



City of Round Rock

City Council

Meeting Agenda

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

Thursday, September 8, 2022

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [Consider proclaiming September 15, 2022 to October 15, 2022 as "Hispanic Heritage Month" in the City of Round Rock.](#)

F. APPROVAL OF MINUTES:

- F.1 [Consider approval of the minutes for the August 25, 2022 City Council meeting.](#)

G. ORDINANCES:

- G.1 [Consider an ordinance amending Chapter 2, Article III, Code of Ordinances \(2018 Edition\), by adding new Section 2-90 to create the Community and Neighborhood Services Department. \(First Reading\)*](#)
- G.2 [Consider an ordinance adopting the FY 2022-2023 Annual Budget for the City of Round Rock. \(Second Reading\)](#)

- G.3 [Consider an ordinance adopting the 2022 Property Tax Rate for the City of Round Rock. \(Second Reading\)](#)

H. RESOLUTIONS:

- H.1 [Consider ratifying the property tax increase reflected in the FY 2022-2023 Budget.](#)
- H.2 [Consider a resolution authorizing the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \\$200,000.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Capital Metropolitan Transportation Authority Regarding the Provision of Federal Transit Administration Section 5307 Program Funds for Fiscal Years 2023 and 2024.](#)
- H.4 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Round Rock Independent School District for Dark Fiber Indefeasible Right of Use.](#)
- H.5 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Insight Psychology and Behavioral Health Services, LLC for police cadet psychological testing and evaluation services.](#)
- H.6 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Znet Tech, LLC for the purchase of 3-D Crime Scene Rendering Software and related products and equipment.](#)
- H.7 [Consider a resolution authorizing the Mayor to execute a Government Agency Agreement and related Order Form with Flock Group, Inc. for the software and hardware solution for automatic license plate detection.](#)
- H.8 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Smith Pump Company, Inc. for the purchase of a Return Activated Sludge \(RAS\) Pump Replacement.](#)
- H.9 [Consider a resolution authorizing the Mayor to execute the First Amendment to the Wholesale Water Service Agreement with the City of Georgetown.](#)
- H.10 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Plummer Associates, Inc. for the Brushy Creek East Regional Wastewater Treatment Plant Tertiary Filters project.](#)
- H.11 [Consider a resolution approving the action of the Brushy Creek Regional Utility Authority \(BCRUA\) in authorizing the execution of a Contract with Thalle Construction Company for the BCRUA 36-inch Underwater Pipeline Project.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 2nd day of September 2022 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming September 15, 2022 to October 15, 2022 as "Hispanic Heritage Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-22-0758



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the August 25, 2022 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments: 082522 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-22-0657



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, August 25, 2022

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, August 25, 2022 in the City Council Chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:02 PM.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Rene Flores
Council Member Michelle Ly
Council Member Matthew Baker
Council Member Frank Ortega
Council Member Kristin Stevens
Council Member Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Crystal Wilcox with Casa Williamson County gave Council an update on the program. Aurora Rucker, 1002 Cedar Falls St, Round Rock, spoke to Council regarding books in the local library.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [Consider proclaiming August 2022 as "Children's Vision and Learning Month" in the City of Round Rock.](#)

Mayor Morgan presented the proclamation to Dr. Nancy Guenthner.

STAFF PRESENTATIONS:**F.1** [Consider a presentation and department update from Sports Management and Tourism.](#)

Chad McKenzie, Director of Sports Management and Tourism made the staff presentation.

CONSENT AGENDA:

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

A motion was made by Council Member Ortega seconded by Council Member Montgomery to approve the Consent Agenda. The motion carried by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

G.1 [Consider approval of the minutes for the August 11, 2022 City Council meeting.](#)

This item was approved under the consent agenda.

G.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Consolidated Traffic Controls, Inc. for the purchase of traffic control, enforcement, and signal preemption equipment.](#)

This item was approved under the consent agenda.

G.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Presidio Custom Metal Works, LLC for the purchase of fence and railing installation and repair services.](#)

This item was approved under the consent agenda.

G.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Heat Transfer Solutions, Inc. for the purchase of HVAC equipment and services.](#)

This item was approved under the consent agenda.

RESOLUTIONS:**H.1** [Consider a resolution authorizing the City Manager to issue a Purchase Order to Landscape Forms, Inc. for the outdoor furniture for the new library.](#)

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Council Member Stevens, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.2 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Insane Impact, LLC for the purchase of an LED Video Display Trailer.](#)

Rick Atkins, Parks and Recreation Director, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.3 [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the remaining portions of the Heritage Trail Project.](#)

Rick Atkins, Parks and Recreation Director, made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Baker, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Rec Trac LLC for recreation management software services.](#)

David Buzzell, Parks and Recreation Assistant Director, made the staff presentation.

A motion was made by Council Member Stevens, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.5 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Volkert, Inc. for the E. Main Sidewalk Gap Project.](#)

Gary Hudder, Transportation Director, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.6 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Patin Construction, LLC for the FM 1460/AW Grimes Blvd. Northbound Right Turn Lanes at Old Settlers Blvd. & Chandler Creek Blvd. Project.](#)

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Council Member Baker, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.7 [Consider a resolution authorizing the Mayor to execute a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire 0.090 acre from property owned by RRHI, Inc. and Edmond Investment Group, Inc.](#)

Gary Hudder, Transportation Director, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.8 [Consider a resolution authorizing the Mayor to execute a Contract with PM Construction & Rehab, LLC for the Chandler Creek Pipe Bursting Replacement Project.](#)

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

A motion was made by Council Member Baker, seconded by Council Member Ortega, to approve the Resolution. The motion passed by the following vote:

Ayes: 6 - Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 1 - Mayor Morgan

H.9 [Consider a resolution authorizing the Mayor to execute an Out-of-City Water Service Agreement with Jim Boles and Monti Boles.](#)

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

A motion was made by Council Member Ortega, seconded by Council Member Montgomery, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.10 [Consider a resolution authorizing the Mayor to execute a Subrecipient Agreement with Williamson County for the Williamson County Regional Water Supply, Segment A Project.](#)

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

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

H.11 [Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement and a revised Standard Utility Agreement with the Texas Department of Transportation for the Waterline Betterment Project at I-35 \(Cap-Ex North Section\).](#)

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

A motion was made by Council Member Ortega, seconded by Council Member Stevens, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

The Mayor went out of regular order and called item I.3 next.

ORDINANCES:

- I.3** [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 10, Articles I, V, and IX, Sections 10-2, 10-25, 10-26, 10-27, 10-34 and 10-70, Code of Ordinances \(2018 Edition\), regarding concept plan review procedures. \(First Reading\)*](#)

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

Mayor Morgan opened the public hearing for speakers, there being none, the hearing was closed.

A motion was made by Council Member Stevens, seconded by Council Member Ly, to approve the Ordinance. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

Mayor Morgan returned to regular order.

H.12 [Consider a resolution approving and adopting Financial Policies related to the Budget for FY 2022-23.](#)

Susan Morgan, CFO, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

I.1 [Consider public testimony regarding and an ordinance adopting the FY 2022-2023 Annual Budget for the City of Round Rock. \(Second Reading\)](#)

Susan Morgan, CFO, made the staff presentation for items I.1 and I.2 together.

Mayor Morgan opened the public hearing for speakers, there being none, the hearing was closed.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

I.2 [Consider public testimony regarding and an ordinance adopting the 2022 Property Tax Rate for the City of Round Rock. \(Second Reading\)](#)

Mayor Morgan opened the public hearing for speakers, there being none, the hearing was closed.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

APPOINTMENTS:

Mayor Morgan called item J.2 before J.1 and then returned to regular order.

J.2 [Consider one \(1\) appointment of a representative to the Round Rock Chamber board of directors.](#)

A motion was made by Mayor Morgan, seconded by Mayor Pro-Tem Flores, to appoint Council Member Baker as a representative to the Round Rock Chamber board of directors. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

J.1 [Consider one \(1\) appointment to the Planning and Zoning Commission / Capital Improvements Advisory Committee to fill an expired term.](#)

Council voted Wallis Meshier to fill the P&Z vacancy by a vote of 4-3.

Meshier - Mayor Morgan
Council Member Ly
Council Member Baker
Council Member Stevens

Youmans - Mayor Pro-Tem Flores
Council Member Ortega
Council Member Montgomery

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:**

- L.1** [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new or expanded businesses that would bring economic development to the City.](#)
- L.2** [Consider Executive Session as authorized by §551.071, Government Code, related to consultation with attorneys regarding an update on the Comptroller of Public Accounts' proposed rule amendment related to sales tax.](#)

Council recessed into executive session. Mayor Morgan called the session to order at 7:30 pm and adjourned back to regular session at 8:20 pm. No action was taken.

ADJOURNMENT

There being no further business, the Mayor adjourned at 8:22 pm.

*Respectfully submitted by:
Meagan Spinks, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider an ordinance amending Chapter 2, Article III, Code of Ordinances (2018 Edition), by adding new Section 2-90 to create the Community and Neighborhood Services Department. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Ordinance

Department: City Manager's Office

Text of Legislative File 2022-302

ORDINANCE NO. O-2022-302

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, BY ADDING NEW SECTION 2-90 COMMUNITY AND NEIGHBORHOOD SERVICES DEPARTMENT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 2, Article III, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding new Section 2-90 to read as follows:

Sec. 2-90. – Community and neighborhood services department.

(a) Establishment of the community and neighborhood services department.

(1) The community and neighborhood services department of the city is hereby created.

(2) The head of the department shall be the director of community and neighborhood services department who shall be appointed by the city manager.

(b) Powers and duties of the director of the community and neighborhood services department.

(1) The director of the community and neighborhood services department shall plan, direct, and review all functions and operations of the department, including the neighborhood services, code enforcement, Community Development Block Grant (CDBG) program administration, and other special projects deemed beneficial.

(2) The director of community and neighborhood services shall have supervision and control of the department, subject to the direction of the city manager.

(3) The director of community and neighborhood services department shall organize the department.

(4) The director of community and neighborhood services department shall promulgate policies, procedures, rules, directives, and orders for the administration of the department, including but not limited to discipline within the department.

1 II.

2
3 A. All ordinances, parts of ordinances, or resolutions in conflict herewith are
4 expressly repealed.

5 B. The invalidity of any section or provision of this ordinance shall not
6 invalidate other sections or provisions thereof.

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

13 Alternative 1.

14 By motion duly made, seconded and passed with an affirmative vote of all the
15 Council members present, the requirement for reading this ordinance on two separate
16 days was dispensed with.

17 READ, PASSED, and ADOPTED on first reading this ____ day of
18 _____, 2022.

19 Alternative 2.

20 READ and APPROVED on first reading this the ____ day of
21 _____, 2022.

22 READ, APPROVED and ADOPTED on second reading this the ____ day of
23 _____, 2022.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider an ordinance adopting the FY 2022-2023 Annual Budget for the City of Round Rock. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, All Funds Summary_Workshop 07282022, FY 2023 One Pager, 2023 Budget in Brief

Department: Finance

Text of Legislative File 2022-280

The City Manager's proposed budget totals \$555,471,000, summarized in the table attached as **Exhibit A**. The City Council gave direction for the FY 2022-2023 proposed Annual Budget at their annual strategic planning retreats in January and February 2022. This proposed budget was presented to Council at its annual budget work session on July 28, 2022.

The items presented in this proposed budget address Council's Strategic Goals for FY 2022-2023 and are summarized in the attached **FY 2023 Proposed Budget Highlights** and **FY 2023 Budget in Brief** documents.

Exhibit A of the FY 2022-2023 Budget ordinance presents an overview of all the revenues and expenses for all the funds for the City of Round Rock.

This city-wide budget also includes the Round Rock Transportation and Economic Development Corporation (RRTEDC), or Type B Fund. RRTEDC held a public hearing and approved the Type B Fund budget at their July 28, 2022, board meeting.

The complete proposed FY 2022-2023 Annual Budget workbook can be found on the City of Round Rock's website. A hard copy is available for review in the Robert G. and Helen Griffith Public Library located at 216 E Main Street.

All filings, disclosures and publications have been done in accordance with Section 102 of the Local

Government Code.

A public hearing and first reading of the ordinance regarding the FY 2023 Annual Budget will be held on August 25, 2022. The second reading of the ordinance is scheduled for September 8, 2022.

ORDINANCE NO. O-2022-280

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ROUND ROCK, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, DIRECTING THE CITY CLERK TO FILE A TRUE COPY OF THE BUDGET WITH THE COUNTY CLERKS OF WILLIAMSON AND TRAVIS COUNTIES, TEXAS.

WHEREAS, the City Manager of the City of Round Rock, Texas, has heretofore submitted, in accordance with the state law and the City's Charter, a budget for said City, for the fiscal year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, proper and timely notice that a public hearing on such budget would be held on August 25, 2022 was given and made in accordance with the law and within the time limits set forth by law; and

WHEREAS, such public hearing was held in accordance with law on August 25, 2022, prior to final adoption of this ordinance; Now Therefore

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

The budget submitted by the City Manager for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as summarized in Exhibit "A" attached hereto, is hereby in all things approved and adopted and it shall be effective as of October 1, 2022. The attached budget also contains the budget for the Round Rock Transportation and Economic Development Corporation, which is approved and adopted.

In accordance with §102.008(a)(1), Local Government Code, the Chief Financial Officer is directed to file with the City Clerk a true copy of the final budget as adopted by the City Council, and the City Clerk is directed to certify as a true copy said budget and file it with this ordinance in the official records of the City.

In accordance with §102.008(a)(2)(A), Local Government Code, the City Clerk is directed to ensure that a copy of the budget, including the cover page, is posted on the City's website.

In accordance with §102.008(a)(2)(B), Local Government Code, the City Clerk is directed to ensure that the record vote described by §102.007(d)(2), Local Government Code is posted on the City's website at least until the first anniversary of the date this ordinance is adopted.

In accordance with §102.009(d), Local Government Code, the City Clerk is directed to file a certified copy of this ordinance along with a true copy of the budget with the County Clerk of Williamson County and the County Clerk of Travis County.

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 _____, 2022.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT**"A"****FY 2023 Budget**

The City Manager's proposed budget totals \$555,471,000, summarized in the attached table. The updated totals are presented by fund below:

General Fund	\$148,162,000
General Capital Projects & Equipment Fund	63,203,000
Debt Service Fund	31,733,000
Utility Fund	130,442,000
Stormwater Fund	12,021,000
Hotel Occupancy Tax Fund	6,629,000
Sports Center Fund	4,483,000
Type B Fund	132,319,000
Special Revenue Funds	26,479,000
Total FY 2023 Annual Budget	\$555,471,000

ALL FUNDS SCHEDULE

Note: This represents a cash flow statement for the City, not an income statement.

		General Capital									
	Total Budget	General Fund	Projects & Equipment	Debt Service Fund	Utility Fund	Stormwater Fund	Type B Fund	HOT Fund	Sports Center Fund	Special Revenue & Other Funds	
Estimated Fund Balance/Working Capital	\$428,840,000	\$51,582,000	\$52,237,000	\$3,747,000	\$149,899,000	\$4,022,000	\$141,218,000	\$6,883,000	\$7,500,000	\$ 11,752,000	
Revenues & Sources											Revenues & Sources
Property Tax	74,948,000	48,937,000		26,011,000							Property Tax
Sales Tax	108,729,000	64,529,000	13,677,000				30,523,000				Sales Tax
Hotel Occupancy Tax	8,631,000							5,397,000	3,234,000		Hotel Occupancy Tax
Other Taxes & Franchise Fees	13,681,000	8,114,000								5,567,000	Other Taxes & Franchise Fees
Licenses, Permits, & Fees	12,815,000	2,059,000			8,000,000					2,756,000	Licenses, Permits, & Fees
Service Charges	63,519,000	1,392,000			58,007,000	4,120,000					Service Charges
Program Revenues	8,464,000	3,151,000						20,000	1,000,000	4,293,000	Program Revenues
Fines & Forfeitures	1,096,000	1,020,000								76,000	Fines & Forfeitures
Contracts & Other	70,107,000	7,750,000	5,044,000	-	16,708,000	6,994,000	27,345,000	10,000	498,000	5,758,000	Contracts & Other
Bond Proceeds	20,850,000		10,850,000	-			10,000,000				Bond Proceeds
Capital Lease/Limited Tax Notes	3,500,000		3,500,000	-							Capital Lease/Limited Tax Notes
Transfers In	28,020,000	6,905,000	6,450,000	4,713,000			3,059,000	370,000		6,523,000	Transfers In
Total Revenues & Sources	414,360,000	143,857,000	39,521,000	30,724,000	82,715,000	11,114,000	70,927,000	5,797,000	4,732,000	24,973,000	Total Revenues
Expenditures & Uses											Expenditures & Uses
Administration	2,292,000	2,292,000									Administration
Communications	2,523,000	1,607,000					300,000	501,000		115,000	Communications
Finance	7,415,000	4,585,000			2,325,000					505,000	Finance
Fire	30,506,000	30,506,000									Fire
Fiscal Support	21,552,000		7,538,000		2,748,000		11,266,000				Fiscal Support
General Services	7,587,000	7,587,000									General Services
Human Resources	1,883,000	1,883,000									Human Resources
Information Technology	6,530,000	6,530,000									Information Technology
Legal Services	1,775,000	1,775,000									Legal Services
Library	4,076,000	4,049,000								27,000	Library
Parks & Recreation	16,466,000	15,080,000								1,386,000	Parks & Recreation
Planning & Development	8,003,000	6,977,000								1,026,000	Planning & Development
Police	40,232,000	40,109,000								123,000	Police
Sports Management & Tourism	9,606,000							2,579,000	2,333,000	4,694,000	Sports Management & Tourism
Transportation	13,296,000	12,596,000					700,000				Transportation
Utilities & Environmental Services	34,227,000	348,000			30,772,000	3,107,000					Utilities & Environmental Services
Debt Payments	47,183,000			31,733,000	9,674,000	557,000	4,578,000	641,000			Debt Payments
Transfers Out/Disbursements	32,735,000	4,700,000			5,339,000	266,000	1,750,000	1,013,000	1,870,000	17,797,000	Transfers Out/Disbursements
Proposed Uses - General SFC	30,273,000		30,273,000								Proposed Uses - General SFC
GSFC - Designated, not yet spent	15,105,000		15,105,000								GSFC - Designated, not yet spent
Fleet Replacement	4,840,000		3,500,000		1,079,000	261,000					Fleet Replacement
Capital Improvement Projects	217,366,000		14,325,000		78,505,000	7,830,000	113,725,000	1,895,000	280,000	806,000	Capital Improvement Projects
Total Expenditures & Uses	555,471,000	148,162,000	63,203,000	31,733,000	130,442,000	12,021,000	132,319,000	6,629,000	4,483,000	26,479,000	Total Expenditures & Uses
Net Revenues & Sources	(141,111,000)	(4,305,000)	(23,682,000)	(1,009,000)	(47,727,000)	(907,000)	(61,392,000)	(832,000)	249,000	(1,506,000)	Net Revenues
Less Reservations											Less Reservations
Contingency	55,434,000	35,916,000			15,761,000	843,000	1,000,000	1,023,000	571,000	320,000	Contingency
Concentration Risk Fund	10,404,000	10,404,000									Concentration Risk Fund
Debt Reserves	1,178,000							642,000	536,000		Debt Reserves
Designations - Projects	34,295,000		28,555,000					987,000	3,000,000	1,753,000	Designations - Projects
Total Reservations	101,311,000	46,320,000	28,555,000	-	15,761,000	843,000	1,000,000	2,652,000	4,107,000	2,073,000	Total Reservations
Available Ending Fund											Available Ending Fund
Balance/Working Capital FYE 2023	\$ 186,418,000	\$ 957,000	\$ -	\$ 2,738,000	\$ 86,411,000	\$ 2,272,000	\$ 78,826,000	\$ 3,399,000	\$ 3,642,000	\$ 8,173,000	Balance/Working Capital FYE 2023



Components

- Total Citywide operating FY 2023 Budget is **\$555.5 million**.
- The foundation of the annual budget process continues to be the 6 strategic goals updated and affirmed by the City Council each February.
- 1,130 full time employees continue to be dedicated to providing the highest level of customer service to the community, including **55 new positions** proposed for FY 2023.
- \$108.7 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- \$74.9 million in property tax revenues that help fund core City services and debt for fire, police, parks, library, streets and more.
- \$21.7 billion in taxable assessed value, a sizable increase in new and existing property from FY 2022's \$17.7 billion. This growth reveals that Round Rock remains a popular choice with continued residential and commercial growth.
- There are **no** retail water, wastewater, or stormwater **rate increases** proposed for FY 2022/23.

Property Tax Information

The proposed property tax rate is an increase of 1.6 cents or 4.8%. This increase allows the City to provide additional funding for additional public safety as well as pay the voter approved debt for the new public library.

\$0.342 Proposed Tax Rate	\$369,169 Median Home Value	\$1,263 Median City Tax Bill
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Taxable Value/Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay \$27.4 million in City property taxes in FY 2023, just 19% of total General Fund revenues.



Highlights for FY 2022/2023

- The new \$35 million **downtown library** will open in January 2023. The 60,000 square foot facility will feature state of the art offerings and an expanded collection.
- The City will open a 300-space **parking garage in northeast downtown** next to the new library along with utility, stormwater, and street improvements for that area.
- Round Rock will spend **\$122.9 million on its major road expansion program, Driving Progress**, with major construction underway including *Kenney Fort Blvd.*; sections of *Gattis School Road, Greenlawn Boulevard, Red Bud Lane, and University Blvd.*
- **Parks** will add \$17.5 million in projects, including substantial construction work on the **Heritage and Lake Creek Trails**, development of the area around the iconic Round Rock water tower, improvements to **Bowman Park, Round Rock Skate Park, Meadow Lake Park, and Behrens Ranch Park**. The historic **Stagecoach Inn** will also receive additional restoration work.
- The City's new **Crisis Response Unit** will add a communications operator and continue to integrate and expand the mental health and other crisis response services.
- Public safety services includes **6 new firefighters** and **13 additional police officers**, along with facility and software improvements.
- The City will invest **\$79.6 million in water and wastewater system** improvements including the completion of the \$127.6 million Brushy Creek Regional Wastewater System plant expansion.

Public Hearings

August 11, 6:00pm - Council Meeting

- Adopt proposed tax rate and set public hearing

August 25, 6:00pm - Council Meeting

- Budget - Public hearing and first reading of ordinance
- Tax Rate - Public hearing and first reading of ordinance

September 8, 6:00pm - Council Meeting

- Budget - Consider for final adoption
- Tax Rate - Consider for final adoption

Public hearings will be held at:

City of Round Rock Council Chambers, 221 E. Main Street



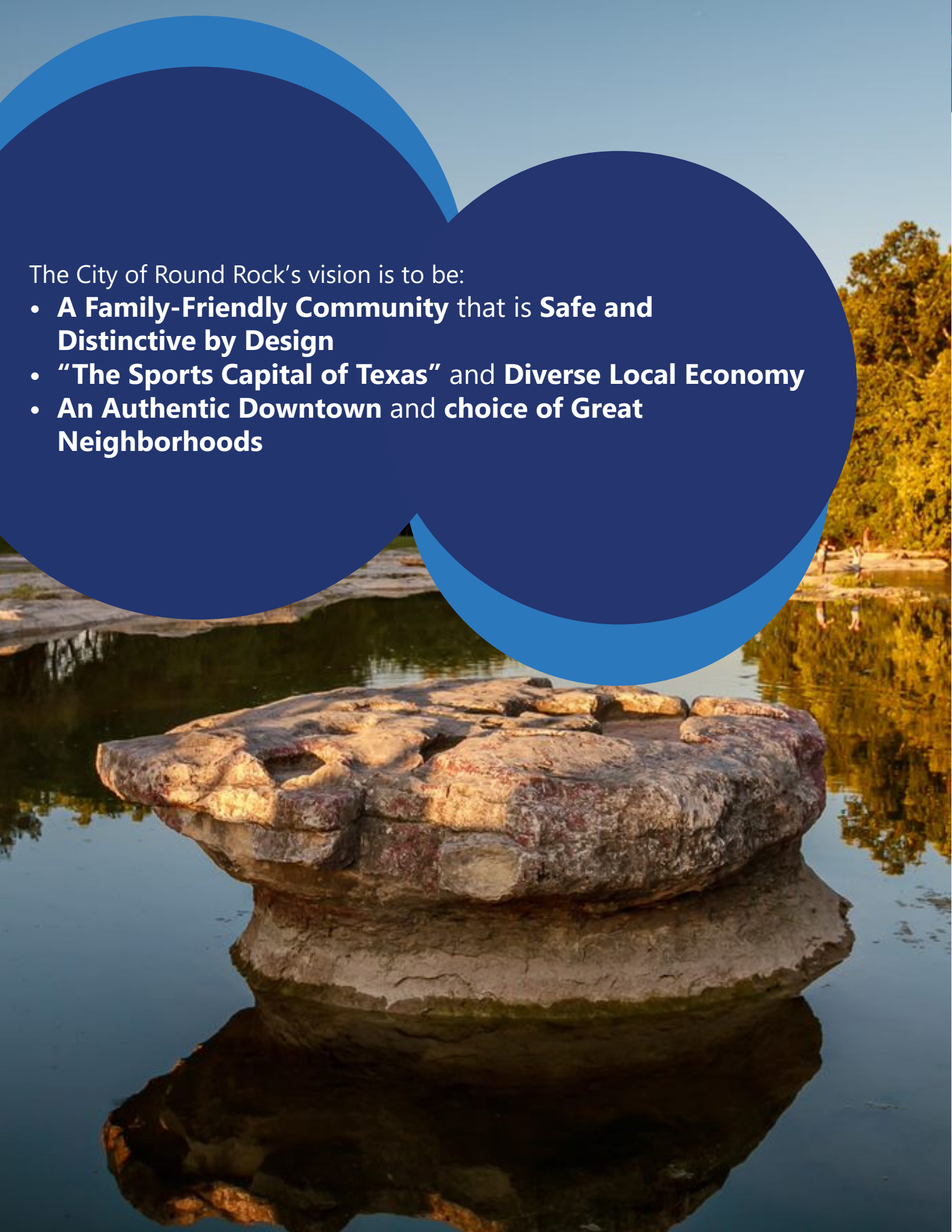
ROUND ROCK TEXAS

From
VISION
to
REALITY



Budget in Brief

Fiscal Year 2022/2023



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Diverse Local Economy**
- **An Authentic Downtown** and **choice of Great Neighborhoods**

Introduction

Dear Round Rock Residents,

I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2022 through September 30, 2023. This budget contains spending plans and revenue estimates for all City funds. This document and our discussions represent consistency in service delivery guided by Council's desire for Round Rock to remain one of the best cities in the country. There is a lot going on in the world and Round Rock has weathered every storm because of our can-do spirit and long-term planning. I believe we are on the right path, and I remain impressed with our ability to keep things moving forward no matter the challenge.

Strategic Priorities

In February 2022 the City Council affirmed Round Rock's 6 strategic goals. The total proposed budget of **\$555.5 million** is focused on furthering these goals listed below:

Strategic Goals for FY 2023



**Financially
Sound City
Providing High
Value
Services**



**Great
Community to
Live**



**City
Infrastructure:
Today and for
Tomorrow**



**Authentic
Downtown -
Exciting
Community
Destination**



**"The Sports
Capital of
Texas" for
Tourism and
Residents**



**Sustainable
Neighborhoods -
Old and New**

The City's most recent biennial citizen survey highlighted that traffic and transportation continues to be a top concern of our community. While major improvements to IH-35, SH 45, and US 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this proposed budget does include significant funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continued annual funding for **neighborhood street maintenance** with \$4.3 million for FY 2023. Since 2015, the City has allocated more than \$36.7 million to maintain neighborhood streets.
- Continued significant work on the road expansion program, **Driving Progress**, with major construction underway including **Kenney Fort Boulevard**; sections of **Gattis School Road**, **Greenlawn Boulevard**, **Red Bud Lane**, and **University Boulevard**.

Introduction

The City continues to invest in the **historic downtown and culture** in FY 2023 with new facilities and upgraded infrastructure in the heart of our community. Some of these upgrades include:

- **Construction of our new 60,000 square foot public library** opening in January 2023.
- Transportation and utility **infrastructure improvements to northeast downtown**, including construction of a new 300 space **downtown parking garage** which will be completed January 2023.

Round Rock's **recreation and park** amenities set our City apart from many municipalities. The FY 2023 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

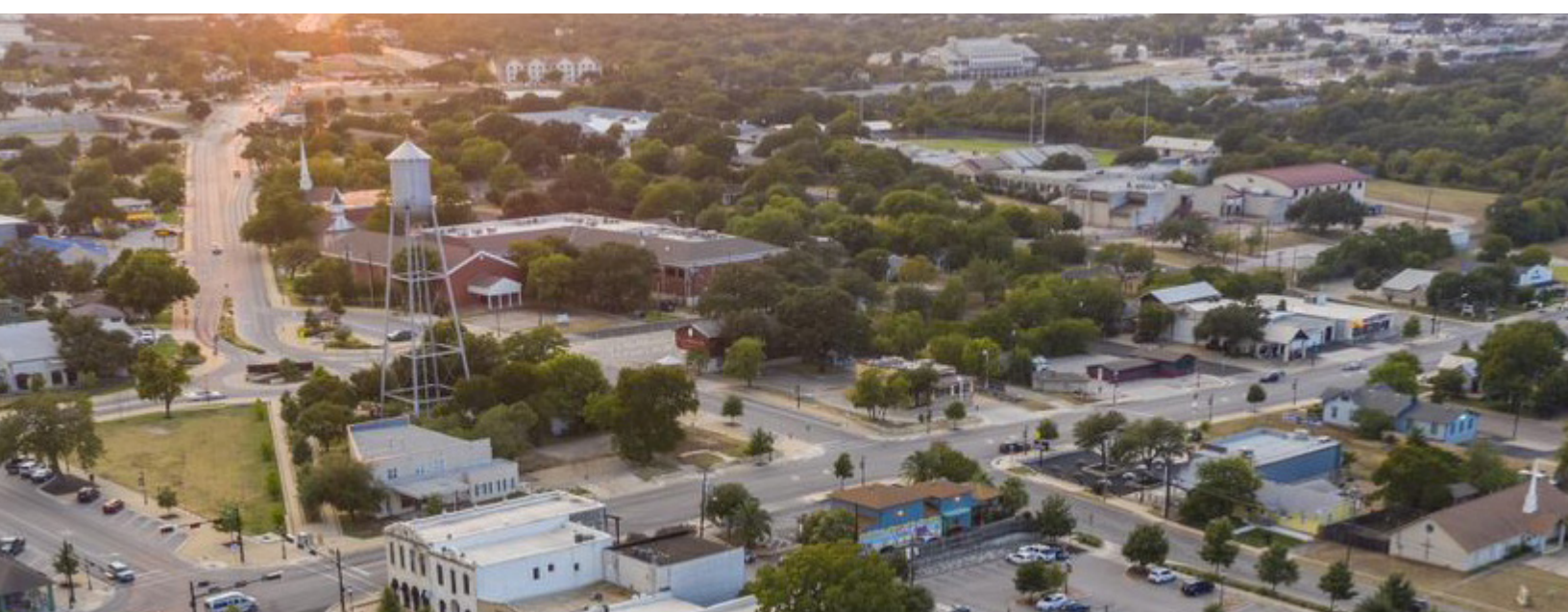
- **Trail connectivity.** Work is underway with final right-of-way acquisitions slated. This proposed budget includes the funding necessary to complete connection of our major trail systems along the east and west corridor and to provide a continuous trail experience across our City, including **Heritage Trail East, Lake Creek Trail**, and **Heritage Trail West**.
- Continued funding of our ever **popular, family-friendly events** including the **Fourth of July Parade, Hometown Holiday Lights, Light up the Lake, Music on Main, Chalk Walk** and more. Funding is also included for **Freeman Park, Old Settlers Park** and **High Country Park** improvements.

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget includes funding for several initiatives to secure the highest level of public safety for years to come with 20 total new positions, including:

- A new **Public Safety Communications Officer** for the **Crisis Response Unit** to assist with mental health calls.
- Six **Firefighters** to help staff our upcoming fire station and continue fulfilling the safety needs of Round Rock residents.
- Ten **Police Officers**, two **Sergeants**, and one **Lieutenant** for a total of 13 new positions to expand efforts to keep Round Rock one of the safest cities in the nation.

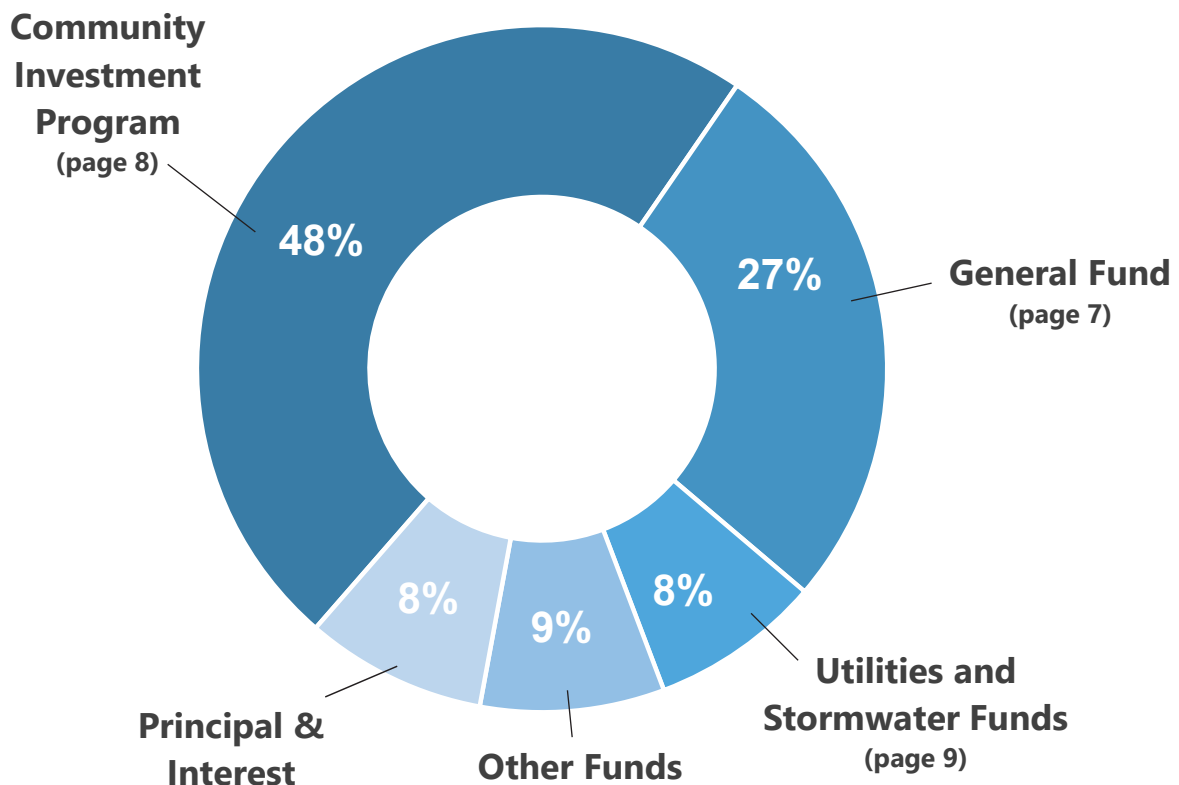


Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2023 Proposed Budget totals **\$555.5 million**. The expenses are categorized in the chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2023 is **\$0.342000** per \$100 of valuation, 5.5 cents less than the FY 2022 nominal rate of \$0.397000.

- The proposed rate of \$0.342000 is an increase of 1.6 cents or 4.8% above the no-new-revenue tax rate of \$0.326408, which takes into account the 20.4% growth in existing property values from last year.
- New property valued at \$423 million was added to the property tax roll since last year. This amount of new property will generate \$1.45 million in additional property tax revenues for FY 2023.
- The City's tax rate is less than 20% of the average property owner's tax bill and continues to be among the lowest in Central Texas and the State.

The median taxable home value in Round Rock for FY 2023 is \$369,169. An **owner of a median taxable value home will pay \$105 per month** in City property taxes for next year. This increase allows the City to provide funding for additional public safety services as well as the voter approved debt payments for the new library.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- The half-cent sales tax reduces the property tax rate for FY 2023 by 12.8 cents. That saves the median homeowner \$40 a month or 28% on their monthly City tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2023 Budget Workshop on the City's website.

Property Tax \$48.9M

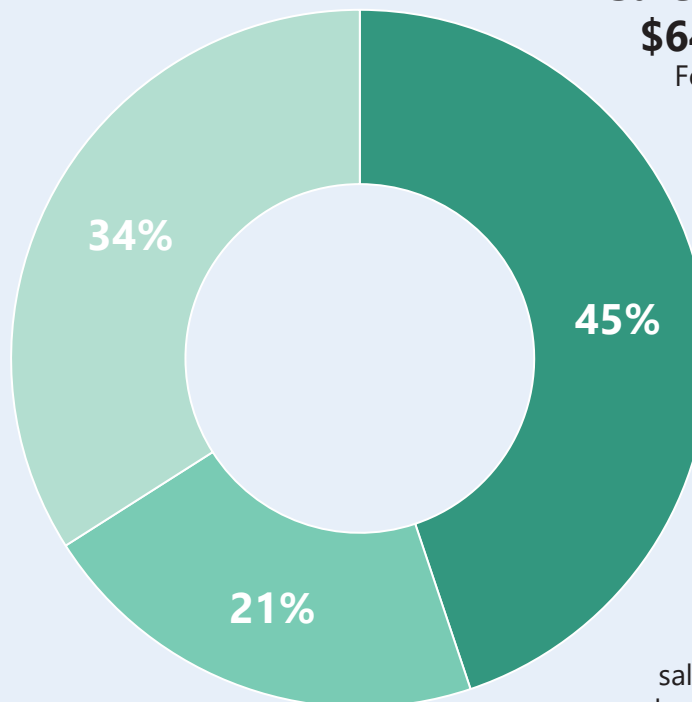
The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past five years the City has opened four fire stations, added 29 new firefighters and staff, added 31 new police officers and staff, and has opened the new Public Safety Training Facility - all thanks in part to property tax revenues.

Other Revenues \$30.5M

Over 100 different revenue sources make up the remainder of General Fund revenues including fees for the City's many recreation programs, building permits, and other services. Some of these are large, like the Electric Franchise Tax revenues budgeted at \$3.8 million and ARPA reimbursements budgeted at \$2.1 million for FY 2023.

Sales Tax \$64.5M

For every \$100 in purchases by visitors, residents, and businesses, the City collects \$2 in sales tax revenues. The General Fund gets \$1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates sales tax revenues that help reduce the property tax burden.



Property Tax Base

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay \$27.4 million in City property taxes in FY 2023, just 19% of total General Fund revenues.

Taxable Property



Taxable Value/Property Tax Revenue by Source



General Fund Expenses

The City's General Fund operating expenses in the FY 2023 Proposed Budget total \$143.7 million. A more detailed look at the General Fund Expenses is available in the FY 2023 Budget Workshop on the City website.

Transportation and Planning

\$19.6M

Transportation and Planning & Development Services are on the front lines of planning and managing the City's growth. This includes economic development, as well as roads and neighborhood street maintenance.

Recreation & Culture

\$19.1M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.

General Services

\$7.6M

The General Services Department is responsible for overseeing fleet operations, building construction, and the repair and maintenance of City facilities.

Public Safety

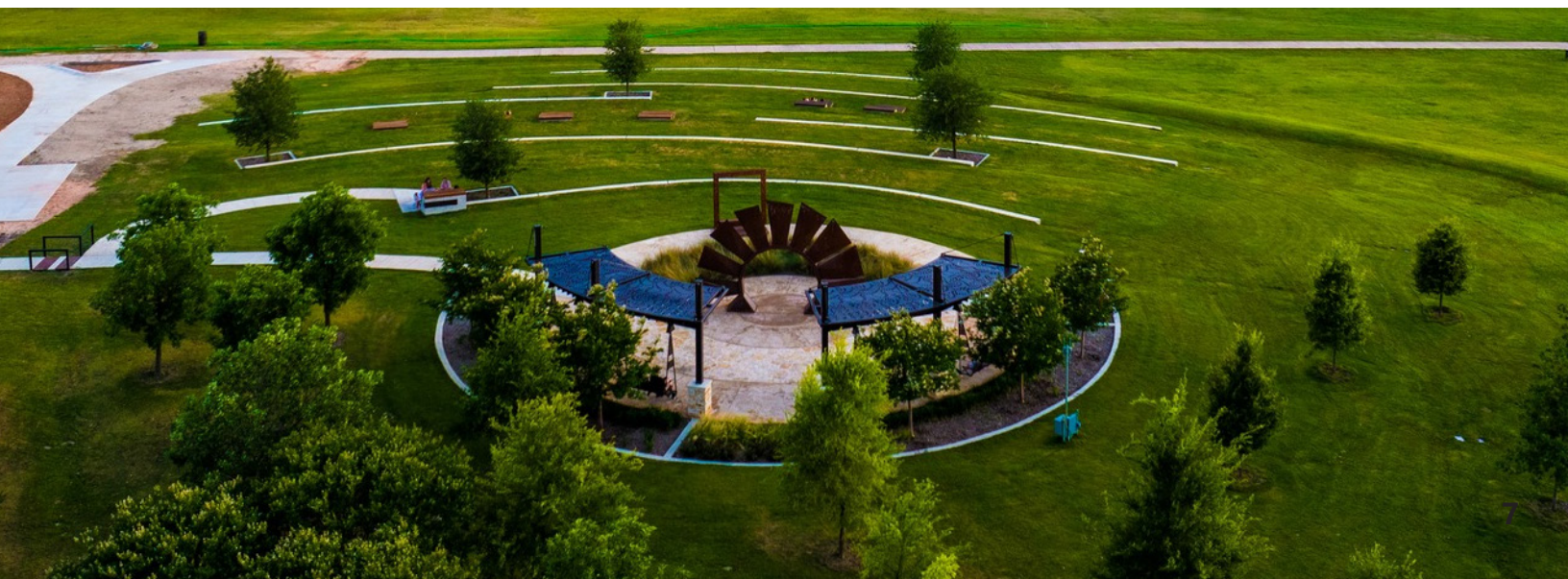
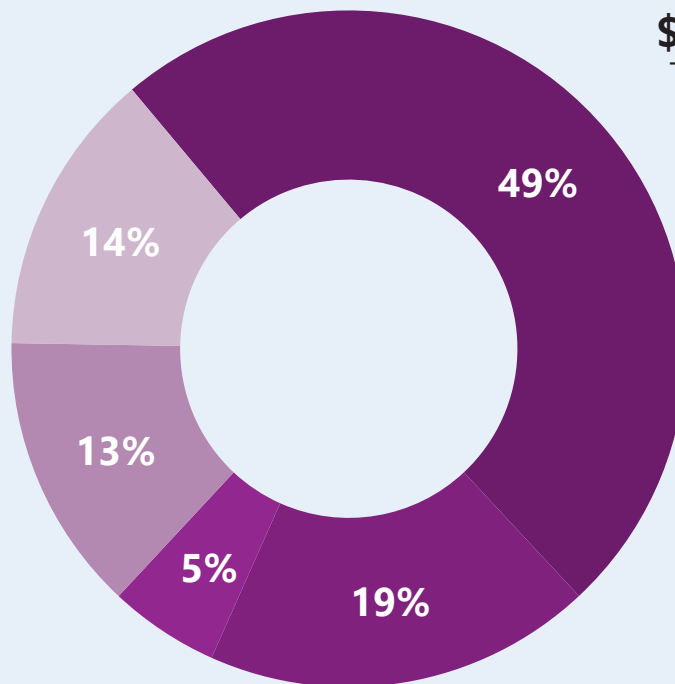
\$70.6M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for City Council in prioritizing General Fund expenses. The police, fire, emergency medical, and Crisis Response Unit continue to make Round Rock one of the safest cities in the country.

Support Services

\$26.8M

Support Services departments in the General Fund include Administration, HR, IT, and Finance. These departments provide support to all City divisions and functions across all funds.



Community Investment Program

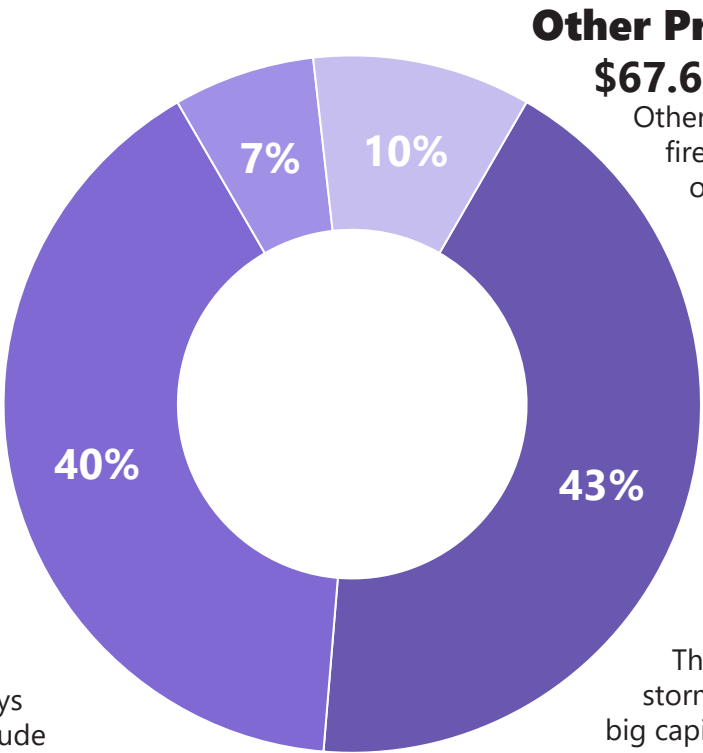
The City has a five-year capital plan that enables long-range, proactive planning for maintenance, improvements, and expansions to the City’s infrastructure. The total cost of the capital plan included in the FY 2023 Proposed Budget over the next five years is **\$667.1 million**. Because of our conservative approach to financial planning, only 15% of our planned capital projects will be debt-financed. **83% of the five-year capital plan will be cash funded**, while 2% will come from cost sharing with other local government partners.

Recreation and Culture \$43.8M

A new main library is under construction. Extensions to the City’s trail system are underway as well as parks and recreation facility improvements and asset replacements.

Transportation \$269.0M

Road improvements and expansions will improve the City’s transportation infrastructure. Major roadways scheduled for expansion include Kenney Fort Boulevard; sections of Gattis School Road, Greenlawn Boulevard, Red Bud Lane, Wyoming Springs, and County Road 112.



Other Projects \$67.6M

Other projects include future fire stations, construction of new City facilities, and other necessary capital improvements.

Utilities and Stormwater \$286.7M

The water, wastewater, and stormwater systems have some big capital projects under way, including expansions to the regional water and wastewater systems.

Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
New Main Library Facility	Jan 2023	\$34.7M
Northeast Downtown Parking Garage	Jan 2023	13.4M
Trail Projects (Heritage Trail East, Heritage Trail West, and Lake Creek)	Winter 2024	17.5M
County Road 112 - AW Grimes to CR110	Fall 2025	35.5M
Gattis School Road - Segment 3	Fall 2025	28.0M
Kenney Fort Boulevard Segments 2 & 3	Spring 2023	28.0M
Kenney Fort Boulevard Segment 4	Winter 2023	18.2M
East WWTP Expansion and Re-Rate Improvements (BCRWWS)	Summer 2023	127.6M
BCRUA Phase 2 Deep Water & Raw Waterline Construction	FY 2026	74.6M



Utilities and Stormwater

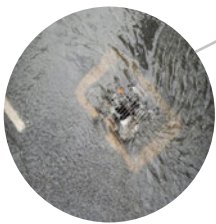
Round Rock operates water, wastewater, and stormwater systems that serve over 37,000 customers. **There are no rate increases for retail water, wastewater, or stormwater** for FY 2023.

Utility and Stormwater Funds Expenses



Water \$66.7M

The City provides water to over 150,000 people within the City limits and the surrounding area. The water system includes over 690 miles of water lines, 11 pumping stations, and 20 water tanks.



Stormwater \$12.0M

The stormwater utility accounts for all aspects of the stormwater program associated with stormwater drainage, floodplain management, and water quality management.



Utility Billing Department
221 East Main Street
Round Rock, TX 78664

ROUND ROCK TEXAS

ROUND ROCK, TX 78664-0

CONTACT INFORMATION

For inquiries call: (512) 218-5460
Hours of Operation: Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours: (512) 218-5555
24-Hour Drop Box: Located on the south side of City Hall
Pay by phone: 1-855-894-2392
Make a payment online at: RRTXWater.com

IMPORTANT MESSAGE

ACCOUNT STATEMENT

CID - ACCOUNT #	DUE DATE	AMOUNT DUE
39385-420365	05/24/2022	\$76.90

ACCOUNT INFORMATION

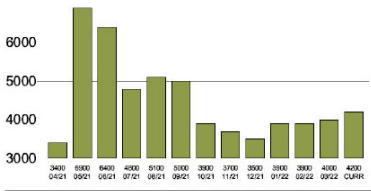
Account Name: [REDACTED]
Service Address: [REDACTED]
Current Statement Date: 05/04/2022
Last Payment: 04/27/2022
Last Payment Amount: \$1.00
Penalty Applied After: 05/24/2022

CURRENT CHARGE SUMMARY

Water:	\$27.27
Wastewater:	\$24.91
Solid Waste:	\$20.97
Storm Water Drainage:	\$4.75

TOTAL AMOUNT DUE \$76.90
Total Due After 05/24/2022 \$84.44

WATER CONSUMPTION (IN HUNDREDS)



**THANK YOU FOR PAYING ON TIME!
WE APPRECIATE YOUR PROMPTNESS.**



Wastewater \$40.3M

The City's wastewater system includes over 7,900 manholes, 480 miles of wastewater lines, 11 lift stations, a reuse water system, and two wastewater treatment plants.

Utility and Stormwater Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and stormwater systems.

Charges for Utility Services	\$62.1M
Impact Fees	8.0M
ARPA Funding	6.3M
Contracts & Other	17.4M
Total Revenues	\$93.8M

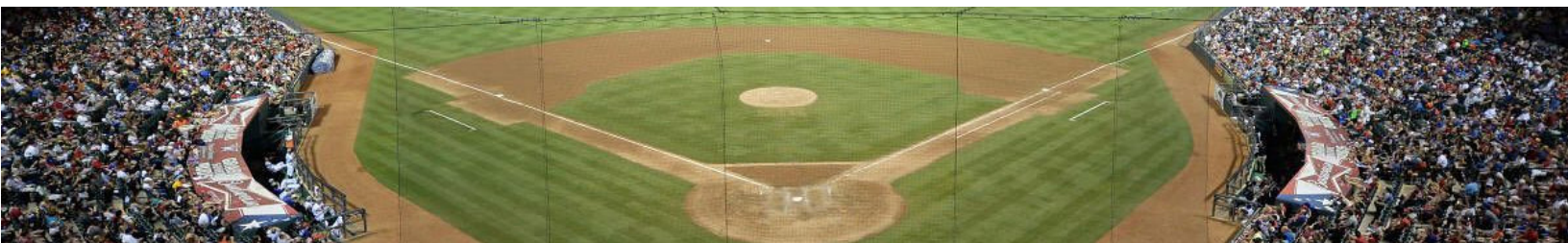


Hotel Occupancy Tax & Sports Center (Venue Tax) Funds

Tourism is a big deal in Round Rock, especially for a City of our size. We have over 4,700 hotel rooms with another 119 under construction. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous major businesses. Visitors who come and stay overnight in a Round Rock hotel pay a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund (7%) and the Sports Center (Venue Tax) Fund (2%).

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2023 Proposed Budget of \$6.6 million which includes the Convention & Visitors Bureau, Arts, and Historic Preservation. The fund also supports the following attractions in Round Rock:



The **Dell Diamond**, opened in 2000, is consistently recognized as one of the best minor league stadiums in the U.S. and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for U.S. Women's Lacrosse and Quidditch, and has been selected as the host for national tournaments of NIRSA National Flag Football Championships, NIRSA Soccer National Championships, and Big 12 Women's Soccer Championships.

Sports Center (Venue Tax) Fund

The Sports Center or Venue Tax Fund has a FY 2023 Proposed Budget of \$4.5 million which funds the Round Rock Sports Center, which includes \$280,000 for capital improvements.



The 82,800 square foot **Round Rock Sports Center** opened in January 2014 and has since been the host of a multitude of sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed as well as online engagement through Facebook, Twitter, and Nextdoor. The City also hosts public hearings, neighborhood, and community meetings throughout the year on targeted programs. The feedback from all of those meetings is important to the annual budget process.

Public Hearings



- **August 11, 6:00pm - Council Meeting** - Council took action to publish and propose a property tax rate for FY 2023 and formally set the date and time for the budget and tax rate public hearings.
- **August 25, 6:00pm - Council Meeting** - Council agenda will include public hearings for the budget and tax rate and first readings of the budget and tax rate ordinances.
- **September 8, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget and tax rate ordinances, as well as the action to ratify the property tax rate.

Public hearings will be held at Round Rock City Hall, 221 E. Main Street

Online Engagement



- The City always welcomes questions and comments through Facebook, Twitter, email, and the City's blog at roundrocktexas.gov/blogs.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on roundrocktexas.gov/budget for more information.

For more information on how the City's property taxes may impact you, go to:

- roundrocktexas.gov/budget
- williamsonpropertytaxes.org/tax
- travistaxes.com

**A more detailed look at the
FY 2023 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget**







City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider an ordinance adopting the 2022 Property Tax Rate for the City of Round Rock. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Exhibit B, FY 2023 One Pager, 2023 Budget in Brief

Department: Finance

Text of Legislative File 2022-283

This ordinance sets the ad valorem tax rate for the tax year 2022 (for Fiscal Year 2023). The rate is based on the net taxable property value at January 1, 2022, to assess taxes for collection during fiscal year 2022/23.

The proposed tax rate for the 2022 tax year is \$0.342000 per \$100 valuation. The proposed rate will yield the tax revenues required to fund the 2022/23 Annual Budget as proposed and presented to Council on July 28, 2022.

The 2022 proposed tax rate of \$0.342000 exceeds the no new revenue tax rate of \$0.326408. The increase in the proposed rate over the no new revenue rate is to provide additional funding for additional public safety as well as voter approved debt payments for the new public library. Under this proposal, total annual City taxes on the median taxable home value of \$369,169 will be \$1,263.

STATE LAW REQUIRES THAT THE MOTION TO ADOPT THE ORDINANCE BE STATED AS FOLLOWS:

"I move that the property tax rate be increased by the adoption of the tax rate of \$0.342000, which is effectively a 4.8 percent increase in the tax rate."

Summary of Proposed Tax Rate:

Maintenance & Operations (M&O) portion	\$0.224400
Debt Portion	\$0.117600
Proposed 2022 Tax Rate	\$0.342000
2021 Tax Rate	\$0.397000

2022 No New Revenue Tax Rate	\$0.326408
2022 Voter Approval Tax Rate	\$0.363244

State law further requires that a tax rate above the no new revenue tax rate requires a 60% approval by the governing body. For the City of Round Rock, that means five of seven council members must vote yes to approve this item.

If the ordinance sets a tax rate that will impose an amount of taxes to fund M&O expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include specific wording in a specific format in the tax rate ordinance and on the website of the taxing unit. The No New Revenue M&O rate for fiscal year 2022/23 is \$0.217966 and the proposed M&O tax rate is \$0.224400. Based on the proposed tax rate, the following statements must be included in the ordinance adopting the tax rate. These statements and calculations are required, but the net impact to a taxpayer is a 4.8 percent total increase.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.9 PERCENT AND WILL RAISE MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$6.43.

A public hearing and first reading regarding the tax rate are being held on August 25, 2022. The tax rate is scheduled for a second reading and final adoption on September 8, 2022.

Additional information on the budget and this proposed tax rate are available on the City's website.

The Tax Code requires additional statements certifying the City's compliance with it. These have been included as attachments to this tax rate ordinance. Attached are:

- Form 50-856, which is the FY 2023 tax rate calculation worksheet certified to be accurate by Larry Gaddes, the Williamson County Tax Assessor-Collector (TAC), who serves as the City's TAC; and
- Form 50-882, which is required to certify the amount of additional sales and use tax revenue, if any, that will be used to pay debt service has been deducted from the total amount of debt in the tax rate calculations. City does not have sales tax revenue used for general obligation debt.

Staff recommends approval.

ORDINANCE NO. O-2022-283

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE TAX YEAR 2022.

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

I.

That the Tax Assessor-Collector for Williamson County, Texas acting as the designated officer for the City of Round Rock, Texas as defined by state law has heretofore certified, in accordance with sections 26.04(d-1, d-2, d-3) of the Texas Tax Code, that he has accurately calculated the tax rates and has used the values that are the same as the values shown in the taxing unit's certified appraisal roll in performing the calculations for tax year 2022, a copy of said certification being attached hereto as Exhibit "A"; and

That the Chief Financial Officer of the City of Round Rock, Texas, has heretofore submitted, in accordance with section 26.05(e-1) of the Texas Tax Code, a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount of debt in the tax rate calculations for tax year 2022, a copy of said certification being attached hereto as Exhibit "B"; and

II.

That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Round Rock, Texas, for the year 2022 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 22.4400 cents on each One Hundred Dollars (\$100.00) valuation of property.

That there is hereby levied and there shall be collected for the City of Round Rock, Texas, to provide for Interest and Sinking Funds for the year 2022 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 11.7600 cents on each One Hundred Dollars (\$100.00) valuation of property.

SUMMARY

Maintenance and operation of the Municipal Government	22.4400 cents
Interest and Sinking	11.7600 cents
Total Tax per \$100.00 of valuation	34.2000 cents

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.9 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$6.43.

III.

All monies collected under this ordinance for the specific items herein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, and the City Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

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 _____, 2022.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

EXHIBIT

"A"

City of Round Rock

PROPERTY TAX CODE, SECTION 26.04 SUBMISSION OF TAX RATES

I, Larry Gaddes, Tax Assessor/Collector for Williamson County, do hereby submit to the governing body of your taxing jurisdiction the No-New-Revenue and Voter-Approval rate. The rates as reflected below are calculated by my office per Chapter 26 of the Texas Property Tax Code for tax year 2022.

NO-NEW-REVENUE TAX RATE:

\$0.326408 / \$100

VOTER-APPROVAL TAX RATE:

\$0.363244 / \$100

CALCULATED DEBT RATE:

\$0.117600 / \$100

Larry Gaddes PCAC, CTA
Williamson County
Tax Assessor/Collector

8/5/2022

Date

Main Office:

904 South Main Street
Georgetown, TX 78626
Motor Vehicle Telephone : 512.943.1601
Property Tax Telephone : 512.943.1601
www.wilco.org/tax

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664
Telephone : 512.244.8644

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613
Telephone : 512.260.4290

412 Vance St, Ste 1
Taylor, TX 76574
Telephone : 512.352.4140

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Round Rock

Taxing Unit Name

221 E Main Street, Round Rock, TX, 78664-5299

Taxing Unit's Address, City, State, ZIP Code

(512) 341-3300

Phone (area code and number)

<https://www.roundrocktexas.gov>

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 15,860,452,978
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 15,860,452,978
4.	2021 total adopted tax rate.	\$ 0.397000/\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2021 ARB values:	\$ 386,396,684
	B. 2021 values resulting from final court decisions:	- \$ 367,580,089
	C. 2021 value loss. Subtract B from A. ³	\$ 18,816,595
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2021 ARB certified value:	\$ 1,827,616,758
	B. 2021 disputed value:	- \$ 262,335,676
	C. 2021 undisputed value. Subtract B from A. ⁴	\$ 1,565,281,082
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 1,584,097,677

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 17,444,550,655
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value: \$ <u>4,155,652</u> B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value: + \$ <u>10,440,174</u> C. Value loss. Add A and B.⁶	\$ 14,595,826
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ <u>0</u> B. 2022 productivity or special appraised value: - \$ <u>0</u> C. Value loss. Subtract B from A.⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 14,595,826
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 17,429,954,829
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 69,196,920
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 231,797
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 69,428,717
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ <u>21,397,887,585</u> B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ <u>0</u> C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ <u>0</u> D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ <u>0</u> E. Total 2022 value. Add A and B, then subtract C and D.	\$ 21,397,887,585

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>295,138,878</u> B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u> C. Total value under protest or not certified. Add A and B.	\$ <u>295,138,878</u>
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>21,693,026,463</u>
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ <u>9,699,246</u>
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ <u>412,831,892</u>
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ <u>422,531,138</u>
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ <u>21,270,495,325</u>
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.326408</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ <u>0.000000</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ <u>0.264862</u> /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>17,444,550,655</u>

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ <u>46,203,985</u>
31.	Adjusted 2021 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ <u>158,514</u> B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ <u>0</u> C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ <u>0</u> D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ <u>158,514</u> E. Add Line 30 to 31D.	\$ <u>46,362,499</u>
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>21,270,495,325</u>
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.217966</u> /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ <u>0</u> B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u> B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u> B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0</u> B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ _____ C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.000000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.000000</u> /\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.217966</u> /\$100
40.	Adjustment for 2021 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>24,278,553</u> B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.114141</u> /\$100 C. Add Line 40B to Line 39.	\$ <u>0.332107</u> /\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.343730</u> /\$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0.000000 /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>31,724,027</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>6,212,817</u> E. Adjusted debt. Subtract B, C and D from A.	\$ 25,511,210
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>0</u>
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 25,511,210
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ <u>100.00</u> % B. Enter the 2021 actual collection rate. <u>99.70</u> % C. Enter the 2020 actual collection rate. <u>99.55</u> % D. Enter the 2019 actual collection rate. <u>99.50</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>100.00</u> %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 25,511,210
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 21,693,026,463
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.117600 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.461330 /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ 0.000000 /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ <u>0.000000</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>27,739,505</u>
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>21,693,026,463</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0.127872</u> /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.326408</u> /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ <u>0.000000</u> /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.461330</u> /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.333458</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ <u>0</u>
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.000000</u> /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ <u>0.000000</u> /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ <u>0.008136</u> /\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	\$ <u>0.021650</u> /\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	\$ <u>0.000000</u> /\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ <u>0.029786</u> /\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.363244</u> /\$100

SECTION 6: De Minimis Rate

Not Applicable

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>0.000000</u> /\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.000000</u> /\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.000000</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>0.000000</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

Not Applicable

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2023

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.000000</u> /\$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0.000000</u> /\$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ <u>0.000000</u> /\$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ <u>0</u>
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ <u>0.000000</u> /\$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ <u>0.000000</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.326408 /\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

Voter-approval tax rate. \$ 0.363244 /\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. \$ 0.000000 /\$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. ⁵⁰

print
here

Larry Gaddes PCAC, CTA

Printed Name of Taxing Unit Representative

sign
here

Taxing Unit Representative

8/03/2022

Date

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Williamson

Chief Financial Officer or Auditor: Susan Morgan, CPA

For the taxing unit: City of Round Rock

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Round Rock on 8/8/22.

Signature withheld for security purposes

Signature of Financial Officer or Auditor



Components

- Total Citywide operating FY 2023 Budget is **\$555.5 million**.
- The foundation of the annual budget process continues to be the 6 strategic goals updated and affirmed by the City Council each February.
- 1,130 full time employees continue to be dedicated to providing the highest level of customer service to the community, including **55 new positions** proposed for FY 2023.
- \$108.7 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- \$74.9 million in property tax revenues that help fund core City services and debt for fire, police, parks, library, streets and more.
- \$21.7 billion in taxable assessed value, a sizable increase in new and existing property from FY 2022's \$17.7 billion. This growth reveals that Round Rock remains a popular choice with continued residential and commercial growth.
- There are **no** retail water, wastewater, or stormwater **rate increases** proposed for FY 2022/23.

Property Tax Information

The proposed property tax rate is an increase of 1.6 cents or 4.8%. This increase allows the City to provide additional funding for additional public safety as well as pay the voter approved debt for the new public library.

\$0.342 Proposed Tax Rate	\$369,169 Median Home Value	\$1,263 Median City Tax Bill
-------------------------------------	---------------------------------------	--

Taxable Value/Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay \$27.4 million in City property taxes in FY 2023, just 19% of total General Fund revenues.



Highlights for FY 2022/2023

- The new \$35 million **downtown library** will open in January 2023. The 60,000 square foot facility will feature state of the art offerings and an expanded collection.
- The City will open a 300-space **parking garage in northeast downtown** next to the new library along with utility, stormwater, and street improvements for that area.
- Round Rock will spend **\$122.9 million on its major road expansion program, Driving Progress**, with major construction underway including *Kenney Fort Blvd.*; sections of *Gattis School Road, Greenlawn Boulevard, Red Bud Lane, and University Blvd.*
- **Parks** will add \$17.5 million in projects, including substantial construction work on the **Heritage and Lake Creek Trails**, development of the area around the iconic Round Rock water tower, improvements to **Bowman Park, Round Rock Skate Park, Meadow Lake Park, and Behrens Ranch Park**. The historic **Stagecoach Inn** will also receive additional restoration work.
- The City's new **Crisis Response Unit** will add a communications operator and continue to integrate and expand the mental health and other crisis response services.
- Public safety services includes **6 new firefighters** and **13 additional police officers**, along with facility and software improvements.
- The City will invest **\$79.6 million in water and wastewater system** improvements including the completion of the \$127.6 million Brushy Creek Regional Wastewater System plant expansion.

Public Hearings

August 11, 6:00pm - Council Meeting

- Adopt proposed tax rate and set public hearing

August 25, 6:00pm - Council Meeting

- Budget - Public hearing and first reading of ordinance
- Tax Rate - Public hearing and first reading of ordinance

September 8, 6:00pm - Council Meeting

- Budget - Consider for final adoption
- Tax Rate - Consider for final adoption

Public hearings will be held at:

City of Round Rock Council Chambers, 221 E. Main Street



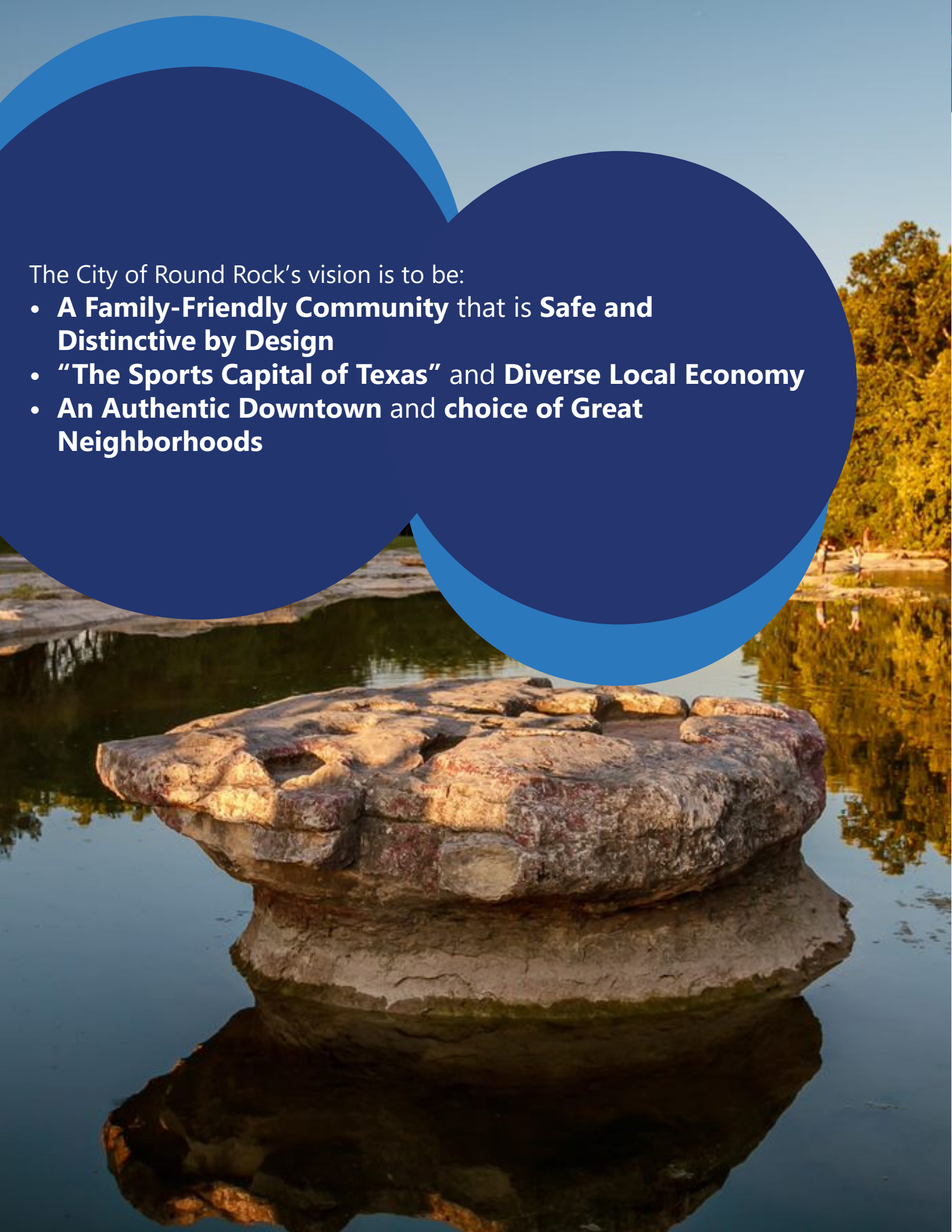
ROUND ROCK TEXAS

From
VISION
to
REALITY



Budget in Brief

Fiscal Year 2022/2023



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Diverse Local Economy**
- **An Authentic Downtown** and **choice of Great Neighborhoods**

Introduction

Dear Round Rock Residents,

I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2022 through September 30, 2023. This budget contains spending plans and revenue estimates for all City funds. This document and our discussions represent consistency in service delivery guided by Council's desire for Round Rock to remain one of the best cities in the country. There is a lot going on in the world and Round Rock has weathered every storm because of our can-do spirit and long-term planning. I believe we are on the right path, and I remain impressed with our ability to keep things moving forward no matter the challenge.

Strategic Priorities

In February 2022 the City Council affirmed Round Rock's 6 strategic goals. The total proposed budget of **\$555.5 million** is focused on furthering these goals listed below:

Strategic Goals for FY 2023



**Financially
Sound City
Providing High
Value
Services**



**Great
Community to
Live**



**City
Infrastructure:
Today and for
Tomorrow**



**Authentic
Downtown -
Exciting
Community
Destination**



**"The Sports
Capital of
Texas" for
Tourism and
Residents**



**Sustainable
Neighborhoods -
Old and New**

The City's most recent biennial citizen survey highlighted that traffic and transportation continues to be a top concern of our community. While major improvements to IH-35, SH 45, and US 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this proposed budget does include significant funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continued annual funding for **neighborhood street maintenance** with \$4.3 million for FY 2023. Since 2015, the City has allocated more than \$36.7 million to maintain neighborhood streets.
- Continued significant work on the road expansion program, **Driving Progress**, with major construction underway including **Kenney Fort Boulevard**; sections of **Gattis School Road**, **Greenlawn Boulevard**, **Red Bud Lane**, and **University Boulevard**.

Introduction

The City continues to invest in the **historic downtown and culture** in FY 2023 with new facilities and upgraded infrastructure in the heart of our community. Some of these upgrades include:

- **Construction of our new 60,000 square foot public library** opening in January 2023.
- Transportation and utility **infrastructure improvements to northeast downtown**, including construction of a new 300 space **downtown parking garage** which will be completed January 2023.

Round Rock's **recreation and park** amenities set our City apart from many municipalities. The FY 2023 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

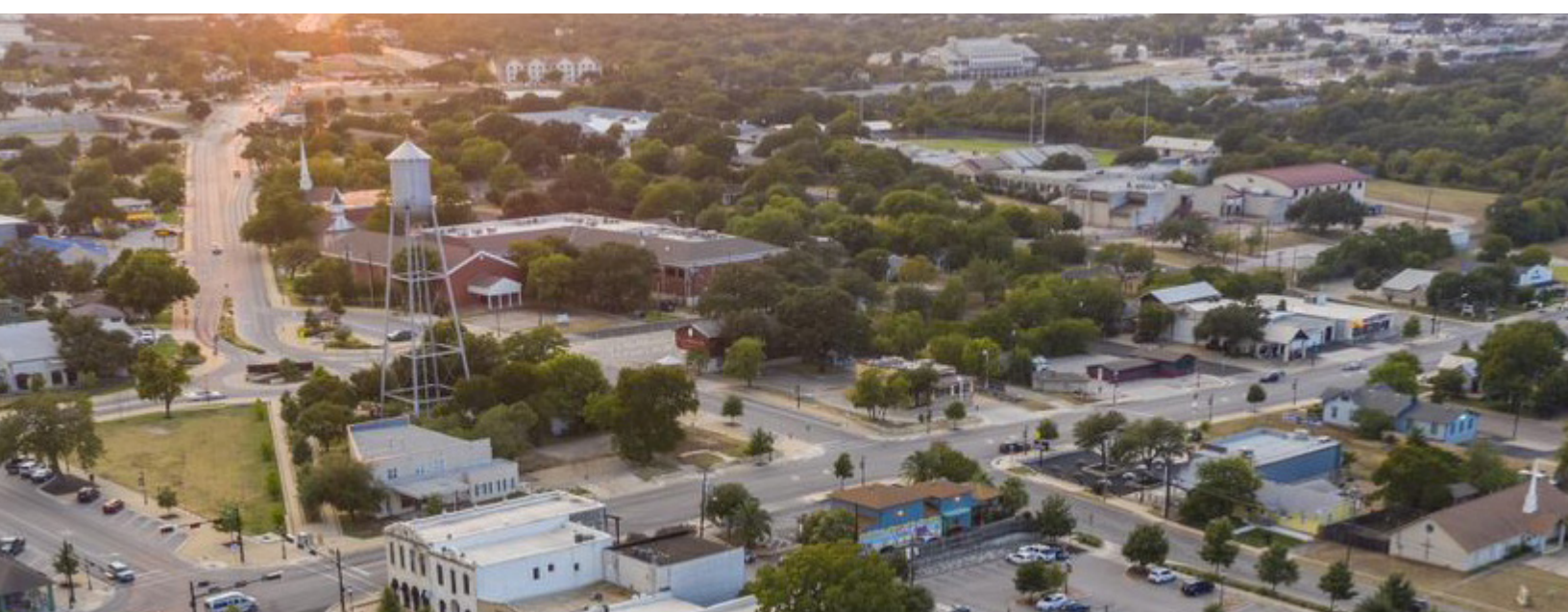
- **Trail connectivity.** Work is underway with final right-of-way acquisitions slated. This proposed budget includes the funding necessary to complete connection of our major trail systems along the east and west corridor and to provide a continuous trail experience across our City, including **Heritage Trail East, Lake Creek Trail**, and **Heritage Trail West**.
- Continued funding of our ever **popular, family-friendly events** including the **Fourth of July Parade, Hometown Holiday Lights, Light up the Lake, Music on Main, Chalk Walk** and more. Funding is also included for **Freeman Park, Old Settlers Park** and **High Country Park** improvements.

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget includes funding for several initiatives to secure the highest level of public safety for years to come with 20 total new positions, including:

- A new **Public Safety Communications Officer** for the **Crisis Response Unit** to assist with mental health calls.
- Six **Firefighters** to help staff our upcoming fire station and continue fulfilling the safety needs of Round Rock residents.
- Ten **Police Officers**, two **Sergeants**, and one **Lieutenant** for a total of 13 new positions to expand efforts to keep Round Rock one of the safest cities in the nation.

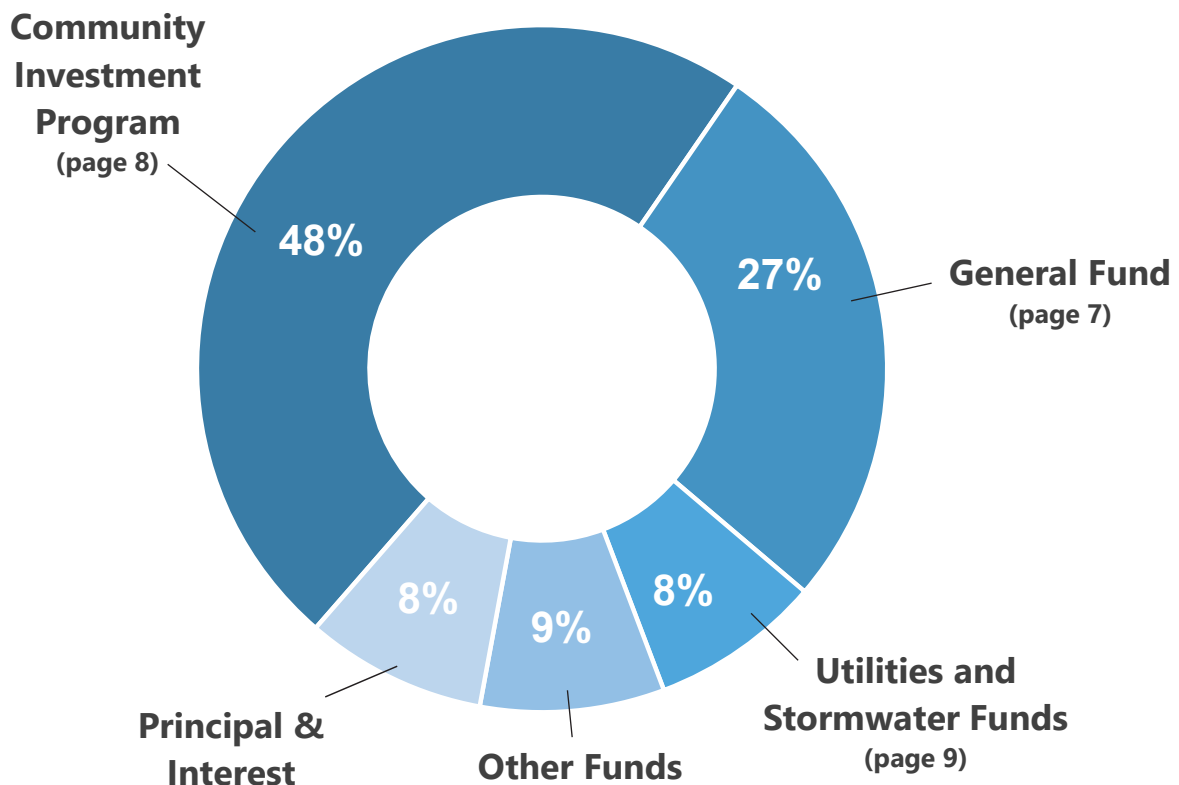


Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2023 Proposed Budget totals **\$555.5 million**. The expenses are categorized in the chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2023 is **\$0.342000** per \$100 of valuation, 5.5 cents less than the FY 2022 nominal rate of \$0.397000.

- The proposed rate of \$0.342000 is an increase of 1.6 cents or 4.8% above the no-new-revenue tax rate of \$0.326408, which takes into account the 20.4% growth in existing property values from last year.
- New property valued at \$423 million was added to the property tax roll since last year. This amount of new property will generate \$1.45 million in additional property tax revenues for FY 2023.
- The City's tax rate is less than 20% of the average property owner's tax bill and continues to be among the lowest in Central Texas and the State.

The median taxable home value in Round Rock for FY 2023 is \$369,169. An **owner of a median taxable value home will pay \$105 per month** in City property taxes for next year. This increase allows the City to provide funding for additional public safety services as well as the voter approved debt payments for the new library.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- The half-cent sales tax reduces the property tax rate for FY 2023 by 12.8 cents. That saves the median homeowner \$40 a month or 28% on their monthly City tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2023 Budget Workshop on the City's website.

Property Tax \$48.9M

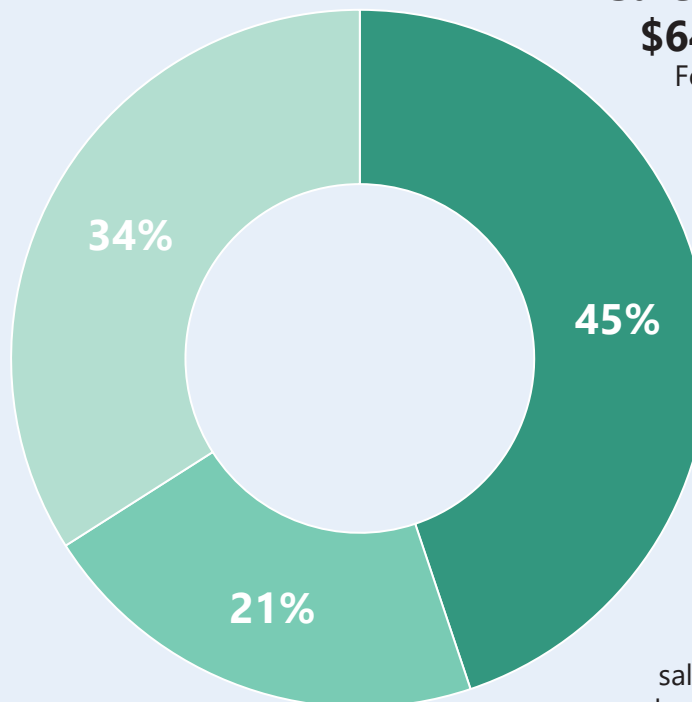
The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past five years the City has opened four fire stations, added 29 new firefighters and staff, added 31 new police officers and staff, and has opened the new Public Safety Training Facility - all thanks in part to property tax revenues.

Other Revenues \$30.5M

Over 100 different revenue sources make up the remainder of General Fund revenues including fees for the City's many recreation programs, building permits, and other services. Some of these are large, like the Electric Franchise Tax revenues budgeted at \$3.8 million and ARPA reimbursements budgeted at \$2.1 million for FY 2023.

Sales Tax \$64.5M

For every \$100 in purchases by visitors, residents, and businesses, the City collects \$2 in sales tax revenues. The General Fund gets \$1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates sales tax revenues that help reduce the property tax burden.



Property Tax Base

Round Rock enjoys a diverse and growing economy with development of all types continuing across the City. Single family homeowners will pay \$27.4 million in City property taxes in FY 2023, just 19% of total General Fund revenues.

Taxable Property



Taxable Value/Property Tax Revenue by Source



General Fund Expenses

The City's General Fund operating expenses in the FY 2023 Proposed Budget total \$143.7 million. A more detailed look at the General Fund Expenses is available in the FY 2023 Budget Workshop on the City website.

Transportation and Planning

\$19.6M

Transportation and Planning & Development Services are on the front lines of planning and managing the City's growth. This includes economic development, as well as roads and neighborhood street maintenance.

Recreation & Culture

\$19.1M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.

General Services

\$7.6M

The General Services Department is responsible for overseeing fleet operations, building construction, and the repair and maintenance of City facilities.

Public Safety

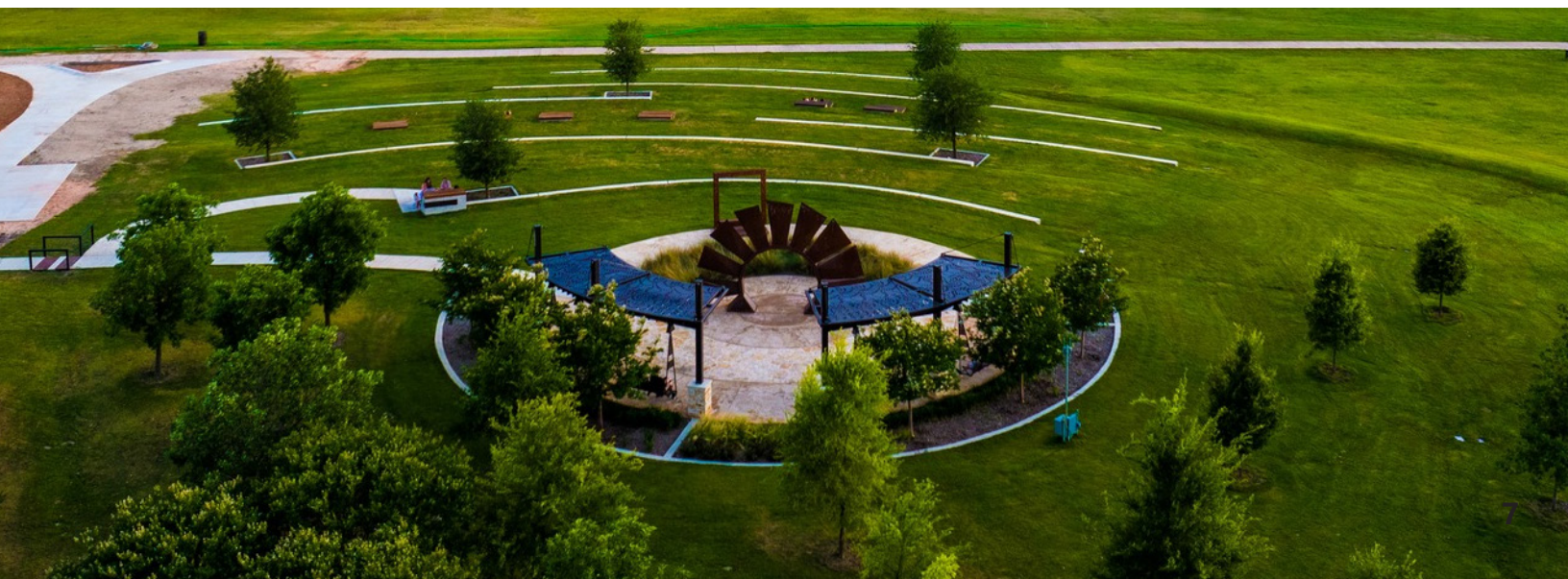
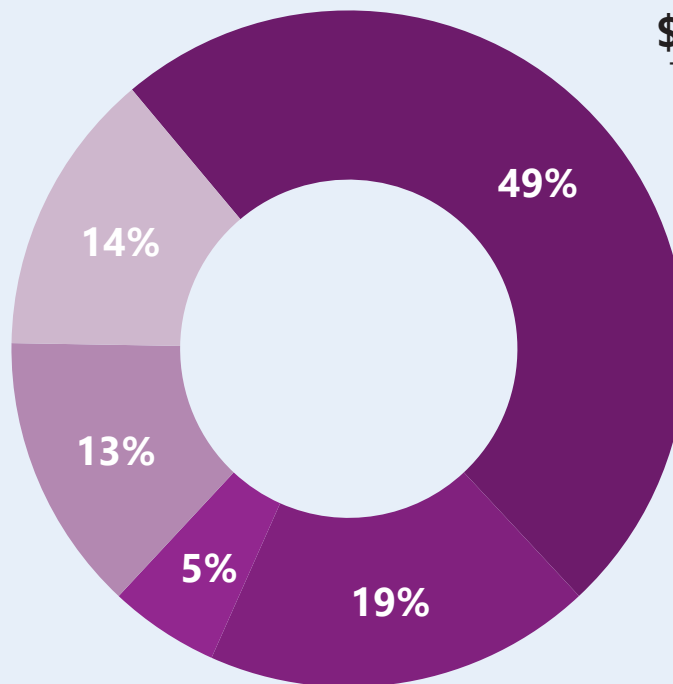
\$70.6M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for City Council in prioritizing General Fund expenses. The police, fire, emergency medical, and Crisis Response Unit continue to make Round Rock one of the safest cities in the country.

Support Services

\$26.8M

Support Services departments in the General Fund include Administration, HR, IT, and Finance. These departments provide support to all City divisions and functions across all funds.



Community Investment Program

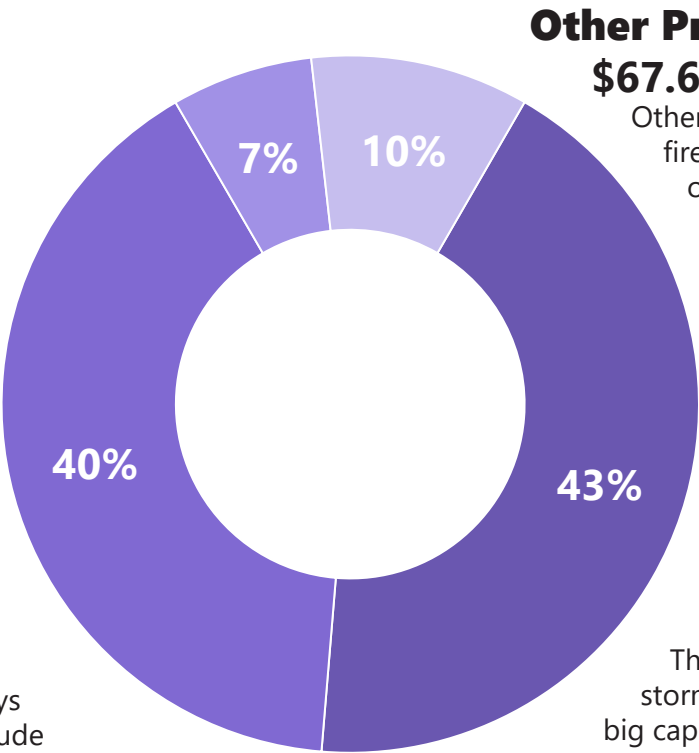
The City has a five-year capital plan that enables long-range, proactive planning for maintenance, improvements, and expansions to the City’s infrastructure. The total cost of the capital plan included in the FY 2023 Proposed Budget over the next five years is **\$667.1 million**. Because of our conservative approach to financial planning, only 15% of our planned capital projects will be debt-financed. **83% of the five-year capital plan will be cash funded**, while 2% will come from cost sharing with other local government partners.

Recreation and Culture \$43.8M

A new main library is under construction. Extensions to the City’s trail system are underway as well as parks and recreation facility improvements and asset replacements.

Transportation \$269.0M

Road improvements and expansions will improve the City’s transportation infrastructure. Major roadways scheduled for expansion include Kenney Fort Boulevard; sections of Gattis School Road, Greenlawn Boulevard, Red Bud Lane, Wyoming Springs, and County Road 112.



Other Projects \$67.6M

Other projects include future fire stations, construction of new City facilities, and other necessary capital improvements.

Utilities and Stormwater \$286.7M

The water, wastewater, and stormwater systems have some big capital projects under way, including expansions to the regional water and wastewater systems.

Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
New Main Library Facility	Jan 2023	\$34.7M
Northeast Downtown Parking Garage	Jan 2023	13.4M
Trail Projects (Heritage Trail East, Heritage Trail West, and Lake Creek)	Winter 2024	17.5M
County Road 112 - AW Grimes to CR110	Fall 2025	35.5M
Gattis School Road - Segment 3	Fall 2025	28.0M
Kenney Fort Boulevard Segments 2 & 3	Spring 2023	28.0M
Kenney Fort Boulevard Segment 4	Winter 2023	18.2M
East WWTP Expansion and Re-Rate Improvements (BCRWWS)	Summer 2023	127.6M
BCRUA Phase 2 Deep Water & Raw Waterline Construction	FY 2026	74.6M



Utilities and Stormwater

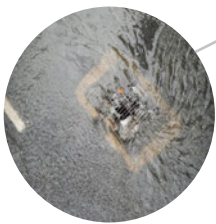
Round Rock operates water, wastewater, and stormwater systems that serve over 37,000 customers. **There are no rate increases for retail water, wastewater, or stormwater** for FY 2023.

Utility and Stormwater Funds Expenses



Water \$66.7M

The City provides water to over 150,000 people within the City limits and the surrounding area. The water system includes over 690 miles of water lines, 11 pumping stations, and 20 water tanks.



Stormwater \$12.0M

The stormwater utility accounts for all aspects of the stormwater program associated with stormwater drainage, floodplain management, and water quality management.



Utility Billing Department
221 East Main Street
Round Rock, TX 78664

ROUND ROCK TEXAS

ROUND ROCK, TX 78664-0

CONTACT INFORMATION

For inquiries call: (512) 218-5460
Hours of Operation: Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours: (512) 218-5555
24-Hour Drop Box: Located on the south side of City Hall
Pay by phone: 1-855-894-2392
Make a payment online at: RRTXWater.com

IMPORTANT MESSAGE

ACCOUNT STATEMENT

CID - ACCOUNT #	DUE DATE	AMOUNT DUE
39385-420365	05/24/2022	\$76.90

ACCOUNT INFORMATION

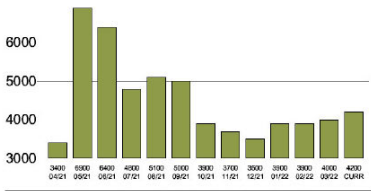
Account Name: [REDACTED]
Service Address: [REDACTED]
Current Statement Date: 05/04/2022
Last Payment: 04/27/2022
Last Payment Amount: \$1.00
Penalty Applied After: 05/24/2022

CURRENT CHARGE SUMMARY

Water:	\$27.27
Wastewater:	\$24.91
Solid Waste:	\$20.97
Storm Water Drainage:	\$4.75

TOTAL AMOUNT DUE \$76.90
Total Due After 05/24/2022 \$84.44

WATER CONSUMPTION (IN HUNDREDS)



**THANK YOU FOR PAYING ON TIME!
WE APPRECIATE YOUR PROMPTNESS.**



Wastewater \$40.3M

The City's wastewater system includes over 7,900 manholes, 480 miles of wastewater lines, 11 lift stations, a reuse water system, and two wastewater treatment plants.

Utility and Stormwater Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and stormwater systems.

Charges for Utility Services	\$62.1M
Impact Fees	8.0M
ARPA Funding	6.3M
Contracts & Other	17.4M
Total Revenues	\$93.8M

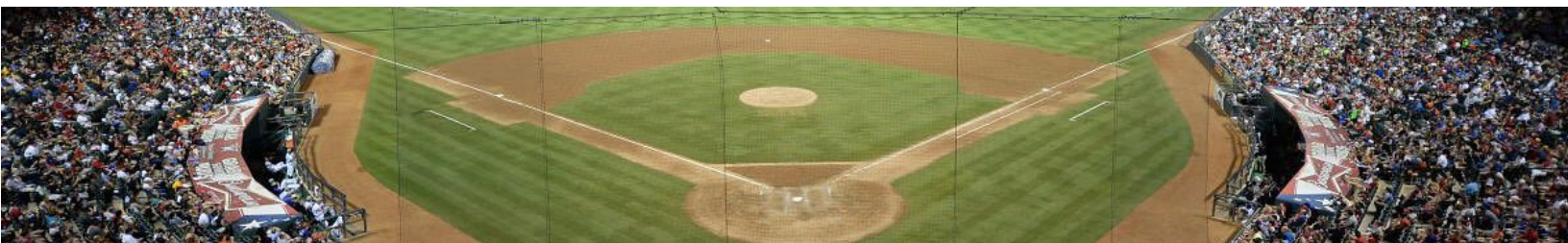


Hotel Occupancy Tax & Sports Center (Venue Tax) Funds

Tourism is a big deal in Round Rock, especially for a City of our size. We have over 4,700 hotel rooms with another 119 under construction. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous major businesses. Visitors who come and stay overnight in a Round Rock hotel pay a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund (7%) and the Sports Center (Venue Tax) Fund (2%).

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2023 Proposed Budget of \$6.6 million which includes the Convention & Visitors Bureau, Arts, and Historic Preservation. The fund also supports the following attractions in Round Rock:



The **Dell Diamond**, opened in 2000, is consistently recognized as one of the best minor league stadiums in the U.S. and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for U.S. Women's Lacrosse and Quidditch, and has been selected as the host for national tournaments of NIRSA National Flag Football Championships, NIRSA Soccer National Championships, and Big 12 Women's Soccer Championships.

Sports Center (Venue Tax) Fund

The Sports Center or Venue Tax Fund has a FY 2023 Proposed Budget of \$4.5 million which funds the Round Rock Sports Center, which includes \$280,000 for capital improvements.



The 82,800 square foot **Round Rock Sports Center** opened in January 2014 and has since been the host of a multitude of sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed as well as online engagement through Facebook, Twitter, and Nextdoor. The City also hosts public hearings, neighborhood, and community meetings throughout the year on targeted programs. The feedback from all of those meetings is important to the annual budget process.

Public Hearings



- **August 11, 6:00pm - Council Meeting** - Council took action to publish and propose a property tax rate for FY 2023 and formally set the date and time for the budget and tax rate public hearings.
- **August 25, 6:00pm - Council Meeting** - Council agenda will include public hearings for the budget and tax rate and first readings of the budget and tax rate ordinances.
- **September 8, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget and tax rate ordinances, as well as the action to ratify the property tax rate.

Public hearings will be held at Round Rock City Hall, 221 E. Main Street

Online Engagement



- The City always welcomes questions and comments through Facebook, Twitter, email, and the City's blog at roundrocktexas.gov/blogs.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on roundrocktexas.gov/budget for more information.

For more information on how the City's property taxes may impact you, go to:

- roundrocktexas.gov/budget
- williamsonpropertytaxes.org/tax
- travistaxes.com

**A more detailed look at the
FY 2023 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget**







City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider ratifying the property tax increase reflected in the FY 2022-2023 Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance

Text of Legislative File 2022-291

Section 102.007(c) of the Local Government Code requires a governing body that adopts a budget which raises more revenue from property taxes than in the previous year to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

This action ratifies and acknowledges that the adoption of the Fiscal Year 2022-2023 Annual Budget raises more revenue from property taxes than in the previous year. This budget will raise more total property taxes than last year's budget by \$4,795,437 which is a 6.8 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,445,056.



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \$200,000.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance

Text of Legislative File 2022-292

Exhibit A provides a clearly stated list of pre-approved budgeted items included in the FY 2022/2023 Annual Budget. Pursuant to Chapter 2, Section 2-326 of the Code of Ordinances which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000 for budgeted items specifically approved in advance by the Council, this exhibit provides a specific list. Upon approval of this Resolution all items between \$50,000 and \$200,000 included on Exhibit A will be considered authorized purchases for FY 2022/2023 and will be purchased in accordance with the City's financial policies and with the City Manager's approval without any further approval or action from the City Council. Items on the authorized purchases list include:

- Routine equipment and technology purchases as included in the budget and the budget list are considered approved by Council, unless:
 - Item is \$200,000 or greater, unless the Council makes an exception,
 - Item contains a contract requiring the Mayor's signature;
 - Purchase deviates from the original purchase as designated on the list;
 - Cost exceeds the greater of 10% or \$10,000; or
 - Council has designated that item(s) come back for approval
- Capital projects and funding agreements will be presented to Council for consideration and approval.

Recommended Action

Staff recommends approval.

RESOLUTION NO. R-2022-292

WHEREAS, Sec. 4.01(f) of the Round Rock Charter provides that the City Council may by ordinance set the maximum amount for which the City Manager is authorized to execute contracts and/or expend funds for budgeted items, and

WHEREAS, the City Council has previously adopted Sec. 2-326(b) of the Code of Ordinances, which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council wishes to authorize the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for those budgeted items specifically approved in advance by the Council, which are listed in Exhibit A, attached hereto and incorporated herein by reference, Now Therefore

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

Pursuant to Sec. 2-326(b) of the Code of Ordinances, the city manager is hereby authorized to execute contracts and/or to expend funds for budgeted items in the maximum amount of \$200,000, provided that all such contracts and expenditures are:

- (1) specifically for items listed in Exhibit A attached to this Resolution, and
- (2) in compliance with state laws requiring competitive bids.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

AUTHORIZED PURCHASES LIST
FY 2022/23 Master Capital List
IT Support and Software
Items Over \$50,000 up to \$200,000

*These items are eligible for approval through the City Manager process and will not return to Council
UNLESS A CONTRACT REQUIRES THE MAYOR'S SIGNATURE.
All City Purchasing Policies apply.*

Department	Description	Amount
DEPARTMENT OPERATIONS - Amounts are estimated		
Information Technology	Apple Business Equipment	\$ 55,000
Information Technology	Technology for Education (TFE) - Fiber and IT Hardware	\$ 55,000
Information Technology	Trak It- Software Annual Support	\$ 55,000
Information Technology	Preferred Technologies Hardware/Software	\$ 70,000
Information Technology	PerfectMind 2023 Annual Support	\$ 75,000
Information Technology	Technology Professional Services	\$ 75,000
Information Technology	Tele-Communication Hardware/Software	\$ 100,000
Information Technology	B&H Photo Video - Photographic Supplies	\$ 130,000
Information Technology	Tyler Technology Hardware/Software	\$ 150,000
Information Technology	Audio/Visual Projects - Hardware/Software	\$ 190,000
Information Technology	Public Safety Rugged Laptops	\$ 190,000
Information Technology	SHI Government - Citywide Software Support	\$ 190,000
Information Technology	CDW Hardware/Software	\$ 190,000
Information Technology	Axon Addon's Hardware/Software	\$ 190,000
Information Technology	Cityworks Software	\$ 190,000
Information Technology	Austin Structured Cabling Support and Services	\$ 195,000
Information Technology	Data Projections Hardware/Software	\$ 195,000
Information Technology	ESRI Product Support and Services	\$ 195,000
TOTAL		\$ 2,490,000

AUTHORIZED PURCHASES LIST

FY 2022/23 Master Capital List

Items Over \$50,000 up to \$200,000

These items are eligible for approval through the City Manager process and will not return to Council

UNLESS A CONTRACT REQUIRES THE MAYOR'S SIGNATURE.

All City Purchasing Policies apply.

Department	Description	Amount
Fire		
Fire	12 Lead Monitors + ProCare Package - Critical Response Unit (CRU)	\$ 80,000
Fire	Dual Certified Pants	\$ 75,000
Fire	COVID Testing Kits	\$ 50,000
		\$ 205,000
Police		
Police	Drone Replacement Program	\$ 48,000
Police	Night Vision Optics	\$ 48,000
Police	Taser Upgrade	\$ 26,000
		\$ 122,000
Parks and Recreation		
PARD	Freeman Park Playground (GSFC)	\$ 200,000
PARD	High Country Playground (GSFC)	\$ 200,000
PARD	Parade Balloon Rental (Operating)	\$ 50,000
		\$ 450,000
Citywide		
Citywide	Office Interior Furniture	160,000
		\$ 160,000
Utilities		
Stormwater	Slope Mower	\$ 63,250
Solid Waste Management	Styrofoam Recycler & Building	75,000
		\$ 138,250
Finance		
Finance	Sales and use tax compliance and recovery professional services	190,000
		\$ 190,000
General Services		
General Services	Utility Billing Remodel	\$ 150,000
General Services	Facilities Maintenance software upgrade/building assessments	\$ 200,000
General Services	New 40' one-man lift for the new library	\$ 25,000
General Services	GMC C8500 - Two Dump Trailers	\$ 57,500
General Services	410G Backhoe	\$ 150,000
		\$ 582,500
	TOTAL	\$ 1,847,750

AUTHORIZED PURCHASES LIST

FY 2022/2023 Master Capital List

Dell Diamond Items

Items over \$50,000 up to \$200,000

*These items are eligible for approval through the City Manager process and will not return to Council
UNLESS A CONTRACT REQUIRES THE MAYOR'S SIGNATURE.
All City Purchasing Policies apply.*

Department		Description	Amount	
Sports Management		MLB Dell Diamond Facility Upgrades	\$	150,000
Sports Management		Fans for 1st and 3rd Base Concourses	\$	100,000
			TOTAL \$	250,000



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Capital Metropolitan Transportation Authority Regarding the Provision of Federal Transit Administration Section 5307 Program Funds for Fiscal Years 2023 and 2024.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation

Text of Legislative File 2022-297

This Memorandum of Understanding (MOU) outlines the agreement between the City of Round Rock and Capital Metro, necessary for the City to receive its share of federal funds from the Federal Transit Administration (FTA). As a direct recipient the city will receive the 5307 funds for the provision of public transportation services for fiscal years 2023 and 2024. The exact amounts will be calculated based on the federal apportionment of 5307 funds Capital Metro receives. The City is responsible for complying with applicable Section 5307 Program requirements including, but not limited to providing local matching funds. The MOU will expire at the end of FY 2024.

Terms of Agreement: Two (2) years ending September 2024

RESOLUTION NO. R-2022-297

WHEREAS, the Capital Metropolitan Transportation Authority (“Capital Metro”) is the designated recipient of Section 5307 Program funding apportioned by the Federal Transit Administration (“FTA”) for the Austin urbanized area; and

WHEREAS, the City of Round Rock (“City”) is a non-member city of the Austin urbanized area, and the City desires to use its share of the Austin Urbanized Area Section 5307 funding to support the planning, capital development and operation of transit services for the Round Rock community; and

WHEREAS, the City and Capital Metro wish to enter into a Memorandum of Understanding to outline their mutual intent and understanding with respect to Capital Metro’s authorization of City as a direct recipient of FTA Section 5307 Program Funds, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding with the Capital Metropolitan Transportation Authority, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 8th day of September, 2022.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

MEAGAN SPINKS, City Clerk

**Memorandum of Understanding between the
Capital Metropolitan Transportation Authority and the City of Round Rock
Regarding the Provision of Federal Transit Administration
Section 5307 Program Funds**

This Memorandum of Understanding (“MOU”) regarding the provision of Federal Transit Administration Section 5307 Program Funds is executed by and between the City of Round Rock (“City”) a local government public entity and the Capital Metropolitan Transportation Authority (“CapMetro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as “the Parties.” Accordingly, the Parties set forth their intent and understandings as follows:

I. PURPOSE

CapMetro is the designated recipient (“Designated Recipient”) of Section 5307 Program funding apportioned by the Federal Transit Administration (“FTA”) for the Austin urbanized area. This MOU outlines the Parties’ mutual intent and understanding with respect to CapMetro’s authorization of City as a direct recipient of FTA Section 5307 Program funds. City and CapMetro agree to work cooperatively and in good faith in the manner set forth herein.

II. KEY TERMS

- A. The Parties will comply with the requirements of the Urbanized Area Formula Funding Program (49 U.S.C. 5307).
- B. Since City is not a member city of the CapMetro transit system, City would like to become a direct recipient (“Direct Recipient”) of a share of the Section 5307 Program funding apportioned to the Austin urbanized area (“FTA Section 5307 Program Funds”).
- C. During the term of this MOU, City is authorized to apply for a share of Section 5307 Program Funds apportioned and distributed to CapMetro, as Designated Recipient for the Austin urbanized area, based upon the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA fiscal years 2023 (October 1, 2022 – September 30, 2023) and 2024 (October 1, 2023 – September 30, 2024) (each an “FTA Fiscal Year”).
- D. The distribution of any amounts payable to City as a Direct Recipient is contingent upon the successful apportionment and distribution of Section 5307 funds to CapMetro as the Designated Recipient for the Austin urbanized area for FTA Fiscal Years 2023 and 2024. If the FTA does not apportion or distribute Section 5307 Program Funds to CapMetro as the Designated Recipient, City will not be eligible to receive Section 5307 Program Funds as a Direct Recipient. If the FTA reduces the amount of Section 5307 Program Funds available to CapMetro as the Designated Recipient, City’s share of funding will be based upon the reduced amount. CapMetro will not be liable to City for any damages, which are caused or associated with any

FTA changes to the amounts apportioned or distributed to the Austin urbanized area under the Section 5307.

- E. CapMetro is not obligated to provide any technical assistance or technical support to City beyond the requirements of FTA Circular 9030.1E.
- F. City's designation as a Direct Recipient requires approval by the CapMetro Board of Directors and the Round Rock City Council.
- G. CapMetro will not provide technical support or assistance beyond any that may be required by the FTA when a Designated Recipient authorizes another public entity to be a Direct Recipient.

B. CapMetro's Responsibility:

- A. CapMetro will remain the Designated Recipient of Section 5307 Program Funds apportioned by the FTA for the Austin urbanized area;
- B. CapMetro authorizes City to be a Direct Recipient of a share of the Section 5307 Program Funds apportioned to the Austin urbanized area based on the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA Fiscal Years 2023 and 2024; and
- C. CapMetro's authorizes this designation once to include all grant applications for FTA Section 5307 Program Funds submitted by City to FTA during the term of this MOU.

C. Round Rock Responsibility:

- A. City will remain an eligible FTA grantee for the provision of transit services and construction of transit facilities;
- B. As a Direct Recipient, City will use FTA Section 5307 Program Funds to support the planning, capital development, and operation of transit services for the Round Rock community;
- C. City shall comply with all provisions of FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions, Chapter II, Section 8, Applicants Other than Designated Recipients, including but not limited to providing its local share of matching; and
- D. City shall comply with all applicable requirements set forth in state or federal law, regulations, policies, and administrative practices.

III. TERM OF MOU

This MOU will be executed and effective as of the date of the last Party to sign (the "Execution Date") and expire on the last day of the FTA Fiscal Year 2024. The Parties may mutually agree, in writing, to extend the term of this MOU. This MOU may be terminated or modified by thirty (30) day advanced written notice by either Party. In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice

thereof, this MOU may be terminated at the option of the Party, not in default upon expiration of the thirty (30) day period.

IV. INCORPORATION OF DOCUMENTS

This MOU incorporates by reference the following attachments:

- A.** Attachment A, resolution of the CapMetro Board of Directors approving this MOU.
- B.** Attachment B, Resolution of the Round Rock City Council approving this MOU.

V. MISCELLANEOUS

- A.** This MOU constitutes the entire MOA between CapMetro and City. No other terms and conditions are applicable, unless amended and agreed to by both Parties.
- B.** By execution of this MOU, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

VI. SIGNATORY

This MOU is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

Capital Metropolitan Transportation Authority

City of Round Rock

By: _____

Dottie Watkins

Interim President/CEO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

CMTA Legal Department

Attachment A
CapMetro Board of Directors Resolution No.

Attachment B
Round Rock City Council Resolution No.



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Round Rock Independent School District for Dark Fiber Indefeasible Right of Use.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Ramsey Saad, CIO

Cost: \$264,975.23

Indexes: General Self-Financed Construction; General Fund

Attachments: Resolution, Exhibit A

Department: Information Technology

Text of Legislative File 2022-293

This Interlocal Agreement between Round Rock Independent School District (RRISD) and the City of Round Rock will allow the sharing of physical fiber optic network infrastructure. Fiber optic connectivity is utilized to provide Internet connectivity, data transmission, and enterprise security to and between all City facilities.

RRISD has recently constructed a new fiber optic network infrastructure throughout the school district boundary. The agreement would provide the City ownership of two pairs of fiber optic cabling to be utilized in order to connect City facilities within its own network. The City, as part of the agreement, would also make available to RRISD, two pairs of fiber optics from the City's existing fiber optic infrastructure. The two pairs of fiber provided on RRISD's fiber optic infrastructure will extend telecommunications coverage over a larger geographic area and reduces costs with connecting City facilities in areas not currently in proximity to City owned fiber.

This interlocal agreement will replace the previous resolution (R-07-07-12-11A1) approved by Council in 2007.

Cost: \$264,975.23 and \$1,999.27 annually

Source of Funds: General Self-Financed Construction & General Fund

RESOLUTION NO. R-2022-293

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

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with the Round Rock Independent School District for Dark Fiber Indefeasible Right of Use, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement with Round Rock Independent School District for Dark Fiber Indefeasible Right of Use, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN ROUND ROCK INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ROUND ROCK FOR DARK FIBER INDEFEASIBLE RIGHT OF USE

Terms:

1. "The Fiber System" means all fibers that are contained in the "District's Fiber Network" and the "City's Fiber Network" collectively.
2. "The City Fibers" are the dark fibers that are the subject of this IRU and are contained in the "District's Fiber Network" and identified in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.
3. "The City's Fiber Network" consists of what is currently contained in the City's fiber optic communication system plus what is being constructed.
4. "The District Fibers" are the dark fibers that the City has or will grant to the District from "The City's Fiber Network" to be granted through an IRU.
5. "The District's Fiber Network" consists of what is currently contained in the District's fiber optic communication system plus what is or has been constructed as of the time the system has been turned over to the District.

This Interlocal Agreement setting forth Dark Fiber Indefeasible Right of Use (IRU) (this "Agreement") is made, as of the Effective Date (as hereafter defined), by and between Round Rock Independent School District (the "District"), and The City of Round Rock (the "City"), hereafter referred to individually as "Party" or together as "Parties." All fibers collectively, hereafter referred to as "The Fiber System."

As of the date of this IRU, the District has constructed or is constructing a fiber network (the "District's Fiber Network") to replace the communication system immediately prior to the District's Fiber Network. The City desires to acquire from the District, and the District desires to provide to the City, an exclusive, indefeasible right to use ("IRU") in the District's Fiber Network certain optical dark fibers (the "City Fibers") as hereafter depicted and generally described in Exhibit "A," the City Fiber from District (Dark Green Path), for the consideration and upon the terms and conditions set forth below;

The District desires to acquire from the City, and the City desires to provide to the District, an exclusive, indefeasible right to use ("IRU") in the City's fiber network (existing and future newly constructed) certain optical dark fibers (the "District Fibers") as hereafter depicted and described in Exhibit "A" (Blue Path) and in the form and under the terms and conditions as shown in Exhibit "B," attached hereto and incorporated herein by reference for all purposes, or as otherwise agreeable by the parties in writing in accordance with Section II hereof.

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

I. IRU from the District to the City:

- (a) Effective with the City's Acceptance of the City Fibers and upon the City's payment of the IRU Payment and the City's agreement for an IRU from the City to the District as additional compensation, the District hereby licenses to the City an exclusive IRU in the City Fibers for the purposes described and subject to the terms and conditions set forth in this Agreement (the "City IRU").

II. Payment and Charges

2.01 Payment Terms

- (a) Subject to performance by the District of its construction obligations as described in Exhibit "C" District Construction Obligations, attached hereto and incorporated herein by reference for all purposes, and in addition to any other consideration provided for in this Agreement, the City agrees to pay to the District for the City IRU in the City Fibers, a non-recurring lump sum payment equal to **\$264,975.23** (the "IRU Payment") for the IRU term and agrees to grant to the District an IRU in the City's Fiber Network as shown in Exhibit "B;" or, in the alternative (the "Alternative"), the City's agreement to grant to the District an IRU in the City's Fiber Network under such terms and conditions as are agreeable to both parties not later than sixty (60) days ("Deadline") of the completion of the City's Fiber Network currently under construction.
- (b) The IRU Payment shall be paid by the City to the District as follows:
 - (1) One Time Payment of **\$264,975.23**, payable within sixty (60) days of District's performance as describe in section 2.01(a) of this IRU excluding the Alternative as described in subsection (a) section 2.01.
- (c) In the event that the parties elect the Alternative, failure to agree on acceptable terms and conditions for an IRU for the District's Fibers shall cause this IRU for the City's Fibers to expire or terminate under Section V of this Agreement.

2.02 Charges for Routine Maintenance and Preventive Maintenance

- (a) The IRU Annual Maintenance Payment shall include routine maintenance including locates (and subscription to One-Call system), as required by the Texas Underground Facility Damage Prevention & Safety Act, Tex. Utilities Code § 251.001 et seq., or comparable, successor state requirements, for twenty (20) years or until this Agreement expires or is terminated, whichever is earlier from the date of delivery of the City IRU at an annual rate of **\$1,999.27** plus any additional rate hike that occurs over the life of the maintenance contract.
- (b) Preventative maintenance, when required, is the systematic inspection, detection, correction, and prevention of failures in the District's Fiber Network. The cost of such maintenance shall be divided in proportion to the number of fibers each Party has that require such preventive maintenance.

2.03 Charges for Relocations, Replacement, and Restoration

- (a) In addition to the one-time IRU Payment and the IRU Annual Maintenance Payment, the City shall pay fifty (50%) of the District's Costs of performing

relocations, replacements, and restoration of the Fiber System that includes the City Fibers required by a 3rd party with legal authority to require relocation of any part of the Fiber System.

- (b) When there is a need for replacement or restoration of the District's Fiber Network the City will be notified in advance of the charges associated with any relocations, replacements and restoration.
- (c) If the District receives reimbursement for some or all of its costs for relocation, replacements and restoration for any entity other than the City, the District shall reduce the costs to the City proportionately when computing the City's 50% share of such costs. The District shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

2.04 Additional Compensation

- (a) City agrees to provide District with an exclusive, indefeasible right to use ("IRU") in the City's fiber network of identified two (2) pair fiber on agreed routes as defined in the IRU agreement including access to two (2) pair fiber on the City's network for the duration of the contract term

III. Required Rights

3.01 Authorizations

- (a) Current fiber maintenance provider, hereafter referred to as "Grande Communications Networks" or such successor maintenance provider as the District in its sole determination may secure, shall obtain all rights, authorizations, consents, easements, leases, permits including permits for highway, railroad and waterway crossings and any necessary city, state, or federal permits or authorizations, such as environmental permits) and/or agreements.
 - (1) Necessary for and requisite to the construction, operation, maintenance, and repair of the Fiber System, including the City Fibers, along the route;
 - (2) To enable the District to license the IRU to the City hereunder and perform its obligations under this Agreement, and;
 - (3) Allow for the use and operation by the City of the City Fibers provided to The City under this Agreement;
- (b) The rights the District is required to obtain are referred to as "Required Rights." The District shall fully and faithfully perform, and cause to be performed, the obligations of the District under and pursuant to the Required Rights. The District shall maintain and renew or replace the Required Rights through the term of this Agreement. In the event title to the Fiber System or Required Rights is contested, or if any third party or government authority contests the property rights or the rights of the parties to use the Fiber System for any reason, the District shall proceed to take fiscally reasonable steps for the District to perfect title including, but not limited to, contesting the claims of any such third party or government authority.

- (c) In the event the District becomes insolvent or does not appropriate sufficient funding to obtain the Required Rights necessary for the City's use and operation of the City's Fibers or in the event the District's Board of Trustees determines under its responsibility for fiscal management of the District under Chapter 44 of the Texas Education Code or its successor that the District's in its sole discretion is otherwise unable to maintain these Required Rights, this shall cause this agreement to terminate, and be subject to Termination and Expiration provisions contained herein.
- (d) The District's obligation to maintain the Required Rights for the City Fibers shall end upon the termination or expiration of this Agreement.

IV. Access and Use of The Fiber System

4.01 Access

- (a) The City will access to two (2) pair of the City fiber at the identified locations in the Fiber System and agrees to grant to the District an IRU in the City's Fiber Network as shown in Exhibit "B;" or, in the alternative ("Alternative"), the City's agrees to grant to the District an IRU in the City's Fiber Network under such terms and conditions as are agreeable to both parties not later than sixty (60) days ("Deadline") upon the completion of the City's Fiber Network currently under construction. The cost of access to two (2) pair of the City Fiber by the City shall be at the City sole expense.
- (b) The District shall give prior notice to the City of scheduled maintenance as provided to the District.4.01 (c)
- (c) The City may use The City Fibers for any lawful telecommunications purpose. Neither party shall have the right to use the other party's fiber during the Term of this Agreement unless defined in an addendum for additional fiber pair access.

4.2 Compliance with Law

- (a) The City warrants that its use of the City Fibers and the Fiber System shall at all times comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the Fiber System or its use.

V. Term and Expiration

5.01 Term

- (a) The term of this Agreement shall commence upon the City's acceptance of the City's Fibers and the date of payment to the District of the one-time lump sum payment ("Term"). Unless terminated or expired earlier under the terms and conditions of this IRU ("Early Termination"), the Term of this IRU shall continue through the last anniversary date of such lump sum payment for a period of twenty (20) years or June 30, 2042, at 11:59 p.m., whichever is earlier, and subject to Grande Communications Networks' release of the District's self-provisioned fiber optic infrastructure to the District.

- (b) This Agreement shall terminate in the event that the Texas Commissioner of Education or the District's Board of Trustees ("Board") determines in its sole judgement and under the Board's responsibilities under Chapter 44 of the Texas Education Code or its successor law that the District is unable to sustain reasonable fiscal management in continuing to perform its obligations
- (c) In the event of an Early Termination of this Agreement in accordance with the terms and conditions hereof, the District shall refund to the City the pro rata portion of the IRU Payment attributable to the remaining unexpired portion of the Term.

5.02 Expiration or Termination

- (a) Upon expiration of the Term or other termination of this Agreement, title and interest in and to the City Fibers shall automatically be terminated by the District to the City without further action required by the parties; provided, however, that:
 - (1) the District shall have no obligation to maintain or continue the Required Rights after expiration of the Term; but, upon request by the City, the District shall use reasonable efforts to assist the City in obtaining any additional rights necessary for the City's continued use of the City Fibers and the IRU System;

VI. Construction, Maintenance, Repair, and Relocation

6.01 Except as otherwise provided in section 6.02(e), the District shall solely determine construction, maintenance, repair, and relocation decisions during the Term of the IRU.

6.02 Maintenance

- (a) During the Term, Grande Communications Networks is expected to perform all required Maintenance identified on the Fiber System as described in District Fiber Maintenance Agreement attached as Exhibit "D," attached hereto and incorporated herein by reference.
- (b) The District may relocate all or any portion of the District's Fiber or any of the facilities used or required in providing the City with the City IRU:
 - (1) If a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit);
 - (2) In order to comply with applicable laws;
 - (3) To prevent or abate interference with or interruption of the Fiber System, or an unreasonable risk thereof, due to the existence of physical conditions (e.g., erosion, etc.);
- (c) The District may elect in its reasonable business judgment to relocate the Fiber System. A relocation made solely for this reason shall be considered a "Voluntary Relocation." In the event the District desires to perform a Voluntary Relocation, the District shall provide the City with as much advance notice as reasonably possible, but in no event shall provide less than sixty (60) calendar days' prior notice of any such Voluntary Relocation. The District shall have the right to direct such Voluntary Relocation, including the right to determine the extent of, the timing of,

and methods to be used for such Voluntary Relocation, provided that any such relocation shall:

- (1) Be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;
 - (2) Shall not result in a materially adverse change to the operations or performance with the network of the City, and;
 - (3) Shall not unreasonably interrupt service on the City System;
 - (4) Relocation on the City property shall be subject to the City's approval.
- (d) In the event that Grande Communications Network is unable to or refuses to perform the required maintenance or in the event that Grande Communications Network, for any reason, does not perform the required maintenance under this Agreement for the full Term of the Agreement, the District may replace Grande Communications Network with another maintenance provider to perform the required maintenance under this IRU for the remainder of the Term.

6.03 Supply and Maintenance of the City Equipment Excluded

- (a) The City acknowledges and agrees that the District is not supplying nor is the District obligated to supply to the City with any equipment including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as but not limited to generators, batteries, air conditioners, fire protection and monitoring and testing equipment ("City Equipment"), all of which are the sole responsibility of the City. The City further acknowledges and agrees that the District responsible for performing any work other than as specified in this Agreement.

6.05 Notice of Damage

- (a) The City shall promptly notify the District of any matters pertaining to any damage or impending damage to or loss of the use of the City Fiber Network that are known to it and that could reasonably be expected to adversely affect the Fiber System. The District shall promptly notify the City of any matters pertaining to any damage or impending damage to or loss of the City Fibers and/or the Fiber System that are known to it and that could reasonably be expected to adversely affect the City Fibers and/or the City's use thereof.

6.06 Preventing Interference with Other Fibers

- (a) Neither the City nor the District shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the Fiber System or the use of the Fiber System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the Fiber System or to fibers used or owned by the other party or third parties.

VII. No Assignment

An assignment (or other transfer) of this Agreement or a party's rights or obligations hereunder to any other party shall not be effective without the prior written consent of the non-assigning party.

VIII. Default

A party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within thirty (30) calendar days after receipt of such notice; provided, however, that where a material default is not intentional and cannot reasonably be cured within such thirty (30) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Notwithstanding anything in this Agreement to the contrary, other than those controlled by the City, in the event the District's Required Rights in the City Fiber Network are terminated prior to the end of the Term or substantially impaired so as to render the City Fiber Network unusable to the City for thirty (30) consecutive days or more, exclusive of relocations, the District shall refund to the City the pro rata portion of the IRU Payment attributable to the remaining unexpired portion of the Term.

- (a) Upon any other failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to any limitations of liability set forth herein:
 - (1) Take such action, subject to all terms, conditions, restrictions and limitations of the Required Rights, as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party;
 - (2) As to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorneys' fees expended in the collection of the amounts due, and/or;
 - (3) Take any other action expressly authorized for such default pursuant to the terms of this Agreement.

IX. Force Majeure; Eminent Domain

9.01 Excused Performance

- (a) Neither the District nor the City shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a "Force Majeure Event"):
 - (1) Act of God, including but not limited to cold weather, snow, wind, lightning, hurricane, or tornado, fire, flood, material shortage or unavailability not resulting from the responsible party's failure to timely place orders or take other necessary actions therefore;

- (2) Government codes, ordinances, laws, rules, regulations, or restrictions;
- (3) War or civil disorder;
- (4) Prior to the Acceptance Date, inability to obtain any Required Rights from governmental or tribal entities provided that such inability is not due to the fault of the District, or;
- (5) Any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other party in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

X. Limitation of Liability

11.01 GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES

- (a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XI. Non-Disclosure and Confidentiality

Each party is subject to Chapter 552 of the Texas Government Code with respect to the release of public information.

XII. Notices

- (a) Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, of the United States Postal Service or by nationally recognized courier to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

If to the District:

The Superintendent or
the Executive Director of Technology and Information Services or Successor
Round Rock Independent School District
7700 Cornerwood Drive
Round Rock TX 78717

If to the City:

Laurie Hadley, City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664

XIII. Relationship of Parties

- (a) Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, partnership or joint venture between the parties.

XIV. Governing Law

- (a) This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas. Any action under this Agreement shall be brought in Williamson County, Texas.

XV. Agreed To

By the District

Round Rock Independent School District

Dated

Heather Gailey
8/9/2022

By The City

Craig Morgan, Mayor

Dated

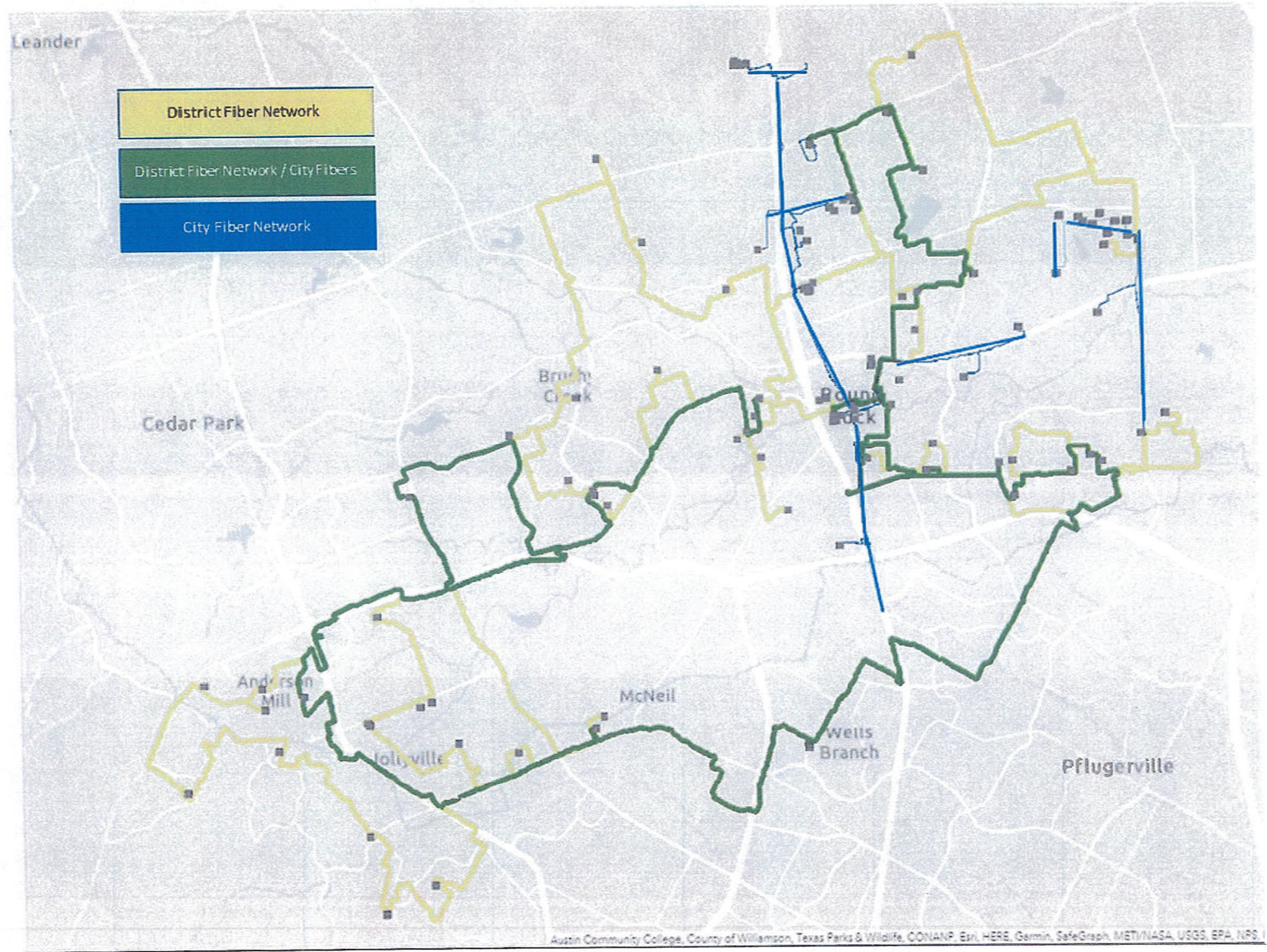
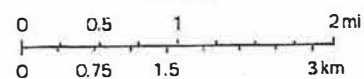


Exhibit "B"



1:50,000



Miles Maint Per Mi	
177.54	\$431.18

Route Feet: 937,399	937,399.00
Cost per Foot: \$10.82	\$ 10.82

Total Construction with 48 Strand Cable	\$ 10,145,280.00
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7 Segment Routes = Adm, CR, MN, SP, ST, TC, WW

48 strands x 7 segment routes = 336 total segment route fiber strands:

COST BREAKDOWN

DESCRIPTION	UNIT	COST	Total Cost Allocation
Aerial Installation for 89% of total footage	FT	\$ 8.45	\$ 7,049,709.18
Aerial Materials for 89% of total footage	FT	\$ 0.98	\$ 817,599.41
UG Installation for 43 % of Underground total 11%	FT	\$ 30.72	\$ 1,362,093.24
UG Materials for 43 % of Underground total 11%	FT	\$ 0.65	\$ 28,820.33
UG Building Entrance for 57 % of Underground Total 11%	FT	\$ 0.98	\$ 57,599.42
Highway/RR Crossing for 100% footage	FT	\$ 0.44	\$ 409,500.00
Fiber Cable (48) for 100% of footage	FT	\$ 0.49	\$ 459,325.51
			\$ 10,184,647.09

Annual
Maintenance

\$ 76,547.39

Total Fiber Cost	\$	459,325.51
Excess Fiber Cost per Strand = Total Cost of 336 Count Fiber /336	\$	1,367.04
Total Splicing Cost = 5% of Aerial Installation Cost and Underground Installation Cost	\$	420,590.12
Excess Fiber Cost for Splicing = Total Splicing/336	\$	1,251.76
Total allocation per strand	\$	2,618.80
Excess Strands of Fiber - Backbone		2
TOTAL EXCESS FIBER COST ALLOCATION PER 2 STRANDS - BACKBONE	\$	5,237.59

Excess Fiber Strands unlit for District's Exclusive Use	190
Excess Fiber Cost per Strand = Total Cost of 336 Count Fiber / 336	\$ 1,367.04
Excess Fiber Allocation for 190 Strands Unlit fiber for District's Exclusive Use.	\$ 259,737.64

TOTAL CITY COST ALLOCATION	\$	264,975.23	2.61%	\$	1,999.27
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TOTAL RRISD COST ALLOCATION	\$	9,880,304.77	97.39%	\$	74,548.12
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ROUND ROCK INDEPENDENT SCHOOL DISTRICT
Campus Dark or Lit Fiber Service
Request for Proposal (RFP) Number 19-075

4.4. Self-Provisioned Fiber Solution

4.4.1. Self-Provisioned Fiber Proposal Requirements

RRISD request a proposal for a Self-Provisioned Fiber Network that RRISD will own. The Self provisioned network will have the same network design requirements as the leased dark fiber solution to connect the all campuses to Super Ring Node Sites. The self-provisioned fiber proposal will be evaluated against the Lit and Dark Fiber based on the rules established by the FCC for Lit Verses Dark and Self Provisioned fiber services.

RRISD request a solution to connect all district sites to the District Fiber Backbone Network with two (2) dark fiber stands (1 Pair) will be allocated per campus on the sub ring. The fiber network will use diverse, non-collapsed routes when possible from a "East" Super Ring Node (LocA) to the campuses (LocB, LocC, LocD, LocE, etc.) within the geographical area that make up the sub ring to a West Super Ring Node (LocZ). It is expected that this will be the most cost-effective solution to meet the District's design requirements.

It is expected that a 48-count fiber solution will be the most cost effective to meet the district's needs allocating a pair of fiber on the sub ring per campus and then using the most cost-effective standard cable with the appropriate cable count.

Total cost of ownership is the highest weighted criteria for selection. RRISD will take into account the added cost to light the self-provisioned fiber solution of a proposed dark fiber solution verses a lit optical solution. RRISD will light the fiber with direct 10GBASE Optical Modules to a Layer 3 Router at each campus.

The fiber network will be in RRISD owned fiber cables with all required associated fiber construction components, the associated make-ready, and all associated easements and right-of-way agreements for RRISD.

The proposal will include all non-recurring costs (NRC) for installation, provisioning and allocation of existing fiber network and, as defined by E-rate 2.0 rules, any special construction cost for project management, design and engineering and construction of new network facilities required for the District dark fiber network solution.

The proposal will provide the cost of the maintenance and operations of the network as part of the agreement with yearly cost or a multi-year 10-year term cost for the full maintenance agreement term.

The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Handholes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary to construct and terminate the leased dark fiber network. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each campus.

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The proposer shall provide comprehensive specifications for their proposed solution and special construction cost detailed as defined below

3. Route assessment, maps, ROW access and/or easement requirements.
4. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).

Notice for Special Construction Proposals

All E-rate applications including special construction that includes fiber are subject to review and detailed questioning. Respondents for special construction should provide or be prepared to promptly provide the following information:

6. A map file of the proposed fiber route in KMZ or JSON format
7. The cost per foot of fiber
8. The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
9. The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
10. The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make-ready materials)

4.4.2. Self-Provisioned Fiber Technical Specifications

A solution will provide a pair of fiber for each campus on the sub ring using a standard count single mode fiber cable.

The proposed Self Provisioned Dark Fiber Network solution must provide a network design in which:

1. The Fiber Network will provide a dedicated fiber pair for each campus on the sub ring.
2. The Fiber Network design should be the most cost-effective solution to meet the District Design Requirement Objectives.
3. The fiber routes will be diverse and will not collapse at any point when available and cost effective in the overall design.

DESIGN REQUIREMENT	SERVICE OBJECTIVE
Capacity for WAN Connectivity to each campus	See Near and Long-Term targets per campus in Appendix.
Access to Service Points within the District	Internet Services located at the Tech Center and Stadium Data Center via the Super Ring DWDM network or direct connected.
Security	Not accessible to outside access.

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	Encryption available without degradation of network performance.
Reliability	Available to provide access to multiple Super Ring Nodes
Scalability	Scalable with both additional 10 Gb connections per campus as needed or with higher bandwidth services.
Sustainability	Cost effective solution to meet the design requirements over an extended evaluation time line. Low maintenance and low upgrade cost. Low operations cost.
Performance based on latency, jitter measurements and protocol support	Meets target technical specifications. Extends high performance of DWDM optical backbone network to extend support to the campuses.

4. Collapsed laterals for outlying campuses should be identified specifically.
5. The fiber termination in the site MDF will be in fiber distribution panels. The fiber should be industry standard OSP Single Mode Fiber. All fiber segments installed on the district property from the network splice point to the site MDF should the standard on-premise OSP SMF fiber strand count for the provider or a minimum of 12 strands of SMF. The termination type should be the providers standard type termination but LC connectors are preferred by the district.
6. The fiber design and overall solution will support 10GBASE ethernet optical module connections at all remote locations with the ability to support 40 GbE without additional construction requirements.
7. The network design should provide connectivity from each campus to a East and West Super Ring Node Sites. If alternative sites are recommended as an additional Super Ring Node Site, the District will consider the recommendation based on available space, quality of power and building integrity and the additional cost to add a Super Ring Node Site on the backbone network.
8. Technical Specifications. This proposal is comprehensive and the service must be provided to all locations for an acceptable proposal.
9. The proposal should be provided by sub ring. The District will contract by sub ring.
10. Provide to RRISD, in advance of the start of the final agreement, written assurance acceptable to RRISD that RRISD shall have the right to own, use for any lawful purposes and maintain the Fiber Network within the Right-of-Way for so long as RRISD continues to use the Fiber Network. Written assurances shall include, without limitation, written agreements by the owners of the Right-of-Way which grant the right to RRISD to (a) allow the provider, for the benefit of RRISD, to construct, own, operate and maintain the Fiber Network in the Right-of-Way, and (b) to the extent permitted by the

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agreements between the owners of the Right-of-Way and the provider, allow RRISD to continue to have the right to construct, own, operate and maintain the Fiber Network within the Right-of-Way without regard to action or inaction by the provider, including default in the providers Agreement, default by the provider under any other agreement or obligation, assignment by the provider, cessation of business by the provider, bankruptcy or insolvency by the provider or any other occurrence or failure of action by the provider which could terminate or otherwise impact the right of the provider to continue use of the Right-of-Way for the Fiber Network for a period of time reasonably satisfactory to RRISD. The provider should be prepared to provide RRISD a copy of the Right-of- Way agreements prior to final award and within the Fiber Construction agreement.

11. In the event of any termination or default under the Right-of-Way agreements, and to the extent it is within provider's ability, RRISD shall have the continuing right to maintain its fiber optic system on the facilities as exist at the time of the termination or default of the Right-of-Way agreement.
12. RRISD request proposals for self-provisioned Fiber Network based on a sub ring design to serve the seven defined areas of RRISD based on the Super Ring Node locations. Each sub ring design and proposal should be independently designed and bid with the cost per the sub ring identified separately. The District has the right to award one, multiple, all or none of the sub rings.
13. Provide within the proposal to RRISD, the total cost for use of the Right-of-Way and facilities within the Right-of-Way (for example poles, messenger wires, pole attachments, ducts) for construction and operation of the Fiber Network.
14. Install the Fiber Network so that electronics necessary to make the Fiber Network operable may be supplied and installed by RRISD. The proposed solution should only be for the Fiber Network.
15. Provide testing and test results as portions of the Fiber Network are completed and delivered for use by RRISD. Upon completion of installation of any segment of the Fiber Network, the provider shall notify RRISD that that segment of the Fiber Network is ready for inspection and test.
16. The provider shall inspect and test the Fiber Network in accordance with the applicable manufacturer's installation manuals and Specifications. The proposal shall include the fiber manufacturer and the associated installation specifications for review and acceptance by RRISD.
17. Estimated Cable Performance of Proposed Solution. RRISD will evaluate the goods and services based on the estimated Link Power Budget of the proposed cable network. The Vendor will provide the estimated Operating Distances of each link. The Vendor will provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) termination connections with the minimum information and in a similar format listed in the table below:

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1310nm 1550nm

Originating	Destination	No	Cum.	Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	Structure
RRISD East #xx	FR-00287	45-46	9,879	4.99	2.58	SPHS#-5150
RRISD West #xx	FR-00211	61-62	19,087	3.81	3.69	MCHS#-5150

18. Proposal will include the providers warranties for material and workmanship of the Fiber Network. The warranty, the materials and the proposed workmanship will be evaluated as part of the quality of the goods and services provided within the proposal.
19. RRISD may reject any portion of the Fiber Network which contains defects in material or workmanship or that fails to meet the Specifications or providers warranties as provided within the proposal. Any rejected portion of the Fiber Network shall either be repaired to the satisfaction of RRISD to meet all Specifications or removed at the expense of the provider, including all transportation cost both to the site and from the site, promptly after notification of rejection.
The provider shall bear all costs, inspection and risk of loss in connection with any portion of the Fiber Network rejected or prior to the completion of the Fiber Network. Payment by RRISD for any portion of the Fiber Network shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or discloses failure to meet the Specifications. Fiber testing must be performed prior to acceptance and test will be performed after all electronics are connected necessary to make the Fiber Network operable.
20. Provide a Maintenance Agreement (as described in Maintenance Requirements) of the School Network for a period of ten (10) years after the Completion Date with an additional ten (10) year maintenance agreement extension.
21. Upon the Completion Date, convey the Fiber Network to RRISD by bill of sale acceptable to RRISD and subject to no liens, encumbrances or obligations other than those approved in writing by RRISD. All risk of loss to the Fiber Network shall remain the providers until the completion of each Sub Ring.
22. No later than thirty (30) days after completion of the Fiber Network deliver to RRISD as built drawings of the Fiber Network in soft copy, in a KMZ file and in hard copy.
23. Provide insurance to RRISD in the amounts, types and from insurers as provided in Article 11 of the RRISD General Conditions. It is contemplated that certain types of insurance will be required during the Construction Period and other types of insurance will be required during the period of Maintenance. The provider should include all required insurances for construction.
24. Indemnify and hold harmless RRISD pursuant to the provisions of the RRISD General Conditions. In addition, the provider shall indemnify and hold harmless RRISD from any claim or cause of action that construction or use of the Network infringes on any patent,

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intellectual property right or other property right, except to the extent that RRISD has been determined to have been solely negligent in such infringement. It is the provider's obligation to indemnify and hold harmless RRISD shall include the obligation of the provider to pay to RRISD any reasonable attorney's fees and costs, and the reasonable cost of investigation of any claim or cause of action incurred by RRISD in connection with any such claim or cause of action.

25. Provide all permits or permissions necessary to install, operate and use for any lawful purpose the Fiber Network as intended by RRISD.
26. Provide a proposal that allows for expansion, reduction, change or modification of the Fiber Network.
27. The proposal shall provide a schedule of each sub ring cost with the component parts and prices at which RRISD may purchase with installation of each such component part to be provided by the provider. Upon termination of construction and the occurrence of the Completion Date, prices charged for the work shall be no higher than the provider's prices charged to similar owners for similar work within the State of Texas.
28. Conduit Access into Facilities. The service provider will provide the conduit and routing from the public right of way onto RRISD facility. The cable will terminate at the RRISD Main Communication closets. The Fiber Distribution panel equipment shall be wall mounted in the building designated MDF closet.
29. The provided connection must be tested to prove performance before it will be considered complete and usable.
30. Proposers should provide information on the age, type, and performance of the fiber they are proposing to Self-Provision, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.
31. Termination equipment needing to be rack mounted will be mountable in industry-standard racks. The proposal should include the dimensional and environmental requirements of equipment.
32. The Vendor should generate a GIS map(s) with the fiber optic cable identified.

4.4.3. Self-Provisioned Fiber Maintenance Requirements

Operations and Maintenance Practices: Round Rock ISD will require on-going maintenance and operations of the fiber. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Call before you dig locate services;
- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring
- Handling of unscheduled outages and customer problem reports? What service level agreement is included, and what alternative service levels may be available at additional cost

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Campus Dark or Lit Fiber Service Request for Proposal (RFP) Number 19-075

- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Replacement of damaged fiber
- Replacement of fiber which no longer meets specifications
- Policies for customer notification regarding maintenance

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide Round Rock ISD with a local and toll-free number or equivalent dedicated connection for trouble reporting.

The Proposer must respond to trouble reports within two (2) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within four (4) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

The provider shall provide full parts and labor maintenance for all common network equipment, on a ten (10) year contract basis. Maintenance shall be provided to RRISD twenty-four (24) hours a day, seven (7) days a week, including legal holidays for emergency service and 8:00 a.m. to 5:00 p.m., Monday to Friday maintenance for non-emergency service, excluding legal holidays, and shall include all services as required by the maintenance provisions of the Request, including the following services:

1. Emergency Restoration Services

[Emergency Service is defined as service necessary to restore operation of the School Network. Non-Emergency Service is defined as all of the service to the Network which is not as a result of failure of operation of the Fiber Network.] Emergency replacement and/or restoration of aerial cable plant, underground cable plant (if applicable), termination and/or splicing, and testing of damaged plant.

Twenty-four (24) hours a day, seven (7) days a week on call coverage.

Two (2) hour response time to all call-outs.

The provider will supply pictures and description of damage directly to the Districts.

2. Routine/Preventative Maintenance

Ongoing maintenance services of a routine nature for activities, which are not of an emergency nature but must be performed on an ongoing basis throughout the term of the contract. Routine/Preventative Maintenance calls shall be responded to within 72 hour response time.

Ongoing maintenance shall include, but not be limited to such activities pole change-outs, rotten pole replacements, relocation of pole lines due to road widening, weather related

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minor damage to pole-line plant, vandalism, etc.

Such ongoing maintenance activities may be scheduled within normal working hours, Monday through Friday.

Basic Maintenance does not include maintenance of the School Network's building laterals and entrances. The provider will perform additional maintenance of the Fiber Network's building laterals and entrances, if requested by RRISD, at an additional hourly rate of plus material costs. The proposal should include the cost for the additional hourly rate.

3. Fiber Cable Patrol

A Fiber Cable Patrol shall be provided with responsibilities of driving each ring of the Fiber Network in its entirety as scheduled by RRISD (once or twice per year). Such patrols shall make visual observations of each entire ring in order to observe, document and make recommendations for areas of the plant, which require routine or emergency maintenance activities such as those described above.

4. Other Terms and Conditions

All fiber maintenance activities shall comply with the Product Specifications, Specification of Work and all other requirements contained in this Agreement.

All workmanship and materials shall be warranted for a minimum of one year. The proposal should include the warranty for workmanship and materials.

5. Maintenance Escalation Procedure

The proposal will include a copy of an escalation procedure, which includes names, titles, responsibilities and 24-hour contact phone numbers. The provider shall provide a toll free telephone number for reporting of problems with RRISD's fiber facilities. Additionally, the provider shall provide an escalation list to be used by RRISD to escalate problems within organization when it is deemed that the provider's responsiveness to a reported problem has not been adequate or in accordance with the terms and conditions of the Request and this Agreement. Escalation shall be available to the senior levels of management with the organization.

4.4.4. Self-Provisioned Fiber Implementation Requirements

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), Schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

The Proposer will adhere to the implementation plan for deployment of services submitted as a requirement of this RFP.

DEPLOYMENT STATUS REPORTS

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The Proposer's designated project manager will provide weekly progress reports of the status of any deployment schedule to Round Rock ISD's designated project manager. The weekly progress report must include identification of any issues affecting the deployment schedule, and include recommended resolution(s) to any identified barriers to network deployment.

During the project installation period, the Proposer's designated project manager shall host weekly conference calls with appropriate technical and project management personnel and Round Rock ISD's designated WAN deployment team.

PROJECT PLANNING AND MANAGEMENT

Round Rock ISD acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Proposer's organizations and Round Rock ISD. The alignment will be part of the contract finalization. However, the Proposer will respond to this RFP assuming the following responsibilities.

Round Rock ISD MANAGEMENT STAFF

Round Rock ISD management staff will:

9. Provide overall project direction and management.
10. Review and approve all project plans and deliverables.
11. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
12. Establish project management guidelines by meeting with the Proposer's project management team as needed.
13. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
14. Coordinate other resources as needed to support the implementation process.
15. Provide on-site assistance, as needed during the implementation phases of the project.
16. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

ROUND ROCK ISD TECHNICAL STAFF

Round Rock ISD technical staff will:

1. Coordinate and administer the requirements of the network service(s) that are proposed.
2. Maintain toll free voice lines or equivalent dedicated connection from Round Rock ISD to Provider's operational facilities for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of

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contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.

3. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
4. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to Round Rock ISD electronically in a format agreed upon by the Proposer and Round Rock ISD to allow for import into various computer programs.
5. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- e. name, address, and telephone number of the Subcontractor(s)
- f. specific tasks for each Subcontractor(s)
- g. percentage of performance hours intended for each Subcontract; and
- h. total percentage of Subcontractor(s) performance hours.

4.4.5. Self-Provisioned Fiber Proposal Cost Requirements

4.4.5.1. Construction Cost

Costs shall be all-inclusive for the construction of the Fiber Network. Any costs which are not eligible for E-rate discounts must be identified.

4.4.5.2. Special Construction Cost

E-rate discounts can be applied to special construction charges in the first year of the contract. It is expected that the total cost of the construction would be categorized as Special Construction. RRISD request the option for installment plan for Round Rock ISD'S non-discount share for annual payments over four years.

For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.

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4.4.5.3. Maintenance Cost

The proposal will include a Maintenance Agreement Cost for the fiber network.

4.4.5.4. Fiber Strand Quantity for Fiber Network Cost

Round Rock ISD request the most cost-effective fiber strand count to meet the needs of the district. It is estimated that the standard cable strand count to meet the district's needs will be 48. The provider should show the cost of alternative cable counts for installation if they are more cost effective.

4.4.5.5. Proposal Cost Tabulation

The proposal cost will be tabulated based on all cost above for the 20-year evaluation PLUS the cost of the purchase, maintenance and operation to light the fiber. This total cost will be evaluated for the winning Self Provisioned Fiber Network and then compared to available Lit Fiber and Dark Fiber Proposals for the most cost-effective solution as required by E-rate rules.

4.4.5.6. Proposal Cost and Billing

The Proposer must comply with all applicable E-rate requirements for cost and associated billing.

5. Award. The District will use the best value method to determine the awarded Bidders. The evaluation criteria below indicate the points that are assigned for each section. The District will determine the score for each section on a scale starting with zero (0), with the best score being the assigned number, with a best possible score of 100. Best value means that the District will consider the Bidder's:

- Company References – Pass/Fail
- Company Past Experience/Performance – 5 points
- Technical Proposal (Goods & Services) – 40 points
- Knowledge & Skills – 10 points
- Cost – 45 points



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Insight Psychology and Behavioral Health Services, LLC for police cadet psychological testing and evaluation services.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Allen J Banks, Police Chief

Cost: \$60,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2022-294

An important part of the police hiring process is psychological testing that helps ensure the Department is selecting candidates who are appropriate for a career in law enforcement. Many agencies across the country employ a psychological screening as part of a multi-faceted screening that includes basic and physical ability tests and background investigations. By assessing traits like impulse control, honesty, stress tolerance and other characteristics, the results of psychological testing provide the department with an assessment of the potential for success a specific applicant might have as a police officer.

The proposed five-year contract with Insight Psychology and Behavioral Health Services would provide the Department with testing services for police applicants at a total cost not to exceed \$60,000. In 2021, such costs totaled \$3,528.

Cost: Not to exceed \$60,000 over five years

Source of Funds: General Fund

RESOLUTION NO. R-2022-294

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to police cadet psychological testing and evaluation for the City’s Police Department; and

WHEREAS, Insight Psychology and Behavioral Health Services, LLC has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Insight Psychology and Behavioral Health Services, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to Police Cadet Psychological Testing and Evaluation with Insight Psychology and Behavioral Health Services, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
POLICE CADET PSYCHOLOGICAL TESTING AND EVALUATION
WITH
INSIGHT PSYCHOLOGY AND BEHAVIORAL HEALTH SERVICES, LLC**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THIS AGREEMENT for professional consulting services related to police cadet psychological testing and evaluation for the City of Round Rock Police Department (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and INSIGHT PSYCHOLOGY AND BEHAVIORAL HEALTH SERVICES, LLC, located at 305 North Heatherwilde Boulevard, Suite 310, Pflugerville, Texas 78660 (the "Consultant").

RECITALS:

WHEREAS, professional consulting services related to police cadet psychological testing and evaluation for the City's Police Department are desired by the City; and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract with Consultant for these services; and

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

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall be for sixty (60) months commencing on the effective date of the Agreement.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A," which shall be referred to as the Proposal, which shall be referred to as the Scope of Services of this Agreement. Said attached Exhibit "A" shall be incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Proposal and Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is set forth in Exhibit "A," attached hereto and incorporated herein by reference, and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Sixty Thousand and No/100 Dollars (\$60,000.00)** as set forth in Exhibit "A."

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to

the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

7.0 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the

services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

10.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

11.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

12.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information

of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

14.0 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

15.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

16.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

17.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may

assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

18.0 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

20.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

21.0 DESIGNATION OF REPRESENTATIVE

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

Commander Andy McKinney
Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
512-218-5528
amckinney@roundrocktexas.gov

22.0 NOTICES

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

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Insight Psychology and Behavioral Health Services, LLC
305 N. Heatherwilde Blvd., Suite 310
Pflugerville, TX 78660

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

24.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

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

Insight Psychology and Behavioral Health Services, LLC

By: Ronnette P. Ballard
Printed Name: Ronnette P. Ballard
Title: Owner/Clinical Director
Date Signed: 7/29/2022

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

Scope of Services

Police officer Pre-employment Psychological Evaluation:

The purpose of the police officer pre-employment psychological evaluation is to better ensure that individuals seeking to serve as peace officers are psychologically sound and have the necessary judgement, foresight and planning ability to safely interact with citizens while serving and protecting public interest. Tests and measures are used that identify impulsivity, substance abuse propensity, negative or skewed outlook on society, depression, anxiety, psychosis and other serious mental health conditions that may impair performance and place citizens at risk.

Recognizing the importance of the pre-employment psychological evaluation for both the performance of the candidate and the preservation of public safety, we use multiple screening measures and conduct a thorough clinical interview and mental status exam. Our goal is to provide departments with viable candidates with the potential to serve the public safely and competently.

Initial Screening Psychological Test:

Hilson Background Investigation Inventory:

The Hilson Background Investigation Inventory-Revised (HBI-R™) aids in the identification of "high-risk" candidates with antisocial behavior patterns and/or job-related difficulties. The Round Rock Police Department uses the HBI-R as it's initial assessment of potentially qualified candidates. Individuals whose scores indicate that they may be high-risk for job related problems may not proceed in the RRPD Hiring process.

Pricing For Round Rock Police Department:

L-3 Evaluations will be \$325 with the option for 10% increase each year.

Hilson Evaluations will be \$115 per report with the option for 10% increase each year.

I think a total dollar amount of \$60,000.00 would be sufficient to cover services.

Dr. Ronnette P. Ballard

(she/her/hers)

Licensed Psychologist

Clinical Director/Owner

Director of Training (APPIC Member Postdoctoral Program)

InSight Psychology and Behavioral Health Services LLC

Phone: 512.704.8349 Fax: 512.693.4006

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

InSight Psychology and Behavioral Health Services LLC
Pflugerville, TX United States

Certificate Number:
2022-918208

Date Filed:
08/03/2022

Date Acknowledged:

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

InSight Psychology and Behavioral Health Services LLC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
Psychological Evaluation Services for Round Rock Police Department Police Officers

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

5 Check only if there is NO Interested Party.

☐

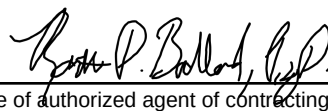
6 UNSWORN DECLARATION

My name is Ronnette P. Ballard, and my date of birth is [REDACTED].

My address is 305 N. Heatherwilde Blvd., Ste. 310, Pflugerville, TX 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 25 day of August, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

InSight Psychology and Behavioral Health Services LLC
Pflugerville, TX United States

Certificate Number:
2022-918208

Date Filed:
08/03/2022

Date Acknowledged:
09/02/2022

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

InSight Psychology and Behavioral Health Services LLC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
Psychological Evaluation Services for Round Rock Police Department Police Officers

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Znet Tech, LLC for the purchase of 3-D Crime Scene Rendering Software and related products and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Allen J Banks, Police Chief

Cost: \$73,678.70

Indexes: Public Safety Equipment Replacement Program

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2022-295

Crime Scene has used a 3-D FARO scanner for several years to take exact measurements of crime scenes that make investigating major crimes more efficient and provide for courtroom exhibits. The existing device is old enough to have fallen out of annual maintenance and should be replaced so it can continue to support investigations. The proposed purchase order will replace the existing equipment but reactivate its maintenance so it may be used by the Department's Traffic Reconstruction Team. Pricing is determined through a General Services Administration (GSA) contract, with the exception of a few sole-source items not available through GSA.

Cost: \$73,678.70

Source of Funds: Public Safety Equipment Replacement Program

RESOLUTION NO. R-2022-295

WHEREAS, the City of Round Rock (“City”) desires to purchase 3-D Crime Scene Rendering Software and related products and equipment, and

WHEREAS, Znet Tech, LLC is an approved vendor of the Government General Services Administration (“GSA”) for a portion of the 3-D Crime Scene Rendering Software and related products and equipment being purchased by the City through GSA Contract No. 47QTCA18D003S; and

WHEREAS, the City is a local government eligible to use GSA’s Multiple Award Schedule for the purchase of eligible goods and services; and

WHEREAS, additionally, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Znet Tech, LLC is the sole source provider of the other portion of 3-D Crime Scene Rendering Software and related products and equipment being purchased by the City not included on the GSA; and

WHEREAS, the City wishes to issue a purchase order to Znet Tech, LLC for the purchase 3-D Crime Scene Rendering Software and related products and equipment, as shown in Exhibit “A,” and incorporated herein by reference for all purposes, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Znet Tech, LLC for 3-D Crime Scene Rendering Software and related products and equipment.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



Remit To:
ZNet Tech, LLC
 PO BOX 213
 Olney, MD 20830
 301 200-4715 office
 301 200-4716 fax

GSA Schedule

47QTCA18D003S

Quote
 0622-7-RR-GSA

Ship To:
 Address:

City of Round Rock Police Support
 Alicia Howard
 2701 N Mays St
 78665-2412 Round Rock, TX

20462665

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0622-7-RR-GSA	Gary Block 202 262-8002 / garyb@znettech.com	7-Jun-22	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499V5			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	LS9-HU	FARO Focus Premium USA			1	\$ 38,450.00
		Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty				
	ACCS-PWR-0014	3D AC LS FocusS Battery Power Block			1	\$ 1,130.00
		Power Block battery for Focus laser scanner and Freestyle				
	ACCS8032	3D AC LS Standard Carbon Fiber Tripod			1	\$ 1,114.00
		Carbon fiber tripod, super lightweight, highly stable, low vibration, customized for Focus scanners for perfect performance and increased durability				
	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc			1	\$ -
		Available only at point of FARO system sale. Includes training for 2 Trainees. #Three day course at a training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. Classroom trainings are scheduled on a first come, first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Training days must be taken together on consecutive days, and cannot be split into individual days				
	SV2-SCN-Y3	FOCUS Premium Complete Care-Year 3			1	\$ 5,135.00
		Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale				
	SB_900091	Freestyle 2 Kit			1	\$ -
	900-000099-000	Freestyle2 Sensor FARO			1	\$ 13,140.00
		FARO Freestyle 2 Core Kit. Includes the Freestyle 2 Sensor and One (1) year of manufacturer warranty. A compatible Android smartphone is required.				
	810-000138-000	dS AccessoryKit FARO			1	\$ 1,947.40
		Freestyle 2 accessories Kit. Includes, On-site Calibration plate, Magnetic Kit for Mobile Phone, USB cable, One (1) Battery, Power Charger, High Speed USB stick, Targets Kit, Optical cleaning cloth, Quick start guide a rugged transport case.				
	FA0215	MobilePC FARO			1	\$ 2,429.00
	ACCS-PWR-0013	3D AC LS FocusS Battery Power Dock			1	\$ 565.00
		Power Dock charging cradle for Focus laser scanner.				
	ACCS8006	3D AC LS FocusS 90W Power Supply			1	\$ 97.00



Remit To:
ZNet Tech, LLC
 PO BOX 213
 Olney, MD 20830
 301 200-4715 office
 301 200-4716 fax

GSA Schedule

47QTCA18D003S

Quote
 0622-7-RR-GSA

Ship To: City of Round Rock Police Support
 Alicia Howard
 2701 N Mays St
 78665-2412 Round Rock, TX

Address:

20462665

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0622-7-RR-GSA	Gary Block 202 262-8002 / garyb@znettech.com	7-Jun-22	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499V5			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
		Power supply for Focus laser scanner S, M, S Plus				
	SMA51002-3Y	FARO Zone 3D Advanced Maint 3Y Rnw			1	\$ 2,230.00
		FARO Zone 3D Advanced annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current GSTEZ3D6YO0V3YM65X 06/01/2022 - 05/31/2025				
	SMAR0900-3Y	SCENE MAINT - 3Y RNW			1	\$ 2,678.00
		SCENE. Extends maintenance contract of existing license by 3 years. 885313753130835179 06/01/2022 - 05/31/2025				
		ZNet Tech, LLC. Small Business 47QTCA18D003S			SUBTOTAL	\$ 68,915.40
		Thank you for considering ZNet Tech, LLC..			S&H	\$ 32.30
					TOTAL	\$ 68,947.70



Remit To:
ZNet Tech, LLC
PO BOX 213
Olney, MD 20830
301 200-4715 office
301 200-4716 fax

GSA Schedule

Open Market

Ship To:

City of Round Rock Police Support
Alicia Howard
2701 N Mays St
78665-2412 Round Rock, TX

Address:

2701 N Mays St
78665-2412 Round Rock, TX

Quote
0622-7-RR-Open
Open Market

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0622-7-RR-Open	Gary Block 202 262-8002 / garyb@znettech.com	7-Jun-22	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499V5			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	ACCSS8039	3D AC_FS2 Mobile Phone			1	\$ 758.00
		High-end Smartphone compatible with FARO® Cobalt Detail 3D				
	SML0900	SCENE MAINT RECOVERY			1	\$ 3,018.00
		SCENE. Fee allows the reactivation of maintenance contract. Mandatory maintenance renewal contract sold separately. Entitles to any version released since expiration				
	SML51002	FARO Zone 3D AdvMaintenance Recover			1	\$ 955.00
		FARO Zone 3D Advanced Software, service fee to allow reactivation of software maintenance if expired for more than 12 months. Maintenance renewal sold separately				
		ZNet Tech, LLC. Small Business 47QTCA18D003S			SUBTOTAL	\$ 4,731.00
		Thank you for considering ZNet Tech, LLC..			S&H	\$ -
					TOTAL	\$ 4,731.00

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ZNET TECH
Bethesda, AA United States

Certificate Number:
2022-915912

Date Filed:
07/28/2022

Date Acknowledged:

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

City of Round Rock Police Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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3 D Scanner and accessories for public safety and police support

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

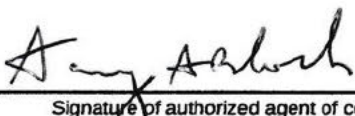
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Gary Block, and my date of birth is 1 [REDACTED].

My address is 4827 Rugby Ave Suite 200B Bethesda MD 20814 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of Maryland, on the 28 day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

ZNET TECH
Bethesda, AA United States

Certificate Number:
2022-915912

Date Filed:
07/28/2022

Date Acknowledged:
07/28/2022

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

City of Round Rock Police Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000000
3 D Scanner and accessories for public safety and police support

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a Government Agency Agreement and related Order Form with Flock Group, Inc. for the software and hardware solution for automatic license plate detection.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Allen J Banks, Police Chief

Cost: \$85,500.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Exhibit B, Form 1295

Department: Police Department

Text of Legislative File 2022-296

The proposed contract would fully implement a pilot program begun this spring with the Flock Group Inc. In that program, 30 Automated License Plate Reader (ALPR) cameras were placed at fixed, designated points throughout the city. The cameras read license plates as well as identify vehicle color, make and model and provide search capabilities. Footage and still images from the cameras is stored for no more than 30 days; as such, the Department is responsible for downloading such content via the internet and archiving the footage for law enforcement purposes.

Since the original placement of these cameras, Flock's system has been helpful in several cases and are seen as an important resource is addressing crime in the locations where they have been placed. The contract lays out annual, recurring costs at \$75,000, plus an initial implementation fee of \$10,500. The Department has sought new program funding for this implementation during the FY23 budget process. Executing the contract now allows the Department to continue this program without a break in service.

Cost: \$85,500 in the first year, \$75,000 annually in each subsequent year

Source of Funds: General Fund



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

RESOLUTION NO. R-2022-296

WHEREAS, the City of Round Rock (“City”) desires to purchase software and hardware solution for automatic license plate detection; and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Flock Group, Inc. is the sole source provider of the goods and services being purchased, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with Flock Group, Inc. to purchase software and hardware solution for automatic license plate detection, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Government Agency Agreement and related Order Form with Flock Group, Inc., a copy of same being attached hereto as Exhibit “B” and incorporated herein for all purposes.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock Purchasing Justification Form

Date:	02JUN2022	Department Name:	CID
To:	Purchasing	Requestor Name:	Gabriel Iniguez
		Phone Number:	512-218-6690

Instructions: Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

☒ Sole Source (check one)

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books.
- ☐ Gas, water and other utilities.
- ☐ Captive replacement parts or components for equipment
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials

☐ Public Calamity

- A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

☐ Public Health and Safety

- A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ Unforeseen Damage

- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ Personal, Professional or Planning Services

- A procurement of personal, professional, or planning services

2. Justification: Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

Flock creates an automatic license plate reading (ALPR) camera that is the only one on the market that can integrate with our established Axon evidence system. It will be a great improvement over our current systems with the added benefits of auditory recognition of gunshots and multiple lane scanning. Axon has confirmed that this system is the only one that integrates with Axon equipment and software.

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Flock Group Inc.
Description:	Law enforcement ALPR camera manufacturer

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

- ☐ This is a one-time purchase request for \$ _____
- ☒ This is a term contract request for 36 (# months) in the amount of \$ 230,000

Recommended
By

Requestor

02JUN2022

Date

Approved
By

Department Manager, Asst Director or Director

Date

Purchasing Office
Review

Purchaser

6/7/2022

Date

Purchasing Office
Management Review

Purchasing Manager (over \$50,000)

06/07/2022

Date

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

flock safety

- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
6. Warranty & Service:
- Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



February 2, 2022

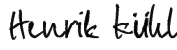
Flock Group, Inc., dba Flock Safety
Attn: Garrett Langley, CEO
1170 Howell Mill Road NW, Suite 210
Atlanta, Georgia 30318

Re: Unified search capabilities

Dear Garrett,

This letter is to confirm that, as of the date of this letter, Flock Group, Inc. ("Flock") and Axon Enterprise, Inc. ("Axon") maintain a strategic relationship that allows Flock to operate the only third-party unified search solution that searches automated license plate recognition information stored and managed across Axon's and Flock's systems.

Sincerely,

DocuSigned by:

819F4A56441C491...

Henrik Kühl
VP, Strategy and Corporate Development



Justification Form (1)

Final Audit Report

2022-06-07

Created:	2022-06-07
By:	Amanda Crowell (acrowell@roundrocktexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANfYy7OQp17pJ_zqUvENiKvwcNV3wU7WP

"Justification Form (1)" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2022-02-02 - 11:48:22 PM GMT

 Document created by Amanda Crowell (acrowell@roundrocktexas.gov)
2022-06-07 - 6:36:28 PM GMT

 Document emailed to David Carter (dcarter@roundrocktexas.gov) for signature
2022-06-07 - 6:37:03 PM GMT

 Email viewed by David Carter (dcarter@roundrocktexas.gov)
2022-06-07 - 6:51:16 PM GMT

 Document e-signed by David Carter (dcarter@roundrocktexas.gov)
Signature Date: 2022-06-07 - 6:51:44 PM GMT - Time Source: server

 Agreement completed.
2022-06-07 - 6:51:44 PM GMT



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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: TX - Round Rock PD Legal Entity Name: City of Round Rock, Texas	Contact Name: Grant Golden
Address: 221 East Main Street Round Rock, Texas 78664	Phone: (512) 801-4591 E-Mail: ggolden@roundrocktexas.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	30.00	\$75,000.00
Professional Services - Falcon, Standard Implementation	\$350.00	30.00	\$10,500.00

(Includes one-time fees)

Year 1 Total \$85,500.00

Recurring Total: \$75,000.00

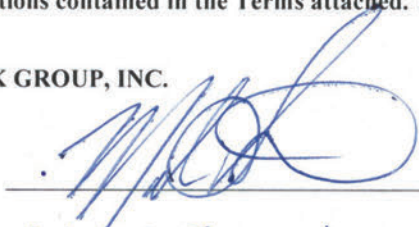
I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

CITY OF ROUND ROCK, TEXAS

By:



By:

Name:

MARK SMITH

Name:

Title:

GENERAL COUNSEL

Title:

Date:

15 AUGUST 2022

Date:



GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of

Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative

purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or

before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, this Agreement will automatically renew for an additional twenty-four month renewal term* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

This Agreement may be renewed further for successive renewal terms for the greater of one year or the length set forth on the Order Form upon written notice of renewal prior to the end of the then-current term.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, this Agreement will automatically renew for an additional twenty-four month renewal term* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.* This Agreement may be renewed further for successive renewal terms for the greater of one year or the length set forth on the Order Form upon written notice of renewal prior to the end of the then-current term.

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional

No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software

documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Flock Group, Inc
Atlanta, GA United States

Certificate Number:
2022-923151

Date Filed:
08/17/2022

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

City of Round Rock

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 Flock Safety ALPR
Automatic License Plate Reader and associated services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Mark	Pacifica, CA United States	X	
	LaCamp, James	Seattle, WA United States	X	
	Herendeen, Julie	San Francisco, TX United States	X	
	Ceran, Jennifer	San Francisco, CA United States	X	
	Ulevitch, David	New York, NY United States	X	
	Clayton, Alex	San Francisco, CA United States	X	
	Sukhar, Ilya	San Francisco, TX United States	X	
	Feury, Matt	Atlanta, TX United States	X	
	Langley, Garrett	Atlanta, GA United States	X	

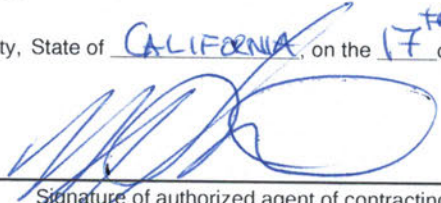
5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARK SMITH, and my date of birth is [REDACTED]
My address is 2216 STERLING AVE, PACIFICA, CA, 94044, USA
(street) (city) (state) (zip code) (country)

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

Executed in SAN MATEO County, State of CALIFORNIA, on the 17th day of AUGUST, 2022
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Flock Group, Inc
Atlanta, GA United States

Certificate Number:
2022-923151

Date Filed:
08/17/2022

Date Acknowledged:
08/19/2022

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

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 Flock Safety ALPR
Automatic License Plate Reader and associated services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Mark	Pacifica, CA United States	X	
	LaCamp, James	Seattle, WA United States	X	
	Herendeen, Julie	San Francisco, TX United States	X	
	Ceran, Jennifer	San Francisco, CA United States	X	
	Ulevitch, David	New York, NY United States	X	
	Clayton, Alex	San Francisco, CA United States	X	
	Sukhar, Ilya	San Francisco, TX United States	X	
	Feury, Matt	Atlanta, TX United States	X	
	Langley, Garrett	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Smith Pump Company, Inc. for the purchase of a Return Activated Sludge (RAS) Pump Replacement.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$79,400.00

Indexes: Regional Wastewater Operating Fund

Attachments: Resolution, Exhibit A, Quote, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-298

The Brushy Creek Regional Wastewater Treatment Plant needs to replace one of the Return Activated Sludge (RAS) pumps that has exceeded its useful life. RAS pumps are an integral part of the wastewater treatment process. These pumps provide a continuous, well-timed supply of oxygen that is essential to maintaining ideal aerobic conditions and to keep the activated sludge suspended.

Smith Pump Company is the sole source provider for these pumps, and this quote is for a one-time purchase of \$79,400.

Cost: \$79,400

Source of Funds: Regional Wastewater Operating Fund

RESOLUTION NO. R-2022-298

WHEREAS, the City of Round Rock (“City”) desires to purchase a replacement for one of the Return Activated Sludge (RAS) Pumps for the Brushy Creek Regional Wastewater Treatment Plant; and

WHEREAS, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Smith Pump Company, Inc. is the sole source provider of the goods and services being purchased, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City wishes to issue a purchase order to Smith Pump Company, Inc. for the purchase of a Return Activated Sludge (RAS) Pump Replacement, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Smith Pump Company, Inc. for the purchase of a Return Activated Sludge (RAS) Pump Replacement.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock Purchasing Justification Form

Date:	06/21/2022	Department Name:	Utilities
To:	Purchasing	Requestor Name:	Michael A. De Santis Jr.
		Phone Number:	512-218-2005

Instructions: Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

☒ Sole Source (check one)

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books.
- ☐ Gas, water and other utilities.
- ☒ Captive replacement parts or components for equipment
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials

☐ Public Calamity

- A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

☐ Public Health and Safety

- A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ Unforeseen Damage

- A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ Personal, Professional or Planning Services

- A procurement of personal, professional, or planning services

2. Justification: Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

The RAS pump is to be replaced due to age according to the capital budget plan for FY '22. Smith pump is the sole source for all parts and service for Flowserve pumps.

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

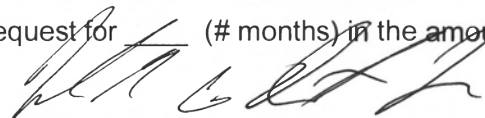
4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Smith Pump
Description:	Pumps Sales & Service

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

- ☒ This is a one-time purchase request for \$ 79,400.00
- ☐ This is a term contract request for (# months) in the amount of \$

Recommended
By


Requestor

06/21/2022

Date

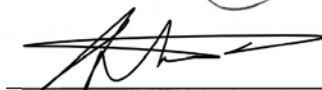
Approved
By


Department Manager, Asst Director or Director

06/21/2022

Date

Purchasing Office
Review


Purchaser

6/23/22

Date

Purchasing Office
Management Review


Purchasing Manager (over \$50,000)

06/23/2022

Date

Justification for Sole Source Pump Replacement

Final Audit Report

2022-06-23

Created:	2022-06-23
By:	Allen Reich (areich@roundrocktexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVE6-pFFrqrzyf2JkK7IGoAT6LPegijs

"Justification for Sole Source Pump Replacement" History



Document created by Allen Reich (areich@roundrocktexas.gov)

2022-06-23 - 6:30:15 PM GMT



Document emailed to David Carter (dcarter@roundrocktexas.gov) for signature

2022-06-23 - 6:32:17 PM GMT



Email viewed by David Carter (dcarter@roundrocktexas.gov)

2022-06-23 - 8:28:21 PM GMT



Document e-signed by David Carter (dcarter@roundrocktexas.gov)

Signature Date: 2022-06-23 - 8:32:12 PM GMT - Time Source: server



Agreement completed.

2022-06-23 - 8:32:12 PM GMT



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Acrobat Sign

**Smith Pump Company, Inc.**

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 33869

Thursday, June 16, 2022
Page: 1

Prepared For :**City of Round Rock**

221 East Main
Round Rock, TX 78664
Phone: 512 218 5433
Fax: 512 218 7097

Shipping: Javier Cedillo**City of Round Rock**

Brushy Creek Regional WWTP
3939 E Palm Valley Blvd
Round Rock, TX 78665

Shipping Method
Bestway

Freight Terms
FOB Destination

Payment Terms
Net 30 Days

Salesperson:
TXCEN - Jeff McHattie

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Eduardo Garcia

eduardog@smithpump.com

Line: 1

Part ID: 3367-12-MNC-14

Rev: 0

New Flowserve Pump

(1) New Flowserve Pump Model 12MNC14A FR6A

Duplicate replacement per S/N: 1912MS007032
Bare Pump , only includes pump, motor pedestal, and suction elbow.

3,850 GPM @ 28 FT TDH
890 RPM

Lead Time: 25-26 weeks ARO

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	79,400.00000			\$79,400.00

Prices are Valid Until Saturday, July 16, 2022

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 33869

Thursday, June 16, 2022

Page: 2

Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Smith Pump Company, Inc.
Waco, TX, TX United States

Certificate Number:
2022-922416

Date Filed:
08/15/2022

Date Acknowledged:

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

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 New Flowserve Pump
Duplicate replacement per S/N 1912MS007032 Bare Pump, including only pump, motor pedestal, and suction elbow

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McHattie, Jeff	Austin, TX United States		X
	Garcia, Eduardo	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Eduardo Garcia

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Smith Pump Company, Inc.
Waco, TX, TX United States

Certificate Number:
2022-922416

Date Filed:
08/15/2022

Date Acknowledged:
08/24/2022

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City of Round Rock

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Duplicate replacement per S/N 1912MS007032 Bare Pump, including only pump, motor pedestal, and suction elbow

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			Controlling	Intermediary
	McHattie, Jeff	Austin, TX United States		X
	Garcia, Eduardo	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute the First Amendment to the Wholesale Water Service Agreement with the City of Georgetown.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities & Environmental Services

Text of Legislative File 2022-299

The City of Round Rock owns capacity in the Brushy Creek Regional Utility Authority (BCRUA) treatment and delivery system that receives raw water from Lake Travis. Because Round Rock has extra capacity available with BCRUA, in March 2020, the Cities of Round Rock and Georgetown entered into a Wholesale Water Service Agreement to provide up to 3.0 million gallons per day of treated water to Georgetown at County Road 175 and New Hope Road. This agreement benefits both Cities in that it provides treated water to Georgetown to help with their water demands, and it helps Round Rock off-set capital debt on the BCRUA infrastructure as well as reserve water costs from Lower Colorado River Authority.

Because Georgetown has been unable to complete the construction of a necessary waterline by June 2022 in order for them to take this water, the Cities now wish to amend the Water Services Agreement to delay the date when the City of Georgetown may start taking water from the County Road 175 Point of Delivery. Georgetown's right to take water from this Point of Delivery and the monthly base charge of \$43,530 is being amended from June 1, 2022 to a start date of June 1, 2024. The expiration date of this agreement remains unchanged.

RESOLUTION NO. R-2022-299

WHEREAS, on March 24, 2020, the City of Round Rock (“City”) and the City of Georgetown (“Georgetown”) entered into that certain Wholesale Water Service Agreement (“Agreement”); and

WHEREAS, the City and Georgetown now wish to amend the Agreement to delay the date when Georgetown may start taking water from the County Road 175 Point of Delivery, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, First Amendment to the Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown, a copy being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

**FIRST AMENDMENT TO THE
WHOLESALE WATER SERVICE AGREEMENT
BETWEEN THE CITIES OF ROUND ROCK AND GEORGETOWN**

This First Amendment to the Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown (the "First Amendment") is dated the ____ day of _____ by and between the City of Round Rock ("Round Rock") and the City of Georgetown ("Georgetown").

RECITALS

Whereas, on the 24th day of March, 2020, Round Rock and Georgetown entered into that certain Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown, (the "Agreement"); and

Whereas, the Cities now wish to amend the Agreement to delay the date when Georgetown may start taking water from the County Road 175 Point of Delivery;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Georgetown and Round Rock mutually agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 All terms used herein shall have the meaning assigned to them in the Agreement, unless the context clearly requires otherwise.

**ARTICLE II
AMENDMENTS**

Section 2.1 **ARTICLE FIVE WATER RATES**, Section 5.02 Monthly Base Charges, (b) County Road 175, is hereby amended to read as follows:

(b) County Road 175. The initial monthly base charge for the water delivered through the County Road 175 Point of Delivery shall be \$43,530 for each calendar month. Georgetown's right to take water from this Point of Delivery and the monthly base charge will start June 1, 2024.

**ARTICLE III
MISCELLANEOUS**

Section 3.1 To the extent necessary to effect the terms and conditions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

Section 3.2 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed as of the day and year first above written.

CITY OF ROUND ROCK

ATTEST:

Meagan Spinks, City Clerk

By: _____
Craig Morgan, Mayor

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

CITY OF GEORGETOWN

ATTEST:

Karen Frost

Karen Frost, City Clerk Deputy

By: *Josh Schroeder*

Josh Schroeder, Mayor

APPROVED AS TO FORM:

Skylar Masson

Skylar Masson, City Attorney

**WHOLESALE WATER SERVICE AGREEMENT
BETWEEN THE CITIES OF ROUND ROCK AND GEORGETOWN**

This Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown (this "Agreement") is made and entered into by and between the City of Georgetown, a Texas home rule municipal corporation ("Georgetown") acting by and through its duly authorized Mayor, and the City of Round Rock, a Texas home rule municipal corporation ("Round Rock") acting by and through its duly authorized Mayor.

RECITALS:

Whereas, Round Rock and Georgetown recognize that substantial benefits may be derived from joint cooperation with each other in the planning, financing, construction and provisions of utilities; and

Whereas, Georgetown has a need for a source of additional treated water for the southwest portion of its water service area; and

Whereas, Round Rock has excess capacity in its water treatment system and is willing to sell wholesale potable water to Georgetown; and

Whereas, Georgetown, and Round Rock desire to set forth in writing the terms and conditions for the sale of water from Round Rock to Georgetown;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Georgetown and Round Rock hereby contract and agree as follows:

**ARTICLE ONE
DEFINITIONS**

1.01 Unless the context clearly requires otherwise, the following terms shall have the meaning set forth below:

Agreement: means this Wholesale Water Service Agreement Between the Cities of Round Rock and Georgetown.

As Available Service means the increment of interim wholesale water service in excess of Firm Service as defined below to be provided to Georgetown by Round Rock under this Agreement only if Round Rock determines that such additional increment of potable water service is available on a temporary basis from the Round Rock system after meeting the potable water service requirements of its customers as hereinafter more particularly set forth.

Cities: means Georgetown and Round Rock.

Effective Date: means the ____ day of _____, 2020.

Firm Service: the maximum assured level of potable water service, expressed in gallons per day that Round Rock determines it is capable of providing to Georgetown on a consistent basis from its water system, throughout the term of this Agreement.

Georgetown: means the City of Georgetown, Texas.

Meter, Highlands at Mayfield: means the water meter located in the vicinity of the Highlands at Mayfield Ranch subdivision, as shown on **Exhibit A**.

Meter, County Road 175: means the water meter located near County Road 175, as shown on **Exhibit A**.

Points of Delivery: means the two points where the Meters are located and where Georgetown's water system will be connected to Round Rock's water system and from which Georgetown may withdraw water from Round Rock's water system.

Round Rock: means the City of Round Rock, Texas.

Water: means potable water meeting those requirements for human consumption and other uses promulgated by the Texas Department of Health, and/or the Texas Commission on Environmental Quality.

ARTICLE TWO TERMS AND CONDITIONS FOR WATER SERVICE

2.01 Agreement to Provide Water Service. Subject to the terms and conditions of this Agreement and the requirements of applicable law, Round Rock agrees to provide water service to Georgetown at the Point(s) of Delivery for the term of this Agreement. The Point(s) of Delivery will be agreed upon by Round Rock and Georgetown. The maximum level of water service to be provided by Round Rock to Georgetown under this Agreement shall be as set forth below.

2.02. Water Meters at the Points of Delivery. Water delivered to Georgetown will be measured by a meter installed at each Point of Delivery. Metering equipment and related facilities, including a meter vault and standard-type devices required for properly measuring the quantity of Water delivered to Georgetown, will be installed at each Point of Delivery as set forth in Sections 3.01 and 4.01 below. The meter(s) installed shall have the capability of restricting the rate of flow through the meter, as set forth in Sections 3.02 and 4.02 below. The water meters that are installed shall be Automatic Metering Infrastructure capable and be manufactured by Master Meter, Inc. or other equivalent vendor approved by Round Rock. After installation, Round Rock will own, operate, and maintain the metering equipment, and upstream improvements.

2.03. Meter Calibration and Billing Adjustments. At both Points of Delivery, Round Rock will calibrate the meters annually at its cost. Round Rock will provide Georgetown with a copy of the calibration report within ten calendar days of Round Rock's receipt of same. At Georgetown's request, Round Rock shall calibrate the meters more frequently. If Georgetown requests calibration of a meter more frequently than once every 12 months and, upon calibration, the meter in question proves to be accurate, then the cost of the calibration will be borne by Georgetown. Any meter registering within the accuracy range as defined by the American Water Works Association or its successor agency for continuous maximum duty usage for that type and size of meter will be deemed to be accurate. If any meter test indicates that the meter is inaccurate, the meter will be recalibrated or replaced, and a billing adjustment will be made based on the degree of the meter's inaccuracy, as determined by the test. If the Cities can reasonably estimate the time at which the meter became inaccurate, Round Rock will make a billing adjustment based on that time period. If the Cities cannot reasonably estimate the time at which the meter became inaccurate, then Round Rock will make a billing adjustment to no more than the previous six months' billings.

2.04. Meter Repair and Access. If a Point(s) of Delivery meter is out of service or under repair so that the amount of Water delivered cannot be ascertained or computed from the readings, the Water delivered during the period the meter was out of service or repair will be estimated and agreed upon by the Cities based on previous billings and other relevant information. Round Rock will keep accurate records of the amount Water passing through the meters on a daily basis. Such records will be available to Georgetown for inspection or copying at all times during regular business hours. Both Georgetown and Round Rock will be entitled to access the Point of Delivery meters at all times.

2.05 Billing and Payment. Round Rock shall send a bill to Georgetown once per month setting forth the quantity of Water delivered to Georgetown as determined by Round Rock's periodic readings of the Point of Delivery meters. Each bill shall include a due date and the total amount owed to Round Rock based on the metered quantity of Water delivered multiplied by Round Rock's wholesale Water rate for Georgetown. Georgetown shall pay the total amount owed to Round Rock by the due date on each bill for Water Service. If Georgetown, in good faith, questions the amount of the bill, Round Rock shall work cooperatively with Georgetown to resolve the issue.

2.06 Effect of Mandatory Water Conservation Measures. Notwithstanding the level(s) of Firm Service determined in this Agreement, Georgetown acknowledges that, if Round Rock institutes mandatory water conservation measures for its customers, the level(s) of Firm Service set forth in this Agreement may be temporarily reduced in accordance with Round Rock's mandatory conservation measures as follows: If Round Rock implements Stage I, the Firm Service shall be reduced by 15%; if Round Rock implements Stage II, the Firm Service shall be reduced by 25%; and if Round Rock implements Stage III, the Firm Service shall be reduced by 50%. . Round Rock shall provide Georgetown 48 hours' written notice of the implementation of a water conversation stage.

ARTICLE THREE HIGHLANDS POINT OF DELIVERY

3.01. Meters. At the Highlands Point of Delivery, there will be two separate meter vaults with standard metering and related facilities, as shown on **Exhibit B**. The primary meter vault will be for the meter to measure the quantity of Water delivered by Round Rock to Georgetown, pursuant to the terms of this Agreement. The secondary meter vault will be for a meter to measure water delivered by Georgetown to Round Rock on an emergency basis, which will be the subject of a separate Interlocal Agreement between Georgetown and Round Rock. Round Rock will be responsible for designing and constructing both vaults, meters, and related facilities. Georgetown shall reimburse Round Rock for one-half of all costs associated with same.

3.02 Level of Firm Service. The Cities agree that the level of Firm Service provided through the Highlands at Mayfield meter shall be 1.0 million gallons per day (MGD). The Cities also agree that the Highlands at Mayfield meter shall be set so that the maximum rate of flow through the meter shall be 695 gallons per minute (GPM).

ARTICLE FOUR COUNTY ROAD 175 POINT OF DELIVERY

4.01. Meter. At the County Road 175 Point of Delivery, there will be one vault with a standard meter and related facilities, as shown on **Exhibit C**. The meter vault will be for a meter to measure the quantity of Water delivered by Round Rock to Georgetown, pursuant to the terms of this Agreement. Round Rock will be responsible for designing and constructing the vault, meter, and related facilities. Georgetown shall reimburse Round Rock for one-half of all costs associated with same.

4.02 Level of Firm Service. The Cities agree that the initial level of Firm Service provided through the County Road 175 Point of Delivery shall be 3.0 MGD. The Cities also agree that the County Road 175 Meter shall be set so that the maximum rate of flow through the meter shall be 2,085 GPM.

ARTICLE FIVE WATER RATES

5.01 Rates for Water Service. The rate for Water Service shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water delivered to Georgetown.

5.02 Monthly Base Charges.

(a) Highlands at Mayfield. The initial monthly base charge for the water delivered through the Highlands at Mayfield Point of Delivery shall be \$14,510 for each calendar month. The monthly base charge will start June, 2020, or when Georgetown starts taking water at the Highlands at Mayfield Point of Delivery, whichever first occurs.

(b) County Road 175. The initial monthly base charge for the water delivered through the County Road 175 Point of Delivery shall be \$43,530 for each calendar month. The monthly base charge will start June, 2022, or when Georgetown starts taking water at the County Road 175 Point of Delivery, whichever first occurs.

5.03 Volumetric Charge. The initial volumetric charge for water delivered at both points of delivery shall be \$1.16 per 1,000 gallons of water delivered to Georgetown.

5.04 Rate Review and Amendment. The rates set by Round Rock and charged to Georgetown shall be reasonable and may be reviewed and/or amended from time to time and shall be based on a cost of service study performed by Round Rock. Round Rock may include a rate of return in its rates equal to 10 percent of its actual cost. At Georgetown's request, Round Rock agrees to provide Georgetown with a copy of the rate study that derived the new rates. Round Rock agrees to provide Georgetown at least 60 days written notice of an estimated amount of any proposed rate increase. If Round Rock proposes to increase any of the rates set forth in this Agreement, the revised rate(s) shall be adopted by the Round Rock City Council and Round Rock shall promptly provide Georgetown written notice of the adopted rate(s). Georgetown shall have 60 days after the adoption of the revised rate(s) to either accept the increased rates in writing or terminate this Agreement.

ARTICLE SIX AS AVAILABLE SERVICE

6.01. As Available Service. To the extent Water Service is available from the Round Rock system in excess of the Firm Service at one or both Point(s) of Delivery, Georgetown may request via email or phone call to the Round Rock Control Center on a daily basis and, to the extent Round Rock determines such additional water service is available, Round Rock agrees to provide As Available Service to Georgetown at one or both Point(s) of Delivery by adjusting the valve position(s), subject to the conditions set forth in this Section.

6.02. Volumetric Rates for As Available Service. All Water Service at a Point of Delivery which exceeds the approved level of Firm Service determined in accordance with the foregoing procedures shall be considered As Available Service. The volumetric charge for As Available Service shall be \$1.16 per 1,000 gallons delivered to Georgetown.

6.03 Reducing As Available Service. Round Rock may terminate or reduce such As Available Service at any time during the term of this Agreement by providing Georgetown with twenty-four (24) hours written notice of such termination or reduction. Such notice shall be communicated by either telephone or email to Georgetown's Control Center. If the notice is given by telephone, it shall be confirmed by email within 24 hours. Such notice shall contain the following:

- (a) a statement indicating the termination or reduction of As Available Service;
- (b) in the case of a reduction of As Available Service, the estimated amount of the reduction in As Available Service; and

- (c) the estimated duration of such termination or reduction of As Available Service.

ARTICLE SEVEN GENERAL PROVISIONS

7.01. Authority. This Agreement is made pursuant to the authority conferred by V.T.C.A. Government Code, Chapter 791, and V.T.C.A. Local Government Code Secs. 402.001 and 402.017. The limitations stated herein shall not be construed as a delegation by either Georgetown or Round Rock of any governmental authority or power but rather shall be construed as a contractual requirement

7.02. Payments from Current Revenues. All payments, if any, required to be made by a governmental entity hereunder shall be payable from current revenues or other funds lawfully available for such purpose. The obligation of Georgetown to make payments to Round Rock does not constitute a general obligation or indebtedness of Georgetown for which Georgetown is obligated to levy or pledge any form of taxation.

7.03. Force Majeure. If, by reason of Force Majeure (as hereinafter defined), any party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party shall give written notice of the particulars of such Force Majeure to the other party or within a reasonable time after the occurrence thereof.

The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such party shall in good faith exercise its best efforts to remove and overcome such inability. Payment obligations shall not be considered to be affected by Force Majeure.

The term "Force Majeure" as utilized herein shall mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability.

7.04 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

7.05 Entire Agreement. This Agreement contains the entire Agreement of the Cities and supersedes all prior or contemporaneous, understandings and representations, whether oral or written, respecting the subject matter hereof.

7.06 Amendments. Any amendment hereof must be in writing and signed by the authorized representative of each party hereto.

7.07 No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Cities.

7.08 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Cities and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

7.09 Assignment. The rights and obligations of a party arising under this Agreement shall not be assignable.

7.10 Applicable Law. This Agreement shall be construed under and in accordance with Texas law.

7.11 Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

7.12 Conflict. If there is a conflict between Round Rock's policies, ordinances, or other contracts and this Agreement, the provisions of this Agreement shall control.

7.13 Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

GEORGETOWN:

Georgetown City Hall
808 Martin Luther King Jr. St.
Georgetown, TX 78626
Attn: Mayor
Telephone: (512) 930-3651
Email: cs@georgetown.org

with copy to:

Georgetown West Side Service Center
5501 Williams Dr.
Georgetown, Texas ~~78787~~ 78628
Attn: Director of Water Utilities
Telephone: (512) 930-2574
Email: GUSControlCenter@georgetown.org

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5410

with copy to:

Stephan L. Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877

The Parties shall have the right at any time to change their respective addresses by giving written notice of same to the other party.

7.14 Multiple Originals. This Agreement may be executed in multiple originals each of equal dignity.

7.15 Term of Agreement. This Agreement shall be for a term of 10 years from the Effective Date. This Agreement may be renewed or extended by mutual agreement of the Parties in writing for such additional periods as may be approved by the governing bodies of Round Rock and Georgetown.

7.16 Termination. This Agreement may be terminated by mutual agreement of the parties., Round Rock shall have the option of terminating this Agreement any time after five years by giving Georgetown one-year written notice of its exercise of the option. Georgetown shall have the option of terminating this Agreement any time after one year by giving Round Rock one-year written notice of its exercise of the option. Pursuant to Section 5.04 of this Agreement, Georgetown also has the right to terminate this Agreement in response to a rate increase adopted by the Round Rock City Council No later than 30 days before the termination of this Agreement, the Cities will coordinate with each other with regard to the disconnection between Georgetown's and Round Rock's Water system in a manner acceptable to the Cities. Whichever City terminates the Agreement will be responsible for the costs of such disconnection.

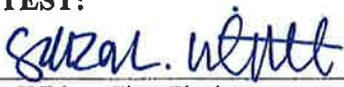
7.17 Default. In the event that one party believes that the other party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

7.18 Effective Date. This Agreement shall be effective from and after the ____ day of _____, 2020.

IN WITNESS WHEREOF, the authorized representatives of Round Rock and Georgetown have executed this Agreement as of the date(s) shown below.

CITY OF ROUND ROCK:

ATTEST:


Sara White, City Clerk

By: 
Craig Morgan, Mayor

Date: 3.12.2020

ATTEST:

Robyn Densmore
Robyn Densmore, City Secretary

CITY OF GEORGETOWN:

By: Dale Ross
Dale Ross, Mayor

Date: March 24, 2020

APPROVED AS TO FORM:

By: Charlie McNabb
Charlie McNabb, City Attorney

Date: March 25, 2020

Date: 7/12/2019



WATERLINES

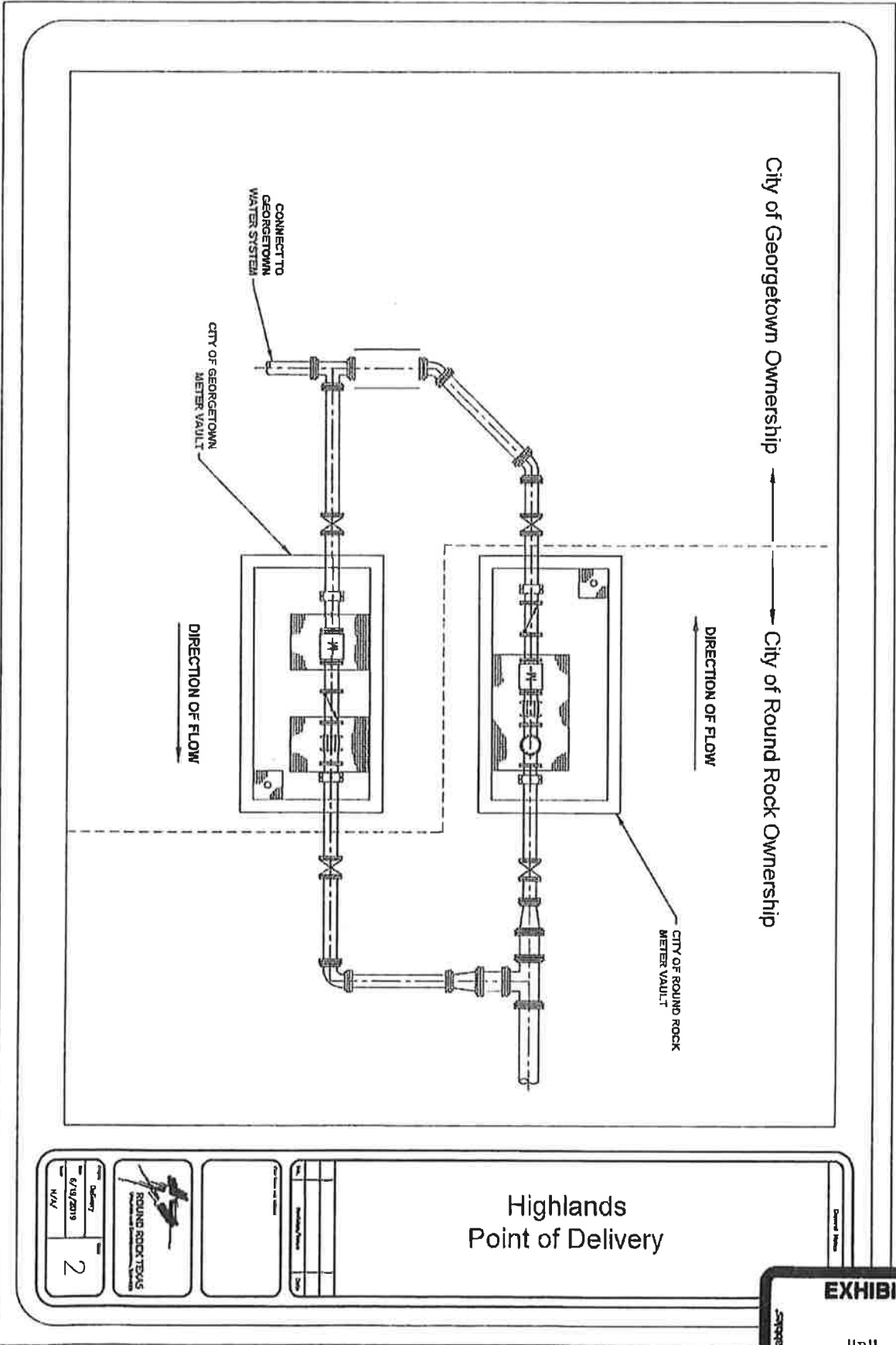
POINT OF DELIVERY LOCATION MAP



EXHIBIT

"A"



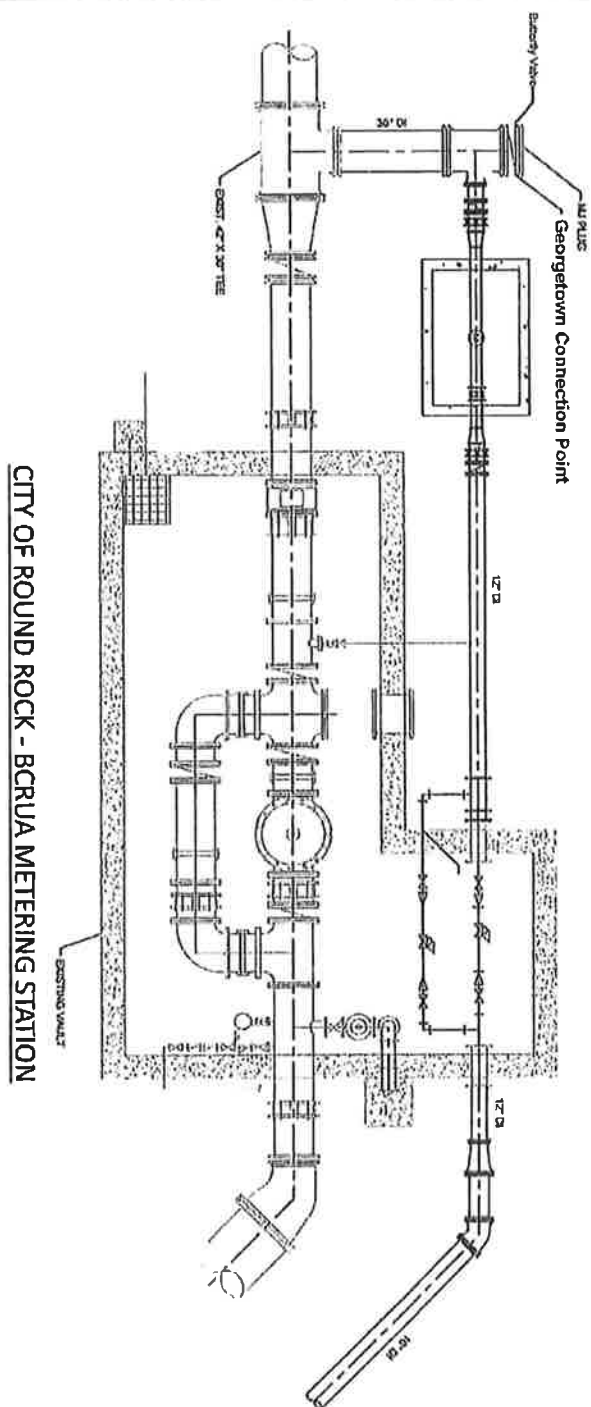


Highlands
Point of Delivery

EXHIBIT

"B"

	Delivery 6/15/2019 N/A	2
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Note 1 ~ Point of Delivery for Georgetown to be after the 30-inch butterfly valve. Georgetown will be responsible for installing a new water meter after the connection point.

County Road 175
Point of Delivery

EXHIBIT

"6"

5/19/94



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Plummer Associates, Inc. for the Brushy Creek East Regional Wastewater Treatment Plant Tertiary Filters project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost: \$506,672.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-300

Since the Brushy Creek East Regional Wastewater Treatment Plant (WWTP) upset caused by the winter storm Uri in February of 2021, the East WWTP has experienced treatment process issues. Some have been caused by hydraulic overloading starting in May and June of 2021 while others have been compounded by the large expansion project which began in June 2020, and is still currently underway. There have been impacts to Brushy Creek past the WWTP discharge effluent outfall, and reported permit violations resulting in the WWTP being under evaluation by the Texas Commission on Environmental Quality (TCEQ).

The East WWTP discharge permit with the TCEQ will be expiring in May 2023. The partner Cities that own capacity in the WWTP will be applying for a permit renewal by November of this year. With all of the focus on the East WWTP, there is a possibility that the permit will be renewed with even higher treatment requirements when it is issued by the TCEQ. These parameters will possibly include 5 milligrams per liter (mg/l) Total Suspended Solids (TSS), 5 mg/l Chemical Biological Oxygen Demand (CBOD), 2 mg/l Ammonia Nitrogen, and 0.5 mg/l Phosphorous once the plant receives flows over 25 million gallons per day (MGD) based on its annual average flows. TCEQ rules require that any treatment facility with a 5, 5, 2, 0.5 discharge permit will be required to have sufficient filter capacity up to its permitted amount of flow, or in this case 30 MGD of filtration capacity. The current expansion project will provide seven MGD of filtration capacity that is used to make Type I reuse water for the City of Round Rock's Reuse Water System.

This project includes an engineering analysis to determine how the remaining MGD of filtration capacity

will be added, and complete up to 30 percent of final engineering design for the additional filters. Plummer Associates were selected because of their intimate knowledge of the East WWTP after designing and performing construction phase services for the expansion of the WWTP currently underway. The additional filter capacity is estimated to cost approximately \$25 million which will be shared by the partner Cities based on their post expansion project capacity ownership in the WWTP.

Cost: \$506,672

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2022-300

WHEREAS, the City of Round Rock desires to retain engineering services for the BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER), and

WHEREAS, Plummer Associates, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Plummer Associates, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Plummer Associates, Inc. for the BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER), a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES**

FIRM: PLUMMER ASSOCIATES, INC. (“Engineer”)
ADDRESS: 6300 La Calma Drive, Suite 400, Austin, TX 78752
PROJECT: BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into on this the ____ day of _____, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as “City”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Five Hundred Six Thousand Six Hundred Seventy-Two and No/100 Dollars, (\$506,672.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services." Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7

NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8

PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

David Freireich, PE
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 671-2756

Mobile Number (512) 563-1121
Fax Number N/A
Email Address dfreireich@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Perran Hutton, PE
Project Manager
6300 La Calma Drive, Suite 400
Austin, TX 78752
Telephone Number (512) 687-2170
Fax Number N/A
Email Address phutton@plummer.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13

SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(3) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

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

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

- (b) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City’s Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled “Certificates of Insurance.”

ARTICLE 27

COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29

SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Perran Hutton, PE
Project Manager
6300 La Calma Drive, Suite 400
Austin, TX 78752

ARTICLE 33

GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature page follows]

PLUMMER ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Meagan Spinks, City Clerk

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

Exhibit A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend kickoff meeting and progress meetings as needed.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous information and any other data relative to the Project at the ENGINEER's disposal.
- Provide digital design files or any records available which would assist in the completion of the project development.
- Timely review and comment on the draft Report.

Exhibit B

Engineering Services

Engineering Services to be provided:

Background

The Brushy Creek East Regional Wastewater Treatment Plant (Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS) who are the Cities of Round Rock, Cedar Park, and Austin (Owner). The City of Leander will become a part owner on completion of the current 10 MGD expansion project to the Plant. The engineering team, led by Prime consultant Plummer Associates, consultants Freese & Nichols, and K. Friese & Associates (Engineer) designed the most recent 10 MGD expansion, which is currently in the construction phase. As part of this expansion the Plant will gain the ability to filter close to one-quarter of the average daily final effluent (prior to disinfection) flow.

The purpose of this scope of services is to prepare a preliminary engineering report (PER), to review the associated design and construction work components required to add full 30 MGD (average flow) filtration capacity to the Plant effluent, prior to disinfection. Therefore, giving the Owner additional tertiary treatment capabilities, providing a physical barrier post biological treatment to enhance the effluent quality and robustness of the current treatment process.

Task 0 – Technical Memorandum and Support during TCEQ Meetings

Plummer to assist the Owner in developing conceptual options moving forward to help address current concerns with creek water quality. Due to excessive flows arriving at the Plant, in conjunction with loss of some automation and altered treatment flow paths during construction activities, the Plant's biological process has become upset resulting in some effluent failures. Requiring additional engineering support as follows:

- Collection and review of Plant water quality and flow data
- Preparing two (2) presentations for the Owner (Partner Cities) outlining the current issues, the benefits of additional effluent filtration, preparing conceptual layouts and opinion of probable construction costs.
- Coordination with filter equipment vendors.
- Two (2) visits to the Plant site and creek to support the Owner in discussions with the TCEQ enforcement division.
- Preparation of a technical memorandum presenting data and alternatives on filtration as well as creek remediation actions.

Deliverable:

- Powerpoint Presentation x 2
- Electronic copy of Technical Memorandum

Task 1 – Project Management, Coordination and Quality Control

- Attend a project kickoff coordination meeting with Owner and subconsultants.
- Provide a project schedule outlining major task dates and durations, deliverables, and review.
- Regular coordination meetings between disciplines and engineering sub consultants
- Perform general project management activities including invoicing, correspondence, filing,

quality assurance and quality control.

- Quality control and review of design layouts and calculations for all disciplines.

Assumptions:

- Kickoff meetings and workshop to be held at the CORR offices.
- CORR with coordinate the Owner attendance.
- Engineer to provide agenda and facilitate the meeting.

Meetings/Workshops: One kickoff meeting and one workshop on completion of a draft report

Deliverable: Meeting notes, and project schedule in PDF format.

Task 2 – Evaluate Effluent Solids Loading data

Provide a list of data needs to include, but not necessarily be limited to, the types of data listed below. Review the data provided.

- Existing Plant effluent total suspended solids and BOD5 from existing trains (5 years) – to ignore periods of plant upset in late 2021 and 2022.
- Review final effluent flow data (5 years), plot against total suspended solids (TSS) and biological oxygen demand (BOD5) for loading calculations – as above
- Design and Initiate sampling plan with Owner assistance to sample the new treatment train to compare expected effluent quality at final build out
- Review existing UVT or turbidity data available from the Plant (5 years), prepare and gather UVT data from Train 3 BNR process (1 month). Include allowance by modeling for new chemical (alum) addition effects on effluent.
- Determine the loadings and expected percent removal required to meet more stringent permit limits (this will inform work with vendor(s))
- Review impacts of increased backwash effluent to existing process

Deliverable: Data and calculations included in final report production.

Task 3 – Hydraulic Model Update & Scenarios

Understanding the hydraulics are key to achieving the Owners goals for the project listed below;

- Providing an effluent filtration design that would work at the 30 MGD average daily flow (hydraulics) as well as allowing expansion at the future 40 MGD permit final phase.
- Filtration would allow the Owner to meet a theoretic permit limit of (average daily) 5mg/L TSS.
- Avoid significant modifications to structures already in place.
- Meet the TCEQ requirements for any new treatment unit design with the current 100-year flood elevation.
- Reduced O&M costs by utilizing gravity flow of effluent for as many conditions as possible.
- The preferred option for any required pumping or lift-station would be to limit its footprint and overall size as much as possible. Then to add some form of multifunctionality so it has a greater benefit to the plant.
- Phasing the construction of an effluent pump station to a later date if possible.

A hydraulic model was developed as part of the previous engineering work for the 10 MGD expansion. This task requires creating a new set of conditions within the existing model to account for the head loss incurred from additional filter equipment, and the associated conveyance components. It will also review how new filter capacity for the future design flow (40 MGD), located next to the existing filters, within their own basin could receive flow and how filtered effluent can proceed to UV disinfection and be utilized for the City reuse system.

The engineer will run scenarios of how much flow can be filtered, with all current units located at their existing elevation by gravity pipe flow to a new filter structure, and then to UV disinfection. Determine at what flows and creek level this is possible and if conveyance improvements can aide this.

The engineer understands that gravity flow will not work for all future flow scenarios, so will explore the option of re-lifting flow prior to, or post effluent filtration (when gravity hydraulics no longer work). The engineer will look at the hydraulics of utilizing or re-purposing the current effluent filter re-lift station as well as the NPW pump location at the end of the UV and CCB.

The final task will be to conduct a review meeting with the Owner to discuss the hydraulic model scenario outcomes prior to proceeding forward with Tasks 4-7.

Assumptions:

- The hydraulic model will be in the form of equations within Excel sheets.
- The existing expansion design model and finished elevations will be constructed as shown in the conformed drawings.
- The model will work to analyze a future average daily flow of 40 MGD to be filtered and disinfected.
- The work will assume the current peaking factor of 3 x.
- The existing flood elevation as set in 2020 will be assumed to be valid for the current and future 40 MGD condition.

Deliverable:

- Review meeting with the Owner to discuss hydraulic model outcomes.
- Profile images as PDF figures.
- Summary of the findings within the draft and final reports.

Task 4 – Evaluate Filter Equipment Options & Layouts

The engineer will review the filter equipment required for 30 MGD and 40 MGD expansion design, determine a footprint and corresponding basin sizing for all associated equipment. A minimum of two (2) manufacturers will be included should the Owner wish to have a competitively bid pre-purchase phase. Conceptual yard piping arrangements will also be shown for evaluation.

The filter elevations and yard piping (conveyance) requirements will also be determined by the outcomes of Task 3.

Assumptions:

- All proposed filtration equipment will go into a new concrete basin constructed for that specific design. It will be located in close proximity to the existing filters to use space efficiently.
- The existing filter equipment and basins will remain in place and can become part of the ultimate filtration capacity design (unless Task 3 determines this is not hydraulically possible)
- Any design will need to be protected against the 100-year flood event (plus 1'-0").
- Yard piping and conveyance schematic layouts.
- Create an electrical load schedule for the additional filters, compare this to existing power capacity available.
- Review the control systems requirements and prepare preliminary P&IDs and control narratives for review discussion at a workshop.

Deliverable:

- Figures showing plan view layouts and piping schematics for 2 options.
- Package and review technical data received from vendors.
- Summary and figures included within the draft and final PER

Task 5 – Evaluate Process Options for Plant Hydraulics

Some conceptual work was performed reviewing an effluent pumping station in the 2018 PER for the current 10 MGD expansion project. This work needs to be revisited based on the hydraulic analysis and scope in Task 3. The previous hydraulic profile (downstream of the UV reactor currently under construction), while considering the new flood elevation which has since come into effect. An analysis of re-lift pump station options, alongside using existing infrastructure will be developed based on work in task 3 and task 4, to ensure that filtered and disinfected effluent can exit the plant under peak flow conditions with a 100-year flood event. Discussions with the Owner after the hydraulics (Task 3) will enable more detailed concepts;

- Develop system curves and conceptual pump types and sizing for layout purposes.
- Conceptual layout (plan view) of re-lift pump station and/or conveyance considering future expansion requirements.

Assumptions:

- Only 100-year floodplain will be reviewed and evaluated
- Impacts of new structures or modifications to existing structures to the floodplain are not included in this scope
- Design of additional UV disinfection capacity is not included in this scope

Deliverable:

- PER report to include conceptual layouts.
- Recommendations for detailed design.

Task 6 – Opinion of Probable Construction Costs Comparison

Develop an OPCC for the above described project and options:

- Evaluate and develop an AACE Class 5 Cost Opinion for the below options;
 - 2 different filter layouts
 - Cost of new basin and other civil construction
 - Yard Piping and conveyance
 - Cost of other hydraulic improvements required (pumping)
 - EI&C to cover generic options above

Deliverable: Tables detailing Class 5 breakdown of costs options, included in the PER as its own chapter.

Task 7 – Draft & Final Report Production

Preliminary Engineering Report (PER): Applicable PER sections will be prepared summarizing the investigation and recommendations. At a minimum the information will include:

- Discussion on the findings of the various evaluations and analyses
- Exhibits showing the conceptual layouts and schematics
- Tables summarizing calculations and key data used to make engineering decisions
- Conclusion and recommendations.
- Workshop presentation of options to the client, feedback incorporated prior to Final Report

Deliverable: Presentation for all Partners, electronic copy of the draft and final report and any appendices (including engineering seal on final)

Task 8 – Detailed Design and Bidding Documentation Initiation

[Proposing \$200,000]

Due to the accelerated project timeline the owner wishes to finish the PER and make a fast decision on the preferred option. By including additional budget to cover this scope the Engineer can be released to work on any of the following tasks before a contract amendment can go through the Owner City Council approval. The Engineer will require a separate written authorization from the Owner to proceed with this task. This amount will be deducted from the future detailed design and bidding assistance contract between the Owner and the Engineer.

- Preselection Specifications and PIDs for bidding filter and associated equipment
- Quality Control and Assurance review
- Assistance to the Owner in reviewing bids and selecting vendors
- 30% detailed design for the preferred filter layout (all disciplines)

Deliverable: *Sealed electronic specifications, sealed PID 11 x17 electronic drawings, [start working on detailed design 3D CAD models for the filtration]*

Exhibit B Scope of Services

This Exhibit A is part of the Agreement between Freese and Nichols, Inc. and Plummer for the project generally described as:

Brushy Creek Regional Wastewater Treatment System East Plant (BCE) Effluent Filter Project – PER Phase Design Phase Services

Introduction

The scope is to provide the following structural engineering services:

Task 1 – Project Management, Coordination and Quality Control

- Attend a project kickoff coordination meeting with Owner and subconsultant
 - FNI's structural design engineer to attend 1 (one) kickoff meeting virtually.
- Regular coordination meetings between disciplines and engineering sub consultants
 - FNI structural engineer and project manager to attend up to 2 (two) coordination meetings with Plummer and other subconsultants. Attendance at these meetings will be virtual.
- Attend a workshop on completion of the draft report
 - FNI's structural design engineer and project manager will virtually attend 1 (one) workshop.
- Perform general project management activities including invoicing, correspondence, filing, quality assurance and quality control.

Task 4 – Evaluate Filter Equipment Options and Layouts

- Review structural considerations for a new basin based on layouts provided by Plummer and the previous Geotechnical Report from the 10 MGD Expansion Project
 - FNI's effort will be limited to determining the structural viability and initial wall and foundation thicknesses of no more than 2 (two) layouts of a new effluent filter facility based on layout drawings provided by Plummer.
- Deliverables
 - Determine initial wall and foundation thicknesses for proposed structures to house the tertiary filters in a new concrete structure
 - Provide a write up of recommendations to be included in the Preliminary Engineering Report

Task 6 – Opinion of Probable Construction Costs (OPCC) Comparison

- Develop an OPCC for the for the structural elements of the above described project and options'
 - Provide tan OPCC for the construction of each of the two new concrete basin concepts to house the filters. The configuration of the basins used in the cost estimate will be provided by Plummer.
 - Structural cost to include new basin construction vs modifications to existing CCB
- Deliverable
 - Table detailing Class 5 breakdown of structural options costs and associated writeup to include in the PER.

Task 9 – Draft and Final Report Production

- FNI will prepare the PER report sections related to construction of a new basin to house the tertiary filters. Writeup will include:
 - Discussion of the findings of the various evaluations and analyses
 - Exhibits as needed based on layouts provided by Plummer
 - Tables summarizing calculations and key data used to make engineering decisions
 - Conclusion and recommendations related to the structural portion of the report
- Deliverables:
 - Structural writeups, exhibits and tables described above for the draft and final Preliminary Engineering Report

Compensation

Basic Services of Consultant

Engineer shall pay Consultant for Basic Services rendered under the Agreement, as supplemented by this Exhibit. Fees shall be paid per the Agreement.

Compensation for the following Services actually completed shall be paid on a lump sum basis:

Description	Lump Sum Amount	
Preliminary Engineering Services	\$	\$16,900
TOTAL LUMP SUM AMOUNT	\$	\$16,900

Cost reimbursable compensation shall be based on Consultant's personnel time at Consultant's hourly labor rates. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Consultant, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Consultant's compensation when invoicing Engineer.

**MANPOWER/BUDGET ESTIMATE
BRUSHY CREEK REGIONAL WASTEWATER TREATMENT FACILITY - EAST PLANT
EFFLUENT FILTER ADDITION PROJECT**

Task	Principal Hrs	Project Manager Hrs	QA/QC Engineer Hrs	Senior Engineer Hrs	Project Engineer Hrs	EIT Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$	% Total Fee
1 Project Management, Coordination, and Quality Control	4	36	24	8	20	20	0	4	116	\$21,760	\$100	\$21,860	20%
1.1 Project Management	4	16						4	24	\$4,360		\$4,360	
1.2 QA/QC			24						24	\$6,600		\$6,600	
1.3 Meetings		20		8	20	20			68	\$10,800	\$100	\$10,900	
4 Evaluate Filter Equipment Options and Layouts	0	8	0	0	16	24	24	0	72	\$9,440	\$0	\$9,440	9%
4.1 Yard Piping and Conveyance Schematic Layouts (3 options)		8			16	24	24		72	\$9,440		\$9,440	
5 Evaluate Effluent Pumping Station Options and Impacts to Disinfection	0	28	0	4	56	84	40	0	212	\$29,100	\$0	\$29,100	26%
5.1 Re-lift Pump Station (1 option)		8			12	16			36	\$5,200		\$5,200	
5.2 Floodplain Evaluation		4		4	8	12			28	\$4,300		\$4,300	
5.3 System and Pump Curves		4			12	16			32	\$4,500		\$4,500	
5.4 Conceptual Layouts		12			24	40	40		116	\$15,100		\$15,100	
6 Opinion of Probable Construction Costs Comparison	0	6	0	0	10	16	0	0	32	\$4,550	\$0	\$4,550	4%
6.1 Yard Piping and Conveyance		2			4	8			14	\$1,950		\$1,950	
6.2 Relift Pumping		4			6	8			18	\$2,600		\$2,600	
7 Draft & Final Report Production	0	16	0	4	20	36	12	0	88	\$12,520	\$0	\$12,520	11%
7.1 Draft Report		12		2	12	24	8		58	\$8,230		\$8,230	
7.2 Final Report		4		2	8	12	4		30	\$4,290		\$4,290	
8 Detailed Design and Bidding Documentation Initiation	0	20	20	0	44	88	52	0	224	\$32,320	\$100	\$32,420	30%
8.1 Preselection Specifications		4			12	24			40	\$5,500		\$5,500	
8.2 QA/QC			8						8	\$2,200		\$2,200	
8.3 Bid Review and Selection Assistance		4			8	12			24	\$3,400	\$100	\$3,500	
8.2 30% Detailed Design - Yard Piping		4	4		8	20	20		56	\$7,700		\$7,700	
8.3 30% Detailed Design - Re-lift Pump Station		8	8		16	32	32		96	\$13,520		\$13,520	
Total	4	108	44	16	156	252	128	4	712	\$105,140	\$200	\$105,340	

EXHIBIT C

Work Schedule

Attached Behind This Page

Proposed Effluent Filter PER Schedule

WBS	Name	Dur...	Units	Start	Finish	P	August 2022				September 2022				October 2022				November 2022				December 2022								
							4	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25		
1	0982-011-01	Stand in Project	216.00	days	5/30/2022	1/1/2023																									
2	0982-011-01:0	Technical Memonrandum & TCEQ Support	7.00	weeks	5/30/2022	7/18/2022																									
3	0982-011-01:1	Project Management, Coordination & QAQC	13.00	weeks	8/1/2022	10/31/2022		Project Management, Coordination & QAQC																							
4	0982-011-01:2	Evaluate Effluent Solids Loading Data	2.00	weeks	7/31/2022	8/14/2022		Evaluate E																							
5	0982-011-01:3	Hydraulic Model Updates	3.00	weeks	7/31/2022	8/21/2022		Hydraulic Model I																							
6	0982-011-01:4	Filter Equipment Options	5.00	weeks	8/7/2022	9/11/2022		Filter Equipment Options																							
7	0982-011-01:5	Structural Feasibility Review for Filter Options	5.00	weeks	9/11/2022	10/16/2022		Structural Feasibility Review																							
8	0982-011-01:6	Effluent Pump Station Options	5.00	weeks	8/28/2022	10/2/2022		Effluent Pump Station Options																							
9	0982-011-01:7	OPCC Comparison	2.00	weeks	9/12/2022	9/26/2022		OPCC Corr																							
10	0982-011-01:8	Preliminary Engineering Report Production	16.00	days	10/16/2022	11/1/2022																									
11	0982-011-01:8:a	Document Preparation	2.00	weeks	10/16/2022	10/30/2022		Document																							
12	0982-011-01:8:b	Workshop with Partners	0.00	weeks	11/1/2022	11/1/2022		11/1/2022																							
13	0982-011-01:9	Detailed Design & Bid Document Initiation	8.00	weeks	11/6/2022	1/1/2023		Detailed Design & Bid Document Initiation																							

EXHIBIT D

Fee Schedule

Attached Behind This Page

**City of Round Rock Brushy
Creek East Plant Effluent Filter
Project PER
Project No. 1**

Level 2 (Phase) No. and Description <i>Level 3 (Task) No. and Description</i>	Principal (hrs)	Sr. Elec Eng. (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	Total Labor		Percent of Total Fee
								Hours	Fee (\$\$\$)	
Effluent Filter Project PER	66	56	244	364	416	64	8	1,218	\$ 402,566	79.5%
A 0 Technical Memorandum & TCEQ Support	14	0	36	60	30	0	0	140	\$ 24,856	6.2%
<i>0.1 Work Already Performed</i>	14	0	36	60	30	0	0	140	\$ 24,856	6.2%
B 1 Project Management, Coordination & QA-QC	52	16	40	8	26	0	0	142	\$ 33,902	8.4%
<i>1.1 Meetings & Coordination</i>	16	0	16	0	18	0	0	50	\$ 10,634	2.6%
<i>1.2 Project Management, Invoicing and Tracking</i>	0	0	24	0	0	0	0	24	\$ 4,680	1.2%
<i>1.3 QA-QC</i>	36	16	0	8	8	0	0	68	\$ 18,588	4.6%
C 2 Evaluate Effluent Solids Loading	0	0	8	24	24	0	0	56	\$ 8,352	2.1%
<i>2.1 Data analysis and calculation</i>	0	0	8	24	24	0	0	56	\$ 8,352	2.1%
D 3 Hydraulic Model Update	0	0	28	52	24	0	0	104	\$ 16,676	4.1%
<i>3.1 Calculations</i>	0	0	20	36	24	0	0	80	\$ 12,588	3.1%
<i>3.2 Document Production and writup</i>	0	0	8	16	0	0	0	24	\$ 4,088	1.0%
E 4 Filter Equipment Options	0	24	64	104	176	40	0	408	\$ 62,232	15.5%
<i>4.1 Mechanical Equipment sizing and layouts</i>	0	0	40	60	80	0	0	180	\$ 27,280	6.8%
<i>4.2 Yard piping</i>	0	0	16	36	40	0	0	92	\$ 13,808	3.4%
<i>4.3 EI&C</i>	0	24	0	0	40	0	0	64	\$ 11,720	2.9%
<i>4.4 CAD and document production</i>	0	0	8	8	16	40	0	72	\$ 9,424	2.3%
G 5 Process Option for Plant Hydraulics	0	0	40	60	80	24	0	204	\$ 30,040	7.5%
<i>5.1 Hydraulic calculation coordination/input & layouts</i>	0	0	40	60	80	24	0	204	\$ 30,040	7.5%
H 6 OPCC Comparison	0	8	4	16	40	0	0	68	\$ 10,548	2.6%
<i>6.1 Create cost schedules</i>	0	8	4	16	40	0	0	68	\$ 10,548	2.6%
I 7 PER Production	0	8	24	40	16	0	8	96	\$ 15,960	4.0%
<i>7.1 Report</i>	0	8	24	40	16	0	8	96	\$ 15,960	4.0%
I 8 Detailed Design and Bid Document Prep	0	0	0	0	0	0	0	0	\$ 200,000	49.7%
	0	0	0	0	0	0	0	0	\$ 200,000	201.3%
Labor Rates per Hour	\$329	\$280	\$195	\$158	\$125	\$115	\$90			
Total Amounts by Labor Category	\$ 21,714	\$ 15,680	\$ 47,580	\$ 57,512	\$ 52,000	\$ 7,360	\$ 720		\$ 402,566	
Labor Category Percent of Total Labor	5.4%	3.9%	11.8%	14.3%	12.9%	1.8%	0.2%			50.3%
TOTAL EXPENSES (see breakdown below)										
Total Subconsultants								\$	103,807	
Total Reimbursables								\$	299	
Total Expenses								\$	104,106	
GRAND TOTAL - Effluent Filter Project PER								\$	506,672	

SUBCONSULTANT EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
CA	Architect Consultant	\$ -	1.10	\$ -
CC	Civil Engr Consultant	\$ -	1.10	\$ -
CE	Electrical Consultant	\$ -	1.10	\$ -
CG	Geotechnical Consultant		1.10	\$ -
CM	Mechanical Consultant	\$ -	1.10	\$ -
CO	Other Consultant	\$ -	1.10	\$ -

REIMBURSABLE EXPENSES

Code	Description	Budget (\$\$)	Markup	Fee (\$\$\$)
	Reproduction		1.15	\$ -
	Technology		1.00	\$ -
	Employee Mileage		1.15	\$ -
	Travel, Meals,	\$ 260	1.15	\$ 299
	Telecommunications		1.00	\$ -
	Shipping, Delivery, Postage		1.15	\$ -

CS	Structural Consultant	\$ -	1.10	\$ -
CY	Surveying Consultant		1.10	\$ -
C1	KFA	\$ 77,470	1.10	\$ 85,217
C2	FNI	\$ 16,900	1.10	\$ 18,590
C3			1.10	\$ -
C4		\$ -	1.10	\$ -
C5		\$ -	1.10	\$ -
C6		\$ -	1.10	\$ -
TOTAL SUBCONSULTANT EXPENSES		\$ 94,370		\$ 103,807

	Other Expenses	1.15	\$ -
	Purchased Services	1.15	\$ -
	Projectmates	1.15	\$ -
		1.15	\$ -
		1.15	\$ -
		1.15	\$ -
		1.15	\$ -
	\$ -	1.15	\$ -
TOTAL REIMBURSABLE EX	\$ 260		\$ 299

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com														
INSURED Plummer Associates, Inc. 1320 South University Drive Ste. 300 Fort Worth TX 76107	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D: Hartford Insurance Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Hartford Underwriters Insurance Company	30104	INSURER C: Hartford Accident and Indemnity Company	22357	INSURER D: Hartford Insurance Co of the Midwest	37478	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 69784616

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Coverage ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ LOC OTHER:	☒	☒	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 500,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	84UEGAC4597	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	☒	☒	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒	84WEGAS4E8D	5/13/2022	5/13/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability		☒	DPR9993421	5/9/2022	5/9/2023	Per Claim \$3,000,000 Annual Aggregate \$3,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 RE: Plummer #0982-011-01 Brushy Creek East Regional WWTP Effluent Filter Project – PER Phase

CERTIFICATE HOLDER

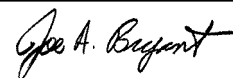
CANCELLATION

City of Round Rock
 221 E. Main St
 Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Plummer Associates, Inc.
Fort Worth, TX, TX United States

Certificate Number:
2022-926686

Date Filed:
08/25/2022

Date Acknowledged:

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

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0982-011-01
BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Davis, Alan	Fort Worth, TX United States	X	
	Young, Chris	Fort Worth, TX United States	X	
	McDonald, Ellen	Fort Worth, TX United States	X	
	Coonan, Steve	Austin, TX United States	X	
	O'Brien, Patrick	Durango, CO United States	X	
	Caffey, Jeff	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Ellen McDonald, and my date of birth is [REDACTED].

My address is 1320 S. University Dr., Suite 300, Fort Worth, TX, 76107, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 25th day of August, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Plummer Associates, Inc.
Fort Worth, TX, TX United States

Certificate Number:
2022-926686

Date Filed:
08/25/2022

Date Acknowledged:
08/26/2022

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

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0982-011-01
BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Davis, Alan	Fort Worth, TX United States	X	
	Young, Chris	Fort Worth, TX United States	X	
	McDonald, Ellen	Fort Worth, TX United States	X	
	Coonan, Steve	Austin, TX United States	X	
	O'Brien, Patrick	Durango, CO United States	X	
	Caffey, Jeff	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution approving the action of the Brushy Creek Regional Utility Authority (BCRUA) in authorizing the execution of a Contract with Thalle Construction Company for the BCRUA 36-inch Underwater Pipeline Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/8/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$427,164.95

Indexes: Regional Water Fund

Attachments: Resolution, BCRUA Resolution, Scope of Work, Work Estimate

Department: Utilities & Environmental Services

Text of Legislative File 2022-301

The Brushy Creek Regional Utility Authority (BCRUA) Phase 1, Contract 2 Raw Water Line was completed in 2012 and consists of a 36-inch diameter ductile iron pipeline laid on the lakebed of Lake Travis. The pipeline connects an underwater pipeline manifold at the floating raw water intake barge to the 78-inch diameter raw water pipeline on Trails End Road. The 36-inch diameter raw water pipeline and the raw water intake barge are a temporary raw water delivery system to provide water the BCRUA Water Treatment Plant until the Phase 2 Raw Water Delivery System comes online.

On December 21, 2020, the 36-inch diameter pipeline failed resulting in the loss of service of the BCRUA regional water system. The 36-Inch Underwater Pipeline Repair Project was conducted to repair the pipeline. The repair was completed in early May 2021 and returned the BCRUA system to service. To monitor the repair, regular inspections of the underwater pipeline have been conducted weekly, then bi-monthly, since that time.

On August 8, 2022, during one of these routine underwater inspections, a leak was discovered on the section of the 36-inch raw water pipe that was repaired in 2021. The size of the leak is estimated at 1 million gallons per day, or about 3 percent of the pipe capacity. It is unclear what caused the new leak. While the pipeline remains in service and flow is stable at this time, due to the critical nature of this pipeline, staff is recommending a repair to be completed as soon as possible. To conduct the repair, staff recommends contracting with Thalle Construction Company, BCRUA's Phase 2 deep water intake

contractor, to make the needed repairs. Staff is familiar with Thalle Construction Company's underwater marine construction experience, personnel, and equipment and recommend this contractor to perform this needed repair in a timely manner.

The anticipated cost for the repair is \$1,601,668.35 of which Round Rock is responsible or 26.67% of the cost.

Cost: \$427,164.95

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2022-301

WHEREAS, the City of Round Rock, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc., (the "BCRUA"); and

WHEREAS, the BCRUA has determined that an emergency repair is required to be completed on a 36-inch underwater pipeline; and

WHEREAS, the repair of the 36-inch underwater pipeline ("Project") is necessary to preserve or protect the public health and safety of the residents of the cities of Cedar Park, Leander, and Round Rock; and

WHEREAS, the BCRUA is under no obligation, statutory or otherwise, to advertise for bids for the Project, as such fall under the general exemption to competitive bidding requirements cited in Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the municipality's residents; and

WHEREAS, the BCRUA approved the proposal submitted by Thalle Construction Company to complete the Project; and

WHEREAS, the City desires to approve the action of the BCRUA to enter into a contract with Thalle Construction Company, Now Therefore

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

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority to enter into a contract with Thalle Construction Company for the Project.

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

RESOLVED this 8th day of September, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

RESOLUTION NO. R-22-08-24-6E

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has determined that an emergency repair is required to be completed on a 36-inch underwater pipeline; and

WHEREAS, the repair of the 36-inch underwater pipeline (“Project”) is necessary to preserve or protect the public health and safety of the residents of the cities of Cedar Park, Leander, and Round Rock; and

WHEREAS, the BCRUA is under no obligation, statutory or otherwise, to advertise for bids for the Project, as such fall under the general exemption to competitive bidding requirements cited in Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the municipality’s residents; and

WHEREAS, Thalle/SAK JV has submitted or will soon submit a proposal to complete the Project; and

WHEREAS, the BCRUA desires to enter into a contract with Thalle/SAK JV to complete the Project, Now Therefore

BE IT RESOLVED BY THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY,

That the President is hereby authorized and directed to execute on behalf of the BCRUA a contract with Thalle/SAK JV, subject to the General Manager’s and the Board Attorneys’ approval of the final language and terms of said contract.

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

RESOLVED this 24th day of August, 2022.

ANNE DUFFY, President
Brushy Creek Regional Utility Authority

ATTEST:

NA'COLE THOMPSON, Secretary

Exhibit A

Scope of Work

Landing Preparatory Work

- Mobilize equipment and materials.
- Setup staging area.
- Prepare landing site. The current plan is to launch from the end of Trails End Road.
- Stage Marine equipment.

Underwater Preparation (Single Day Shift, Line Under Pressure)

- Clear debris and cable.
- Relocate sediment to expose block using an air reverse pump that deposits the cleared material within 20 feet of the cleared location, this work creates a minimal plume.
- Install temporary restraint in the form of a cable rope placed at each end of the work zone and tightened to provide controlled restraint and energy release.
- Remove (chip) the existing concrete block that appears to be in contact with the pipe and will need to be removed in order to disassemble the coupler and inspect/prepare the pipe for the required repair.
- BCRUA line shutdown and lock out/tag out, this will be performed by the Owner and needs to be complete prior to the marine repair work discussed below.

Marine Repair (Seven Days/Week, 24-Hours/Day)

- Remove top strap from concrete anchor by torch.
- Controlled release of pipe and stored energy, performed in conjunction with the above operation to allow the pipe to “settle”.
- Remove the existing sleeve and evaluate pipe’s current condition, the existing solid sleeve will be burned off the pipe to allow inspection of the pipe for the extent of the degradation due to the high-pressure leak.

Expedited meeting with the Engineer to evaluate and discuss the existing condition and determine the exact repair procedure. Candidate repair procedures based on underwater reconnaissance are as follows:

Marine Repair Procedure One - Replacement of Existing Piece with New Spool and Single Ball Joint

- Survey the pipe and measure exact distance of the replacement.
- Remove existing pipe.
- Ground support team will cut spool and install a single ball coupler on the downstream end of pipe while prepping the upstream end for connection to the existing double ball coupling.
- Marine team will perform final prep work of the existing pipe and double ball coupling to confirm acceptability of the new spool piece.
- Install the new spool piece by lowering with a crane and bolt into place.
- Place grout bags underneath the existing CIP anchor to support pipe.
- Place H beam piles on either side of pipe this pile (designed by Engineer) will be vibro-hammered into the lake bottom to a point of refusal. Pile driving will be monitored by diver to

avoid damage to the pipeline. Sufficient pile will be on site to allow penetration to bedrock if possible.

- Install cross member support under pipe for permanent support.
- Charge the line and monitor.

Marine Repair Procedure Two - Installation of New Solid Sleeve on Existing Pipe

- Remove existing pipe.
- Perform final prep work of the existing pipe and double ball coupling to confirm acceptability of the new solid sleeve.
- Lower solid sleeve into place and install existing pipe to sleeve and reconnect to double ball coupler on upstream side.
- Place grout bags underneath the existing CIP anchor to support pipe.
- Place H beam piles on either side of pipe this pile (designed by others) will be vibro-hammered into the lake bottom to a point of refusal. Pile driving will be monitored by diver to avoid damage to the pipeline. Sufficient pile will be on site to allow penetration to bedrock if possible.
- Install cross member support under pipe for permanent support.
- Charge the line and monitor.

ISSUING OFFICE

Change Request



ATTN: Joerg Moser
Walker Partners
BCRUA Emergency Repair

Robert Farrow
10110 E. FM 917
Alvarado, Texas 76009

Project No.

Reference: [Emergency Underwater Repair](#)

Date:

[August 22, 2022](#)

Description:

[See Outline](#)

CONTRACTOR'S PROPOSAL

DESCRIPTIONAMOUNT

LABOR	\$217,346.13
MATERIALS & MISC EXPENSES	\$138,975.00
SUBCONTRACTOR OTHER	\$488,105.00

SUBTOTAL	\$844,426.13
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MARGIN	25.00%	\$211,106.53
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SUBTOTAL W/ MARGIN	\$1,055,532.66
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EQUIPMENT	\$426,437.31
	\$426,437.31

SUBTOTAL EQUIPMENT COSTS	\$426,437.31
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Insurance	0.87%	\$11,056.51
BONDS	0.68%	\$8,641.87

SUBTOTAL BONDS	\$19,698.38
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UNIT PRICE WORK

UNIT	UNIT PRICE	QUANTITY	
Is	100,000.00	1.00	\$100,000.00

SUBTOTAL UNIT PRICE WORK	\$100,000.00
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Total Cost of Change	\$1,601,668.35
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Calendar Days Time Extension Required

30

Contractor's Certification: I certify this estimate is made in good faith, and the supporting documentation is accurate and complete to the best of my knowledge and belief.

Robert Farrow
Project Manager

8/23/2022
Date

0.00

Emergency Underwater Repair

100A

See Outline

Crew Labor Costs

Activity: See Outline

Resource ID	Resource Description	QTY.	UoM	Unit Cost	Burden (55%)	Overtime	Rate	Extended Cost
FMNUTILITY	Marine Foreman	168.00	MH	\$ 55.00	1.55	0	\$ -	\$ 14,322.00
LAB1	Marine Crew (2 per shift)	336.00	MH	\$ 26.00	1.55	176	\$ 2,288.00	\$ 15,828.80
LAB3	Marine Captain	168.00	MH	\$ 42.00	1.55	88	\$ 1,848.00	\$ 12,784.80
LAB4	Land Support Foreman	168.00	MH	\$ 55.00	1.55	0	\$ -	\$ 14,322.00
OE2	Land Support skilled labor (2)	336.00	MH	\$ 26.00	1.55	176	\$ 2,288.00	\$ 15,828.80
OE3	Land Support Pipe Fitters (2)	168.00	MH	\$ 32.00	1.55	88	\$ 1,408.00	\$ 9,740.80
	Land Support Labor (2)	336.00	MH	\$ 24.00	1.55	88	\$ 1,056.00	\$ 13,555.20
SUP 5	Land Support Welder	120	MH	\$ 36.00	1.55	40	\$ 720.00	\$ 7,416.00
	Land /Marine Crane Operator	504	MH	\$ 50.00	1.55	232	\$ 5,800.00	\$ 44,860.00
	Pipe Layer		MR	\$ 38.00	1.55	NO	0.00%	\$ -
	Field Engineer	84	MR	\$ 65.00	1.55	NO	0.00%	\$ 8,463.00
	Field Sup	134	HR	\$ 65.00	1.55	NO	0.00%	\$ 13,500.50
	Safety Rep	30	MR	\$ 70.00	1.55	NO	0.00%	\$ 3,255.00
						NO	0.00%	\$ -
	Smalls Tools Modifier	0.25		\$ 173,876.90	1	NO	0.00%	\$ 43,469.23
PM	Project Manager		MH	\$ 110.00	1.55%	NO	0.00%	\$ -
		Activity		0	Subtotal:		\$	217,346.13

0.00
Emergency Underwater Repair

Emergency Underwater Repair

200A
EQUIPMENT COSTS

Activity:

200A

Resource ID	Resource Description	QTY.	UoM	Unit Cost	Markup	Taxable	Tax Rate (8.25%)	Extended Cost
3-TSRENTAL	See attached Equipment List	1.00	LS	\$ 320,028.00	1.25	YES	8.25%	\$ 426,437.31
Veh Sup			HR	\$ 7.00	N/A	NO	0.00%	\$ -
Veh Foreman			HR	\$ 7.00	N/A	NO	0.00%	\$ -
8GEN5KW			HR		N/A	NO	0.00%	\$ -
8EX03S			HR		N/A	NO	0.00%	\$ -
8EX06S			HR		N/A	NO	0.00%	\$ -
8LDR05			HR		N/A	NO	0.00%	\$ -
8PU01			HR		N/A	NO	0.00%	\$ -
8TRUCKW2			HR		N/A	NO	0.00%	\$ -
8TS3			HR		N/A	NO	0.00%	\$ -
8PUMP03E			HR		N/A	NO	0.00%	\$ -
8TOOLS01			HR		N/A	NO	0.00%	\$ -
					N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -
			HR		N/A	NO	0.00%	\$ -

Activity		200A	Subtotal:	\$ 426,437.31
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See Outline

Activity: Subcontractor Other Expenses 300A

Resource ID	Resource Description	QTY.	UoM	Unit Cost	Burden (50%)	Extended Cost
Global Mob		1.00	LS	\$ 121,846.00	N/A	\$ 121,846.00
Global Prep Crew		7.00	LS	\$ 15,799.00	N/A	\$ 110,593.00
Global 24 Hour Crew		7.00	LS	\$ 27,467.00	N/A	\$ 192,269.00
Global Breakdown Crew		3.00	LS	\$ 15,799.00	N/A	\$ 47,397.00
ROV Work		1.00	LS	\$ 16,000.00	N/A	\$ 16,000.00
OTHER			LS	\$ -	N/A	\$ -
OTHER			LS	\$ -	N/A	\$ -
OTHER			LS	\$ -	N/A	\$ -
OTHER			LS	\$ -	N/A	\$ -
OTHER			LF		N/A	\$ -
OTHER			LF		N/A	\$ -
OTHER			LS		N/A	\$ -
Pump Sub			LS		NA	\$ -
OTHER				\$ -	N/A	\$ -
SUBTOTAL SUBCONTRACTOR OTHER				300A	SUBTOTAL	\$ 488,105.00
0						

Equipment List and Fuel Costs

	Monthly	fuel/d	\$		\$/Day	D	
400amp welder	\$ 790.00	Inc.					
125 kilowatt generator	\$ 4,195.00	Inc.					
185 air compressor	\$ 1,236.00	Inc.					
3x4 jet pump high pressure xylem high pressure pump inlet fire hose output	\$ 1,975.00	Inc.					
Chain cutter 36" pipe	\$ 4,655.00						
Vibro hammer 200	\$ 11,400.00						
freight	\$ 2,640.00						
High flow hydraulic pump 25gpm							
60x40 Barge	\$ 22,067.00		200	\$ 5.15	\$ 1,030.00	17	\$ 17,510.00
60x40 7' 24" spuds							
Freight in and out	\$ 62,785.00						
Crane Ramps	\$ 22,672.43						
freight in and out	\$ 11,367.00						
Material barge 10x20 3'	\$ 9,600.00	Inc.					
freight	\$ 4,650.00						
Crane Mat's truck load of Mat's							
950 w/ forks	\$ 6,841.70		60	\$ 5.15	\$ 309.00	17	\$ 5,253.00
Tug	\$ 10,500.00		120	\$ 5.15	\$ 618.00	17	\$ 10,506.00
Survey and Freight	\$ 28,260.00						
80 ton crane-	\$ 24,820.00	inc					
Crane Mob/ Demob	\$ 21,200.00	Inc.					
Rigging by global							
Double containment fuel	\$ 1,500.00						
LED Light stands 2 ea	\$ 984.00	Inc.					
Light towers 2 ea (land)	\$ 984.00		10	\$ 5.15	\$ 51.50	17	\$ 875.50
	\$ 255,122.13					Fuel	\$ 34,144.50 \$ 289,266.63

