



September 2, 2020

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

Attention: Thomas M. Bolt
City Manager

Re: Amendment of the City's General Bond Counsel Services Agreement with our firm for Manor Heights Public Improvement District Special Assessment Revenue Bonds

Dear Mr. Bolt:

The City of Manor, Texas (the "City") and our firm have previously entered into an engagement agreement for the firm's services as bond counsel which was accepted by the parties on February 6, 2019 ("Agreement") attached. The Agreement covers the issuance of bonds (the "Bonds") secured by assessment of properties in any Public Improvement Districts ("Districts"). This letter amends the compensation provisions in our Agreement solely as they relate to Bonds to be issued in connection with the Manor Heights Public Improvement District created by the City on November 7, 2018 (the "Manor Heights Project").

Under the Agreement, the City directed our firm to initiate the preparation of documents for the issuance of Bonds in the Manor Heights Project. The City and the developer sponsoring the Manor Heights Project subsequently discontinued, the work on that bond issuance. Substantial efforts were expended by the firm in preparing bond documents for the project before the work was discontinued by the parties (the "Discontinued Bond Project Work"). The City and the developer have subsequently determined to resume work on the Manor Heights Project and contemplate a possible future issuance of Bonds which will require the restart of the project and the incurrence of new and substantial bond counsel services. In consideration for the City's agreement to restart the project, the developer has agreed to compensate our firm for the Discontinued Bond Project Work on the Manor Heights Project and the firm has agreed to resume work on the new project on behalf of the parties based on the following amendment to the Agreement solely as it relates to the Manor Heights Project.

The first paragraph after the end of the item No. 7 at the top of page two of the Bond Counsel Services Agreement is amended to read as follows:

The fee covering the legal services of this firm, as bond counsel, for the above described work on a District and the issuance of the Bonds for a Project ("Issuance Services"), shall be based on 2.5% of the par amount of the Bonds with a minimum fee of \$50,000. Provided however, if the developer remits the Previously Expended Bond Counsel Fees to the City and those fees are paid to our firm by September 30, 2020, at the closing on the Bonds the firm shall

reduce the fee for Issuance Services for the Project by 10% of the Discontinued Bond Project Work for each \$1,000,000 of par amount of bonds sold for the first \$10,000,000 of par amount of bonds.

It is the intent of the City and the firm, by executing this letter agreement, that the modification of the referenced paragraph on page two of the Agreement is the only change to the agreement between the parties.

If the proposed amendment is satisfactory, please indicate the City's acceptance by signing the acceptance clause below and return a fully executed copy of this letter to me.

Respectfully submitted,

BICKERSTAFF HEATH DELGADO ACOSTA LLP

A handwritten signature in black ink, appearing to read "D. Méndez", written in a cursive style.

David Méndez

ACCEPTED this, the _____ day of _____, 2020:

CITY OF MANOR, TEXAS

Name: _____

Title: _____

EXHIBIT A – Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit B – Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:



David Méndez
September 2, 2020

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and the City of Manor, Texas.