

AGENDA ITEM # 19

September 16, 1997

*

Consider approving amended tax abatement agreements for City of Round Rock.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve amended tax abatement agreements for City of Round Rock.

Vote: Motion carried 3 - 1 with Commissioner Mehevec voting against the motion.

< Clerk copy here >



CITY OF ROUND ROCK

COPY TO COMMISSIONER X4
9-12-97221 East Main Street
Round Rock, Texas 78664
512-218-5400

September 9, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Z-287-198-334Judge John Doerfler
County Judge
Williamson County Courthouse
710 Main, Second Floor
Georgetown, Texas 78626

Re: Amended Tax Abatement Agreements

Dear Judge Doerfler:

The Williamson County Tax Appraisal District requested that we clarify language in some of our tax abatement agreements to reflect abatement of personal property. On August 14, 1997 the Round Rock City Council amended the enclosed agreements to include such language. Your signature was included on the original agreement and the amendments now also require your signature.

Our intent has always been to abate the personal property for these corporations. However, the original contracts did not satisfactorily reflect this intent.

Please sign the enclosed agreements and return them to the City of Round Rock for distribution and filing.

Sincerely,

Joseph L. Vining, AICP, Director
Planning and Community Development

Contracts enclosed: (2) Cypress; (2) Prudential; Cintas; Weed; McNeil; Sysco; (3) Tellabs

mr

Mayor
Charles CulpepperMayor Pro-tem
Earl PalmerCouncil Members
Robert Stluka
Rod Morgan
Rick Stewart
Martha Chavez
Jimmy JosephCity Manager
Robert L. Bennett, Jr.City Attorney
Stephan L. Sheets

Fax: 512-218-7097

1-800-735-2989 TDD

1-800-735-2988 Voice

67

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
SYSCO FOOD SERVICES OF AUSTIN, INC.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-06-22-9B on June 22, 1995, and by order of the Williamson County Commissioners Court on July 11, 1995, to abate certain property taxes of Sysco Food Services of Austin, Inc., for the Tax Years 1996 - 2000, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. Paragraph 6. is amended to read as follows:

6. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to causes beyond the control of the Owner, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Mr. Lynn Gustafson
 Sysco Food Services of Austin, Inc.
 101 S. Chisholm Trail
 Round Rock, Texas

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes. The parties acknowledge that actual damages in the event of default and termination would be speculative and impossible to determine.

2. That Paragraph 11 is amended to read as follows:

11. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	100% abatement
Tax Year 1997	100% abatement
Tax Year 1998	75% abatement
Tax Year 1999	50% abatement
Tax Year 2000	25% abatement

These abatements shall be for five (5) tax years beginning January 1, 1996.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Joanne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daefler 9-16-97
, COUNTY JUDGE

ATTEST:

Elaine Bizzell
Elaine Bizzell, County Clerk

SYSCO FOOD SERVICES OF AUSTIN, INC.

Robert M. Bingham
, ITS Vice President

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
WEED INSTRUMENT CO.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-09-14-10A on September 14, 1995, and by order of the Williamson County Commissioners Court on September 26, 1995, to abate certain property taxes of Weed Instrument Co., for the Tax Years 1996 - 1998, inclusive.

WHEREAS, it was the intentions of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	75% abatement
Tax Year 1997	50% abatement
Tax Year 1998	25% abatement

These abatements shall be for three (3) tax years beginning January 1, 1996.

2. Section 10, "Events of Default.", shall be amended to read as follows:

71

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

David Matthews
Facilities Manager
Weed Instrument Co.
707 Jeffrey Way
P.O. Box 300
Round Rock, Texas 78680

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS



CHARLES CULPEPPER, MAYOR

ATTEST:

Joanne Land
City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Dangler 9-16-97
COUNTY JUDGE

ATTEST:

Clairie Bizzell
County Clerk

WEED INSTRUMENT CO.

Wally L. Verner Sr
ITS Chief Operating Officer

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
CYPRESS SEMICONDUCTOR, INC.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-08-24-13A on August 24, 1995, and by order of the Williamson County Commissioners Court on September 5, 1995, to abate certain property taxes of Cypress Semiconductor, Inc., for the Tax Years 1996 - 2000, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises, Improvements, and Personal Property over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	100% abatement
Tax Year 1997	100% abatement
Tax Year 1998	75% abatement
Tax Year 1999	50% abatement
Tax Year 2000	25% abatement

These abatements shall be for five (5) tax years beginning January 1, 1996.

2. Section 10, "Events of Default.", shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Director of Finance
Cypress Semiconductor (Texas), Inc.,
17 Cypress Boulevard
Round Rock, Texas 78664

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS


CHARLES CULPEPPER, MAYOR

ATTEST:

Joanne Land
City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daehler 9-16-97
COUNTY JUDGE

ATTEST:

Claine Brice
County Clerk

CYPRESS SEMICONDUCTOR (TEXAS), INC.

Everett Rogers
EVERETT ROGERS, DIR. OF FINANCE
8-25-97

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
MCNEIL CONSUMER PRODUCTS CO.
A
DIVISION OF MCNEIL-PPC, INC.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. 1758R, dated October 22, 1992, and by order of the Williamson County Commissioners Court on October 26, 1992, to abate certain property taxes of McNeil Consumer Products Company, a Division of McNeil - PPC, Inc., for the Tax Years 1993 - 1997, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. Paragraph 4. is amended to read as follows:

4. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to causes beyond the control of the Owner, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

77

McNeil Consumer Products Company
4001 North IH 35
Round Rock, Texas 78664

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes. The parties acknowledge that actual damages in the event of default and termination would be speculative and impossible to determine.

2. That Paragraph 10 is amended to read as follows:

10. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1993	20% abatement
Tax Year 1994	20% abatement
Tax Year 1995	20% abatement
Tax Year 1996	20% abatement
Tax year 1997	20% abatement

These abatements shall be for five (5) tax years beginning January 1, 1993.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Joanne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daeyffer 9-16-97
, COUNTY JUDGE

ATTEST:

Clarence Brizell
, County Clerk

MCNEIL CONSUMER PRODUCTS CO.,
A DIVISION OF MCNEIL - PPC, INC.

Manuel A. Solis - Plant Manager
Manuel A. Solis , ITS ~~Plant Manager~~

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
CINTAS CORPORATION

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-03-23-10A on March 23, 1995, and by order of the Williamson County Commissioners Court on March 28, 1995, to abate certain property taxes of CINTAS Corporation for the Tax Years 1998 - 2000, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. Paragraph 6. is amended to read as follows:

6. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to causes beyond the control of the Owner, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

CINTAS Corporation
 6800 CINTAS Blvd.
 P.O. Box 625737
 Cincinnati, OH 45262-5737
 Attn: Scott Clark

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes. The parties acknowledge that actual damages in the event of default and termination would be speculative and impossible to determine.

2. That Paragraph 11 is amended to read as follows:

11. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which the original Agreement was executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1998	90% abatement
Tax Year 1999	60% abatement
Tax Year 2000	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1998.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daerflin 9-16-97
, COUNTY JUDGE

ATTEST:

Claine Buzze
, County Clerk

CINTAS CORPORATION

William C. Gale
WILLIAM C. GALE , ITS VICE PRESIDENT

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
CINTAS CORPORATION

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-03-23-10A on March 23, 1995, and by order of the Williamson County Commissioners Court on March 28, 1995, to abate certain property taxes of CINTAS Corporation for the Tax Years 1998 - 2000, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. Paragraph 6. is amended to read as follows:

6. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to causes beyond the control of the Owner, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

CINTAS Corporation
6800 CINTAS Blvd.
P.O. Box 625737
Cincinnati, OH 45262-5737
Attn: Scott Clark

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes. The parties acknowledge that actual damages in the event of default and termination would be speculative and impossible to determine.

2. That Paragraph 11 is amended to read as follows:

11. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which the original Agreement was executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1998	90% abatement
Tax Year 1999	60% abatement
Tax Year 2000	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1998.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daylen 9-16-97
COUNTY JUDGE

ATTEST:

Alaine Brizell
County Clerk

CINTAS CORPORATION

William C. Gale
WILLIAM C. GALE, ITS VICE PRESIDENT

THE STATE OF TEXAS :

COUNTY OF WILLIAMSON :

AMENDMENT NO. 2
TO
TAX ABATEMENT AGREEMENT
WITH
TELLABS OPERATIONS, INC.

This Amendment No. 2. is entered into this the 14 day of August, 1997 to amend that certain amendment authorized by City of Round Rock Resolution No. R-96-06-13-10D on June 13, 1996, and by order of the Williamson County Commissioners Court on December 10, 1996, which amended that certain previously entered into Tax Abatement Agreement dated August 10, 1995, to abate certain property taxes of Tellabs Operations, Inc., for the Tax Years 1996 - 1999, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which the Tax Abatement Agreement was originally executed (i.e. 1995), and in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	0% abatement
Tax Year 1997	90% abatement
Tax Year 1998	60% abatement
Tax Year 1999	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1997.

2. Section 10, "Events of Default.", shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem real or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem real or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Grace Tyson
Accounting Manager
601 Jeffrey Way
Round Rock, Texas 78664

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 2, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daerflin 9-16-97
, COUNTY JUDGE

ATTEST:

Claine Pryor
, County Clerk

TELLABS OPERATIONS, INC.

Robert L. Settle
, ITS Director of
Treasury Services

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO. 2
TO
TAX ABATEMENT AGREEMENT
WITH
TELLABS OPERATIONS, INC.

This Amendment No. 2. is entered into this the 14 day of August, 1997 to amend that certain amendment authorized by City of Round Rock Resolution No. R-96-06-13-10D on June 13, 1996, and by order of the Williamson County Commissioners Court on December 10, 1996, which amended that certain previously entered into Tax Abatement Agreement dated August 10, 1995, to abate certain property taxes of Tellabs Operations, Inc., for the Tax Years 1996 - 1999, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which the Tax Abatement Agreement was originally executed (i.e. 1995), and in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	0% abatement
Tax Year 1997	90% abatement
Tax Year 1998	60% abatement
Tax Year 1999	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1997.

2. Section 10, "Events of Default.", shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem real or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem real or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Grace Tyson
Accounting Manager
601 Jeffrey Way
Round Rock, Texas 78664

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 2, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper
CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daerflon 9-16-97
, COUNTY JUDGE

ATTEST:

Clarence Brizzel
, County Clerk

TELLABS OPERATIONS, INC.

Robert L. Suttler
, ITS Director of
Treasury Services

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO. 2
TO
TAX ABATEMENT AGREEMENT
WITH
TELLABS OPERATIONS, INC.

This Amendment No. 2. is entered into this the 14 day of August, 1997 to amend that certain amendment authorized by City of Round Rock Resolution No. R-96-06-13-10D on June 13, 1996, and by order of the Williamson County Commissioners Court on December 10, 1996, which amended that certain previously entered into Tax Abatement Agreement dated August 10, 1995, to abate certain property taxes of Tellabs Operations, Inc., for the Tax Years 1996 - 1999, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which the Tax Abatement Agreement was originally executed (i.e. 1995), and in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1996	0% abatement
Tax Year 1997	90% abatement
Tax Year 1998	60% abatement
Tax Year 1999	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1997.

2. Section 10, "Events of Default," shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem real or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem real or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Grace Tyson
Accounting Manager
601 Jeffrey Way
Round Rock, Texas 78664

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 2, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS

Charles Culpepper

CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
, City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daeyflen 9-14-97
, COUNTY JUDGE

ATTEST:

Clair Brice
, County Clerk

TELLABS OPERATIONS, INC.

Robert L. Settle

, ITS Director of
Treasury Services

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
PRUDENTIAL OVERALL SUPPLY, INC.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-08-24-13B on August 24, 1995, and by order of the Williamson County Commissioners Court on September 19, 1995, to abate certain property taxes of Prudential Overall Supply, Inc., for the Tax Years 1997 - 1999, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1997	90% abatement
Tax Year 1998	60% abatement
Tax Year 1999	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1997.

2. Section 10, "Events of Default.", shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Prudential Overall Supply
John Thompson
P.O. Box 11210
Santa Ana, CA 92711-1210

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS


CHARLES CULPEPPER, MAYOR

ATTEST:

Janne Land
City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daefler 9-16-97
COUNTY JUDGE

ATTEST:

Claine Brzecz
County Clerk

PRUDENTIAL OVERALL SUPPLY, INC.

James K. Murray
ITS Sec. / Treasurer

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

AMENDMENT NO.1
TO
TAX ABATEMENT AGREEMENT
WITH
PRUDENTIAL OVERALL SUPPLY, INC.

This Amendment No. 1 is entered into this the 14 day of August, 1997 to amend that certain agreement authorized by City of Round Rock Resolution No. R-95-08-24-13B on August 24, 1995, and by order of the Williamson County Commissioners Court on September 19, 1995, to abate certain property taxes of Prudential Overall Supply, Inc., for the Tax Years 1997 - 1999, inclusive.

WHEREAS, it was the intention of all parties that said above referenced Tax Abatement Agreement was to include the abatement of personal property taxes; and

WHEREAS, the parties desire to include language in said Agreement evidencing their intentions; NOW THEREFORE, the parties hereby do mutually agree to amend said Agreement as follows:

1. That Section 7, "Portion of taxes abated", is amended to read as follows:

7. Portion of taxes abated. Subject to the terms and conditions of the Agreement, and subject to the rights of the holders of any outstanding bonds of the City and County, a portion of ad valorem real property taxes and personal property taxes assessed against the Premises otherwise owed to the City and County shall be abated. City and County hereby acknowledge that they are not aware of any terms or conditions of any outstanding bonds which would invalidate this Agreement. Said abatement shall be an amount equal to the below-stated percentages assessed upon the increased value of the Premises and Improvements over the value in the year in which this Agreement is executed, in accordance with the terms of this Agreement and all applicable state and local regulations. The percentage of abatements are as follows:

Tax Year 1997	90% abatement
Tax Year 1998	60% abatement
Tax Year 1999	30% abatement

These abatements shall be for three (3) tax years beginning January 1, 1997.

2. Section 10, "Events of Default.", shall be amended to read as follows:

10. Events of default. In the event that (1) the Improvements for which an abatement has been granted are not completed in accordance with this Agreement or (2) Owner allows its ad valorem or personal property taxes owed the City or County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or personal property taxes; or (3) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the Owner defaults in its performance of (1), (2), or (3) above, then the City or County shall give the Owner written notice of such default and if Owner has not cured such default within thirty (30) days of said written notice, this Agreement may be terminated by the City or County by written notice to Owner. Such notice shall be in writing and shall be delivered by personal delivery or certified mail to:

Prudential Overall Supply
John Thompson
P.O. Box 11210
Santa Ana, CA 92711-1210

As liquidated damages in the event of default and in accordance with Section 312.205, Tax Code, V.A.T.S., as amended, all taxes which otherwise would have been paid to the City and County without the benefit of abatement (without the addition of penalty, but interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code) shall become a debt owed by Owner to the City and County and shall be due, owing and paid to the City and County within sixty (60) days of the expiration of the above mentioned applicable cure period. The City and County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

3. Retroactive application. It is the intentions of the parties that this Amendment No. 1, shall be effective as of the effective date of the original Tax Abatement Agreement, as if this amendment was fully written therein at such time.

Witness our hands this 14 day of August, 1997.

CITY OF ROUND ROCK, TEXAS



CHARLES CULPEPPER, MAYOR

ATTEST:

Joanne Land
City Secretary

WILLIAMSON COUNTY
COMMISSIONERS COURT

John C. Daerfler 9-16-97
COUNTY JUDGE

ATTEST:

Glenn Forzice
County Clerk

PRUDENTIAL OVERALL SUPPLY, INC.

James K. Murray, ITS Sec. / Treasurer

AGENDA ITEM # 20

September 16, 1997

*

Discuss and take appropriate action on right of way dedication and any other issues concerning State Highway 45, Louis Henna Boulevard.

Jim Stendebach of Stendebach & Associates, Inc. addressed the court requesting a right of way dedication; access and public utility easement, and license agreement to permit placement of a monument sign, landscaping and maintaining area.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To grant easement to City of Round Rock with the stipulation that the county will not be responsible for any utilities, either removals or adjustments, which may be caused by expansion of highway.

Vote: Motion carried 4 - 0

< Clerk copy here >

1250let3

STENDEBACH & ASSOCIATES, INC.
PLANNING AND DEVELOPMENT CONSULTANTS

September 8, 1997

Commissioner Jerry Mehevec
Commissioner Precinct 4
Williamson County Courthouse
Georgetown, Texas 78626

RE: Right of way dedication for State Highway 45, Louis Henna Blvd. Round Rock, Texas.

Dear Commissioner Mehevec:

Further to our recent conversation, we are requesting that the following matters be placed on the Commissioners Court agenda for September 16, 1997.

1. Dedication of part of the land donated to Williamson County by Alborz Corporation and Austin Custom Home Builders Joint Venture, recorded as Document # 9548491, as right of way for the extension of Meister Lane. This would authorize Judge Doerfler to sign the final plat to grant this dedication.
2. Granting an access and public utility easement across part of the same donated land to permit a driveway access to Louis Henna Boulevard, as approved by the City of Round Rock.
3. Granting a license to America's Preferred Homes to permit the placement of a monument sign, landscaping and irrigation in the portion of the donated land which lie between the proposed Meadow Ridge Plat and the current Louis Henna Boulevard right of way. This license would require America's Preferred Homes to maintain all improvements. It would also require the removal of all improvements when the land is required for the construction of State Highway 45.

The developer will be responsible for all construction cost related to these matters. The new Meister Place will become a City Street.

This property was given to Williamson County for the future road widening to accommodate State Highway 45. The property was deeded by Special Warranty Deed to the County. This deed did not specifically restrict the use of the land to public right of way. Therefore, access across this land will be required to plat the adjacent land. This was anticipated when the City of Round Rock adopted a Planned Unit Development (PUD) zoning designation which provided for access across the land to Louis Henna