGNMENT; AND FOR REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, by Ordinance G-05-03-24-11A1 adopted on March 24, 2005, the CITY (as defined herein) granted a franchise to COMPANY (as defined herein) to provide electric utility service within the City; and

WHEREAS, by Ordinance G-13-01-10-E2 adopted January 10, 2013, the term of franchise was extended through March 31, 2013; and

WHEREAS, by Ordinance G-13-03-28-F2 adopted March 28, 2013, the term of the franchise was extended through March 31, 2023; and

WHEREAS, the parties have now agreed to a new franchise agreement on the terms and conditions as provided herein.

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

Section 1. GRANT OF FRANCHISE.

That the CITY of ROUND ROCK, Texas (hereinafter referred to as "CITY"), subject to the terms, conditions and provisions of this ordinance, does hereby grant to PEDERNALES ELECTRIC COOPERATIVE, INC. (hereinafter referred to as the "COMPANY"), its successors and assigns, the non-exclusive right, privilege and franchise to use the Public Rights-of-Way of the CITY as provided herein for the distribution of electric power. This Franchise grants no other rights or privileges to use the Public Rights-of-Way in the CITY except to distribute power in the CITY limits of the CITY and no other use of the Public Rights-of-Way by the COMPANY is granted or implied.

Section 2. DEFINITIONS.

2.1 "COMPANY" shall mean PEDERNALES ELECTRIC COOPERATIVE, INC., a Texas electric cooperative corporation, existing under and by virtue of the laws of the State of Texas, and authorized to transact and transacting business in the State of Texas, together with its legal representatives, successors, lessees and assigns, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.

2.2 "Franchise" shall mean this Ordinance and all rights and obligations established herein or as amended.

2.3 "Gross Revenues" shall mean the total amount collected by COMPANY from any and all Customers from the sale of energy (kWh) and power (kW) sold, distributed, conveyed or otherwise conducted, served, supplied and furnished to inhabitants of the City, and others, and to the City where applicable, by COMPANY. Gross Revenues shall not include (1) local, state or federal taxes collected by COMPANY that have been billed to its Customers and separately stated on Customers' bills, (2) revenue uncollectible from Customers (i.e., bad debts) with billing addresses in the City, (3) any refunds or corrections to Customers' bills, (4) revenue from COMPANY's pole attachment agreements and Pole Rental Agreements, or (5) the franchise fee paid under this Ordinance.

2.4 "Ordinance" shall mean this Ordinance No. 2023-153.

2.5 "Public Rights-of-Way" shall mean streets, avenues, easements (other than private easements obtained by the COMPANY), rights-of-ways, bridges, alleys and highways of the CITY and beneath the surface thereof as they may now or hereafter may exist and as defined herein, but such does not include other CITY infrastructure such as water, sewer, electric, telecommunication and facilities and any conduit system owned, operated or controlled by CITY in or on the Public Rights-of-Way.

2.6 "System" shall mean all poles, pole lines, towers, transmission lines, distribution lines, wires, guys, cables, conduits and other desirable instrumentalities and appurtenances necessary for the operation of the COMPANY'S distribution business, including without limitation, communication lines.

Section 3. TERM OF FRANCHISE.

Upon the filing with the CITY by the COMPANY of the acceptance required hereunder, this Franchise shall be in full force and effect beginning from the Effective Date and ending March 31, 2028.

Section 4. ACCEPTANCE OF FRANCHISE.

The COMPANY shall have forty-five (45) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Clerk in the form of Exhibit "A" attached hereto.

Section 5. FRANCHISE FEE.

5.1 In consideration for (i) the rights and privileges herein granted, (ii) the administration of this Franchise by the CITY, (iii) the temporary interference with the use of Public Rights-of-Way, (iv) rental for the use of the Public Rights-of-Way to distribute electric power and (v) for other costs and obligations undertaken by the CITY herein, the COMPANY agrees to pay to the CITY:

(a) before the Company implements customer choice, a franchise fee equal to **4% OF COMPANY'S GROSS REVENUES**, per quarter for the retail sale of electricity delivered within the CITY;

(b) the City acknowledges that COMPANY may list and attribute to the City 100% of the franchise fee for the retail sale of electricity on Customers' monthly bills upon notice required by applicable law; and

(c) after the COMPANY implements customer choice, a franchise fee in accordance with the amount or amounts prescribed by Section 33.008 of the Utilities Code.

5.2 Such franchise fee payments described in section 5.1 shall begin accruing after the Effective Date, and such franchise fee payments described in section 5.1 shall be calculated and paid to the CITY quarterly on or before the last day of January, April, July and October, of each year of this Franchise for the previous quarter. Late payments shall accrue interest at six percent (6.00%) per annum.

5.3 The Franchise fee shall be accepted in lieu of:

(a) any occupation taxes, easement, franchise taxes or charges, municipal license, permit, and inspection fees, bonds, street or alley rentals or charges, and all other and additional municipal charges, levies, fees, and rentals that the City may now impose or hereafter levy and collect from Company or Company's agents, and on the property of COMPANY, but only to the extent it relates to COMPANY's operation of the System in its use and occupancy of the Public-Rights-of-Way, as granted in Section 1 of this Franchise.

(b) However, the compensation set forth in this section shall be in addition to and shall not be construed as payment in lieu of the usual general or special ad valorem taxes, including, but not limited to, personal or real estate ad valorem taxes, which the City is authorized to levy, sales and use taxes, and special assessments for public improvements.

Section 6. AUDIT OF COMPANY'S RECORDS AND REPORTS.

6.1 Books of Account. The COMPANY shall keep records of its business and operations under and in connection with this Franchise. To the extent practicable, all such records shall be made available at the COMPANY'S corporate headquarters to the extent required herein.

6.2 Access by CITY. The CITY by its City Manager, or designee, shall have access to records of the COMPANY pertaining to the sale of energy and power sold, distributed, conveyed or otherwise conducted, served, supplied and furnished to inhabitants of the City and to the City where applicable, by COMPANY. As to compliance with the construction standards, the CITY shall have access to the COMPANY'S records relating to use of the Public Rights-of-Way by its System within the CITY. Access shall be given by COMPANY to the City's City Manager, or designee, at any time during regular business hours on ten (10) business days' prior written notice.

6.3 Report by COMPANY. The COMPANY shall file a report with City's City Manager evidencing the kilowatt hours delivered within the CITY to retail customers for

the period beginning January 1 and ending December 31 of each calendar year this Agreement is in place on or before June 1st of each year.

6.4 Audits.

(a) The City's City Manager, or designee, may inspect COMPANY'S books of accounts relative to the CITY at any time during regular business hours on ten (10) business days' prior written notice and may audit the books from time to time but no more than once each year. All records pertaining to this franchise reasonably necessary for such audit shall be made available by COMPANY at the COMPANY'S corporate headquarters. COMPANY agrees to cooperate in any audit and shall to the best of its ability provide complete responses to inquiries within thirty (30) days of a written request. CITY agrees that any audit shall be performed in good faith.

(b) If the results of any audit indicate that COMPANY (i) paid the correct Franchise Fee, (ii) overpaid the Franchise Fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by five percent (5.00%) or less, then the CITY shall pay the costs of the audit.

(c) If the results of the audit indicate the COMPANY underpaid the Franchise Fee by more than five percent (5.00%), then

(i) COMPANY shall pay the reasonable costs of the audit; and

(ii) in CITY's reasonable judgment, which shall be exercised in good faith, determines that COMPANY is unable to produce contrary evidence to satisfactorily demonstrate to CITY that the results of the audit are not accurate, then COMPANY shall pay interest on the total amount of underpayment at an annualized interest rate of 1.5%, and interest shall be calculated from the time the original amount is due.

Notwithstanding the above, if COMPANY or its auditor disagrees with the CITY's determination that the additional amount due exceeds five percent (5.00%), the CITY's auditor and the COMPANY'S auditor shall choose a neutral auditor who shall make a recommendation to both parties as to whether the five percent (5.00%) amount was exceeded.

(d) Any additional amount due to CITY hereunder shall be paid within thirty (30) days from the date of invoice to the extent that the COMPANY agrees with such invoice. Any undisputed amount not paid within thirty (30) days from the date of the invoice will cause interest to be payable at an annualized interest rate of 1.5% on the entire amount from the date of invoice.

6.5 Confidentiality. The CITY agrees to hold in strict confidence any non-public information or information marked proprietary or confidential that it learns from the COMPANY to the extent permitted by law or such information that by its nature or under the particular circumstances of disclosure should be understood by CITY, exercising its reasonable judgment, to be the confidential information of the COMPANY. CITY shall not be liable to the COMPANY for the release of any information obtained as

a result of an audit where the CITY is required to release that information by law or court order; provided that CITY notify COMPANY promptly so that COMPANY may protect against or limit the scope of any such disclosure.

Section 7. ANNEXATIONS BY THE CITY.

This Franchise shall extend to and include any and all territory which is annexed by the CITY during the term of this Franchise. The CITY shall notify COMPANY in writing of the effective date of any annexation of property into the CITY limits that would require COMPANY to include such properties for purposes of calculations of any amounts due hereunder. However, the COMPANY shall not be liable for any late payments, penalties or interest on the portion of a quarterly payment that does not include Gross Revenues for COMPANY customers within a newly annexed area until sixty (60) days after written notice from the City to the Company of any such annexation, thereafter the COMPANY shall assure that any and all customers located within such annexed territory be included and shown on its accounting system as being within the CITY. After such sixty (60) day written notice from the City to the Company, all customers accounts located within such annexed territory shall begin accrual for purposes of the payment provisions specified in Section 5 of this Franchise.

Section 8. CONSTRUCTION.

8.1 Compliance with CITY Ordinances. The COMPANY shall be bound by all current and future CITY ordinances that govern the placement, location and construction of facilities in the CITY; and CITY ordinances that assist in the management of facilities placed in, on or over the Public Rights-of-Way to the extent such are necessary to protect the public health, safety, or welfare, and are adopted pursuant to the CITY'S police powers. To the extent such City ordinances rules and regulations conflict with the provisions of this Franchise, the Franchise controls, but only to the extent of non-police power requirements. In the event that anything herein shall be found to conflict with a provision of the Home Rule Charter of the City, such provision shall be unenforceable and ineffective and the Charter provision shall prevail. The CITY shall in good faith provide the COMPANY with a thirty (30) day notice prior to the consideration of any proposed ordinance that binds the COMPANY. In the event that the thirty (30) day notice is not provided to the COMPANY, through inadvertence or otherwise, such ordinance shall still be binding upon the COMPANY.

8.2 Relocation of Facilities. Relocation of facilities shall be in accordance with the provisions of Chapter 44, Article IX Public Rights of Way Management of the CITY; provided that if such requirements impose a financial hardship upon COMPANY, COMPANY shall have the right to present alternative proposals for CITY'S consideration, and City shall give such alternative proposals reasonable consideration. CITY shall not require COMPANY to remove its facilities entirely from a street, alley, highway, or other public thoroughfare if suitable alternative are available for relocation of Company's facilities at a reasonable cost. In the event that COMPANY is required by CITY to remove or relocate its facilities in the Public-Rights-of-Way to accommodate construction by CITY and CITY is eligible under federal, state county, local or other programs for reimbursement of costs and expense incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through

CITY, COMPANY costs and expenses shall be included in any application by CITY for reimbursement if COMPANY submits its cost and expense documentation to CITY prior to the filing of the application. CITY shall provide reasonable notice to COMPANY of the deadline for COMPANY to submit documentation of the costs and expense of such relocation to CITY.

8.3 CITY Inspection. The CITY retains the right to make reasonable visual, non-invasive inspections of the System and on reasonable request of the City's City Manager, or designee, from time to time, to require the COMPANY to provide available records or data to demonstrate its current compliance with the terms of this Franchise. Said inspections shall be made during the COMPANY'S normal business hours and shall not cause the COMPANY'S employees to work any hours that will cause the COMPANY to pay overtime wages or salaries to employees necessary to fulfill the CITY's right to said inspection.

8.4 Temporary Removal of Wires. Temporary removal or raising or lowering of aerial facilities shall be in accordance with Chapter 44, Article IX Public Rights of Way Management of the CITY.

8.5 Tree Trimming. Tree trimming shall be in accordance with Chapter 44, Article IX Public Rights of Way Management of the CITY.

Section 9. INDEMNITY.

9.1 COMPANY shall indemnify and save harmless CITY and its officers, agents, and employees (i) from and against all damages, costs, losses or expenses for the repair, replacement, or restoration of CITY's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective as a result of COMPANY's acts or omissions, provided that such COMPANY indemnity shall only be to the extent permitted by the limitations on liability found in the COMPANY's Tariff for Electric Service and Business Rules, and (ii) from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the City of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of COMPANY or its agents or employees, in the execution or performance of this Franchise. COMPANY further agrees to defend, at its own expense, and on behalf of CITY, any claim or litigation brought in connection with any such injury, death or damage. COMPANY shall have the right to control the defense and settlement of any such claim. This indemnity provision shall not apply to any liability resulting from the negligence, intentional acts or omissions, or willful misconduct of CITY, its officers, employees, agents, contractors, or subcontractors, as provided in subsection 9.3 below.

9.2 Upon commencement of any actions, losses, damages, claims, or liability, proceeding at law or in equity against the CITY relating to or covering any matter covered by this indemnity, to indemnify and hold the CITY harmless, or to pay said final judgment and costs, as the case may be, the CITY shall give the COMPANY reasonable notice of such actions, losses, damages, claims, or liability. The COMPANY shall promptly provide a defense to any such actions, losses, damages, claims, or

liability, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any final judgment or judgments that may be rendered against the CITY by reason of such damage suit. Upon failure of the COMPANY to comply with the provisions of this Ordinance, after reasonable notice to the COMPANY, CITY shall have the right to defend the same and in addition to being reimbursed for any such judgment that may be rendered against CITY, together with all court costs incurred therein, the COMPANY shall promptly reimburse CITY for attorney's fees, including those employed by CITY in such case or cases, as well as all expenses incurred by CITY by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against CITY.

9.3 The indemnity provided for in this section shall not apply to any liability determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions or willful misconduct of the CITY, its officers, agents and employees. In the event of injury to any person or damage to any property by reason of the CITY's construction, operation, or maintenance of the Public Rights-of-Way and facilities of the CITY within the Public Rights-of-Way, the CITY shall indemnify and keep harmless COMPANY from liability in connection therewith, but such CITY indemnity shall only be to the extent allowed by law, including (but not limited to) any limitations in the Texas Constitution, Art. XI, Section 5 and 7, except to the extent such injury or damage is attributable to COMPANY's negligent act or omission. In the event of joint and concurrent negligence or fault of both the COMPANY and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the COMPANY and the CITY, responsibility for all costs of defense shall be apportioned between the CITY and COMPANY based upon the comparative fault of each.

9.4 The provisions of this indemnity are solely for the benefit of CITY and COMPANY and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.5 Given the provisions herein as to indemnity, the COMPANY is not subject to any bonding requirements in any CITY ordinance for entities that place facilities in Public Rights-of-Way.

Section 10. TRANSFERS AND ASSIGNMENT.

10.1 No public utility franchise shall be transferable except to persons, firms or corporations taking all or substantially all of the holder's business in the City and except with the approval of the City Council expressed by ordinance. Such approval shall not be unreasonably withheld. Approval by the City Council of such transfer will extinguish COMPANY's rights and obligations pursuant to this Franchise and delegate them to the transferee.

10.2 No assignment in law or otherwise shall be effective until the assignee has filed with the CITY an instrument, duly executed, reciting the fact of such assignment, accepting the terms of this Franchise, and agreeing to comply with all of the provisions

of this Franchise substantially in the form of Exhibit "A". A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment for the purposes of this section.

Section 11. FORFEITURE AND TERMINATION.

11.1 In addition to all other rights and powers retained by the CITY under this Franchise or otherwise, the CITY reserves the right to forfeit and terminate this Franchise and all of the COMPANY'S rights and privileges hereunder in the event of a material breach of terms and conditions hereof, subject to reasonable notice and opportunity to cure as provided in Section 11.2 below.

11.2 If the COMPANY is in violation of this Franchise and such violation is of a curable nature, the City's City Manager or designee shall notify the COMPANY in writing, setting forth the nature of such violation. Within thirty (30) days of receipt of such notice, the COMPANY shall (i) respond in writing that the violation has been cured, (ii) provide a written cure plan, subject to review and approval by the CITY, or (iii) provide a written explanation with documentation to support that the alleged violation did not occur.

11.3 Notwithstanding Section 11.2, the COMPANY shall be allowed forty-five (45) days after the City's City Manager's (or designee's) delivery of the written notice described in Section 11.2 to cure a curable violation. If the nature of such violation is such that it cannot be fully cured within forty-five (45) days due to circumstances not under the COMPANY'S control, the period of time in which the COMPANY must cure the violation may be extended by the City's City Manager, or designee, in writing for such additional time reasonably necessary to complete the cure, provided that (i) the COMPANY has begun promptly to cure, and (ii) the COMPANY is diligently pursuing its efforts to cure in the City's City Manager's reasonable judgment.

11.4 At the COMPANY'S request, the City's City Manager shall afford the COMPANY an opportunity to show that a violation has not occurred, through a hearing before the City Council. Such hearing shall take place on or before the next City Council meeting scheduled within thirty (30) days after the City's City Manager's receipt of the COMPANY's request. After the conclusion of the hearing either party may seek any and all remedies to which it may be entitled at law or in equity.

11.5 Material breaches of this Franchise specifically include, but are not limited to, failing to comply with the requirements set forth in Sections 5, 6, 8 and 9.

11.6 The preceding conditions provided in subsection 11.5 shall not constitute a material breach if the violation occurs without the fault of the COMPANY or occurs as a result of circumstances beyond its control. The COMPANY shall not be excused from performance of any of its obligations under this Franchise by mere economic hardship, nor misfeasance or malfeasance of its directors, managers, officers or employees.

11.7 A termination shall be declared only by a written decision of the City Council after a public hearing before the City Council, which shall afford the COMPANY full opportunity to be heard and to respond to any notice of grounds of termination. The

foregoing sentence, however, shall not be construed as requiring any additional hearing after the COMPANY has had such proceeding pursuant to Section 11.4 and after the COMPANY'S failure to timely cure any default within a time period which may have been granted by the City Council at the hearing held pursuant to Section 11.4 above. All of the City's City Manager's notice requirements shall be met by providing written notice to the COMPANY at least thirty (30) days before a public hearing concerning the proposed termination of this Franchise. Such notice shall specifically state the CITY's alleged grounds for termination.

11.8 The City Council, after public hearing, and upon finding the existence of grounds to terminate, may either declare this Franchise terminated, excuse the breach upon a showing by the COMPANY of mitigating circumstances or good cause for the existence of such grounds, or grant additional time for the COMPANY to cure its default.

11.9 Neither the COMPANY'S acceptance of this Franchise, the COMPANY'S appearance before the City Council at any public hearing concerning proposed termination of this Franchise nor any action taken by the City Council as a result of such public hearing, including a declaration of termination or a finding of grounds to terminate, shall be construed to waive or otherwise affect the COMPANY'S right to seek judicial determination of the rights and responsibilities of the parties under this Franchise.

Section 12. FORECLOSURE, RECEIVERSHIP, AND BANKRUPTCY.

The COMPANY shall notify the City's City Manager within thirty (30) days after the appointment of a receiver or trustee to take over and conduct the business of the COMPANY, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary, such notice to include where applicable the cause number and court involved.

Section 13. ENFORCEMENT.

The City Attorney or his/her designee shall have the right to enforce all legal rights and obligations under this Ordinance without further authorization.

Section 14. NONEXCLUSIVE FRANCHISE.

Nothing contained in this Franchise shall be construed as conferring upon the COMPANY any exclusive rights or privileges of any nature whatsoever. All extensions of the COMPANY within the City limits shall become a part of the aggregate property of the public utility, and shall be operated as such.

Section 15. NOTICES.

Notices required under this Franchise will be provided by the parties to one another by certified mail, return receipt requested, to the following addresses:

TO COMPANY:

Pedernales Electric Cooperative, Inc.
ATTN: Chief Executive Officer
PO Box 1
Johnson City, Texas 78636-0001

TO THE CITY:

The City of Round Rock
ATTN: City Manager
221 E Main St.
Round Rock, TX 78664

With a copy to:

Pedernales Electric Cooperative, Inc.
ATTN: General Counsel
PO Box 1
Johnson City, Texas 78636-0001

With a copy to:

Stephanie Sandre, City Attorney
309 East Main St.
Round Rock, TX 78664

Each party will have the right to change its address with written notice to the other party of such change.

Section 16. ENTIRE AGREEMENT.

This Franchise contains all of the agreements of the parties with respect to any matter covered or mentioned in this Franchise and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 17. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 18. NON-WAIVER.

Failure of the CITY or COMPANY to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the CITY or COMPANY shall have the right to declare any such breach or default at any time. Failure of the CITY or COMPANY to declare one breach or default does not act as a waiver of the CITY's rights to declare another breach or default.

Section 19. GOVERNING LAW; VENUE.

This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas.

Section 20. EFFECTIVE DATE.

This Franchise shall be effective as of April 1, 2023.

Section 21. OPEN MEETING.

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

READ and **APPROVED** on first reading this the ____ day of _____, 2023.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2023.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

APPROVED AS TO FORM:

STEPHANIE L. SANDRE, City Attorney

EXHIBIT "A"

Acceptance

(In accordance with Section 4 or Section 10 on Transfers)

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

Pedernales Electric Cooperative, Inc., on behalf of itself, its successors and assigns hereby accepts CITY of ROUND ROCK Ordinance No. 2023 - 153 and expressly agrees to be bound by all of its terms and provisions, and to observe and perform all limitations and obligations contained in such Ordinance. To the best of its knowledge, COMPANY further certifies to the CITY that all of the COMPANY's information filed with the CITY in connection with the issuance of such Ordinance is true, correct and complete.'

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: _____
Julie C. Parsley, Chief Executive Officer

Dated the ____ day of _____, A.D., 2023.

THE STATE OF TEXAS

COUNTY OF BLANCO

This instrument was acknowledged before me on _____, 2023, by Julie C. Parsley, Chief Executive Officer of Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission expires:

Printed Name: _____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, MEAGAN SPINKS, the duly appointed, qualified acting City Clerk of the CITY of ROUND ROCK, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the City Clerk of the CITY of ROUND ROCK on the ____ day of _____, 2023.

Executed under my hand and the official seal of the CITY of ROUND ROCK, Texas, at said CITY, this ____ day of _____, A.D., 2023.

MEAGAN SPINKS, CITY CLERK
CITY OF ROUND ROCK, TEXAS