



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 23, 2021

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. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

E.1 [Consider approval of the minutes for the September 9, 2021 City Council meeting.](#)

E.2 [Consider an ordinance rezoning 110.54 acres located on the south side of E. Palm Valley Boulevard and west of S. Kenney Fort Boulevard from the BP \(Business Park\) zoning district to the PUD \(Planned Unit Development\) No. 132 zoning district. \(Second Reading\)](#)

F. RESOLUTIONS:

F.1 [Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.](#)

- F.2 [Consider a resolution authorizing the Mayor to execute a Meet and Confer Agreement with the Round Rock Police Association.](#)
- F.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Tech Logic Corporation for the purchase of an automated material handling system for the new library building.](#)
- F.4 [Consider a resolution authorizing the Mayor to execute a Contract with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2&3 Project.](#)
- F.5 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Creek Stormwater Modeling 2022-2023 Project.](#)
- F.6 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.](#)

G. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

H. EXECUTIVE SESSION:

- H.1 [Executive Session as authorized by §551.087 Government Code, to deliberate the offer of a financial or other incentive to a business prospect that the Council seeks to locate in the City.](#)

I. ADJOURNMENT

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

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

*§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations*

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 17th day of September 2021 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Meagan Spinks, Deputy City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the September 9, 2021 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 090921 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-21-750



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, September 9, 2021

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, September 9, 2021 in the City Council chambers located at 221 E. Main Street. Mayor Morgan called the session 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
Texas*

CITIZEN COMMUNICATION

*The following people spoke during citizen communication:
Sylvia Forbes, 3328 Vintage Drive, Round Rock spoke to the Council regarding using a portion of HOT funds for historic preservation.*

Shirley Marquardt, 2351 Masonwood Way, spoke to the Council regarding using a portion of HOT funds for historic preservation.

CONSENT AGENDA:

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

Approval of the Consent Agenda

A motion was made by Council Member Montgomery, seconded by Council Member Baker, 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

- E.1** [Consider approval of the minutes for the August 26, 2021 City Council meeting.](#)

The Minutes were approved on the Consent Agenda.

- E.2** [Consider a resolution authorizing the Mayor to execute an Agreement with SiteOne Landscape Supply for the purchase of ground maintenance equipment, parts, supplies, and installation.](#)

This item was approved on the Consent Agenda.

- E.3** [Consider a resolution authorizing the Mayor to execute an Agreement with Sunbelt Rentals, Inc. for equipment and tool rental services.](#)

This item was approved on the Consent Agenda.

- E.4** [Consider a resolution authorizing the Mayor to execute a Participation Agreement with Office Depot, LLC for the purchase of office supplies.](#)

This item was approved on the Consent Agenda.

- E.5** [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Valley View Consulting, L.L.C. for investment advisory services.](#)

This item was approved on the Consent Agenda.

- E.6** [Consider a resolution authorizing the Mayor to execute an Agreement with Ace Floor Solutions, LLC for the purchase of flooring goods and service.](#)

This item was approved on the Consent Agenda.

- E.7** [Consider a resolution authorizing the Mayor to execute an Agreement with The Goodyear Tire & Rubber Company for the purchase of tires, tubes, supplies and equipment.](#)

This item was approved on the Consent Agenda.

- E.8** [Consider a resolution authorizing the Mayor to execute an Agreement with WEX Bank for the purchase of fuel cards and related processing services.](#)

This item was approved on the Consent Agenda.

RESOLUTIONS:

- F.1** [Consider a resolution authorizing the Mayor to execute an Agreement with Lone Star Furnishings, LLC for purchase of library shelving and furniture.](#)

Michelle Cervantes, Library Director, made the staff presentation.

A motion was made by Council Member Stevens, 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

- F.2** [Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Interlocal Agreement with Capital Metropolitan Transportation Authority \(Capital Metro\) for transit services.](#)

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

- F.3** [Consider a resolution authorizing the Mayor to execute a Contract with Alpha Paving for the 2021 Street Maintenance Program B - Round Rock West and South Creek Project.](#)

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Mayor Pro-Tem Flores, 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

F.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Green Dream International LLC for the purchase of flexible aggregate materials.](#)

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

A motion was made by Council Member Stevens, 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

F.5 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the Upper Brushy Creek Water Control and Improvement District \(WCID\) regarding the Dam 101 Project.](#)

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

A motion was made by Council Member Montgomery, 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

F.6 [Consider a resolution approving the proposed BCRUA Operating Budget for Fiscal Year 2021-2022.](#)

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

A motion was made by Council Member Ortega, 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

F.7 [Consider a resolution authorizing the Mayor to execute an Agreement for the Commissioning of Artwork with Antonio Munoz for sculptures for 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

F.8 [Consider a resolution authorizing the Mayor to execute a Contract with Act Global Americas, Inc. for the Buck Egger - Turf Replacement Project 2021.](#)

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

A motion was made by Mayor Pro-Tem Flores, 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

F.9 [Consider a resolution authorizing the Mayor to execute an Agreement with Ritter, Botkin Prime Construction Company, Inc. for backstop repairs at Old Settlers Park.](#)

Rick Atkins, Parks and Recreation 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

F.10 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Caldwell Country Chevrolet, LLC for the purchase of a vehicle for the Police Department.](#)

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Mayor Pro-Tem Flores, 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

F.11 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of vehicles for the Police Department.](#)

Chad McDowell, General Services 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

F.12 [Consider a resolution determining that John King Construction, Ltd. provides the best value for the City for the Kinningham House Project and authorizing the Mayor to execute a Standard Form of Agreement.](#)

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

F.13 [Consider a resolution authorizing the Mayor to execute an Administrative Services Agreement and related documents with United HealthCare Services, Inc. for employee medical and pharmacy benefits.](#)

Valerie Francois, HR Director made the staff presentation.

A motion was made by Council Member Ortega, 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

F.14 [Consider a resolution authorizing the Mayor to execute a Benefits Solutions Administrative Services Agreement and related documents with Navia Benefit Solutions, Inc. for employee FSA benefits, COBRA and retiree billing.](#)

Valerie Francois, HR 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

F.15 [Consider a resolution authorizing the Mayor to execute a Vision Services Agreement and related documents with Community Eye Care, LLC for employee vision benefits.](#)

Valerie Francois, HR 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

- F.16** [Consider a resolution authorizing the Mayor to execute an Agreement for Administrative and Claims Payment Services and related documents with United Concordia Companies, Inc. for employee dental benefits.](#)

Valerie Francois, HR Director made the staff presentation.

A motion was made by Mayor Pro-Tem Flores, 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

- F.17** [Consider a resolution authorizing the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \\$200,000.](#)

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

ORDINANCES:**G.1** [Consider an ordinance adopting the FY 2021-2022 Annual Budget for the City of Round Rock. \(Second Reading\)](#)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Baker, to adopt the Ordinance on second reading. 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

G.2 [Consider an ordinance adopting the 2021 Property Tax Rate for the City of Round Rock. \(Second Reading\)](#)

A motion was made by Mayor Pro-Tem Flores, seconded by Council Member Montgomery, to adopt the Ordinance on second reading and that the property tax rate be increased by the adoption of the tax rate of \$0.39700, which is effectively a 2.5 percent increase in the tax rate. 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

G.3 [Consider ratifying the property tax increase reflected in the FY 2021-2022 Budget.](#)

A motion was made by Council Member Ortega, seconded by Mayor Pro-Tem Flores, to ratify the adoption of the property tax increase. 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

PRESENTATIONS:

- H.1** [Consider a presentation from Cindy Bourland regarding City of Round Rock v. Glenn Hegar in the 201st Judicial District Court of Travis County, Texas.](#)

Cindy Bourland, outside Counsel for the City of Round Rock, made the presentation to the Council and the citizens.

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- J.1** [Consider Executive Session as authorized by §551.071 Government Code relative to consultation with the city's attorneys regarding pending litigation, to wit: City of Round Rock v. Glenn Hegar in the 201st Judicial District Court of Travis County, Texas.](#)
- J.2** [Consider Executive Session as authorized by §551.072, Government Code, related to the sale of real property to wit: 1991 Rawhide Drive.](#)

The City Council recessed to executive session. Mayor Morgan called the session to order at 7:33 PM and adjourned it at 8:32 PM.

The City Council reconvened to regular session and no action was taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:34 PM.

Respectfully Submitted,

Sara White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider an ordinance rezoning 110.54 acres located on the south side of E. Palm Valley Boulevard and west of S. Kenney Fort Boulevard from the BP (Business Park) zoning district to the PUD (Planned Unit Development) No. 132 zoning district. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

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

Department: Planning & Development Services

Text of Legislative File 2021-220

This rezoning was requested by the property owners, John and Susan Harris and the Hickox Family Living Trust. The developer is Milhaus. The property was annexed into the City in 2006 and remained un-zoned until 2011, shortly before Kenney Fort Boulevard construction began. The current BP (Business Park) zoning district accommodates limited light industrial and research and development in a campus setting. The Future Land Use Map of the 2020 comprehensive plan designates the site for mixed use.

Two street stub outs along Kenney Fort Boulevard were provided with the road's construction, providing access across adjacent properties. The northernmost stub out aligns with Kalahari Boulevard and the southernmost aligns with a driveway to the Kalahari complex. The project site has no frontage along Palm Valley Boulevard (US 79) due to the Missouri-Pacific railroad tracks. There are no current plans for negotiating a crossing of the railroad to provide the site with access to Palm Valley Boulevard.

MU-G (Mixed-Use Greenfield and Large Lot) district: This district provides development standards for a comprehensive mixed-use development on a large tract of land. Mixed-use zoning for this district refers to the combining of complementary residential and commercial uses in the same building, on the same site, or in the same block.

Main Street Orientation: The standards require the development to be of an urban scale, oriented toward the pedestrian, with buildings on the main street oriented and designed towards the street.

Internal Roadways/Street Design: The roadway system is to emphasize a grid pattern that allows for pedestrian connections. Buildings are to be built along the street, with parking in front. The main street

is to be designed in accordance with the district's "Walkable Thoroughfares" standards.

·Parking/Pedestrian Access: Standards encourage a pedestrian-friendly environment by minimizing curb cuts and requiring the design of parking areas to minimize impacts to pedestrian circulation. No parking garages or surface parking lots can have a driveway on the main street. Pedestrian interconnectivity, such as sidewalks, plazas, and trails, is required between land uses.

·Building Design Standards: MU-G building design standards include orientation requirements, elevation variation, articulation, and design features, including window types, entryways, and balconies.

Land Uses: The permitted uses are divided into four categories and the allocation of each of these is indicated on the concept plan (**Exhibit 'B'**).

Retail/Office/Hotel	10% - 50%
Urban Style Multifamily	20% - 60%
Mixed Residential	0% - 30%
Single Family/Townhouse	20% - 40%

In addition, the concept plan indicates that 25 acres of the 110-acre site will be designated for parks and open space.

Roadways: There are four types of private roadways and one public roadway. As indicated on **Exhibit 'B'**, the public street will provide the two connection points to Kenney Fort Boulevard and form a loop through the site. This street will be constructed to City standards and will be dedicated as public right-of-way.

The four private roadways include the designated 'Main Street' and an internal drive, which will connect between the two parallel segments of the public street loop. These roadways, along with a pedestrian access way crossing the 'Main Street', form the block layout specified in the MU-G district. Other private roadways will serve the remainder of the site. The cross-sections for each road type are contained in **Exhibit 'C'**.

A traffic impact analysis has been prepared and is under review by the City. The land use assumptions for this study have been agreed upon. The analysis will identify the on-site public street and intersection improvements that must be constructed to serve the development. Any off-site intersection improvements identified will require a pro-rata share of the costs to be provided during the development process.

Building Design: All buildings in the Retail/Office/Hotel, Urban Style Multifamily and Mixed Residential land use categories must conform to the elevations contained in **Exhibit 'D'** and **Exhibit 'E'**. Buildings within one block of the 'Main Street' must in addition have at least 35% glazing on their ground floor primary facades. Urban style apartment buildings must have balconies for at least 25% of all units and interior stairways.

Kenney Fort Boulevard frontage: The site has an area of frontage along Kenney Fort Boulevard, most of which is not at-grade with the road due to the underpass for the Missouri-Pacific railroad tracks. This area

is designated to allow for drive through retail and restaurant services.

Single Family Housing: Several types of small lot single family units are provided for, all of which will be accessed from a rear alley or from the side of the lot. The parking requirement for these units is significantly less than the single-family requirement in the code. The PUD establishes a standard based on the number of bedrooms in a unit, with one space for a one-bedroom unit and two spaces for a unit with two or more bedrooms. These spaces can be in a garage or carport.

Maker Space: A new land use, the maker space, has been established for this development. A maker space is a building which provides areas which can be used as offices or for small-scale artisan manufacturing or fabrication such as food and bakery products, printmaking, jewelry, apparel, and woodwork or similar items. The exterior building design for this type of facility is illustrated in **Exhibit 'E'**.

Phasing of 'Main Street': Completion of construction of buildings directly adjacent to and oriented towards the Main Street will be completed prior to the beginning of construction of any units over 1,000.

Planning and Zoning Commission: The Planning and Zoning Commission held a public hearing on June 16, 2021. There were no speakers. The Commission voted 5-0 to recommend approval.

ORDINANCE NO. O-2021-220

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 110.54 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM BP (BUSINESS PARK) ZONING DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) NO. 132 ZONING DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 110.54 acres of land, out of the P.A. Holder Survey, Abstract No. 297, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from BP (Business Park) zoning district to Planned Unit Development (PUD) No. 132 zoning district, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 16th day of June, 2021, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be changed to PUD No. 132, and

WHEREAS, on the 12th day of August, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2 and, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 132 meets the following goals and objectives:

- (1) The development in PUD No. 132 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 132 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 132 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 132 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 132 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 132, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 132 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

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

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

C. 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.

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2021.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2021.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

FIELD NOTES

BEING A 110.540 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF A CALLED 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET AL IN VOLUME 2372, PAGE 112, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 5.998 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET UX, IN DOCUMENT NUMBER 2008037872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THE CALLED 0.387 ACRE TRACT (EXHIBIT A) AND CALLED 1.677 ACRE TRACT OF LAND (EXHIBIT B), BEING PORTIONS OF SAID 107.17 ACRE TRACT, CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NUMBER 2011043519, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 110.540 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 107.17 acre tract of land, being in the east line of a called 65.71 acre tract of land conveyed to Charles and Francis Dumas in Document Number 1999072826, Official Public Records of Williamson County, Texas, and described in Volume 324, Page 20, Deed Records of Williamson County, Texas, same being in the southeast line of The Union Pacific Railroad (100' R.O.W.), for the northwest corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a TXDOT Concrete Monument with brass disk found in the northwest line of said Union Pacific Railroad, being in the southeast right-of-way line of State Highway 79, known as Palm Valley Boulevard (R.O.W. Varies), bears N49°54'18"E, a distance of 420.77 feet,

THENCE, N63°37'27"E, with the southeast line of said Union Pacific Railroad, the northwest line of said 107.17 acre tract, and the north line of said 5.998 acre tract, passing at a distance of 890.93 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the westernmost corner of said 5.998 acre tract, passing at a distance of 1516.8 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the northernmost corner of said 5.998 acre tract, and continuing for a total distance of 2042.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the northwest line of said 107.17 acre tract of land, being in the southeast line of said Union Pacific Railroad, same being at the westernmost corner of said 1.677 acre save and except tract, also being at a corner in the southwest right-of-way line of Kenny Fort Boulevard (R.O.W. Varies), for the northeast corner of the herein described tract of land, and from which a 1/2 inch iron rod found at a corner in the northeast line of said Kenny Fort Boulevard, being at the northwest corner of Lot 1, Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision, recorded in Document Number 2018035349, Official Public Records of Williamson County, Texas, bears N63°37'27"E, a distance of 322.64 feet, and from said 1/2 inch iron rod found a TXDOT Concrete Monument with brass disk found in the northwest line of said Union Pacific Railroad, being in the southeast right-of-way line of State Highway 79, Palm Valley Boulevard (R.O.W. Varies), bears N53°45'50"E, a distance of 583.85 feet,

THENCE, over and across said 107.17 acre tract, with the southwest line of said 1.677 acre save and except tract and the southwest line of said Kenny Fort Boulevard, the following two (2) courses and distances, numbered 1 and 2,

- 1) S30°11'53"E, a distance of 224.88 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
- 2) S28°43'11"E, a distance of 380.91 feet to a 1/2 inch iron rod found at the southernmost corner of said 1.677 acre save and except tract, being at the northernmost corner of a called 0.037 acre tract of land (Tract 2) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, same being in the southwest line of said Kenny Fort Boulevard, also being in the east line of said 107.17 acre tract of land, for a northeastern corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the easternmost corner of said 0.037 acre tract of land, being in the southwest line of said Kenny Fort Boulevard, bears S28°39'31"E, a distance of 59.02 feet,

THENCE, S02°18'24"E, with the east line of said 107.17 acre tract of land, passing at a distance of 158.93 feet a concrete monument found with brass disk, passing at a distance of 195.99 feet a 1/2 inch iron rod found at the northwest corner of a called 4.609 acre tract of land (Tract 3) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, passing at a distance of 1045.52 feet the southernmost corner of said 4.609 acre tract, from which a 1/2 inch iron rod found 1.20 feet right of line, passing at a distance of 1133.11 feet, the northwest corner of a called 9.796 acre tract of land (Tract 4) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found 1.37 feet right of line, and continuing for a total distance of 1501.90 feet to a 1/2 inch iron rod found at a southwestern corner of said 9.796 acre tract of land, being at the northwest corner of a called 4.42 acre tract of land conveyed to Christel Elrod in Document Number 2018035934, Official Public Records of Williamson County, Texas, for an eastern corner of the herein described tract of land,

THENCE, S01°26'24"E, continuing with the east line of said 107.17 acre tract of land, passing at a distance of 600.12 feet, the southwest corner of said 4.42 acre tract of land, being at a northwestern corner of a called 12.1 acre tract of land conveyed to The City of Round Rock in Document Number 2013049009, Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found 4.19 feet left of line, passing at a distance of 612.07 feet an "X" set for reference in a concrete pathway, and continuing for a total distance of 1451.68 feet to calculated point in the approximate centerline of Brushy Creek (as located September 29, 2020), being at the southwest corner of said 12.1 acre tract of land, same being in the north line of Lot 1, Kenny Crossing, Phase 1, a subdivision recorded in Document Number 2015039988, Official Public Records of Williamson County, Texas, also being at the southeast corner of said 107.17 acre tract of land, for the southeast corner of the herein described tract of land,

THENCE, with the southern line of said 107.17 acre tract, the approximate centerline of said Brushy Creek (as located September 29, 2020), the northern line of said Kenny Crossing, Phase 1, the northern line of Lot 51, Block G, Kenny Fort, Section 1, a subdivision recorded in Document Number 2015110788, Official Public Records of Williamson County, Texas, the northern line of Lot 29, Block G, Kenny Fort, Section 2, a subdivision recorded in Document Number 2017048752, Official Public Records of Williamson County, Texas, and the northern line of Lot 1, Block F, South Creek, Section 12, a subdivision recorded in Volume L, Slide 262, Plat Records of Williamson County, Texas, the following twelve (12) courses and distances, numbered 1 through 12,

- 1) N76°53'59"W, a distance of 44.03 feet to a calculated point for corner,
- 2) N58°08'26"W, a distance of 214.18 feet to a calculated point for corner,
- 3) N42°39'10"W, a distance of 328.25 feet to a calculated point for corner,
- 4) N51°02'05"W, a distance of 172.86 feet to a calculated point for corner,
- 5) N55°22'37"W, a distance of 162.22 feet to a calculated point for corner,
- 6) N25°10'03"W, a distance of 277.88 feet to a calculated point for corner,
- 7) N39°50'56"W, a distance of 224.64 feet to a calculated point for corner,
- 8) N62°45'23"W, a distance of 193.22 feet to a calculated point for corner,
- 9) N77°05'21"W, a distance of 191.14 feet to a calculated point for corner,
- 10) N87°03'22"W, a distance of 520.27 feet to a calculated point for corner,
- 11) N81°25'16"W, a distance of 302.20 feet to a calculated point for corner, and
- 12) S80°53'43"W, a distance of 27.06 feet to a calculated point at the southwest corner of said 107.17 acre tract of land, being in the north line of said Lot 1, Block F, for the southwest corner of the herein described tract of land,

THENCE, N01°46'05"W, with the west line of said 107.17 acre tract of land, the east line of said Lot 1, Block F, the east line of a called 0.864 acre tract of land (Part 1) conveyed to The City of Round Rock in Document Number 2014015278, Official Public Records of Williamson County, Texas, and the east line of said 65.71 acre tract of land, passing at a distance of 201.31 feet, a 1/2 inch iron rod found for reference, passing at a distance of 256.90 feet an "X" set for reference in concrete pathway, and continuing for a total distance of 1385.50 feet to the **POINT OF BEGINNING** and containing 110.540 acres of land.

Surveyed by:

 21 Oct 2020

AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
AARON@cbdeng.com



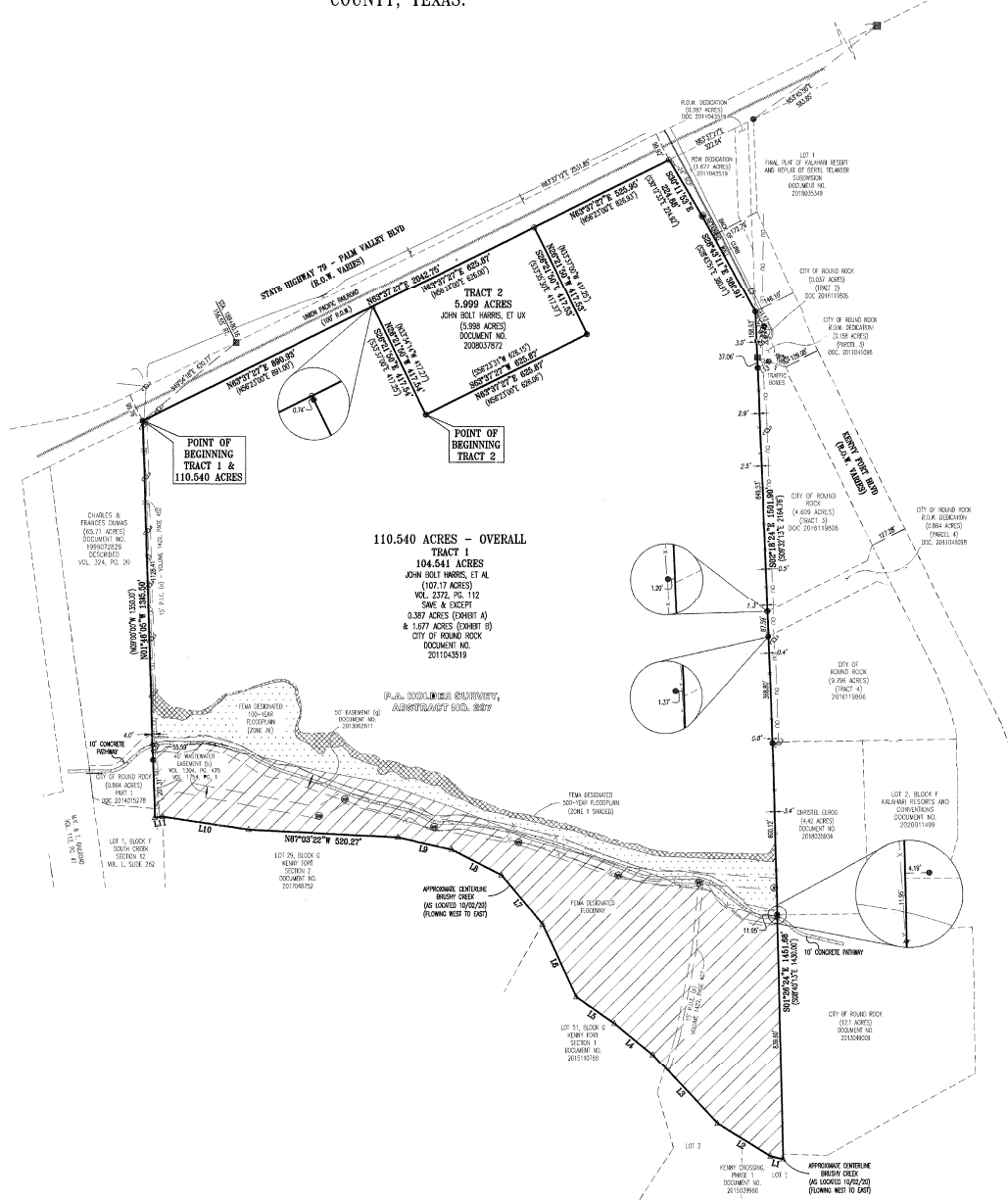
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

ALTA SURVEY OF: 110.540 ACRES OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF TRACT 1 - A 104.541 ACRE TRACT OF LAND, BEING ALL OF A CALLED 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET AL, IN VOLUME 2325, PAGE 245, CORRECTED IN VOLUME 2372, PAGE 112, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A CALLED 0.387 ACRE TRACT (EXHIBIT A) & A CALLED 1.677 ACRE TRACT (EXHIBIT B), CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NUMBER 2011043519, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND TRACT 2 - A 5.999 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET UX, IN DOCUMENT NUMBER 2008037872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 200'

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET
- "Y" SET IN CONCRETE
- CALCULATED POINT
- TOP POLE
- POWER POLE
- IRON
- WATER VALVE
- FIRE HYDRANT
- LIGHT POLE
- WATERMETER MANHOLE
- SEWERMETER MANHOLE
- WATER MANHOLE
- PRESSURE RELEASE VALVE
- OVERHEAD ELECTRIC LINE
- RAILROAD TRACKS
- FEMA FLOODPLAIN
- FEMA 100-YEAR FLOODPLAIN
- FEMA 500-YEAR FLOODPLAIN



ACCORDING TO TITLE COMMITMENT, OF NO. 201900760
EFFECTIVE DATE OCTOBER 13, 2020:

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD AS ITEMIZED BELOW:

DOCUMENT NO. 2008037872 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 2)

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS

b. PUBLIC UTILITY, WATER AND SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT DATED DECEMBER 12, 1985, RECORDED IN VOLUME 1304, PAGE 478 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID EASEMENT CONVEYED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT DATED FEBRUARY 14, 1988, RECORDED IN VOLUME 1754, PAGE 1 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 1) (SHOWN HEREON)

c. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT DATED JUNE 13, 2013, RECORDED UNDER DOCUMENT NO. 2013062611 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 1) (SHOWN HEREON)

a. PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT DATED AUGUST 1, 1986, RECORDED IN VOLUME 1422, PAGE 402 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (SHOWN HEREON)

p. PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT DATED AUGUST 1, 1986, RECORDED IN VOLUME 1422, PAGE 407 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (SHOWN HEREON)

TO: TO: MILHAUS PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY, AND HERITAGE TITLE COMPANY OF AUSTIN, INC.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/SURVEYS AND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 8, 11, 13, 14, 16, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 20, 2020.

DATE OF DRAWING: OCTOBER 21, 2020

Signature of Aaron V. Thomason
ARON V. THOMASON, PLS 0214
CARLSON, BRIGANCE & DOERING, INC.
5501 W. WILLAM CANYON DRIVE
AUSTIN, TX 78740
512-280-5100
ARON@CBDOENG.COM

ITEM #	REVISIONS	DATE
1	TITLE OBJECTIONS	11/17/20

ADDRESSING NOTE:
THE ASSIGNED ADDRESS OF THE PROPERTY PER THE WRITTEN MINUTES OF A PRE-SUBMITTAL MEETING OF DECEMBER 3, 2019 ISSUED BY THE CITY OF ROUND ROCK IS: 2701 E PALM VALLEY BLVD.

FEMA NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 884830248E, FOR TRAVIS COUNTY, TEXAS, DATED DECEMBER 20, 2018, (AS SHOWN HEREON)

ZONING NOTE:
THE SUBJECT TRACT IS CURRENTLY ZONED BUSINESS PARK (BP). ZONING INFORMATION PROVIDED IN EMAIL FROM CURRENT OWNER OF PROPERTY.

TITLE NOTE:
TOPOGRAPHICAL SURVEY SHOWN ON SHEET 2 IS PROVIDED BY ROUND ROCK DISTRICT, AND IS NOT BASED ON AN ON THE GROUND TOPOGRAPHICAL SURVEY PERFORMED BY CARLSON, BRIGANCE AND DOERING.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

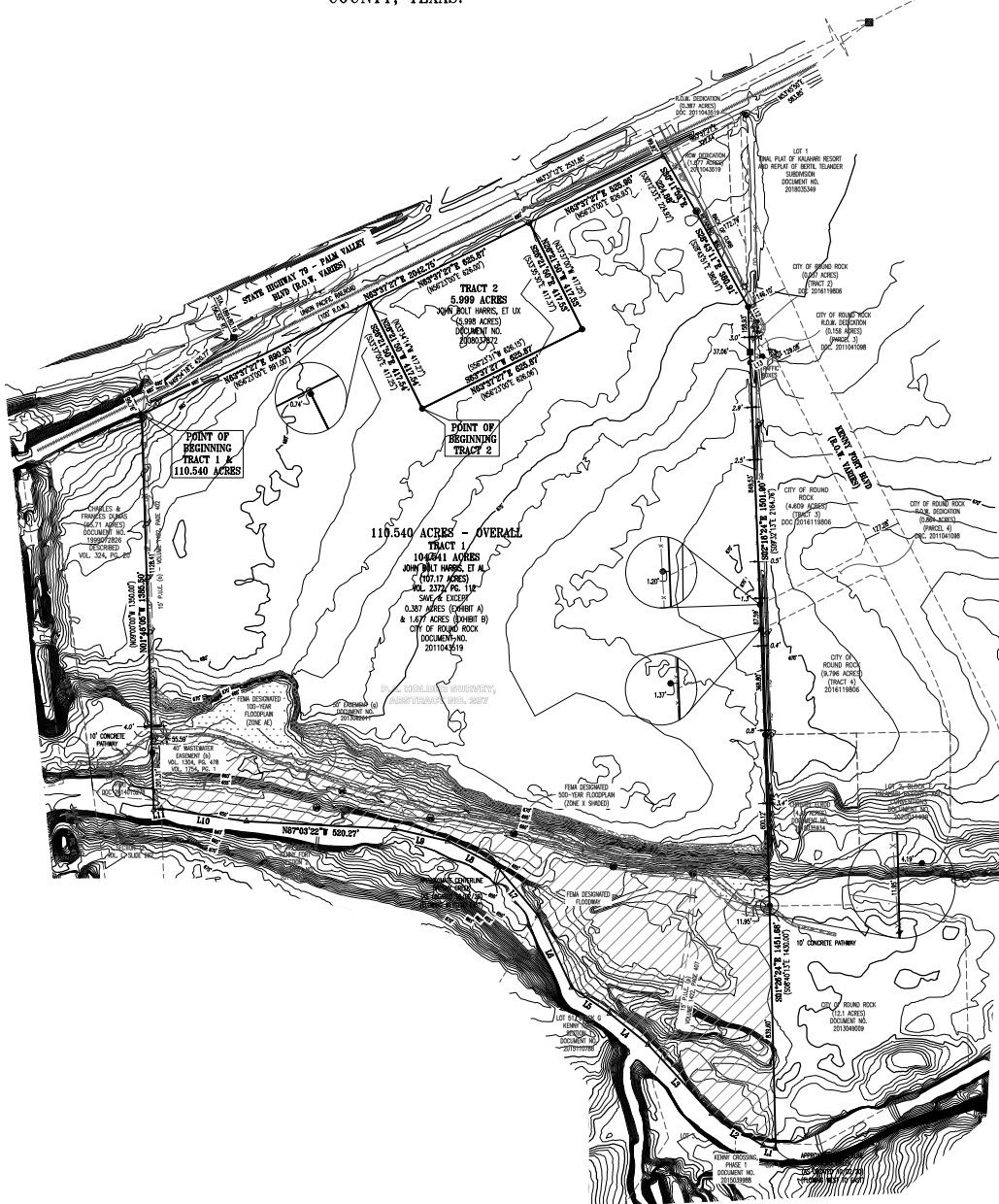
Line #	Length	Direction
11	44.82	N075°53'W
12	214.10	S00°00'W
13	238.25	N02°07'W
14	172.86	N07°02'W
15	162.22	N02°07'W
16	227.88	N02°07'W
17	224.64	N02°07'W
18	183.22	N02°07'W
19	191.14	N07°02'W
20	300.30	N07°02'W
21	27.06	S02°07'W
22	56.02	S02°07'W
23	48.40	N02°07'W

Carlson, Brigance & Doering, Inc.
P.L.L.C.
5501 West William Canyon
Austin, Texas 78747
Phone No. 512.280.5100 • Fax No. 512.280.5105
• Civil Engineering • Surveying

ALTA SURVEY OF: 110.540 ACRES OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF TRACT 1 - A 104.541 ACRE TRACT OF LAND, BEING ALL OF A CALLED 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET AL, IN VOLUME 2325, PAGE 245, CORRECTED IN VOLUME 2372, PAGE 112, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A CALLED 0.387 ACRE TRACT (EXHIBIT A) & A CALLED 1.677 ACRE TRACT (EXHIBIT B), CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NUMBER 2011043519, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND TRACT 2 - A 5.999 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET UX, IN DOCUMENT NUMBER 2008037872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



- LEGEND**
- CONCRETE MONUMENT FOUND
 - 1/2" IRON ROD FOUND
 - 1/2" CAPED IRON ROD SET
 - "X" SET IN CONCRETE
 - CALCULATED POINT
 - QUIP POLE
 - POWER POLE
 - SDN
 - WATER VALVE
 - FIRE HYDRANT
 - LIGHT POLE
 - WATERMETER MANHOLE
 - STORMWATER MANHOLE
 - WATER MANHOLE
 - PRESSURE RELEASE VALVE
 - OVERHEAD ELECTRIC LINE
 - WIRE FENCE
 - RAILROAD TRACKS
 - FEMA FLOODPLAIN
 - FEMA 100-YEAR FLOODPLAIN
 - FEMA 500-YEAR FLOODPLAIN



Line #	Length	Bearing
11	44.83	N09°53'07"W
12	214.16	N09°50'26"W
13	328.26	N02°57'09"W
14	172.86	N09°50'26"W
15	162.22	N02°57'09"W
16	277.88	N09°50'26"W
17	224.64	N09°50'26"W
18	183.22	N02°57'09"W
19	191.14	N07°02'21"W
110	302.20	N07°25'16"W
111	27.86	S08°57'47"W
112	58.02	S08°39'41"E
113	44.40	N02°47'44"E

FEMA NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 58010C000E, FOR TRAVIS COUNTY, TEXAS, DATED DECEMBER 20, 2018. (AS SHOWN HEREON)

ZONING NOTE:
THE SUBJECT TRACT IS CURRENTLY ZONED BUSINESS PARK (BP). ZONING INFORMATION PROVIDED IN EMAIL FROM CURRENT OWNER OF PROPERTY.

TRIP NOTE: TOPOGRAPHICAL SURVEY SHOWN ON SHEET 2 IS PROVIDED BY ROUND ROCK GIS DEPARTMENT, AND IS NOT BASED ON ANY ON THE GROUND TOPOGRAPHICAL SURVEY PERFORMED BY CARLSON, BRIGANCE & DOERING.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

CITY OF ROUND ROCK
LIDAR TOPOGRAPHICAL SURVEY
SHEET 2 OF 2



\\AC30\\5193-048\\dwg\\ALTA SURVEY - 110.540 ACRES - SHEET 2 - TOPO

**EXHIBIT
"B"**

**KENNEY FORT NORTH
PLANNED UNIT DEVELOPMENT NO. 132**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this “**Plan**”) is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the “**City**”). For purposes of this Plan, the term **Owner** shall mean John & Susan Harris and the Hickox Family Living Trust; as its respective interests may appear in the respective portions of the hereinafter described property; and its respective successors and designated assigns. Upon sale, transfer or conveyance of portions of the hereinafter described property by a respective Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties and obligations hereunder, the respective Owner shall have no further liability relating to the respective property so sold and conveyed.

WHEREAS, the Owner is the owner of certain real property consisting of 110.54 acres, as more particularly described in **Exhibit “A” (Legal Description)**, (herein after referred to as the “**Property**”) attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Unit Development (the “**PUD**”); and

WHEREAS, pursuant to Part III, Section 10-22 of the Code of Ordinances of the City of Round Rock, Texas, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on June 16, 2021 the City’s Planning and Zoning Commission recommended approval of the Owner’s application for PUD zoning; and

WHEREAS, the City Council has reviewed the proposed Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II.10.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Part II, Section 1-9, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

4.2. Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II. DEVELOPMENT STANDARDS

1. DEFINITIONS

1.1. Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as “the Code.”

1.2. The following terms shall apply to all types of roadways, private or public, as identified in Section 7.3:

- (1) Street yard
- (2) Off-street
- (3) Setback from street

2. PROPERTY

This Plan covers approximately 110.54 acres of land, located within the City of Round Rock, Texas, and more particularly described in **Exhibit “A”**.

3. PURPOSE

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning Ordinance

All aspects not specifically covered by this PUD shall be regulated by the **MU-G (Mixed Use – Greenfield)** zoning district, Section 2-75 of the Code. If there is a conflict between this PUD and the Code of Ordinances, this PUD shall supersede the specific conflicting provisions of the Code of Ordinances.

4.2. Other Ordinances

All other Ordinances within the Code of Ordinances, as applicable and as amended, shall apply to the Property, except as clearly modified by this PUD. In the event of a conflict, the terms of this PUD shall control.

5. CONCEPT PLAN

The site layout contained in **Exhibit “B”** shall serve as the Concept Plan required by Section 10-26 of the Code.

6. LAND USES

6.1. Permitted Uses

Uses are permitted according to the allocation identified in **Exhibit “B”** and further described below.

- (1) Retail/Office/Hotel:
 - (a) Place of Worship
 - (b) Day Care
 - (c) Park, Community
 - (d) Park, Linear/Linkage

- (e) Park, Neighborhood
 - (f) Bed and Breakfast
 - (g) Cosmetic Services
 - (h) Event Center
 - (i) Hotel/ Motel/ Lodging
 - (j) Indoor Entertainment Activities
 - (k) Microbrewery (with annual production not exceeding 6,000 barrels)
 - (l) Microbrewery (with annual production between 6,000 – 15,000 barrels)
 - (m) Office
 - (n) Office, Medical
 - (o) Maker Space, defined as a facility which provides for small-scale artisan manufacturing or fabrication including but not limited to food and bakery products; printmaking; leather products; jewelry and clothing/apparel; metal work; woodwork; furniture; and glass or ceramic production.
 - (p) Outdoor Entertainment, no Special Exception required
 - (q) Restaurant/Bar
 - (r) Restaurants with Outdoor Cooking Areas
 - (s) Restaurant with drive through service, in accordance with Section 6.2 of this Plan.
 - (t) Retail Sales and Services
 - (u) Retail with drive through service, in accordance with Section 6.2 of this Plan.
 - (v) Sports Training Facilities/Specialty Gyms
 - (w) Veterinary Clinics, small animals
 - (x) Food Trucks / Market
- (2) Urban Style Multifamily:
- (a) Amenity Center
 - (b) Apartment
 - (c) Mixed Use building with the following uses permitted on the ground floor:
 - i. Apartment
 - ii. Retail Sales and Services
 - iii. Restaurant/ Bar
 - iv. Restaurants with Outdoor Cooking Areas
 - v. Office
 - vi. Office/ Medical
 - vii. Cosmetic Services
 - (d) Live/Work Units
- (3) Mixed Residential:
- (a) Townhouse – Common Lot
 - (b) Multifamily Common Lot Cottage: Residential housing product that includes detached and attached single family units. A maximum of two units may be attached in the same building. The units are arranged around a common parking area, alley or private drive and walkways similar to an apartment complex. Amenity features and common maintenance are provided for residents.

- (c) Senior Living
- (4) Single-Family and Townhouse:
 - (a) Accessory Dwelling Units
 - (b) Single-Family, Zero Lot Line – driveway access from alley or side Private roadway
 - (c) Single-Family, Village Residential - driveway access from alley or side Private roadway
 - (d) Single-Family Detached – Small Lot - driveway access from alley or side Private roadway
 - (e) Townhouse – Single-lot (fee simple units) - driveway access from alley or side Private roadway

6.2. Supplementary Use Standards

- (1) Retail with drive through service
 - (a) Permitted only on lots within 250 feet of Kenney Fort Boulevard including compliance with:
 - i. Only one (1) business on a block shall have a drive-through.
 - ii. Off-street vehicle stacking spaces are prohibited in any front street yard and shall otherwise meet the standards in the Code for vehicle stacking areas.
 - iii. Vehicular entrances and exits shall be no wider than the minimum required for one (1) vehicle and shall be in accordance with the City of Round Rock Design and Construction Standards.
- (2) Restaurant with drive through service
 - (a) Permitted only on lots within 250 feet of Kenney Fort Boulevard, including compliance with:
 - i. May not occupy more than 50 percent of the gross floor area of a single-story building. For multi-story buildings, the principal use may occupy the entire first floor.
 - ii. Drive-throughs shall be part of a building containing two (2) or more occupants or uses.
 - iii. Only one (1) business on a block shall have a drive-through.
 - iv. Off-street vehicle stacking spaces are prohibited in any front street yard and shall otherwise meet the standards in the Code for vehicle stacking areas.
 - v. Vehicular entrances and exits shall be no wider than the minimum required for one (1) vehicle and shall be in accordance with the City of Round Rock Design and Construction Standards

7. DEVELOPMENT STANDARDS

7.1. Building Design Standards

- (1) Retail/Office/Hotel, Urban Style Multifamily and Mixed Residential
 - (a) The baseline design standards, referenced in the MU-G district, Section 2-75 (g) are required except as indicated below.
 - (b) Building design shall substantially conform to the renderings in **Exhibit “D”** and **Exhibit “E”**.
 - (c) Buildings shall comply with the Baseline Design Standards in Section 2-75 (g) of the Code except that:
 - i. Section (g)(1), Exterior Wall Finish, shall not apply.

- ii. Section (g)(3)(a.), Building Elevation Variation, shall not apply.
- (2) Retail/Office/Hotel Urban Style Multifamily & Mixed Residential - within one block of the Main Street
 - (a) Building design shall substantially conform to the renderings in **Exhibit “D”** and **Exhibit “E”**.
 - (b) Buildings shall comply with the MU-G district design standards for buildings within one (1) block of the Main Street, Section 2-75 (h), except for the following regarding Section (2)(a.):
 - i. The ground floor of the primary façade shall have a minimum of 35 percent glazing. All glazing on the primary façade of the ground floor shall have a light transmittance of 70 percent.
 - ii. Windows: Glazing is not required for wall areas on any side or rear elevation facing a park or plaza.
 - (3) Buildings with frontage on the Internal Drive are exempt from the building design standards of Section 2-75 (g), Baseline Design Standards, of the Code.
 - (4) Apartment buildings shall comply with the following:
 - (a) No less than 25 percent of all dwelling units shall have a balcony.
 - (b) All stairways shall be located completely within the residential structure.
 - (5) Single-Family and Townhouse
 - (a) Buildings within the Single Family and Townhouse Land Use are exempt from the Building Design Standards in Section 2-75 (g) of the Code of Ordinances.

7.2. Main Street Standards

- (1) The minimum block size for blocks adjacent to Main Street is 4 acres.
- (2) Block size and block length are measured along property lines and defined by the area or distance between Public Streets, internal Private roadways, or pedestrian access ways. Minimum standards for Internal Drives and pedestrian accessways are included in *Exhibit C: Street and Access Standards*.
- (3) Movable site furniture, landscape planters, and similar decorative features may be placed in public right-of-way when part of an approved license agreement.
- (4) Minimum driveway spacing is 100 feet, unless otherwise approved in the Traffic Impact Analysis.

7.3. Roadways

- (1) The road types included in the Plan are identified in **Exhibit “C”**. These are:
 - (a) Private roadways:
 - i. Main Street
 - ii. Private roadway
 - iii. Internal Drive
 - iv. Park Street
 - (b) Public Roadways

i. Public Street

7.4. Construction Standards for Private Roadways

- (1) Subgrade, flex base, and pavement to be in accordance with the City Transportation DACS (Design and Construction Standards) for pavement design of local streets. Design to be in accordance with the City Transportation DACS.

7.5. Lots

- (1) Lots within the Urban Style Multifamily and Retail/ Office/ Hotel Land Use categories maybe platted and built without frontage on a dedicated Public Street. Such lots shall have frontage on a private roadway.
- (2) Lots within the Single-Family and Townhouse Land Use category may be platted and built without frontage on a dedicated public street. Such lots shall have frontage on:
- (a) a private roadway, or
 - (b) a rear alley measuring a minimum of 20 feet wide with frontage on a common green space.

7.6. Lot and Building Dimensional Standards

- (1)

Single-Family and Townhouse						
	Zero Lot Line (b)	Village Residential (b)	Small Lot (b)	Townhouse – single-lot (fee simple units) (b)	Mixed Residential (Townhouse – Common Lot; Senior Living; and Multifamily – Cottage)	Urban Style Multifamily (Apartment; Live/Work; and Mixed-Use Building)
Minimum Lot Area(square feet)	4,000	4,000	3,500	2,500	--	--
Minimum Lot Width (feet)	40	40	35	25	--	--
Minimum Width of Principal Building	--	--	--	--	--	--
Minimum Setback from Street (feet)	10	10	10	10	--	--
Maximum Setback from Street (feet)					15	15
Minimum Rear Setback (feet)	5	5	5	5	--	--
Minimum Side Setback (feet)	0 / 10	5	5	0	--	--
Maximum Height (Stories) (a)	2.5	2.5	2.5	3	5	7

- (a) Number of stories includes mezzanines or other occupiable levels. Rooftop decks and patios shall not be included in the number of stories, but structures placed on rooftop decks and patios shall qualify towards the height requirement.
 - (b) All lots within the Single-Family and Townhouse Land Use category will obtain access from an alley at the rear of the lot or from a private roadway at the side of the lot.
- (2) Lot area and setback standards for the Retail/ Office/ Hotel Land Use category:
- (a) Lot and dimensional standards for lots fronting on internal Private roadways shall comply with the standards contained in the MU-G zoning district, Sec. 2-78 of the Code for internal streets.
 - (b) Lot area and dimensional standards for lots fronting on Kenney Fort shall comply with the standards contained in the MU-G zoning district, Sec. 2-78 of the Code for arterial streets.
- (3) Compatibility buffers, contained in Section 8-2 of the Code, do not apply for any adjacent uses within the Property.

7.7. On-Site Parking Requirements

- (1) The parking generation study for on-site parking, referenced in the MU-G district, Section 2-75 (f) is not required. On-site parking shall be provided in accordance with:
- (a) Retail/Office/Hotel
 - i. Sec 8-46 of the Code
 - (b) Urban Style Multifamily
 - i. 1 bedroom: 1 space
 - ii. 2 bedrooms or more: 2 spaces
 - iii. Guest Parking: Guest parking will be accommodated through the shared parking and on-street parking that will be generated during the project.
 - iv. Ancillary uses do not have a separate parking requirement (including, but not limited to leasing office and amenities)
 - v. No less than 40% of the required parking for Urban Style Multifamily development shall be covered or in garages, and no less than 20% of the required parking shall be in garages.
 - 1. Garages include an attached or detached, shared common structured parking garage or an attached, detached, and tuck-under garage associated with a unit.
 - 2. Garage spaces will be credited on a site-wide basis and tracked with each approved site plan.
 - (c) Mixed Residential Land Use
 - i. 1 bedroom: 1 space
 - ii. 2 bedrooms or more: 2 spaces
 - iii. Tandem parking shall be permitted for units only in front of a garage which is attached to a dwelling unit and associated with that dwelling unit.
 - iv. Ancillary uses to Multifamily – Cottage, Senior Living, or Townhome – Common Lot buildings (Leasing Office and Amenities) do not have a separate parking requirement.

- (d) Single-Family and Townhouse
 - i. 1 bedroom: 1 space, covered (garage or carport)
 - ii. 2 bedrooms or more: 2 spaces, covered (garage or carport)
 - iii. Tandem parking shall be permitted in front of a garage which is on the same lot as a dwelling unit and associated with that dwelling unit.

7.8. Parking Areas & Screening

(1) On-site – Main Street

- (a) All parking will be located to the rear of buildings and shall not be in the street yard.

(2) On-Site – Other Roadways

- (a) On-site parking located adjacent to the roadway shall be in compliance with Section 2-75 (f)(1.b) of the Code, with the following exceptions:

- i. Kenney Fort Boulevard: Parking may be located in the front street yard if setback at least 5-feet from the property line and screened by the landscaping requirements contained in (b) below.
- ii. Internal Drive: Parking may be located in the front street yard if setback at least 5-feet from the property line and screened by the landscaping requirements contained in (b) below.

- (b) On-site parking areas adjacent to the frontage of a roadway shall be screened by a building or wall, hedge or other landscaping screen that is at least three (3) feet in height (at full growth) and meets one of the following four specifications for design and installation:

- i. Landscape Strip with Shrubs. A minimum 10-foot-wide landscape strip planted with 3-foot-high (at full growth) continuous row of shrubs and one large species 4" caliper tree per 40 linear feet (street trees may count towards the tree requirement).
- ii. Landscape Strip with Berm. A berm a minimum of 3 feet higher than the finished elevation of the parking area, one large species 4" caliper tree per 40 linear feet, or fraction thereof (street trees may count towards the tree requirement); and one small shrub, perennial ground cover or ornamental grass per four (4) linear feet, or fraction thereof. Any combination of large shrubs, small shrubs, perennials, and ornamental grasses is acceptable.
- iii. Landscape Strip with Fence or Wall. A minimum 4-foot-wide landscape strip with a 3-foot-high fence or wall, one small shrub, perennial ground cover or ornamental grass per four (4) linear feet, or fraction thereof. Any combination of large shrubs, small shrubs, perennials, and ornamental grasses is acceptable. Landscape Strip with Grade Change. A 6-foot landscape strip with a minimum 3-foot grade change from the public street to the parking area planted with a continuous row of shrubs.

(3) On-street

- (a) Parking contained within public or private roadways shall count towards the minimum parking requirements of the adjacent Retail/ Office/ Hotel, Mixed Residential, or the Urban Style Multifamily Land Use.

- (4) Compact Spaces
 - (a) Compact parking spaces measuring a minimum of 7.5 feet in width and 15 feet in depth are permitted when spaces are provided in excess of the minimum parking requirements.

7.9. Design of proposed stormwater detention facilities

- (1) Proposed stormwater detention facilities will be designed as wet ponds (or similar facilities with environmental features) and will be open to the public.
- (2) Screening of detention and wet ponds is not required.

7.10. Area Identification and Entry Feature Signs

- (1) Three Area Identification and Entry Feature Signs shall be permitted in the general locations identified on **Exhibit “B”**. If located within public right-of-way, a license agreement must be received from the City. All applicable regulations shall apply to the location of any sign in the right-of-way.
- (2) The sign size shall be:
 - (a) Maximum Square Feet of Sign Display Area: 200 square feet
 - (b) Maximum Height: 10 feet

7.11. Homeowners Association/ Condominium Association and Common Area Agreements

- (1) A private homeowners association, or condominium association, shall be established for the maintenance of improvements constructed in the PUD, including but not limited to private alleys and driveways, retaining walls, sidewalks, private utilities, and fences.
- (2) An agreement governing courtyards, alleys, and other common areas shall be recorded for each block prior to the recordation of the final plat for each block.

7.12. Public Utilities

- (1) Public utilities shall be permitted within private roadway corridors or other Private roadways, assuming such utilities are placed within dedicated public utility easements. The typical utility assignment(s) must receive approval from the City of Round Rock and other franchise utility providers prior to the submittal of an application for a Subdivision Improvement Permit (SIP) or a Site Development Permit (SDP). All public utility alignments and appurtenances shall be subject to review and approval by the City and the appropriate franchise utility company prior to the issuance of an SIP or SDP.

8. TRAFFIC IMPACT AND TRANSPORTATION

Internal Public Street and intersection improvements identified in the Traffic Impact Analysis (TIA) will be completed according to the phasing plan identified in the approved Traffic Impact Analysis. Pro-rata for any external intersection improvements will also be provided during the Subdivision Improvement and Site Development process. Public Street design will be consistent with the approved standards in Section 7.3 of this Plan and the most recent edition of the Transportation Criteria Manual Design and Construction Standards (DACS).

9. DEVELOPMENT PHASING

Completion of construction of buildings directly adjacent to and oriented towards the Main Street will be completed prior to the beginning of construction of any units over 1,000.

10. CHANGES TO DEVELOPMENT PLAN

10.1.Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by the Director of Planning and Development Services and the City Attorney.

10.2.Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

Exhibit A: Survey

Exhibit B: Concept Plan

Exhibit D: Exterior Building Design Illustrations

Exhibit E: Maker Space Example Illustrations

Exhibit F: Street and Access Standards

EXHIBIT 'A'

110.540 ACRES
P.A. HOLDER SURVEY, ABSTRACT NO. 297
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING A 110.540 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF A CALLED 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET AL IN VOLUME 2372, PAGE 112, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 5.998 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET UX, IN DOCUMENT NUMBER 2008037872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THE CALLED 0.387 ACRE TRACT (EXHIBIT A) AND CALLED 1.677 ACRE TRACT OF LAND (EXHIBIT B), BEING PORTIONS OF SAID 107.17 ACRE TRACT, CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NUMBER 2011043519, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 110.540 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the northwest corner of said 107.17 acre tract of land, being in the east line of a called 65.71 acre tract of land conveyed to Charles and Francis Dumas in Document Number 1999072826, Official Public Records of Williamson County, Texas, and described in Volume 324, Page 20, Deed Records of Williamson County, Texas, same being in the southeast line of The Union Pacific Railroad (100' R.O.W.), for the northwest corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a TXDOT Concrete Monument with brass disk found in the northwest line of said Union Pacific Railroad, being in the southeast right-of-way line of State Highway 79, known as Palm Valley Boulevard (R.O.W. Varies), bears N49°54'18"E, a distance of 420.77 feet,

THENCE, N63°37'27"E, with the southeast line of said Union Pacific Railroad, the northwest line of said 107.17 acre tract, and the north line of said 5.998 acre tract, passing at a distance of 890.93 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the westernmost corner of said 5.998 acre tract, passing at a distance of 1516.8 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the northernmost corner of said 5.998 acre tract, and continuing for a total distance of 2042.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" in the northwest line of said 107.17 acre tract of land, being in the southeast line of said Union Pacific Railroad, same being at the westernmost corner of said 1.677 acre save and except tract, also being at a corner in the southwest right-of-way line of Kenny Fort Boulevard (R.O.W. Varies), for the northeast corner of the herein described tract of land, and from which a 1/2 inch iron rod found at a corner in the northeast line of said Kenny Fort Boulevard, being at the northwest corner of Lot 1, Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision, recorded in Document Number 2018035349, Official Public Records of Williamson County, Texas, bears N63°37'27"E, a distance of 322.64 feet, and from said 1/2 inch iron rod found a TXDOT Concrete Monument with brass disk found in the northwest line of said Union Pacific Railroad, being in the southeast right-of-way line of State Highway 79, Palm Valley Boulevard (R.O.W. Varies), bears N53°45'50"E, a distance of 583.85 feet,

THENCE, over and across said 107.17 acre tract, with the southwest line of said 1.677 acre save and except tract and the southwest line of said Kenny Fort Boulevard, the following two (2) courses and distances, numbered 1 and 2,

- 1) S30°11'53"E, a distance of 224.88 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and
- 2) S28°43'11"E, a distance of 380.91 feet to a 1/2 inch iron rod found at the southernmost corner of said 1.677 acre save and except tract, being at the northernmost corner of a called 0.037 acre tract of land (Tract 2) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, same being in the southwest line of said Kenny Fort Boulevard, also being in the east line of said 107.17 acre tract of land, for a northeastern corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the easternmost corner of said 0.037 acre tract of land, being in the southwest line of said Kenny Fort Boulevard, bears S28°39'31"E, a distance of 59.02 feet,

EXHIBIT 'A'

110.540 ACRES
P.A. HOLDER SURVEY, ABSTRACT NO. 297
WILLIAMSON COUNTY, TEXAS

THENCE, S02°18'24"E, with the east line of said 107.17 acre tract of land, passing at a distance of 158.93 feet a concrete monument found with brass disk, passing at a distance of 195.99 feet a 1/2 inch iron rod found at the northwest corner of a called 4.609 acre tract of land (Tract 3) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, passing at a distance of 1045.52 feet the southernmost corner of said 4.609 acre tract, from which a 1/2 inch iron rod found 1.20 feet right of line, passing at a distance of 1133.11 feet, the northwest corner of a called 9.796 acre tract of land (Tract 4) conveyed to The City of Round Rock in Document Number 2016119806, Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found 1.37 feet right of line, and continuing for a total distance of 1501.90 feet to a 1/2 inch iron rod found at a southwestern corner of said 9.796 acre tract of land, being at the northwest corner of a called 4.42 acre tract of land conveyed to Christel Elrod in Document Number 2018035934, Official Public Records of Williamson County, Texas, for an eastern corner of the herein described tract of land,

THENCE, S01°26'24"E, continuing with the east line of said 107.17 acre tract of land, passing at a distance of 600.12 feet, the southwest corner of said 4.42 acre tract of land, being at a northwestern corner of a called 12.1 acre tract of land conveyed to The City of Round Rock in Document Number 2013049009, Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found 4.19 feet left of line, passing at a distance of 612.07 feet an "X" set for reference in a concrete pathway, and continuing for a total distance of 1451.68 feet to calculated point in the approximate centerline of Brushy Creek (as located September 29, 2020), being at the southwest corner of said 12.1 acre tract of land, same being in the north line of Lot 1, Kenny Crossing, Phase 1, a subdivision recorded in Document Number 2015039988, Official Public Records of Williamson County, Texas, also being at the southeast corner of said 107.17 acre tract of land, for the southeast corner of the herein described tract of land,

THENCE, with the southern line of said 107.17 acre tract, the approximate centerline of said Brushy Creek (as located September 29, 2020), the northern line of said Kenny Crossing, Phase 1, the northern line of Lot 51, Block G, Kenny Fort, Section 1, a subdivision recorded in Document Number 2015110788, Official Public Records of Williamson County, Texas, the northern line of Lot 29, Block G, Kenny Fort, Section 2, a subdivision recorded in Document Number 2017048752, Official Public Records of Williamson County, Texas, and the northern line of Lot 1, Block F, South Creek, Section 12, a subdivision recorded in Volume L, Slide 262, Plat Records of Williamson County, Texas, the following twelve (12) courses and distances, numbered 1 through 12,

- 1) N76°53'59"W, a distance of 44.03 feet to a calculated point for corner,
- 2) N58°08'26"W, a distance of 214.18 feet to a calculated point for corner,
- 3) N42°39'10"W, a distance of 328.25 feet to a calculated point for corner,
- 4) N51°02'05"W, a distance of 172.86 feet to a calculated point for corner,
- 5) N55°22'37"W, a distance of 162.22 feet to a calculated point for corner,
- 6) N25°10'03"W, a distance of 277.88 feet to a calculated point for corner,
- 7) N39°50'56"W, a distance of 224.64 feet to a calculated point for corner,
- 8) N62°45'23"W, a distance of 193.22 feet to a calculated point for corner,
- 9) N77°05'21"W, a distance of 191.14 feet to a calculated point for corner,
- 10) N87°03'22"W, a distance of 520.27 feet to a calculated point for corner,
- 11) N81°25'16"W, a distance of 302.20 feet to a calculated point for corner, and
- 12) S80°53'43"W, a distance of 27.06 feet to a calculated point at the southwest corner of said 107.17 acre tract of land, being in the north line of said Lot 1, Block F, for the southwest corner of the herein described tract of land,

EXHIBIT 'A'

110.540 ACRES
P.A. HOLDER SURVEY, ABSTRACT NO. 297
WILLIAMSON COUNTY, TEXAS

THENCE, N01°46'05"W, with the west line of said 107.17 acre tract of land, the east line of said Lot 1, Block F, the east line of a called 0.864 acre tract of land (Part 1) conveyed to The City of Round Rock in Document Number 2014015278, Official Public Records of Williamson County, Texas, and the east line of said 65.71 acre tract of land, passing at a distance of 201.31 feet, a 1/2 inch iron rod found for reference, passing at a distance of 256.90 feet an "X" set for reference in concrete pathway, and continuing for a total distance of 1385.50 feet to the **POINT OF BEGINNING** and containing 110.540 acres of land.

Surveyed by:

 21 Oct 2020

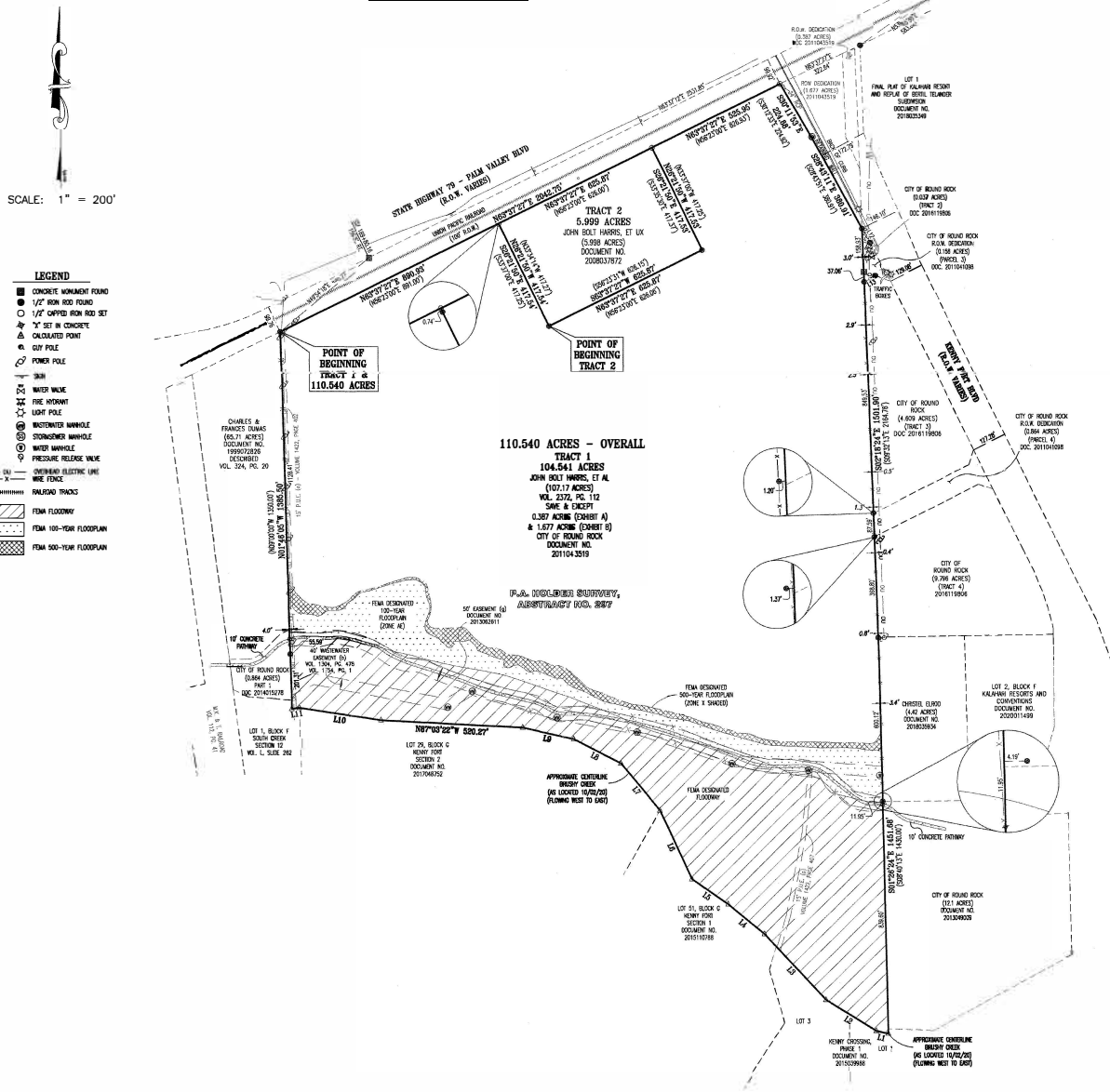
AARON V. THOMASON, RPLS NO. 6214
Carlson, Brigance & Doering, Inc.
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
AARON@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

ALTA SURVEY OF: 110.540 ACRES OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF TRACT 1 - A 104.541 ACRE TRACT OF LAND, BEING ALL OF A CALLED 107.17 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET AL, IN VOLUME 2325, PAGE 245, CORRECTED IN VOLUME 2372, PAGE 112, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A CALLED 0.387 ACRE TRACT (EXHIBIT A) & A CALLED 1.677 ACRE TRACT (EXHIBIT B), CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NUMBER 2011043519, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND TRACT 2 - A 5.999 ACRE TRACT OF LAND CONVEYED TO JOHN BOLT HARRIS, ET UX, IN DOCUMENT NUMBER 2008037872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

EXHIBIT 'A'



ACCORDING TO TITLE COMMITMENT, OF NO. 20190760
EFFECTIVE DATE OCTOBER 13, 2020:

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD AS ITEMIZED BELOW:

DOCUMENT NO. 2008037872 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 2)

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS

b. PUBLIC UTILITY, WATER AND SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT DATED DECEMBER 12, 1985, RECORDED IN VOLUME 1304, PAGE 478 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID EASEMENT CONVEYED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT DATED FEBRUARY 14, 1988, RECORDED IN VOLUME 1754, PAGE 1 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 1) (SHOWN HEREON)

c. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT DATED JUNE 13, 2013, RECORDED UNDER DOCUMENT NO. 2013052811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (TRACT 1) (SHOWN HEREON)

a. PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT DATED AUGUST 1, 1986, RECORDED IN VOLUME 1422, PAGE 402 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (SHOWN HEREON)

p. PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT DATED AUGUST 1, 1986, RECORDED IN VOLUME 1422, PAGE 407 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (SHOWN HEREON)

TO: MUIHUS PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY, AND HERITAGE TITLE COMPANY OF AUSTIN, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/SURVEYS (LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 8, 11, 13, 14, 16, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 20, 2020.

DATE OF DRAWING: OCTOBER 21, 2020

ARON V. THOMAS
ARON V. THOMAS, 1975 0214
CARLSON, BRIGANCE & DOERING, INC.
5501 West William Cannon Drive
AUSTIN, TX 78749
512-280-5180
ARON@CARLSONBRIGANCE.COM

ITEM #	REASON	DATE
1	TITLE OBJECTIONS	11/17/20

Line #	Length	Direction
13	44.82	N00°52'50"W
14	21.71	N00°52'50"W
15	128.18	N00°52'50"W
16	17.35	N00°52'50"W
17	140.22	N00°52'50"W
18	222.88	N02°10'15"W
19	224.84	N02°10'15"W
20	11.82	N02°10'15"W
21	1.91	N07°02'10"W
22	202.20	N07°02'10"W
23	27.26	N07°02'10"W
24	88.00	N07°02'10"W
25	48.40	N07°02'10"W

ADDRESSING NOTE:
THE ASSIGNED ADDRESS OF THE PROPERTY PER THE WRITTEN MINUTES OF A PRE-SUBMITTAL MEETING OF DECEMBER 3, 2019 ISSUED BY THE CITY OF ROUND ROCK IS: 2701 E PALM VALLEY BLVD.

FLOOD NOTE:
A PORTION OF THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD SOURCE MAP NUMBER 48480C0404E, FOR TRAVIS COUNTY, TEXAS, DATED DECEMBER 20, 2019. (AS SHOWN HEREON)

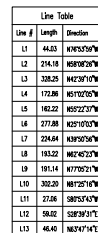
ZONING NOTE:
THE SUBJECT TRACT IS CURRENTLY ZONED BUSINESS PARK (BP). ZONING INFORMATION PROVIDED IN EMAIL FROM CURRENT OWNER OF PROPERTY.

TITLE NOTE:
TOPOGRAPHICAL SURVEY SHOWN ON SHEET 2 IS PROVIDED BY ROUND ROCK DISTRICT, AND IS NOT BASED ON AN ON THE GROUND TOPOGRAPHICAL SURVEY PERFORMED BY CARLSON, BRIGANCE AND DOERING.

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
PROFESSIONAL ENGINEER
5501 West William Cannon Drive
AUSTIN, TEXAS 78749
Phone No. 512.280.5180 • Fax No. 512.280.5160

EXHIBIT 'A'



Carlson, Brigrace & Doering, Inc.
 FIRMED #E3791 ♦ REG. # 10021900
 Civil Engineering ♦ Austin, Texas 78749
 5801 West William Cannon ♦ Fax No. (512) 280-5165
 Phone No. (512) 280-5160

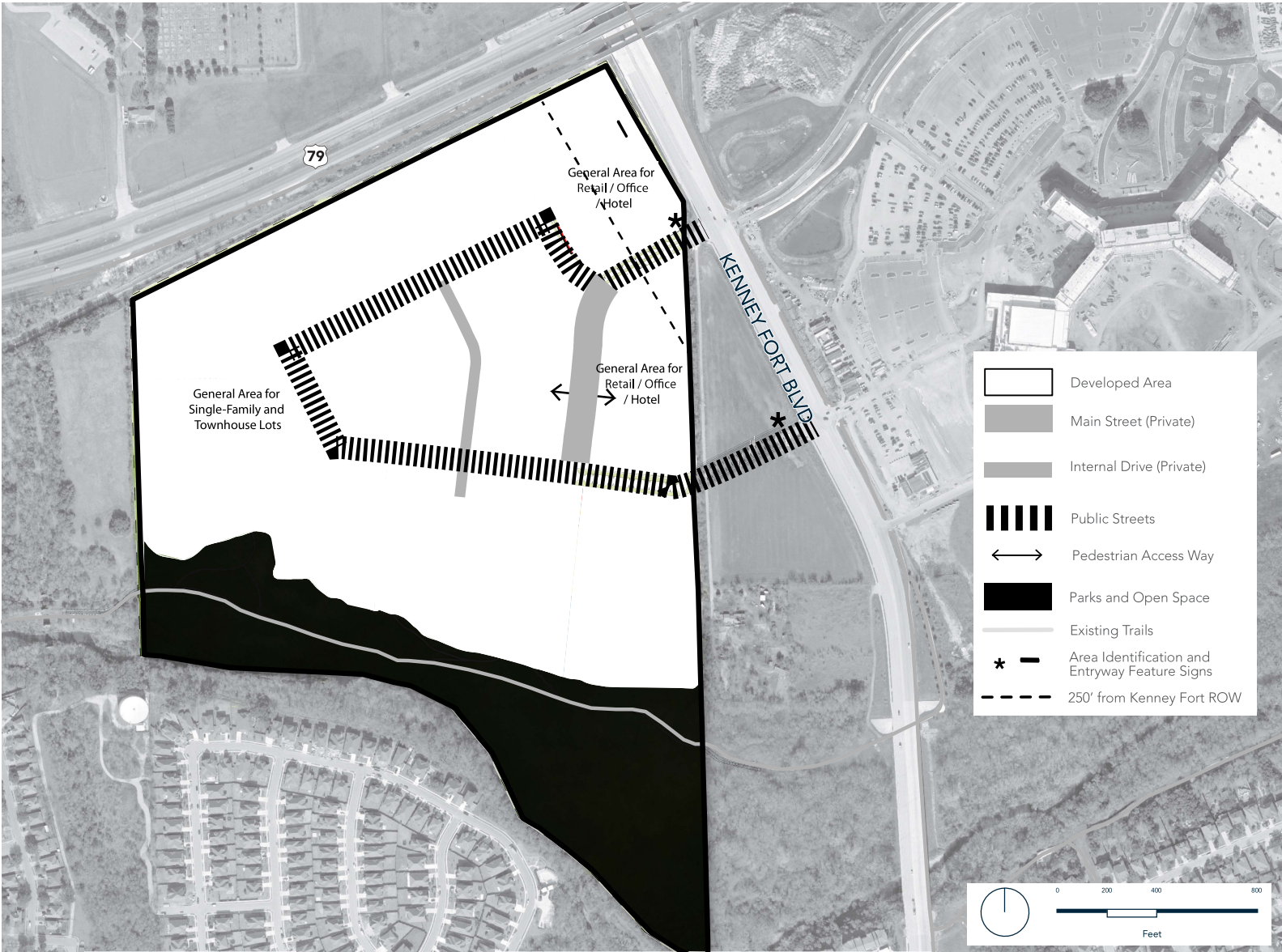
PUD DEVELOPMENT PLAN

Site Totals		
	Area	%
Parks & Open Space	25 ac.	23%
Total Site	110 ac.	100%

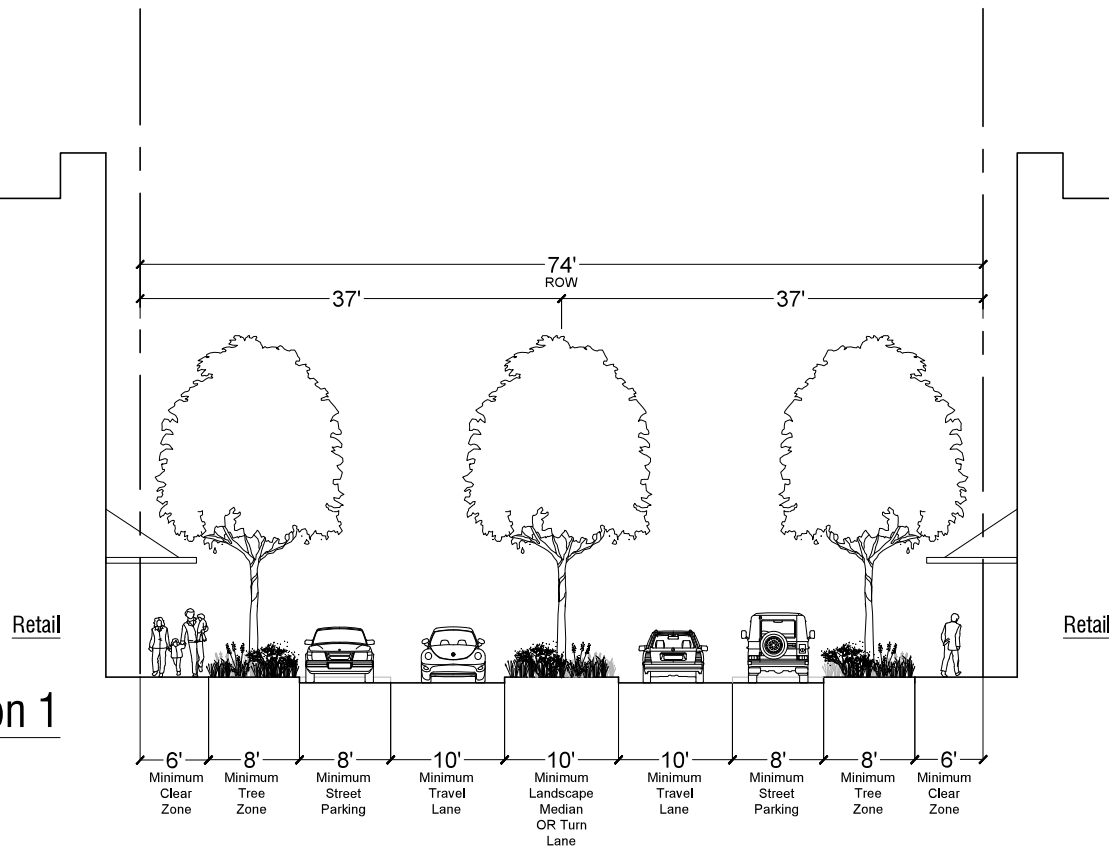
Land Use Allocation	
	% Developed Area
Retail / Office / Hotel	10% - 50%
Urban Style Multifamily	20% - 60%
Mixed Residential	0% - 30%
Single-Family and Townhouse Lots	20% - 40%.

The general location of Land Use Areas are indicated on the PUD Development Plan but a mixture of land uses is permitted anywhere on the site as long as the percentage allocation is met.

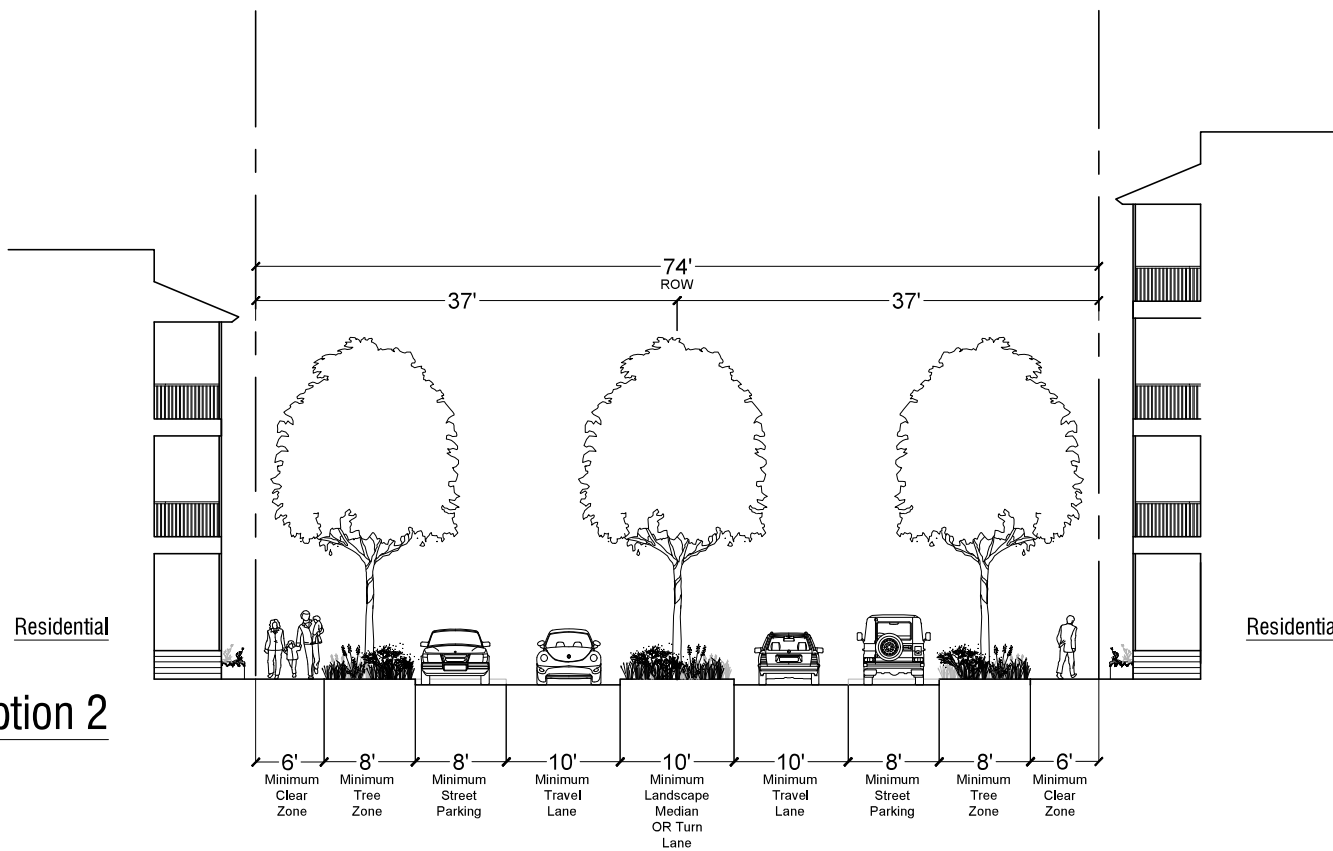
Notes
Drive-throughs are permitted within 250' of Kenney Fort ROW and in accordance with Sec. 5.1 f. of the PUD Development Standards
Area Identification and Entryway Feature Signs are permitted in accordance with Sec. 8 of the PUD Development Standards.
This PUD Development Plan will serve as the Concept Plan as required by the City of Round Rock subdivision code.
This Exhibit depicts the general location of roads and development areas. Final locations will be determined by platting and site plan approval.



Main Street Option 1 (Private)



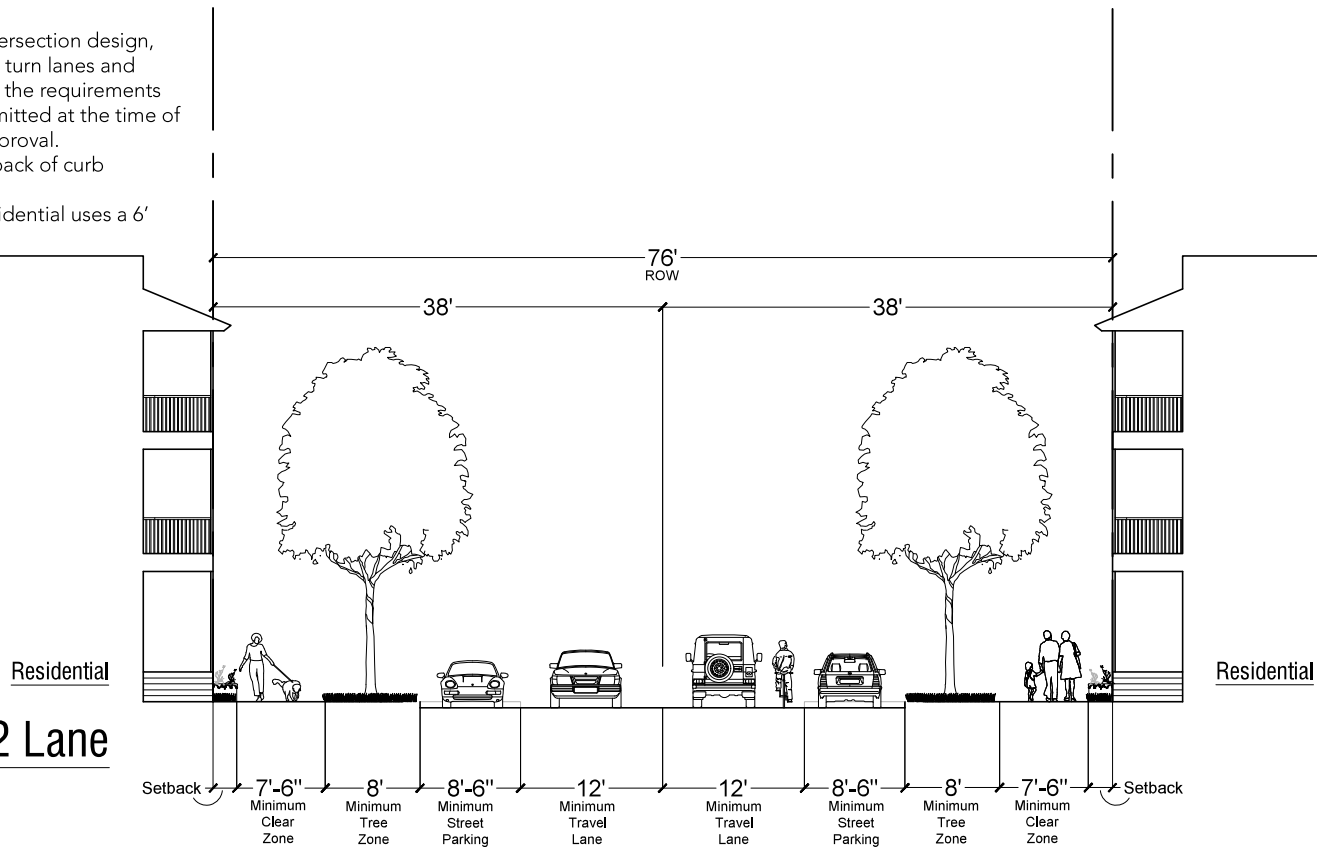
Main Street Option 2 (Private)



Notes:

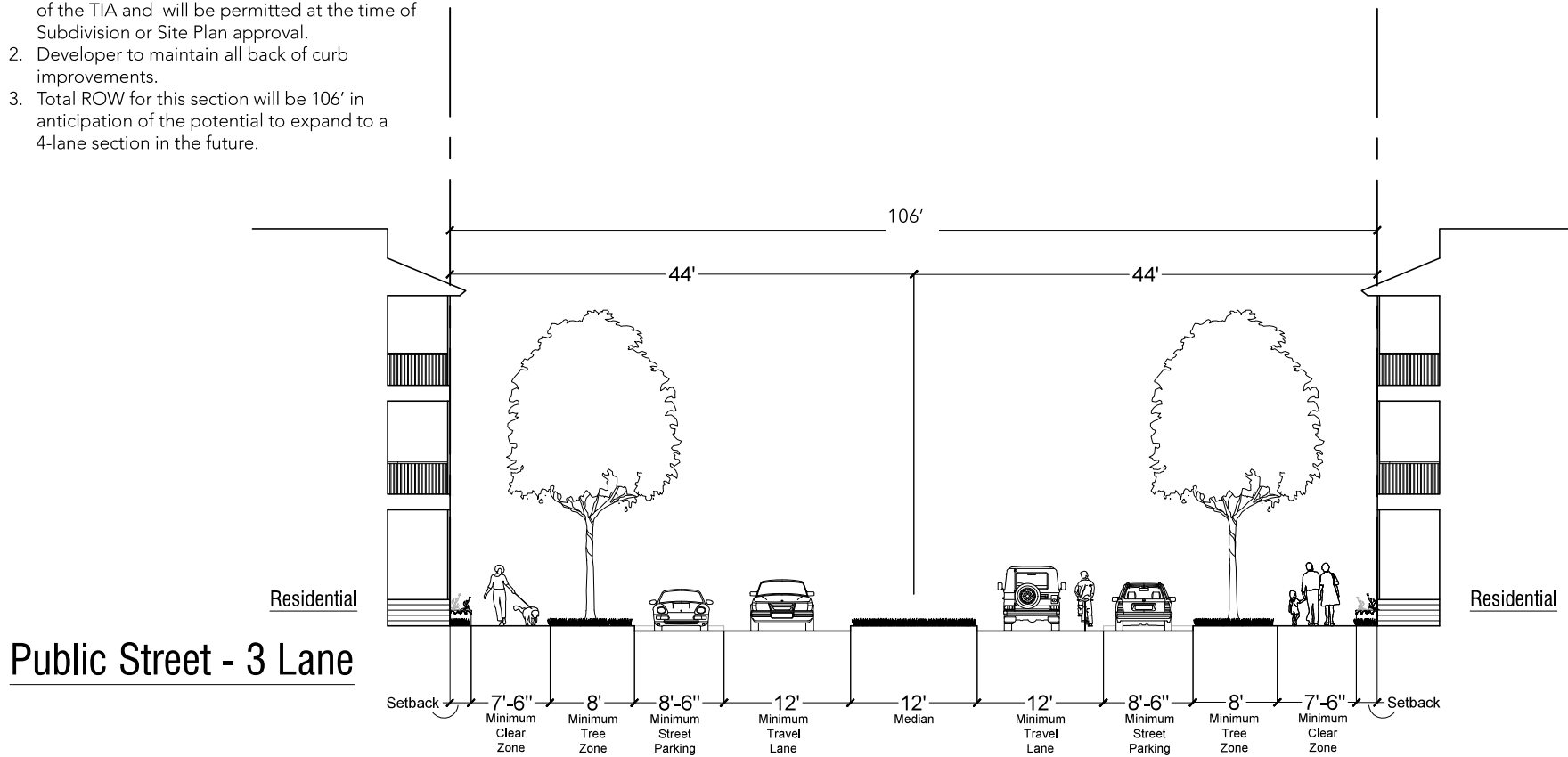
1. This is a typical section, intersection design, driveway spacing, required turn lanes and driveway spacing will meet the requirements of the TIA and will be permitted at the time of Subdivision or Site Plan approval.
2. Developer to maintain all back of curb improvements.
3. If section is adjacent to residential uses a 6' sidewalk may be allowed.

Public Street - 2 Lane



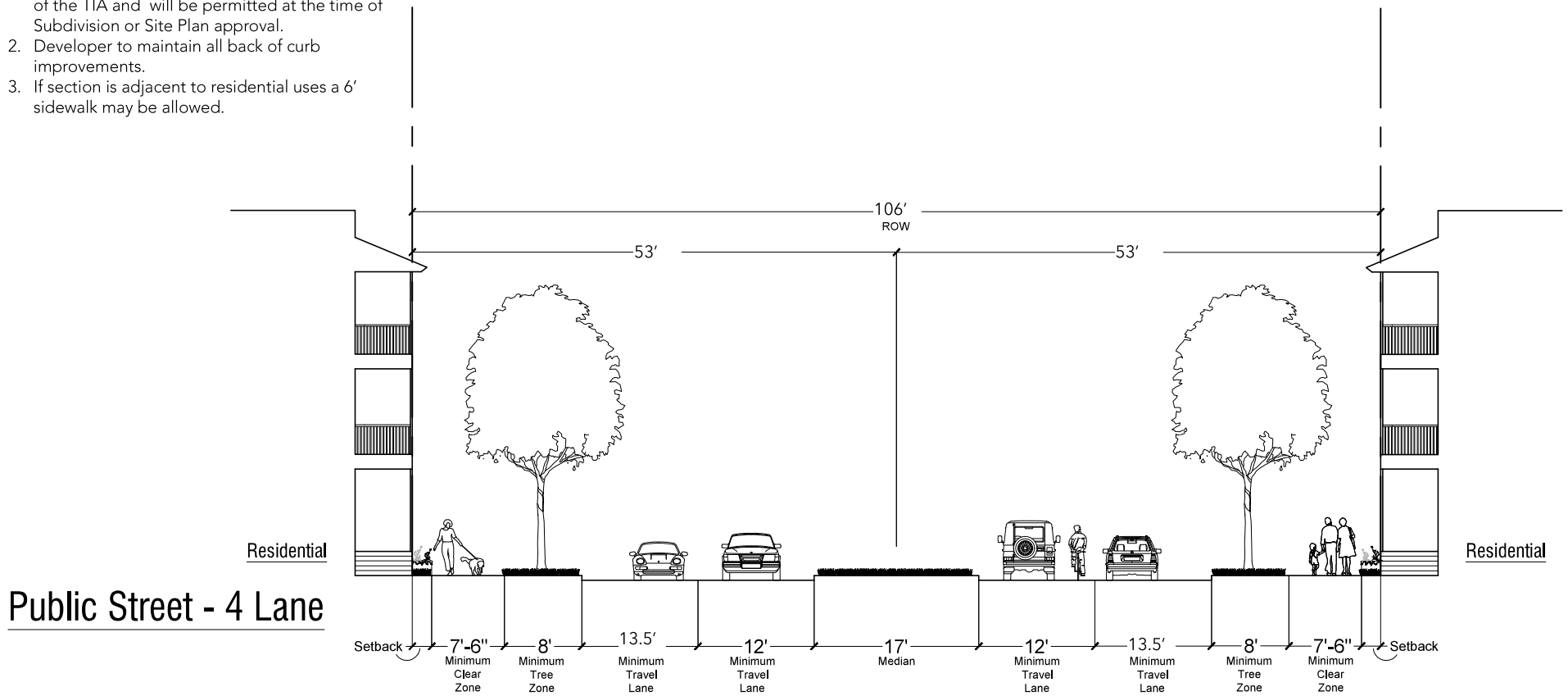
Notes:

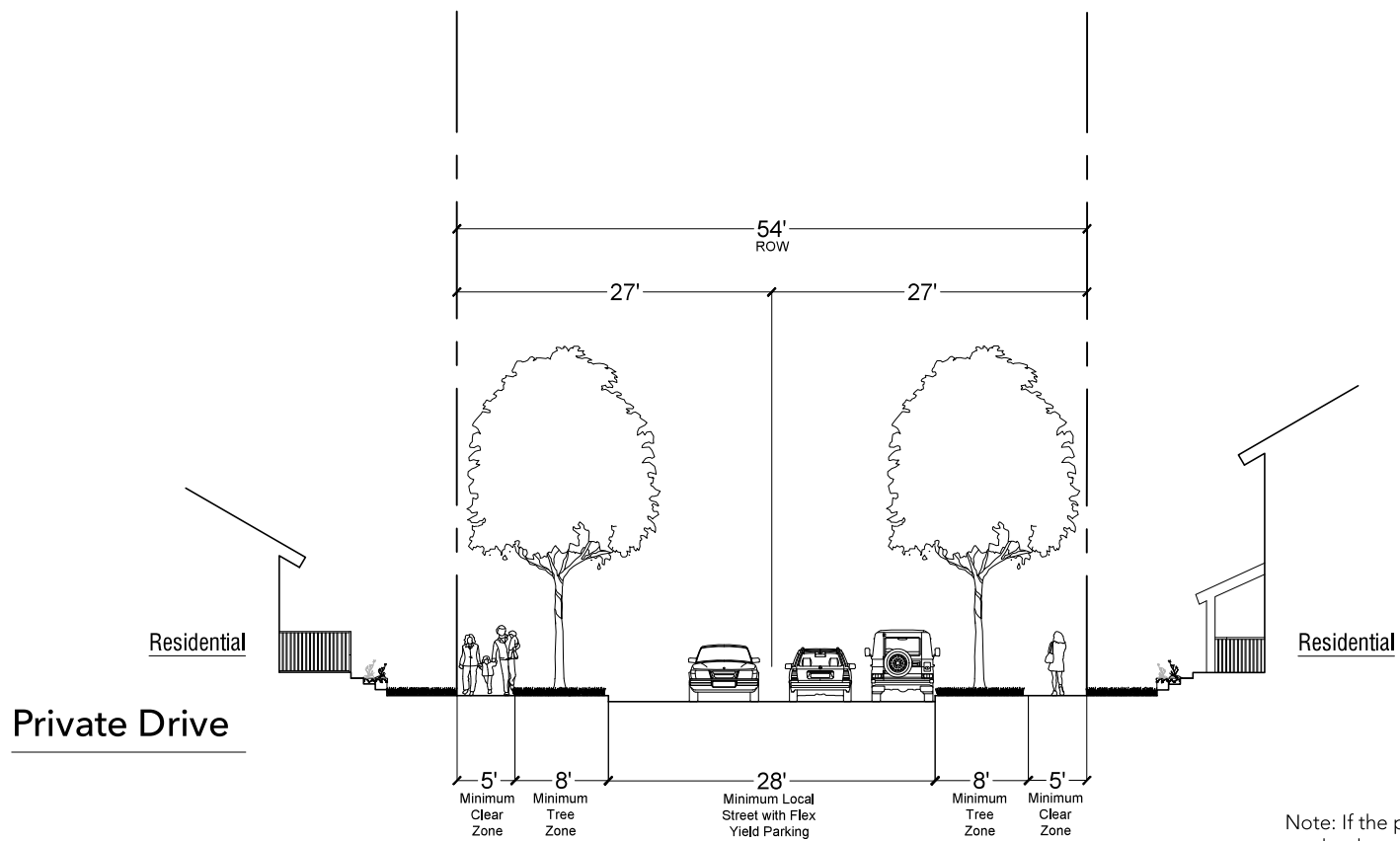
1. This is a typical section, intersection design, driveway spacing, required turn lanes and driveway spacing will meet the requirements of the TIA and will be permitted at the time of Subdivision or Site Plan approval.
2. Developer to maintain all back of curb improvements.
3. Total ROW for this section will be 106' in anticipation of the potential to expand to a 4-lane section in the future.



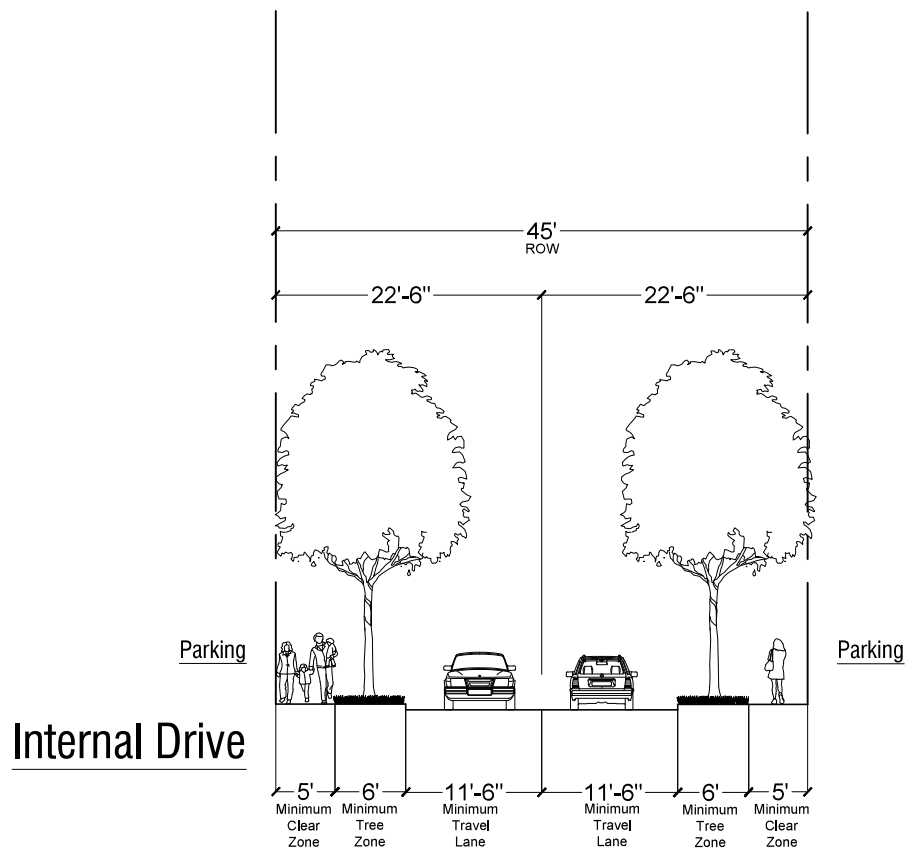
Notes:

1. This is a typical section, intersection design, driveway spacing, required turn lanes and driveway spacing will meet the requirements of the TIA and will be permitted at the time of Subdivision or Site Plan approval.
2. Developer to maintain all back of curb improvements.
3. If section is adjacent to residential uses a 6' sidewalk may be allowed.



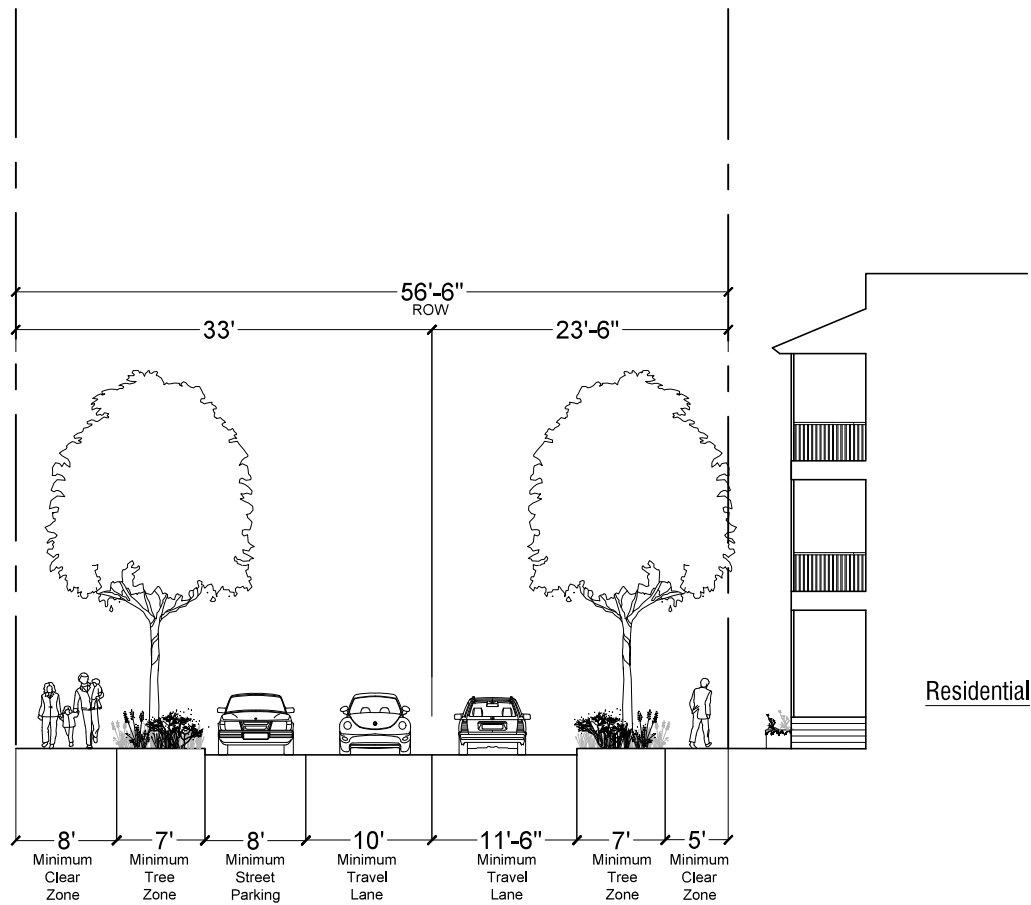


Note: If the private street is utilized adjacent to any land use with the exception of single family or townhouse lots the minimum clear zone is 6'.



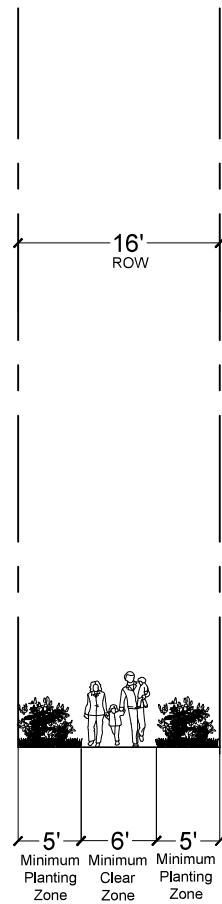
Park Street

Park



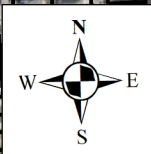
Residential

Pedestrian Access Way









**Subject Tracts
110.54 ac.**

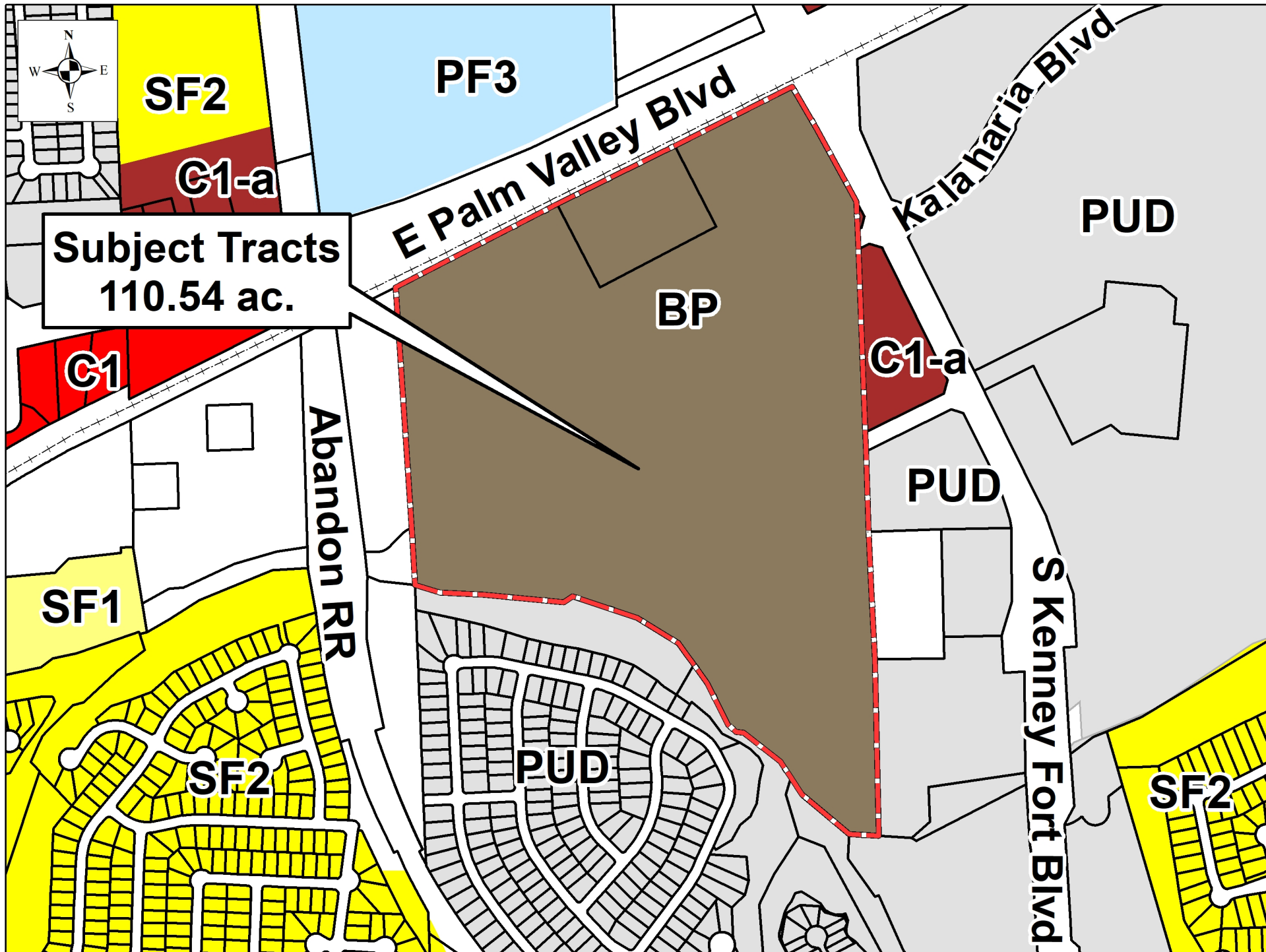
E Palm Valley Blvd

Kalaharia Blvd

Abandon RR

S Kenney Fort Blvd







City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, BOD Election Checklist_2021, Votes for BOD Election 2021, WCAD Email Notification, L. Weber Resume_Redacted

Department: Finance

Text of Legislative File 2021-262

The Williamson Central Appraisal District (WCAD) is responsible for appraising property in the county value for property taxation purposes. The five-member board of directors sets policies for the WCAD Chief Appraiser. The board also approves the WCAD annual budget, which is funded by pro-rated the taxing entities in the county. In addition, the board appoints the Appraisal Review Board, a qu group that hears and rules on property tax protests.

The WCAD Board of Directors are instrumental in development and maintaining an appraisal district managed and fair to both individual taxpayers and the entities that depend upon property tax revenue government operations.

Staff recommends nominating Lora Weber for another two-year term. Ms. Weber was first nominated in November of 2020 when a previous board member was unable to finish his 2020-2021 term.

This resolution allows the City to submit its nomination which is due before October 15, 2021. Staff will bring another item in November to cast to official votes.

RESOLUTION NO. R-2021-262

WHEREAS, Section 6.03(g) of the Tax Code provides for the governing body of each taxing unit to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Lora H. Weber, Now Therefore,

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

That the City Council of Round Rock hereby nominates Lora H. Weber for the Williamson Central Appraisal District Board of Directors.

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

RESOLVED this 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Williamson Central Appraisal District

625 FM 1460
Georgetown, Texas 78626
Phone: (512) 930-3787

Taxing Unit Checklist for Board Election

- ☐ **Before October 15th**, have I checked my candidate's requirements pertaining to serving on the Williamson Central Appraisal District Board of Directors? (See [Board Requirements](#))
- ☐ A member **MUST** be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.
 - ☐ A member **MUST NOT** own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - The delinquent taxes and any penalties and interest are being paid under an installment payment agreement.
 - A suit to collect the delinquent taxes is deferred or abated.
 - ☐ A member **may NOT serve** if they are an employee of a taxing unit participating in the appraisal district unless they are also a member of the governing body or an elected official of a taxing unit participating in the district. (See list of [additional taxing units](#)).
 - ☐ A member **may NOT serve** if he or she appraise property for compensation for use in property tax proceedings (to include appraisal district employees) or tax agents who represent owners for compensation until the expiration of three (3) years after such activity.
 - ☐ A member **may NOT serve** if he or she is related to a person who operates for compensation as a tax agent, a member of the Appraisal Review Board or a property tax appraiser in the appraisal district.
 - ☐ A member **may NOT serve** on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.
 - ☐ A member **MUST** fill out, sign, and return the [General Information sheet](#).
- ☐ **Before October 15th**, if we choose to nominate, have I submitted, by [resolution](#), the name(s) of my taxing unit's nominee(s)? (See [Board Election Procedures](#))

Nominating Entity: (Entity Name)

(Signature)

(Date)

Nominee: (Printed Name)

(Signature)

(Date)

**2021
Board Election Votes**

Taxing Jurisdiction	Number of Votes
City of Austin	150
City of Bartlett	0
City of Cedar Park	135
City of Coupland	0
City of Florence	0
City of Georgetown	115
City of Granger	0
City of Hutto	45
City of Jarrell	5
City of Leander	95
City of Liberty Hill	5
City of Pflugerville	0
City of Round Rock	210
City of Taylor	35
City of Thorndale	0
City of Thrall	0
City of Weir	0
Bartlett ISD	5
Burnet ISD	0
Coupland ISD	5
Florence ISD	15
Georgetown ISD	485
Granger ISD	5
Hutto ISD	190
Jarrell ISD	75
Leander ISD	785
Lexington ISD	0
Liberty Hill ISD	150
Pflugerville ISD	0
Round Rock ISD	1175
Taylor ISD	60
Thorndale ISD	0
Thrall ISD	10
Williamson Co. & FM/RD	1080
Austin Community College	160
EWC Higher Ed Center	5
Total	5000

Required Computations per Tax Code Section 6.03(d)					
Taxing Jurisdiction	2020 Levy	Quotient	x 1,000	Rounded	x 5
City of Austin	\$ 46,589,266.65	2.98%	29.79	30	150
City of Bartlett	\$ 183,501.73	0.01%	0.12	0	0
City of Cedar Park	\$ 41,614,139.13	2.66%	26.60	27	135
City of Coupland	\$ 60,522.87	0.00%	0.04	0	0
City of Florence	\$ 404,632.67	0.03%	0.26	0	0
City of Georgetown	\$ 36,388,758.78	2.33%	23.26	23	115
City of Granger	\$ 493,834.16	0.03%	0.32	0	0
City of Hutto	\$ 13,209,908.98	0.84%	8.45	9	45
City of Jarrell	\$ 990,121.88	0.06%	0.63	1	5
City of Leander	\$ 29,287,718.14	1.87%	18.72	19	95
City of Liberty Hill	\$ 1,971,057.95	0.13%	1.26	1	5
City of Pflugerville	\$ 110,024.74	0.01%	0.07	0	0
City of Round Rock	\$ 65,663,655.90	4.20%	41.98	42	210
City of Taylor	\$ 10,450,741.25	0.67%	6.68	7	35
City of Thorndale	\$ 436.04	0.00%	0.00	0	0
City of Thrall	\$ 292,211.48	0.02%	0.19	0	0
City of Weir	\$ 81,298.18	0.01%	0.05	0	0
Bartlett ISD	\$ 621,616.42	0.04%	0.40	1	5
Burnet ISD	\$ 234,490.03	0.01%	0.15	0	0
Coupland ISD	\$ 1,179,254.80	0.08%	0.75	1	5
Florence ISD	\$ 5,094,439.86	0.33%	3.26	3	15
Georgetown ISD	\$ 151,664,085.58	9.70%	96.96	97	485
Granger ISD	\$ 1,718,489.94	0.11%	1.10	1	5
Hutto ISD	\$ 59,566,265.73	3.81%	38.08	38	190
Jarrell ISD	\$ 23,578,606.91	1.51%	15.07	15	75
Leander ISD	\$ 245,935,756.54	15.72%	157.23	157	785
Lexington ISD	\$ 23,693.85	0.00%	0.02	0	0
Liberty Hill ISD	\$ 46,523,844.48	2.97%	29.74	30	150
Pflugerville ISD	\$ 195,992.95	0.01%	0.13	0	0
Round Rock ISD	\$ 367,806,925.69	23.51%	235.15	235	1175
Taylor ISD	\$ 18,456,277.72	1.18%	11.80	12	60
Thorndale ISD	\$ 179,517.83	0.01%	0.11	0	0
Thrall ISD	\$ 3,661,160.26	0.23%	2.34	2	10
Williamson Co. & FM/RD	\$ 337,382,292.10	21.57%	215.69	216	1080
Austin Community College	\$ 50,425,119.23	3.22%	32.24	32	160
EWC Higher Ed Center	\$ 2,124,103.73	0.14%	1.36	1	5
	\$ 1,564,163,764.18	100.00%	1000.00	1000	5000

Renee Cortez

From: Williamson Central Appraisal District <alvinl@wcad.org>
Sent: Tuesday, August 17, 2021 11:25 AM
To: Renee Cortez
Subject: WCAD Board Election

External Email - Please verify sender authenticity



Williamson County, Texas



2021 WCAD Board of Directors Election

Dear Sir or Madam,

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

- **Election Votes**

Here is the link to the **Taxing Unit Checklist** which we ask that you fill out and return. This checklist contains links to the following items:

- Board Requirements ~ *pertaining to eligibility of nominees*
- Additional Taxing Unit List
- General Information Sheet
- Sample Resolution
- Election Procedures ~ *a brief outline to assist you in your scheduling of the required actions*

Nominations must be made by resolution and returned to me **BEFORE October 15, 2021**. We ask that the general information sheet be completed for each nomination.

Please complete, sign and return the checklist **BEFORE October 15, 2021**.

Please note there is new legislation from HB988 affecting Georgetown ISD, Leander ISD, Round Rock ISD and Williamson County.

Section 6.03 (k-1) of the Texas Property Tax Code:

The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

The answers to our most frequently asked questions are located on our website at: <https://www.wcad.org/entity-portal/>. If you have any additional questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford | RPA, CEA, AAS, CCA| Chief Appraiser

512.930.3787 | AlvinL@wcad.org | www.wcad.org

Williamson Central Appraisal District

625 FM 1460, Georgetown TX 78626-8050

"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

WCAD | wcad.org

Williamson Central Appraisal District | 625 FM 1460, GEORGETOWN, TX 78626-8050

[Unsubscribe rcortez@roundrocktexas.gov](mailto:rcortez@roundrocktexas.gov)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by alvinl@wcad.org powered by



Try email marketing for free today!

LORA H. WEBER

1902 Mulligan Drive Round Rock, Texas 78664
512-423-8263 [REDACTED]

SUMMARY

Results-oriented administrator, governmental relations professional, small business owner, and community leader. Accomplished at achieving organizational goals through and with others including public officials, governing boards, special interest groups, community leaders, the media, employees, and other stakeholders. Successful leader of organizations with diverse, complex mandates and multi-state operations who works productively in fast-paced, politically-charged environments. Extensive experience in developing public policy, writing legislation and cost analyses, and providing public testimony, as well as in developing and administering funding requests, operating budgets, and strategic plans.

PROFESSIONAL EXPERIENCE

BUSINESS OWNER

MaggieMoo's Ice Cream and Treatery

Owner of retail ice cream store in Round Rock, Texas awarded Small Business of the Year for 2012 by Round Rock Chamber of Commerce. (2005-2019)

DIRECTOR, EXTERNAL RELATIONS

Texas Higher Education Coordinating Board

Provided executive level strategic direction and planning for effective communications and collaboration with external stakeholders/partners to further the goals of the state's higher education plan. Directed interaction with the Texas Legislature, executive branch, U.S. Congress, and other federal, state, and local governmental entities, including provision of testimony by board members, commissioner, and staff. Directed preparation of cost estimates to the Legislative Budget Board on over 500 pieces of proposed legislation as well as hundreds of reports and responses annually to the Legislature and Governor's Office regarding highly complex issues. Managed agency-wide implementation of statutes including timely submission of over 150 agency reports and studies required by law. Advised board and commissioner on strategic interaction with institutions, business leaders, and community representatives. (2001-2010)

PRESIDENT/CHIEF EXECUTIVE OFFICER

Consumers Alliance of the Southeast (CASE)

Founded grassroots coalition of over 500 consumer organizations, community leaders, and small business owners in 12 states to address service issues vital to the home and small business, particularly electric utility deregulation. Represented organization before federal and state legislative/regulatory bodies, provided written and oral testimony at congressional and state legislative hearings, and organized meetings between stakeholders and governmental officials. Issued news releases, responded to interview requests, and conducted media events. (1997-2001)

DEPUTY EXECUTIVE DIRECTOR

Texas Department of Licensing and Regulation

Performed highly complex managerial work in strategic operations and planning for agency including administrative, budgetary, legislative, and regulatory activities. Direct supervision of regulatory divisions related to licensing, inspections, investigations, and policy development as well as of administrative divisions related to accounting, purchasing, human resource management, and data processing. Developed and managed agency's strategic plan, service quality initiatives, and governmental relations. Oversaw preparation of agency appropriations requests, operating budgets, and performance reports. Represented department in and before a variety of public forums, including legislative hearings. (1990-1997)

EXECUTIVE DIRECTOR

Texas Incentive and Productivity Commission

First executive director of agency. Responsible for agency start-up and for directing operations including all planning, staffing, administrative, legislative, and fiscal activities. Administered state-wide suggestion system and productivity plan targeting over 160 agencies and universities and over 200,000 employees. Worked with legislature and commissioners to develop and implement employee suggestion program, productivity bonus program, legislation, and agency rules and policies. Trained and directed 165 agency coordinators in implementation of suggestion system within their agencies. (1988-1990)

DIRECTOR, CONSUMER AND PUBLIC AFFAIRS

Public Utility Commission of Texas

Planned, staffed, and directed division activities including response to and investigation of over 10,000 consumer complaints annually. Set precedent for integrating customer service quality into commission decision-making through provision of expert testimony in commission proceedings. Formulated and enforced regulatory policy. Acted as liaison to members of the Texas Legislature regarding constituent complaints and development of legislation. Managed media relations and production of commission publications. Also supervised library and central records functions. (1980-1987)

EDUCATION AND TRAINING

Bachelor of Arts in English and Political Science, Stephen F. Austin State University
Graduate of Governor's Executive Development Program
Graduate of Leadership Texas
Graduate of Leadership Round Rock
PADI Dive Master

HONORS AND AFFILIATIONS

Honors and Awards

Woman of the Rock in Community Leadership
Small Business of the Year, Round Rock Chamber of Commerce
Chairman's Award, Round Rock Chamber of Commerce
Woman of the Year, Executive Women in Texas Government
Outstanding Woman in Texas Government, Governor's Commission for Women

Current Appointments/Affiliations

Board of Directors, CHASCO Family YMCA, 2019-present
Capital Area Council of Governments, Economic Development Council, 2016-present
Leadership Round Rock Planning Committee, 2016-present
Founder and Director, Austin Threshold Choir, 2010-present
Executive Women in Texas Government, 1984-present
 Founding Member, 1984
 President, 1989

Past Appointments/Affiliations

Board of Directors, Round Rock Chamber of Commerce, 2010-2017
 Board Chair, 2014-2015
 Chair, Business Advocacy Council, 2010-2013
Round Rock Economic Development Advisory Committee, 2014-2016
Round Rock Bond Advisory Commission, 2013
State Higher Education Executive Officers, 2001-2009
Verizon National Consumer Advisory Board, 1999-2007
National Consumers League Board of Directors, 1997-2003
National Council on Licensure, Enforcement, and Regulation (CLEAR), 1990-1997
State Employee Charitable Campaign (SECC)
 Chair, Capital Area Campaign, 1993-1997
National Association of Suggestion Systems Lone Star Chapter Board, 1988-1990



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute a Meet and Confer Agreement with the Round Rock Police Association.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2021-256

RESOLUTION NO. R-2021-256

WHEREAS, pursuant to Section 142.058 of Chapter 142, the City of Round Rock (“City”) recognizes the Round Rock Police Association (“Association”) as the sole and exclusive bargaining agent for all covered police officers; and

WHEREAS, the City Council previously granted the Association said recognition and approved the first meet and confer agreement on November 8, 2012; and

WHEREAS, the City Council approved a second meet and confer agreement on September 14, 2017; and

WHEREAS, the City Council approved amendment No. 1 to the second meet and confer agreement on September 10, 2020; and

WHEREAS, the City and the Association have met and conferred regarding a third meet and confer agreement; and

WHEREAS, the City Council desires to enter into a third meet and confer agreement with the Association, 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 with the Round Rock Police Association, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

“A”

AGREEMENT

BETWEEN

THE CITY OF ROUND ROCK

AND

THE ROUND ROCK POLICE ASSOCIATION

[EFFECTIVE September 23, 2021]

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ARTICLE 1

PREAMBLE

Section 1.01. Date of Agreement

This Agreement Between the City of Round Rock and the Round Rock Police Association (this “Agreement”) made, entered into, and first effective this _____ day of September, 2021 by and between the City of Round Rock, Texas, hereinafter referred to as the “CITY,” and the Round Rock Police Association, hereinafter referred to as the “ASSOCIATION,” and its terms shall be effective only until the expiration date of the Agreement, or as stipulated in this Agreement.

Section 1.02. Purpose of Agreement

WHEREAS, the CITY has voluntarily endorsed the practices and procedures of the statutory meet and confer process as an orderly way of conducting its relations with its police officers, insofar as such practices and procedures are appropriate to the functions and obligations of the CITY to retain the rights to operate the CITY government effectively in a responsible and efficient manner; and

WHEREAS, the ASSOCIATION has pledged to support the service and mission of the Round Rock Police Department and to abide by the statutorily imposed no strike or work slow down obligations placed upon it; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE mutual covenants and agreements herein contained, the parties mutually agree as follows:

ARTICLE 2

DEFINITIONS

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used.

1. “ASSOCIATION” means the Round Rock Police Association, and its officers and agents authorized to act on its behalf.
2. “Chief” means the Chief of Police of the Round Rock Police Department or his/her designee.
3. “Director” means the Director of the Round Rock Human Resources Department or his/her designee.
4. “Employer” or “CITY” means the City of Round Rock, Texas, the Round Rock Police Department and its officers, agents, managers, and others authorized to act on the CITY's behalf.

5. "Officer" means, all police officers, as the term is currently defined in Texas Local Government Code, Section 142.052, and those hired under the provisions of this Agreement in the Round Rock Police Department, except the Chief and, unless otherwise specified, Assistant Chiefs in the rank or classification immediately below Chief. The term also excludes cadets, civilian employees, retirees, and any other employees specifically exempted by the terms of this Agreement.

6. "Meet and Confer Statute" means Subchapter B of Chapter 142 of the Texas Local Government Code, Sections 142.051-142.068.

7. "Chapter 142" means Chapter 142 of the Texas Local Government Code.

8. "Authorized ASSOCIATION Representative" means a representative of the ASSOCIATION authorized by the ASSOCIATION's executive board to conduct business on behalf of the ASSOCIATION.

ARTICLE 3 RECOGNITION

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 142.058 of Chapter 142, excluding the Police Chief, the Assistant Police Chiefs, and all civilian employees of the Police Department.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.01. Retained Rights – General

The CITY retains all inherent rights to manage the Police Department and its work force which it presently enjoys, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the determination of the size of the work force, and the assignment of work to officers within the department, including the right to transfer officers; the determination of policy affecting the selection of new officers; the right to establish the services and programs provided by the department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurement and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

Section 4.02. Retained Right of Independent Investigation

The Chief of Police and the City Manager fully retain their rights to independently investigate police conduct.

ARTICLE 5 NON-DISCRIMINATION

Section 5.01. Discrimination Prohibited

Neither the CITY nor the ASSOCIATION shall discriminate with regard to the implementation of any term or condition of this Agreement, against any officer covered by this Agreement in a manner which discrimination would violate any applicable federal or state law or any CITY ordinances on the basis of race, creed, color, national origin, age, sex, sexual orientation, or disability.

Section 5.02. Association Membership or Activity

Neither the CITY nor the ASSOCIATION shall interfere with the right of officers covered by this Agreement to become or not become members of the ASSOCIATION, and there shall be no discrimination against such officers because of lawful ASSOCIATION membership or non-membership activity or status.

Section 5.03. Association Fair Representation.

The ASSOCIATION recognizes its responsibility as the exclusive representative under the Meet and Confer Statute and agrees to fairly represent all officers in the Department covered by this Agreement.

ARTICLE 6 WAGES AND BENEFITS

Section 6.01. Base Wages

a) For Fiscal Year 2021 – 2022

Effective with the first pay period of Fiscal Year 2021 – 2022, the pay scale attached hereto as Exhibit A shall apply to all police officers covered by this Agreement.

b) For Fiscal Year 2022 – 2023

Effective with the first pay period of Fiscal Year 2022 – 2023, the pay scale attached hereto as Exhibit B shall apply to all police officers covered by this Agreement.

c) For Fiscal Year 2023 – 2024

Effective with the first pay period of Fiscal Year 2023 – 2024, the pay scale attached hereto as Exhibit C shall apply to all police officers covered by this Agreement.

d) Market Study Adjustment Clause

Provided however, if during the term of the Agreement, a market study, as defined by the City Manager, is conducted and market adjustments greater than 2.5% are deemed warranted, the police officers may receive a larger increase, if financially feasible.

Section 6.02. Agreement Supersedes §142.0015 of Texas Local Govt. Code

It is expressly agreed that this Agreement shall supersede the requirements of Texas Local Government Code section § 142.0015 to the extent of any conflict.

Section 6.03. Assistant Chiefs

The City Manager has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget.

Section 6.04. Education and Certificate Pay

It is understood that there are minimum requirements for education and TCOLE certificates for the various ranks in the Police Department. In the event that an officer possesses more than the minimum education and/or certification requirements for his/her rank, said officer shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time).

a) Certificate Pay

(1) Each officer holding an Intermediate TCOLE Certificate shall be paid fifty dollars (\$50.00) per month (\$23.07 per pay period). Each officer holding an Advanced TCOLE Certificate shall be paid one hundred fifty dollars (\$150) per month (\$69.23 per pay period). Each officer holding a Master TCOLE Certificate shall be paid three hundred dollars (\$300.00) per month (\$138.46 per pay period). An officer shall be entitled to receive the extra pay for only the highest TCOLE certificate he/she holds.

b) Education Incentive Pay

(1) Each officer holding an Associate's degree shall be paid one hundred twenty-five dollars (\$125.00) per month (\$57.70 per pay period).

(2) Each officer holding a Bachelor's degree shall be paid two hundred and forty dollars (\$240.00) per month (\$110.77 per pay period).

(3) Each officer holding a Master's degree shall be paid three hundred twenty dollars (\$320.00) per month (\$147.70 per pay period).

(4) Each officer who does not hold an Associate's degree, but has a minimum of sixty (60) hours from an accredited college or university and is currently receiving Education

Incentive Pay on the effective date of this Agreement shall continue to receive Education Incentive Pay in the amount of one hundred twenty-five dollars (\$125) per month (\$57.70 per pay period.)

An officer shall be entitled to receive the extra pay for only the highest degree he/she holds.

Section 6.05. Sick Leave Paid upon Retirement

During the term of this Agreement, a police officer who applies for and is approved for retirement under the TMRS retirement system shall be paid for accumulated hours of sick leave based upon years of service as follows:

Less than 10 years of service	No payment for sick leave;
10 to 15 years of service	Payment for up to 100 hours of accumulated sick leave;
15 to 20 years of service	Payment for up to 150 hours of accumulated sick leave;
20 to 25 years of service; and	Payment for up to 250 hours of accumulated sick leave;
More than 25 years of service	Payment for up to 300 hours of accumulated sick leave.

Police officers who resign or who are terminated will receive no payment for accumulated sick leave.

Section 6.06. Vacation Leave Pay

During the term of this Agreement, each officer, up to and including the rank of Assistant Chief, shall be paid up to 320 accumulated hours of vacation leave upon leaving employment with the CITY. Officers who fail to give two (2) weeks' notice or officers who are terminated will not be eligible for vacation payout.

Section 6.07. On-Call Pay

Each officer who is on-call shall be paid fifteen dollars (\$15) per day, regardless of the number of on-call assignments. No additional compensation will be received for on-call assignments during a holiday week.

ARTICLE 7 PROMOTIONS

The procedures with respect to promotions in the Police Department shall be carried out in accordance with the policy of the Police Department as set forth in Exhibits D-1 (Promotional Process for Sergeant and Lieutenant) and D-2 (Promotional Process for Police Commander and Assistant Chief of Police), attached hereto and incorporated herein for all purposes. The Chief of Police may make amendments to Exhibits D-1 and D-2 with the express written consent of the Association.

ARTICLE 8 HIRING PROCESSES

Section 8.01. Hiring Policy

The procedures for hiring in the Police Department shall be carried out in accordance with the policy of the Police Department as set forth in Exhibit E, attached hereto and incorporated herein for all purposes. The Chief of Police may make amendments to Exhibit E with the express written consent of the Association.

Section 8.02. Reappointment after Resignation

An officer who voluntarily resigns in good standing from the Police Department may apply and be reappointed at the discretion of the Police Chief upon completion of an updated background check and interview; provided however, that no more than twenty-four months has passed from the date of the resignation.

ARTICLE 9 DETERMINATION OF PHYSICAL AND MENTAL FITNESS

Section 9.01. Personal Physician Report

If a question arises as to whether a police officer is sufficiently physically or mentally fit to continue the person's duties, the police officer shall submit to the Director a report from the officer's personal physician, psychiatrist, or psychologist, as appropriate.

Section 9.02. If Report is Questioned

If the Director, the Chief or the police officer question the report, the Director shall appoint a physician, psychiatrist, or psychologist, as appropriate, to examine the police officer and to submit a report to the Director, the Chief and the officer.

Section 9.03. If Report Disagrees with Original Report

If the report of the appointed physician, psychiatrist, or psychologist, as appropriate, disagrees with the report of the police officer's personal physician, psychiatrist, or psychologist, as appropriate, the Director shall appoint a three-member board composed of a physician, a psychiatrist, and a psychologist, or any combination thereof, to examine the police officer. The board's decision regarding the officer's fitness for duty shall be final.

Section 9.04. Payment of Costs

The police officer shall pay the cost of the services of the officer's personal physician, psychiatrist, or psychologist, as appropriate. The CITY shall pay all other costs.

ARTICLE 10 PERSONNEL FILE

Section 10.01 Director to Maintain Personnel File

The Director shall maintain a personnel file on each police officer. The personnel file must contain any letter, memorandum, or document relating to:

- a)** a commendation, congratulation, or honor bestowed on a police officer by a member of the public or by the Police Department for an action, duty, or activity that relates to the officer's official duties;
- b)** any misconduct by the police officer if the letter, memorandum, or document is from the Police Department and if the misconduct resulted in disciplinary action by the Police Department in accordance with departmental policy; and
- c)** the periodic evaluation of the police officer by a supervisor.

Section 10.02. Insufficient Evidence

A letter, memorandum, or document relating to the alleged misconduct by the police officer may not be placed in the officer's file if the Chief determines that there is insufficient evidence to sustain the charge of misconduct.

Section 10.03. Removal from Personnel File

A letter, memorandum, or document relating to disciplinary action taken against the police officer or to alleged misconduct by the police officer that is placed in the officer's personnel file as provided in Sec. 11.02 above shall be removed from the officer's file if the Police Chief finds that:

- a)** the disciplinary action was taken without just cause; or
- b)** the charge of misconduct was not supported by sufficient evidence.

Section 10.04. Notice of Negative Document

If a negative letter, memorandum, document, or other notation of negative impact is included in a police officer's personnel file, the Chief shall, within 30 days after the date of the inclusion, notify in writing the affected police officer. The police officer may, on or before the 15th day after the date of receipt of the notification, file a written response in the personnel file to the negative letter, memorandum, document, or other notation.

Section 10.05. Copies

The police officer is entitled, on request, to a copy of any letter, memorandum, or document placed in the officer's personnel file. The CITY may charge the police officer a reasonable fee not to exceed the actual cost for any copies provided under this section.

Section 10.06. Release of Information

The Director may not release any information contained in a police officer's personnel file without first obtaining the officer's written permission, unless the release of the information is required by law.

Section 10.07. Police Department File

The Police Department may maintain a personnel file on a police officer for the Police Department's use, but the Department may not release any information contained in the Department file to any agency or person requesting information relating to a police officer. The Department shall refer to the Director a person or agency that requests information that is maintained in the officer's personnel file.

ARTICLE 11 DISCIPLINARY PROCEDURES

Section 11.01. Article 13 of the Round Rock Charter

During the term of this Agreement, the parties acknowledge and agree that **Article 13, POLICE DEPARTMENT DISCIPLINARY PROCEDURES**, Round Rock Charter shall continue to govern the procedure for the appeal of certain disciplinary actions.

Section 11.02. Code of Ordinances

During the term of this Agreement, the parties acknowledge and agree that disciplinary proceedings will be carried out in accordance with the terms and provisions of the Round Rock Code of Ordinances, Sections 2-179 through 2-184.

Section 11.03. Employment Status during Disciplinary Appeal Process

Disciplinary Action Review Panel (DARP) Appeal

During the term of this Agreement, an employee who is filing an appeal of a disciplinary action of termination will remain on administrative leave with pay until the Chief receives the decision from the Disciplinary Action Review Panel (DARP). For disciplinary actions other than termination, the employee may be placed on administrative assignment pending the DARP decision.

Upon receipt of the DARP decision, the Chief will decide whether to administer disciplinary action to the employee. The employee will return to work at the next scheduled shift following the DARP decision and any disciplinary action administered by the Chief.

Hearing Examiner Appeal

If the disciplinary action administered is termination and the employee chooses to appeal to a Hearing Examiner, the employee will be placed on leave without pay status until the Chief receives the decision of the Hearing Examiner.

Upon receipt of the Hearing Examiner decision, the Chief will finalize the disciplinary action. If the disciplinary action is overturned, the employee will be returned to an active pay status and back wages will be provided, if necessary, minus all active deductions not paid during the leave without pay status. This includes health, dental, vision and other voluntary benefits elected by the employee.

Section 11.04. Citizen Complaints

During the term of this Agreement, the Police Department will not accept personnel complaints alleging misconduct more than sixty (60) days after the alleged incident, with the following exceptions:

- a) When the alleged complaint involved a criminal violation by the employee, the criminal statute of limitations will determine the time limit for investigating the incident.
- b) When the complainant can show good cause for not making the complaint within the specified time limit.
- c) The Chief of Police shall have the discretion to investigate or order an investigation of any complaint when necessary to preserve the integrity of the department, regardless of time reported.

ARTICLE 12 TERM OF AGREEMENT

Section 12.01. Term of Agreement

a) This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made effective on any other date. It shall remain in full force and effect, subject to the provisions of this Article, until September 30, 2024.

b) The provisions of this Agreement do not apply to any officer who separates from CITY employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

Section 12.02. Notice and Renegotiation

If either the CITY or the ASSOCIATION desires to engage in negotiation for a successor Agreement, then either or both shall give the other party written notice of its desire to negotiate for a new Agreement no less than 120 days before the expiration of the present Agreement. In the event that notice of intent to renegotiate is given by either party, the parties will begin negotiations for a new Agreement not later than sixty (60) days after notice is given, unless the parties agree otherwise.

Section 12.03. Continuation During Negotiations

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the ASSOCIATION's and the CITY's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

Section 12.04. Effect of Termination

a) In the event that a successor Agreement has not been ratified before the expiration date of this Agreement, all provisions of this Agreement, both economic and non-economic, shall expire and no longer be in full force and effect, except as to specific Articles or Sections hereof which provide that some or all of their terms will continue beyond expiration of this Agreement.

b) After expiration/termination of this Agreement, it is expressly understood that the wages and compensation specified in this Agreement may then be placed at a level determined by the City Manager, as funds are authorized by the City Council.

Section 12.05. Funding Obligations

The CITY presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the CITY under this Agreement. All obligations of the CITY shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the CITY cannot meet its funding obligations, as provided in the State Constitution, this entire Agreement becomes null and void.

ARTICLE 13 MISCELLANEOUS

Section 13.01. Association Notices

Notices the ASSOCIATION is required to provide to the CITY under this Agreement or Chapter 142, unless specifically noted otherwise, will be provided in writing to the office of the Chief of Police and the City Attorney.

Section 13.02. City Notices

Notices the CITY is required to provide to the ASSOCIATION under this Agreement or Chapter 142, unless specifically noted otherwise, will be provided in writing to the ASSOCIATION President.

Section 13.03. Designation of Notice Recipients

Within 10 calendar days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

Section 13.04. Timeliness of Mail Notice

A notice provided by mail will be deemed timely if addressed to the two correct mailing addresses for the CITY or the ASSOCIATION and postmarked no later than the date such notice is due.

Section 13.05. Adequacy of Email Notice

Use of email communications under this paragraph shall be preceded by confirmed exchanges at the outset of this Agreement, from the sending to receiving servers, prior to using the email option for notices under this section. Each party agrees to provide notice of any change in email addresses of any designated recipient following the initial exchange of emails. In recognition of the fact that email systems are dependent on a number of technical factors, the parties agree to confirm the receipt of email notices by sending a “read receipt” to the other party or sending a brief acknowledgment of receipt. A notice sent by e-mail will be deemed timely if addressed to the two correct e-mail addresses for the CITY or the Association and sent by 4:59 p.m. on the due date.

Section 13.06. Notice of Address Changes

Notice of any changes of address or e-mail address must be provided in writing to the other party within 7 calendar days of the change.

Section 13.07. Subjects and Issues

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter not removed by law from the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the ASSOCIATION, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided for single issue negotiation above.

Section 13.08. Amendment of the Agreement

This Agreement may be amended during its term by the parties only by written mutual agreement.

Section 13.09. Benefit of the Bargain

In the event that the Texas Legislature amends any provision of Texas Local Government Code that changes wages or benefits for City of Round Rock Police Officers during the term of this Agreement, any such amendment shall not be applicable to the officers covered by this Agreement, unless the City Council adopts such amendment by Ordinance. Examples of wages and benefits include, but are not limited to, base salary, longevity, assignment pay, sick leave, vacation, health insurance, and weapon provision mandates.

Section 13.10. Effect of Illegal Provision

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.

Section 13.11. Change in Authorized Representative

During the term of this Agreement, if there is a withdrawal of recognition of the ASSOCIATION pursuant to Section 142.056 of the Texas Local Government Code, then it will be the CITY's option to continue the terms of this Agreement or to cancel the Agreement and engage in negotiations with the successor organization, if any.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF SEPTEMBER, 2021.

CITY OF ROUND ROCK

ROUND ROCK POLICE ASSOCIATION

CRAIG MORGAN, Mayor

LAUREN DOUGLASS, President

EXHIBIT A
Pay Scale for 2021-2022

Round Rock Police Department
Pay Step Plan



EFFECTIVE: Fiscal Year 2021-22

PROPOSED

	OFFICER		SERGEANT		LIEUTENANT		COMMANDER	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Base	\$30.43	\$63,286.50						
Step 1	\$32.67	\$67,956.93						
Step 2	\$34.08	\$70,880.05						
Step 3	\$34.74	\$72,264.33						
Step 4	\$35.42	\$73,671.67	\$38.63	\$80,357.36				
Step 5	\$36.11	\$75,102.09	\$41.37	\$86,057.67				
Step 6	\$36.82	\$76,578.66	\$42.18	\$87,741.88	\$45.91	\$95,492.13		
Step 7	\$37.54	\$78,078.30	\$43.00	\$89,449.16	\$48.98	\$101,887.90		
Step 8	\$38.27	\$79,601.01	\$43.85	\$91,202.58	\$49.94	\$103,872.03	\$52.66	\$109,540.91
Step 9	\$39.02	\$81,169.85	\$44.70	\$92,979.07	\$50.91	\$105,902.30	\$58.43	\$121,538.35
Step 10	\$39.79	\$82,761.77	\$45.58	\$94,801.70	\$51.91	\$107,978.72	\$59.53	\$123,830.72
Step 11	\$40.57	\$84,376.77	\$46.47	\$96,647.41	\$52.93	\$110,101.27	\$60.68	\$126,208.78
Step 12	\$41.36	\$86,037.89	\$47.37	\$98,539.25	\$53.96	\$112,246.91	\$61.85	\$128,651.12
Step 13	\$42.17	\$87,722.09	\$48.31	\$100,477.25	\$55.02	\$114,438.69	\$63.03	\$131,093.46
Step 14	\$43.02	\$89,488.05	\$49.25	\$102,438.30	\$56.09	\$116,676.61	\$64.22	\$133,578.64

EXHIBIT A

Pay Scale for 2022-2023

Round Rock Police Department Pay Step Plan



EFFECTIVE: Fiscal Year 2022-23

PROPOSED

	OFFICER		SERGEANT		LIEUTENANT		COMMANDER	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Base	\$31.34	\$65,185.09						
Step 1	\$33.65	\$69,995.64						
Step 2	\$35.10	\$73,006.45						
Step 3	\$35.78	\$74,432.26						
Step 4	\$36.48	\$75,881.82	\$39.79	\$82,768.08				
Step 5	\$37.19	\$77,355.15	\$42.62	\$88,639.40				
Step 6	\$37.92	\$78,876.02	\$43.45	\$90,374.14	\$47.29	\$98,356.90		
Step 7	\$38.66	\$80,420.64	\$44.29	\$92,132.63	\$50.45	\$104,944.54		
Step 8	\$39.42	\$81,989.04	\$45.16	\$93,938.65	\$51.44	\$106,988.19	\$54.24	\$112,827.14
Step 9	\$40.19	\$83,604.95	\$46.04	\$95,768.44	\$52.44	\$109,079.37	\$60.18	\$125,184.50
Step 10	\$40.98	\$85,244.62	\$46.95	\$97,645.76	\$53.47	\$111,218.08	\$61.32	\$127,545.64
Step 11	\$41.78	\$86,908.07	\$47.86	\$99,546.84	\$54.52	\$113,404.31	\$62.50	\$129,995.05
Step 12	\$42.61	\$88,619.02	\$48.80	\$101,495.42	\$55.58	\$115,614.31	\$63.71	\$132,510.65
Step 13	\$44.31	\$92,164.80	\$50.73	\$105,518.40	\$57.77	\$120,161.60	\$66.15	\$137,592.00

EXHIBITC

Pay Scale for 2023-2024

Round Rock Police Department Pay Step Plan




EFFECTIVE: Fiscal Year 2023-24

PROPOSED

	OFFICER		SERGEANT		LIEUTENANT		COMMANDER	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Base	\$32.28	\$67,140.64						
Step 1	\$34.66	\$72,095.50						
Step 2	\$36.15	\$75,196.64						
Step 3	\$36.86	\$76,665.22						
Step 4	\$37.58	\$78,158.27	\$40.99	\$85,251.12				
Step 5	\$38.31	\$79,675.81	\$43.89	\$91,298.59				
Step 6	\$39.06	\$81,242.30	\$44.75	\$93,085.36	\$48.71	\$101,307.61		
Step 7	\$39.82	\$82,833.26	\$45.62	\$94,896.61	\$51.97	\$108,092.87		
Step 8	\$40.60	\$84,448.71	\$46.52	\$96,756.81	\$52.98	\$110,197.84	\$55.87	\$116,211.95
Step 9	\$41.40	\$86,113.09	\$47.42	\$98,641.49	\$54.02	\$112,351.75	\$61.99	\$128,940.04
Step 10	\$42.21	\$87,801.96	\$48.35	\$100,575.13	\$55.07	\$114,554.63	\$63.16	\$131,372.01
Step 11	\$43.04	\$89,515.31	\$49.29	\$102,533.24	\$56.16	\$116,806.44	\$64.37	\$133,894.90
Step 12	\$45.64	\$94,931.20	\$52.25	\$108,680.00	\$59.50	\$123,760.00	\$68.13	\$141,710.40

EXHIBIT D-1

Promotions for Sergeant & Lieutenant

4/1.00.00	DEPARTMENT MANUAL	
RELATED CALEA	ROUND ROCK POLICE DEPARTMENT	
3.1.2, 34.1.1-7, 34.1.3, 16.3.1-7, 31.1.1-2, 31.2.1-3, 31.3.1-4	PART 4 - PROCEDURES SUBJECT: Administration	
RELATED TX/FED LAW:		
1701.502, Texas Occupation Code		

4/1.01.08 Promotional Process for Sergeant and Lieutenant

DEFINITION

Process Coordinator	The Human Resources Director or designee, who is responsible for every aspect of the promotional process.
Calendar Day	A day as listed on the calendar.
Business Day	The part of a day during which most city offices are operating, from 8 a.m. to 5 p.m. Monday through Friday.

POLICE SERGEANT

In order to be eligible for promotion to Sergeant, an Officer must have:

1. Either four continuous years of commissioned service with the Round Rock Police Department and a minimum of 30 college credit hours from an accredited institution prior to the test date or a total of six years of full-time commissioned service with the Round Rock Police Department.
2. An Intermediate Texas Commission on Law Enforcement (TCOLE) certification; and
3. Successfully completed all phases of the promotional process as outlined in policy.

POLICE LIEUTENANT

In order to be eligible for promotion to Lieutenant, a Sergeant must have the following by the promotion exam date:

1. Two years of continuous full-time experience as a Sergeant with the Round Rock Police Department.
2. An advanced TCOLE Certificate;
3. A minimum of 60 college credit hours from an accredited institution; and
4. Successfully completed all phases of the promotional process as outlined in policy.

GENERAL PROCESS

A notice will be posted using the City's hiring system for a period of fifteen calendar days for Sergeant or Lieutenant's processes. The notice shall contain the following information:

1. The position being tested for;
2. Minimum qualifications for the position(s);
3. Dates of the application period;
4. Application due date;
5. Date, time, and location of the written test (no less than 90 days from closing date of posted notice);
6. Date, time, and location of the assessment center;
7. A description of the applicable study material; and
8. The name of the process coordinator.

PHASE I: PROCESS POSTING AND PROMOTION APPLICATION

A notice containing the above listed information will be posted for a period of fifteen calendar days indicating that a promotional process is to begin. Candidates are responsible for completion and submission of an electronic application through the City hiring system, uploading a completed Form PD- 061-06, and providing all other supporting documentation no later than 5p.m. on the last day of the posting period.

PHASE II: PROMOTION APPLICATION REVIEW

The process coordinator will review the candidate's online application and determine if candidates meet the minimum qualifications to continue. The process coordinator will post a list of qualified candidates to continue in the process.

PHASE III: CANDIDATE BIOGRAPHY SUBMISSION AND WRITTEN EXAM

On the date of the written exam, candidates for Sergeant and Lieutenant will arrive at the designated testing location no later than the posted time and submit their completed Candidate Biography (PD-063-6) with supporting documentation for all points claimed prior to the beginning of the written **exam**.

A written test will be administered to all qualified candidates for Sergeant and Lieutenant. The test will be appropriate to the promotional level sought. A candidate must score seventy (70) percent or higher on the written test in order to qualify for the assessment center phase.

The written test scores constitute 30 percent of the total promotional score for the Sergeant and Lieutenant processes. Upon completion of this phase, the process coordinator is responsible for posting the written exam scores of the candidates.

The process coordinator will convene a Candidate Biography review panel consisting of Division Commanders or their designees no later than five business days following the written exam. The review panel will review/validate the Candidate Biography (PD-063-06) scores.

In cases where the candidate did not provide required supporting documentation, points will not be awarded for that area.

Scoring the Candidate Biography (Form PD-063-06) packet for Sergeant and Lieutenant processes will occur according to this formula and account for 30 percent of the total points for this phase:

<u>Area of Candidate Experience</u>	<u>Maximum Possible Impact on Score</u>
Promotional Readiness Assessment	+10 Points
College hours	+20 Points
Career Enhancements	+10 Points
Law Enforcement Experience	+10 Points
TCOLE Certificate	+10 Points
Awards	+05 Points
Disciplinary Action	-10 Points
Total Possible Points	65 Points

NOTE: Each section should be rounded to the nearest tenth (0.1) of a point.

1. Promotional Readiness Assessment, {10 possible points) the overall rating from the current year end Employee Performance Management Evaluation at the time of testing should be used as follows:
 - a. Candidates rated as meet expectations will receive 5 points.
 - b. Candidates rated as exceed expectations will receive 10 points.
2. College Hours. Points for college credit hours will be calculated by scoring 1 point for every eight credit hours of college credit received by the candidate, with a total of twenty {20) possible points.
3. Career Enhancements {10 possible points). Each of the below listed assignments adds five (5) points to a candidate's score, up to a maximum of ten (10) points. To receive credit, the officer must have completed a minimum of one year in a special assignment, such as:
 - a. Special Weapons and Tactics Team (SWAT)
 - b. Collision Reconstruction Team
 - c. School Resource Officer (SRO)
 - d. Detective
 - e. Investigator (Traffic, Organized Crime Unit, Narcotics, Internal Affairs, etc.)
 - f. K9 Unit
 - g. Training Unit
 - h. Community Affairs Officer
 - i. Field Training Officer (FTO); one year equals 5 points, two years equals 10 points
4. Law Enforcement Experience. Candidates score one point for each full year of service over four years for those in a Sergeant's process and one point for each full year over six years for those in a Lieutenant's process - up to a maximum of ten points.
5. TCLEOSE Certificate (10 possible points). Candidates with an Advanced Certificate score five(S) points. Candidates with a Master's certificate score an additional five (5) points.

6. Awards (5 possible points). Candidates score points for awards that result in the presentation of a uniform ribbon bar as detailed in Section 4/1.02.07, *Department Commendations*, of the Department Manual. Candidates score one (1) point for each such award, up to a maximum of five(5) points.
7. Disciplinary Action (10 possible points in reduction). Candidates lose two (2) points for each Letter of Reprimand received during the two-year period ending on the written test. Candidates lose three (3) points for each eight (8) hours of suspension received during the two-year period ending on the written test date, up to a maximum potential loss of 10 points.

The process coordinator is responsible for posting the combined written exam and Candidate Biography scores. These scores reflect 60 percent of the total promotional score for Sergeant or Lieutenant promotional process.

PHASE IV: ASSESSMENT CENTER

The assessment center is designed to evaluate the candidate's critical/strategic thinking skills, leadership ability, counseling/mentoring ability, employee career-development skills, and professional written and verbal communications skills. Assessment center participants will perform a variety of scenarios that may include time-sensitive challenges; problem identification and corrective action; demonstrations of leadership skills and styles; team concepts; discipline skills; and action plans. The assessment center also will include an oral interview which may cover areas such as employment history, training, career objectives, and items covered in the Candidate Biography {PD-063-06} to include other areas of the Assessment Center.

The assessors will generally consist of three law enforcement personnel and one civilian from outside the Department. Exercises will be appropriate to the promotional level sought. The assessment center will count as forty {40} percent of the total score for relevant promotional processes.

PHASE VI: FINAL SCORING

Calculation of an applicant's final score for Sergeant and Lieutenant processes is

as follows: Final Score= {Candidate Review Score [Jig.30] + (Written Test Score



0.30) + (Assessment Center Score [[Ilg.40)

The following is an example of this scoring process at work: Segment of Process	Example Result	Weight of Segment	Score
Candidate Biography (Form PD-063-06) Review	55 Points	0.30 (30%)	16.5
Written Test	91 Percent	0.30 (30%)	27.3
Assessment Center	85 Percent	0.40 (40%)	34.0
FINAL SCORE			77.8

ELIGIBILITY LISTS

At the conclusion of the process, an eligibility list of candidates containing a total score of 60 or higher will be posted in descending order. In cases of identical scores, length of service with the Round Rock Police Department will determine the ranking. All lists remain in effect for a period of two (2) years from the date of posting or upon exhaustion of the list.

Should any person on an eligibility list elect not to accept a promotion, the candidate will be skipped and placed back on top of the eligibility list. If the candidate elects not to accept a second promotional offer they will be removed from the list and may not be considered for promotion for the duration of that list.

RESPONSIBILITIES

Chief of Police

The eligible promotional candidate for Sergeant or Lieutenant having the highest grade on the eligibility list shall be promoted as vacancies at that rank occur unless the Chief of Police has a valid reason for not appointing the person. If the Chief has a valid reason for not appointing the eligible promotional candidate having the highest grade, he or she shall personally discuss the reason with the person being bypassed before appointing another person from the eligibility list. The Chief shall also file the reason in writing and shall provide the person with a copy of the written notice. In the event that an eligible promotional candidate for Sergeant or Lieutenant is bypassed for promotion by the Chief of Police, that candidate may appeal that decision to the City Manager. All such appeals shall be made in writing to the City Manager within five business days following the employee's receipt of the Chief's written notice.

Process Coordinator

The coordinator is responsible for every aspect of the promotional process, including the posting of applicable notices, notification of applicants, preparation of materials, calculating and maintaining all scores during the process, creation of the eligibility lists, and facilitation of the appeals panel.

Candidate

The candidate is responsible for timely application and submission of all required paperwork to include all supporting documentation and the acquisition of related study materials that may be required and being on time for the promotional phases.

REVIEW AND APPEAL OF PROCESS FOR SERGEANT AND LIEUTENANT

Appeals Panel

Employees may appeal the results of their own promotional processes. All appeals (except of the written test) shall be made in writing to the process coordinator within five business days following the posting of phase results. The review panel shall convene and render a decision within five business days of the appeal deadline of each phase.

A panel consisting of three members appointed by the Chief or his designee and holding at least the rank of the position being tested will comprise the appeals panel. The appeals panel hears appeals and renders final decisions as described within each phase of the process. The process coordinator will facilitate as required.

The final decision for each appeal will be determined by majority vote. The senior member of the appeals panel will chair the panel and document and present the panel's decision.

Appeal of Written Test Scores


The coordinator will allow each candidate two hours to review their written test and related testing material immediately following the conclusion of the test. If an employee wishes to appeal, they must complete and sign the written appeal form. Following the review period, the appeals panel will convene as necessary to review all appeals of the written test and to render final decisions within three days of the completion of the written test. The process coordinator is responsible for finalizing the scores of each candidate and posting the scores. There are no other appeals permitted beyond the final decision of the appeal panel.

REAPPLICATION

If a candidate is on the promotional list and the list has the potential of expiring prior to the next testing process, then that candidate may re-apply for the next testing cycle without being removed from the current list.

EXHIBIT D-2

Promotions for Police Commander & Assistant Chief

4/1.00.00 RELATED CALEA 3.1.2, 34.1.1-7, 34.1.3, 16.3.1-7, 31.1.1-2, 31.2.1-3, 31.3.1-4 RELATED TX/FED LAW: 1701.502, Texas Occupation Code	DEPARTMENT MANUAL ROUND ROCK POLICE DEPARTMENT PART 4- PROCEDURES SUBJECT: Administration	
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4/1.01.09 Promotional Process for Police Commander and Assistant Chief of Police

DEFINITION

Process Coordinator	The Chief of Police or designee shall serve as the process coordinator, who is responsible for every aspect of the promotional process.
Calendar Day	A day as listed on the calendar.
Business Day	The part of a day during which most city offices are operating, from 8 a.m. to 5 p.m. Monday through Friday.
Adequate Pool of Candidates	For the purposes of this policy, an adequate pool of candidates is achieved when three or more applicants are available for an open position in the Commander and Assistant Chief ranks.

POLICE COMMANDER

In order to be eligible for promotion to Commander, an applicant must have the following by the submission deadline for the Candidate Biography form (PD-061-06):

1. Be a current Lieutenant who has successfully completed the probationary period as Police Lieutenant at the Round Rock Police Department.
2. Have an Advanced Texas Commission on Law Enforcement (TCOLE) CLEOSE Certificate.
3. Two years of continuous experience as a Police Lieutenant with the Round Rock Police Department.
4. Completion of an approved executive-level training program (examples: Leadership Command College, FBI National Academy).
5. Bachelor's Degree from an accredited institution.

ASSISTANT CHIEF OF POLICE

In order to be eligible for promotion to Assistant Chief of Police, an applicant must have the following by the submission deadline for the Candidate Biography form (PD-061-06):

1. Have successfully completed the probationary period as a Police Commander with the Round Rock

Police Department.

2. Advanced TCOLE Certificate.
3. Two years of continuous experience as a Police Commander with the Round Rock Police Department prior to the assessment date.
4. Completion of an approved executive-level training program (examples: Leadership Command College, FBI National Academy).
5. Bachelor's Degree from an accredited institution.

GENERAL PROCESS

Notice will be posted for a period of fifteen calendar days indicating that a promotional process is to begin for Commander or Assistant Chief. The notice shall contain the following information:

1. The position(s) being tested for
2. Eligibility requirements for the position(s)
3. Dates of the application period
4. Application due date
5. Date, time, and location of the Chief's interview.
6. The name of the process coordinator

The Chief of Police may waive the posting period for a Commander or Assistant Chief's process, provided all eligible candidates are notified. Candidates are responsible for completion and submission of the Candidate Biography form (PD-061-06) with supporting documentation to the process coordinator no later than 5 p.m. on the last day of the posting period or as determined by the Chief of Police when the posting period is waived.

In the event that an adequate pool of candidates for an open Commander or Assistant Chief position is not available, the Chief of Police may waive one or more of the eligibility requirements for the position in order to obtain an adequate pool of applicants. In no case will the Chief of Police waive the requirements that a Commander's applicant be a Lieutenant or that an Assistant Chief's applicant be a Commander.

INTERVIEW WITH THE CHIEF OF POLICE

Selections for Commander and Assistant Chief will be made by the Chief of Police based on the submitted Candidate Biography form (PD-061-06) with supporting documentation and an interview with the Chief of Police. This interview may (a) include uniform questions and rating scales, (b) assess a defined set of personal attributes, and (c) be recorded on a standardized form. The interview questions may be designed to touch on various job-related elements of the vacant position.

On the date of the interview with the Chief of Police, candidates will arrive at the designated location no later than the posted time. The Chief of Police may choose to have others present during the interview.

RESPONSIBILITIES

Chief of Police

The Chief acts as process coordinator unless a designee is named. The Chief conducts the interview process and makes the promotion selections.

At the conclusion of a Commander's interview process, the Chief shall establish a one-year eligibility list rank-ordering the applicants. Those on the eligibility list shall be promoted as vacancies at that rank occur, unless the Chief of Police has a valid reason for not appointing the list-ranked person. If the Chief has a valid reason for not appointing the eligible promotional candidate having the highest rank order, he or she shall personally discuss the reason with the person being bypassed before appointing another person from the eligibility list. The Chief shall also file the reason in writing and shall provide the person with a copy of the written notice.

Process Coordinator

If the coordinator is not the Chief of Police, that designee oversees and coordinates the Commander or Assistant Chief promotional process. The coordinator is responsible for every aspect of the promotional process, including the posting of applicable notices, notification of applicants, and the scheduling of interviews.

Candidate

The candidate is responsible for timely application and submission of all required paperwork to include all supporting documentation and being on time for the promotional interview.


APPEAL OF COMMANDER AND ASSISTANT CHIEF SELECTIONS

The positions of Commander and Assistant Chief are directly selected by the Chief of Police, and such appointments are not subject to appeal.

4/1.01.10 Eligibility Lists

At the conclusion of any process whereby an eligibility list is established, the names will be arranged in order of the final scores received from the highest passing scores to the lowest passing score. In case of identical scores during a promotional process, time in grade will determine the ranking between the identical scores.

EXHIBITE Officer Selection

4/1.00.00	DEPARTMENT MANUAL	
RELATED CALEA	ROUND ROCK POLICE	
3.1.2, 34.1.1-7, 34.1.3, 16.3.1-7, 31.1.1-2, 31.2.1-3, 31.3.1-4	DEPARTMENT PART 4 - PROCEDURES SUBJECT:	
RELATED TX/FED LAW:	Administration	
1701.502, Texas		

4/1.01.11 Selection of Officers

SELECTION PROCEDURES

The selection process consists of thirteen separate and distinct procedures. These are, in the order of their occurrence:

1. Application (described earlier in this procedure)
2. Written aptitude test

An active commissioned police officer who applies for an entry level officer position is not required to take the written aptitude test. These applicants will proceed to the next step in the selection process.

- A. The administered test shall be a validated written entry-level selection test.
- B. Candidates must achieve a score of no less than 70 percent on the written exam.
- C. Candidates who fail to achieve a passing score shall be disqualified from further testing. These candidates may reapply in accordance with the procedures outlined elsewhere in this procedure.
- D. While taking the written test candidates shall be disqualified for looking at another's test, discussing questions or answers or attempting to obtain answers in any other manner.
3. Physical ability testing
 - a. Candidates must complete the agility course in the time allowed.
4. Preliminary Interview Board
 - a. Candidates must pass an oral interview that will assess interpersonal skills and judgment.
5. Hilson examination
 - a. Only a designee of the Training Division shall administer the Hilson examination.
 - b. The results of the exam will be evaluated by a licensed psychologist.
6. Personal history check
 - a. A check of each candidate's personal history, based upon information supplied by the candidate in the application packet, shall be conducted.

- b. The personal history check may be grounds for disqualification of a candidate if it reveals disqualifying facts and information.

7. Background investigation

- a. A thorough background investigation shall be performed on each candidate by the recruiting coordinator or his designee.
- b. Only personnel trained in collecting the required information shall be used to conduct background investigations.
- c. The background investigation shall include:
 - i. Verification of information supplied on the application
 - ii. Verification of the candidate's qualifying credentials
 - iii. A review of the candidate's criminal history, if any, through TCIC/NCIC
 - iv. A review of the candidate's driving record, if any
 - v. A check of the candidate's financial credit history
 - vi. Verification of at least three personal references of the candidate
 - vii. Contact with police agencies in cities and towns where the candidate has lived
 - viii. A review of the candidate's employment history
 - ix. Personal contact whenever possible with the candidate's references: neighbors, family, school administrators, etc.
 - x. A check of social media applications which the applicant may use
- d. Investigators shall use whatever legal means are at their disposal - including teletype, computers, agency records, phones, and personal contacts - to thoroughly verify and investigate information.
- e. Investigators shall follow leads and information to further the scope of the investigation and are not limited by the information supplied on the application.
- f. Verification of all information shall be supported by written notations.
- g. A record of each candidate's background investigation shall be maintained on file for at least five years.
 - 1. Files of candidate's placed on probationary status shall be maintained in the employee's personnel file within the Department.
 - 2. The Department maintains files of unsuccessful candidates.

8. Personal history review

- a. A combination of at least three division commanders will be empaneled to review the completed personal histories.
- b. Collectively, they determine - based on Department standards - whether the applicant continues in the selection process.

9. Oral review board

- a. The oral interview
 - 1. The oral interview process shall be used.
- b. The interview panel
 - 1. The interview panel shall consist of three sworn members, and two civilian employees appointed by the Training Division Commander. One member shall be appointed to chair the panel for each group of candidates.
 - a. Once impaneled, the review board shall remain intact to complete the review of all candidates unless an emergency prevents the same board from remaining intact.
 - b. The officer conducting background investigations may participate in the interview but shall not score the candidate.
- 10. The Chief of Police, based upon the results of the selection process and his or her personal review, shall make the final determination as to which candidates are appointed to the eligibility list.
- 11. Drug-screening examination
 - a. A drug screen shall be administered to fairly determine the recent use of illegal drugs.
 - b. A drug screen will be conducted only after a conditional job offer has been made.
- 12. Examination of emotional stability and psychological fitness
 - a. Only qualified professionals shall assess the emotional and psychological condition of a candidate.
 - b. A battery of tests, including a personality inventory, shall be administered to each candidate.
 - c. A record of the results of the tests shall be maintained on file at the Department or the City Human Resources Department, depending on whether the candidate is appointed to probationary status.
 - d. The examination will be conducted only after a conditional job offer has been made.
- 13. Medical/physical examination
 - a. A medical and physical examination shall be given to each candidate to check for general health, fitness, and conditioning.
 - b. Results shall be evaluated according to the candidate's height, weight, and age and based on procedures that are valid, useful, and nondiscriminatory.
 - c. Only a licensed physician shall determine the general health and physical fitness of a candidate.
 - d. A record of the test results shall be maintained as part of the candidate's personnel file.
 - e. The examination will be conducted only after a conditional job offer has been made.

APPOINTMENT TO PROBATIONARY STATUS

- 1. An officer on probationary status means a sworn police officer employed by the Department who has not completed the Department's field training program or who has served for less than one year following the successful completion of the Department's field training program.
- 2. Officers who are reinstated after having resigned from the Department for no longer than one

year shall be on probation for a period of at least six months.

3. Employees on probation must successfully:
 - A. Attend and successfully complete the basic academy if basic certification from TCOLE is not already held.
 - B. Successfully complete all phases of the Department Field Training Officer (FTO) program.
 - C. Function in a proficient and professional manner to the satisfaction of Department management.
4. Employees on probationary status shall be evaluated as follows:
 - A. While in the field-training program in accordance with the FTO manual.
 - B. Probationary employees shall be allowed to appeal their performance reports during the probationary period by following the procedures outlined in *Employee Performance Management Review Manual: Round Rock Police Department*.
 - C. Employees who successfully complete all phases of the FTO program may be appointed to probationary status.
 1. A documented end of FTO phase review will be conducted with the employee.
 2. Quarterly performance reviews will occur during the employee's probationary term.



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Tech Logic Corporation for the purchase of an automated material handling system for the new library building.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Michelle Cervantes, Director

Cost: \$235,125.20

Indexes: 2014 General Obligation Bonds

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

Department: Library

Text of Legislative File 2021-257

Agreement for the purchase of the automated material handling system, book drops, software, installation and training for the new library building.

Cost: \$235,125.20

Source of Funds: 2014 General Obligation Bonds

RESOLUTION NO. R-2021-257

WHEREAS, the City of Round Rock (“City”) desires to purchase an automated material handling system for the City’s library; 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, Tech Logic Corporation is the sole source distributor for these goods and services, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with Tech Logic Corporation to purchase an automated material handling system for the library, 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 an Automated Material Handling System with Tech Logic Corporation, 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 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****City of Round Rock Purchasing
Justification Form**

Date:	6/24/21	Department Name:	Public Library
To:	Purchasing	Requestor Name:	
		Phone Number:	

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

☐ **Goods Purchased for Subsequent Retail Sale**

- ☐ A procurement of goods being purchased for subsequent resale by the City.

☐ **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

- o A procurement of personal (an individual performing service), professional, or planning services

☐ Other

- o Cite the applicable Texas Local Government Code Chapter 252 exemption in the justification box below.

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)

Tech Logic's ecosystem (currently CircIT and in the future "BaseCamp") is currently implemented at the Round Rock Public Library. Tech Logic is solely responsible for all design, installation, integration, support, and maintenance of their products. Any specific hardware or software development related to Tech Logic's BaseCamp can only be designed, built, integrated, or programmed by Tech Logic's development team.

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:	Tech Logic
Description:	Automatic Material Handling Machine

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 \$ 235,125.20

Recommended
By

Geeta Halley 6-25-2021
Requestor Date

Approved
By

Michelle Curran 6-25-2021
Department Manager, Asst Director or Director Date

Purchasing Office
Review

[Signature] 6/28/21
Purchaser Date

Purchasing Office
Management Review

[Signature] 6.28.21
Purchasing Manager (over \$50,000) Date

EXHIBIT

"B"

**CITY OF ROUND ROCK
AGREEMENT FOR
AN AUTOMATED MATERIAL HANDLING SYSTEM
WITH
TECH LOGIC CORPORATION**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the purchase of an automated material handling system for the City of Round Rock's library (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2021, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and TECH LOGIC CORPORATION, 835 Hale Avenue N, Oakdale, Minnesota 55128 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase an automated material handling system for the library; 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, Services Provider is the sole source provider of the hardware and software required to operate the system; and

WHEREAS, the City desires to procure said goods and services from the Services Provider; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to pay for said services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE 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 or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City reserves the right to review the relationship with Services Provider at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full. In the event of a conflict, pages one (1) through nine (9) shall be given preference.

4.01 SCOPE OF WORK

Services Provider shall satisfactorily provide all goods and services described under the attached Exhibit "A." Services Provider's undertakings shall be limited to performing services for

the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall provide its goods and perform its services in accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and related services set forth in the attached Exhibit "A," City agrees to pay Services Provider an amount not-to-exceed **Two Hundred Thirty-Five Thousand One Hundred Twenty-Five and 20/100 Dollars (\$235,125.20)** for the term of the Agreement. Said payments shall be made as set forth in the *"AMH Payment Terms and Support"* section of the attached Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year. Any early termination due to non-appropriation of funds shall not obligate Services Provider to refund any prepaid fees.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or 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 the performance and/or deliverables or services, whichever is later. Services Provider 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); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause 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 Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

City represents it is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers

12.01 CITY'S REPRESENTATIVE

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

Geeta Halley
Assistant Library Director
216 East Main Street
Round Rock, Texas 78664
(512) 218-7016

13.01 INSURANCE

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

14.01 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 as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its 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.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for 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 this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any term of this Agreement.

19.01 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 shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 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 the recipient's address as stated in this Agreement; 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 Services Provider:

Tech Logic Corporation
835 Hale Avenue N,
Oakdale, Minnesota 55128

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

21.01 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 the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Services Provider 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.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or 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 or 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 section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

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

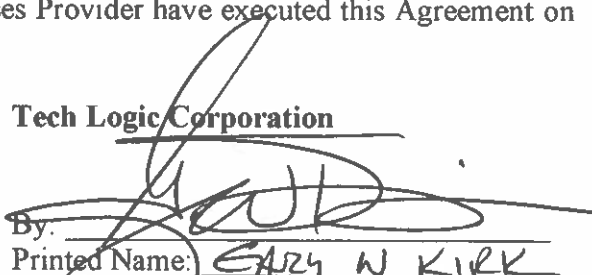
Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Tech Logic Corporation

By: 
Printed Name: GARY N KIRK
Title: PRESIDENT
Date Signed: AUGUST 16, 2021



835 Hale Avenue North
Oakdale, Minnesota 55128
(800) 494-9330
www.tech-logic.com

Round Rock Public Library

totalAMH System

Quote Submitted:
6/22/2021

Quote Valid Until:
120 days from quote date



Tech Logic is pleased to submit this proposal to the **Round Rock Public Library** for our totalAMH System. We appreciate the opportunity to be considered for this project and believe that Tech Logic will provide the very best solution available.

Why Choose a Tech Logic AMH Solution?

Tech Logic has been in the automated material handling (AMH) business for over 22 years. We invented and developed the concept of automated material handling in libraries and have more automated material handling systems installed than any of our competitors. We design, develop, manufacture, install and service every AMH product and solution we sell. Our products are designed to be modular, flexible and turnkey because we understand that every library has different needs.

Most library AMH systems were originally designed for use in warehouse settings or use generic components cobbled together to “work” for libraries. In these scenarios, the systems and components were built to handle uniform shapes, rather than the varied shapes and sizes of library materials. Many of these systems are converted to “accommodate” library items. Tech Logic Systems were designed “from the ground up” specifically for library materials so that you can be assured that items are handled gently and accurately.

Tech Logic’s patented SMARTBIN (used for loading, sorting and transporting items) include a photoelectric eye that tells the bin to adjust its floor according to the level of books. Even if you only have one book in a SMARTBIN, that book will still be at the top of the bin. If you’ve ever had to reach down into a bin as you empty that bin, you know how difficult this motion becomes when repeated over and over. Consider how much physical labor will be saved over the 20+ years it is expected to be in use.

Tech Logic’s totalAMH SEPERATOR can actually separate material as the books are moved from the patron’s hands to the sorter. This means that patrons can return stacks of items (something they are already accustomed to) while the system “separates” them gently down to one item so that they can then easily be checked in and sorted. Systems that force patrons to feed books into the return one-by-one are basically forcing the patron to “separates” for the system. This process also forces them to perform the check-in! We all have less “time” these days, why invest in a system that takes more of it? Tech Logic’s system-design mentality recognizes that patrons cannot be counted on to follow directions so we design systems that assume they will not.



A Tech Logic totalAMH System will introduce greater efficiency, safer work environments and less physical work for both library staff and patrons. These time and labor savings are cumulative and will be part of the daily workflow and will result in a significantly higher degree of satisfaction experienced by patrons served by your library in the following ways:

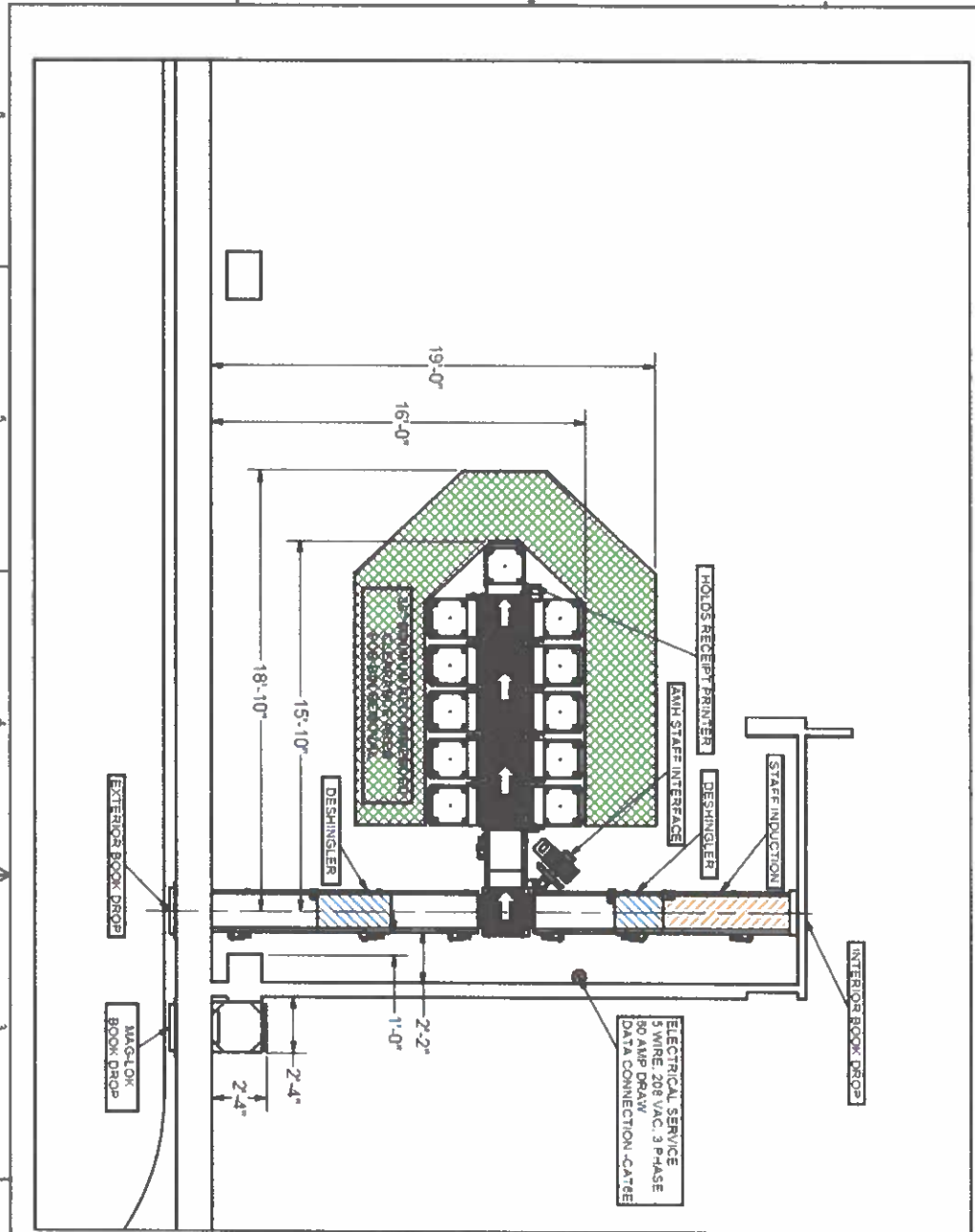
- ✓ Our “hands-free” drops are weather-proof and can be located such that the AMH system sorts 100% of item returns.
- ✓ Item-returns are fast, easy and anticipate worst possible patron behavior as part of the core design.
- ✓ totalAMH System is designed to allow patrons to return multiple items at a time (one-handed) so that current patron-behavior will not need to be modified.
- ✓ 100% returns means a greater return on investment than any other vendor can deliver.
- ✓ SMARTBINS and chutes from Tech Logic handle library items with the care so that they last longer.
- ✓ Sorting parameters can be changed whenever necessary so that the library can react to changing needs of an eclectic patron base.
- ✓ Deliveries to and from regional and branch libraries can be done in containers that best meet the space and time constraints defined by those individual libraries. This means that you can utilize existing totes or our smart-bins depending on volume and available space.
- ✓ Staff will not need to print or apply transit or hold slips at the circulation desk.
- ✓ When necessary or desirable, “holds” can be segregated from simple returns when volume warrants’ this action.
- ✓ Daily statistics can be gathered and viewed by appropriate staff from any PC.
- ✓ Our patented SMARTBIN (used for loading and sorting) will improve efficiencies and reduce physical labor at any library. These bins include a photoelectric eye that tells the bin to adjust its floor according to the level of books.

Any AMH solution that offers receipts (and touchscreens) at the book return is **by-design** establishing a one-at-a-time (very slow) items-return process. With this in mind, our totalAMH solutions include a simple item-return process that your patrons “already know how to use”. No receipt printing, no touch-screens and no barcode scanners. We know from many years of real-world experience that the most successful system is the one that allows patrons to “drop-n-go”.



Technical Drawing

REV	DESCRIPTION	DATE	BY
1	RELEASE TO PROPOSAL	01/24/2020	LTA



PROPOSAL DRAWING

DO NOT BUILD TO THIS PRINT

DRAWING FOR REFERENCE ONLY
SYSTEM LAYOUT MAY VARY ONCE
CAD DRAWINGS ARE PROVIDED FOR
VERIFICATION OF ELEVATIONS AND
ROOM DIMENSIONS

- NOTES:**
1. ELECTRICAL REQUIREMENTS: 208 VAC 3 PHASE 5 WIRE SERVICE SEE PRINT FOR LOCATION AND AMP DRAW
 2. CUSTOMER RESPONSIBLE FOR BOOK DROP OPENING
 3. OWNER'S ELECTRICAL CONTRACTOR WILL ROUGH IN POWER AT THE APPROXIMATE LOCATION SHOWN ON PRINT AT INSTALLATION. OWNER'S ELECTRICAL CONTRACTOR WILL CONNECT THE LIBRARY'S POWER TO THE POWER DISTRIBUTION CABINET SUPPLIED BY TECH LOGIC.
 4. IF ELECTRICAL BOX IS MOUNTED TO LIBRARY WALL THEN CONTRACTOR WILL NEED TO PULL CONVEYOR MOTOR WIRE FROM CONTROL BOX TO EACH CONVEYOR MOTOR AND MAKE CONNECTIONS TO THE LIBRARY'S ELECTRICAL SYSTEM. ONCE CONNECTIONS ARE MADE TECH LOGIC WILL VERIFY CONNECTIONS AND POWER UP SYSTEM.
 5. CABINETS WITHIN THE SORTING SYSTEM WILL BE FACTORY MOUNTED TO MACHINES. POWER CONNECTION BETWEEN CABINETS ON MACHINE WILL BE COMPLETED BY TECH LOGIC OR LOCAL CONTRACTOR AS REQUIRED.
 6. OWNER'S CONTRACTOR TO PROVIDE ONE (1) CAT5E CONNECTION TO LIBRARY'S WAN FOR SIP CONNECTION AND REMOTE TROUBLESHOOTING.
 7. TECH LOGIC CONFORMS TO ADA (AMERICANS WITH DISABILITIES) AND 3 WIRE-INS-SECTION 119. REPAIR BOXES AND FUEL DISPENSERS AND SECTION 309 (REACH RANGES) SUBSECTIONS 308.2.1, 308.3 AND 308.1, WHICH DICTATE A 15" MINIMUM TO 45" MAXIMUM UNOBSTRUCTED REACH RANGE.
 8. THREE FEET (3'-0") MINIMUM CLEARANCE SUGGESTED FOR MANEUVERABILITY AROUND AUTOMATED MATERIAL HANDLING SYSTEM.
 9. RECOMMENDED OPERATING TEMPERATURE RANGE 65°F TO 75°F OPERATING TEMPERATURE LIMITS 40°F TO 100°F.

PROPRIETARY NOTICE:
ALL DRAWINGS AND IDEAS HEREIN CONSTITUTE A CONFIDENTIAL DISCLOSURE OF TECH LOGIC CORPORATION AND ARE ITS EXCLUSIVE PROPERTY AND MUST NOT WITHOUT WRITTEN AUTHORIZATION BE COPIED, REPRODUCED, COPIED OR APPROPRIATED IN WHOLE OR IN PART FOR ANY PURPOSE.

Tech Logic
COUNTY ROUND ROCK
BRANCH MAIN
DESC 11 BIN A-H WITH INTERIOR AND EXTERIOR BOOKDROP

STATE TEXAS
COUNTY ROUND ROCK
BRANCH MAIN
DESC 11 BIN A-H WITH INTERIOR AND EXTERIOR BOOKDROP

REV: 1 8'-1 0" 1

SYSTEM NO. ATX_ROUND ROCK_MAIN_01_1_U19_20200124_LTA



3D Renderings

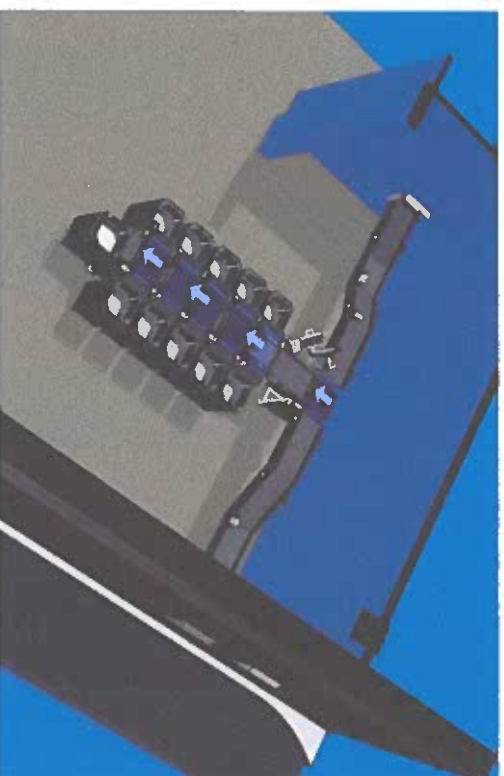
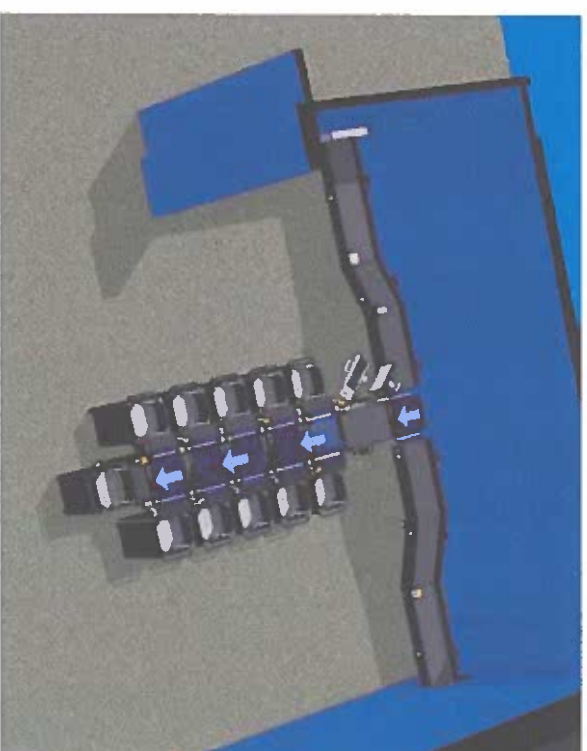
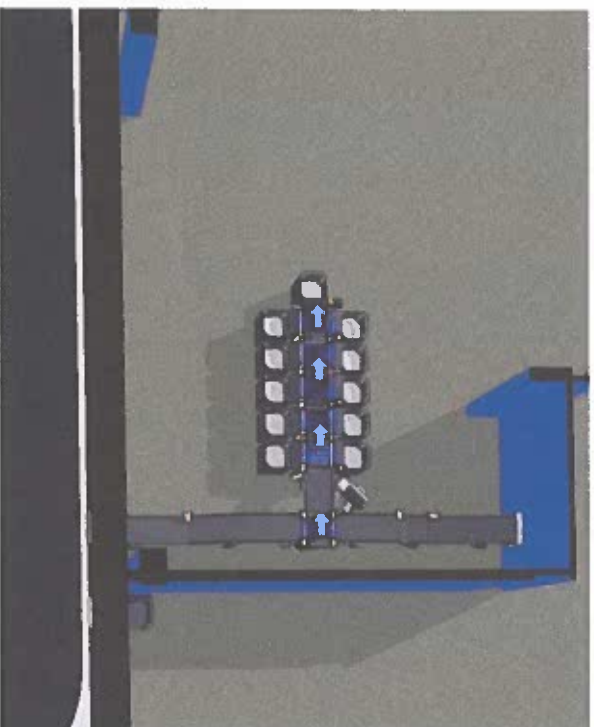


Exhibit "A"



Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	11 Bin AMH with Interior and Exterior Book drops	\$187,249.12	\$187,249.12
1	ASTSOFT	Multi-Bin System Control Software	\$10,195.15	\$10,195.15
1		Installation and Training	\$12,920.94	\$12,920.94
11	25016614	Tech Logic EZ Bin	\$1,150.00	\$12,650.00
1	35006502	Manual Book Drop Slide Chute	\$460.00	\$460.00
1	45008115	AMH,Book Drop Manual Door W/ Mag-Lock	\$5,550.00	\$5,550.00
		Shipping		\$6,100.00
		Total Contract Pricing		\$235,125.20

AMH Payment Terms and Support:

- I. A first payment, in an amount of forty percent (40%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work pursuant to this Agreement shall not begin until such payment is received and verified by Tech Logic.
- II. A second payment, in an amount of fifty percent (50%) of the Contract Price, shall be due within ten (10) days after a Notice of Completion of Manufacturing Design is submitted to Library.
- III. A third payment, in the amount of (5%) of the Contract Price, shall be due within ten (10) days of the date on which notification is made by Tech Logic to Library that manufacturing, final testing and pre-shipment inspection of the TLS is complete and ready to be shipped to Library. Library has the right and may elect to inspect the TLS (at the Library's expense) prior to actual shipment to Library. Failure of the Library to inspect the TLS prior to shipment to the Library shall not cause a delay of the third payment to Tech Logic.
- IV. Final payment, in an amount of five percent (5%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be paid within ten (10) days of Tech Logic's delivery to the Library of the Notice of Completion.

Further, if a delay occurs then the final 5% payment hereunder shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, the final 5% payment hereunder shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to Library that the TLS is ready for shipment to Library.

Performance Bond & Payment Bond:

Costs associated with Performance & Payment bond requirements are the sole responsibility of the library.

Payment Schedule for Change Orders:

The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth as above.

Interest Charges:

If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month.

Software and Hardware Support

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually. Hardware Support is Optional.
- Annual Support/Software and Maintenance Programs automatically increase 4% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

Notes:

- 1) SIP or SIP2 is required and needs to be acquired. Please ensure that the SIP & ILS implementations are of the latest versions.
- 2) The SIP interface which integrates AMH systems with ILS software is provided by the ILS vendor.



Lease Financing Option

Payments below reflect the \$1.00 Purchase Option

Estimated Monthly Lease Payment:

Based on Lease Amount of:		\$235,125.20
36 Month Lease	\$	7,300.64
48 Month Lease	\$	5,603.03
60 Month Lease	\$	4,584.94

The above quote is subject to credit approval. Valid for 14 days.

Finance questions? Call US AT 800-606-0049 Ext 140 or

e-mail Corinne@horizonkeystone.com

Click [link](http://www.applyforlease.com) below for Online Lease Application

<http://www.applyforlease.com>



The Value of Municipal Financing

Horizon Keystone Financials' initial emphasis in every sale is to identify and meet customer requirements. We structure lease terms that match your individual needs and budget. We will stay with you through the entire leasing process, from need identification through approval, documentation, and funding. We will work with you through every step of acquiring and financing equipment.

Who qualifies for a municipal finance agreement?

The government of states, counties, cities, towns, villages, boroughs, school districts, and state universities.

What kind of equipment can be financed?

All Tech Logic products and services.

How can a municipal finance agreement help our organization? A municipal finance agreement can improve your organization's financial situation by:

Reducing Monthly Outlays Because municipal interest payments are exempt from federal income taxes, Horizon Keystone Financial passes its tax savings on to you in the form of lower rates that keep your monthly payments affordable.

Leveraging Cash Position If your balance sheet is healthy, keep those cash reserves fully invested and use the income to off set the interest on your lease payments. Horizon Keystone Financials tax-exempt finance rates may even be lower than the rate you can earn on your invested funds.

Preserving Cash With no up-front cash required, you can use your available capital for operating requirements rather than down payments.

Simplifying Financial Transactions A master finance agreement line can eliminate the hassles of negotiating and bidding multiple purchases. Horizon Keystone Financial will fund your entire lease, eliminating the need for underwriting by investment bankers and the need to prepare lengthy documents.

Funding Immediate Needs You'll get the equipment you need now, without waiting for next year's budget cycle and without the costs and delays of a voter referendum.

Pooling Financial Needs for Discounts Consolidate the equipment needs of all your departments into a single finance agreement line and reap the rewards of lower interest rates.

Increasing Financial Control Coordinate the purchasing activities of multiple departments with a master finance agreement line that guarantees the same favorable terms for every transaction.

Non Appropriation Agreement - A municipal lease characterized by a non-appropriation clause specifies that the lease can be terminated in the event funds are not made available in subsequent fiscal years.

Early Buyout Options - Government body would be given an option to prepay the finance agreement at a *discounted buyout price* negotiated at the inception of the lease.

Variable Payments - Finance agreements could be structured with monthly, semi-annual, or annual payment structures to accommodate the government body financing.

Program Options Provided By: Horizon Keystone Financial
Corinne Beyer 800-606-0049 x8141 corinne@horizonkeystone.com
INFLATION HEDGE - Payment with tomorrow's dollars at today's prices.



AMH Maintenance Programs

After the first-year warranty, Tech Logic offers comprehensive maintenance and technical support programs to maximize system reliability and performance in accordance with the level of service that meets the Library's specific business needs. Our full-service warranty continuation plan applies the system's first-year warranty to subsequent years purchased by the Library. For every year that the Library purchases the warranty continuation plan, they will enjoy the same coverage and benefits that they enjoyed through the first-year warranty. Alternatively, at a minimum, Tech Logic requires that libraries purchase our Level PM1 service program subscription, which resembles the more basic and low-cost preventative maintenance plan typically offered in the library AMH industry.

Please note: Tech Logic encourages the library to thoroughly compare and contrast both the explicit and the potentially unforeseen maintenance costs associated with each program offered by all AMH vendors. Various vendors may offer maintenance plans that initially appear to be less expensive—however, but those plans might or might not include the coverage that the library needs (e.g. software support, onsite preventative maintenance, parts, travel, etc.). For details regarding Tech Logic's maintenance programs, please see below. Please feel free to contact Tech Logic about any questions—we would be glad to speak with you.

AMH Software Support—Included with ALL Maintenance Programs

- Remote technical support for your Tech Logic AMH software, including the following:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone.
- Email support via customercare@tech-logic.com
- Support for mission-critical emergencies during off-shift hours
- Support for routine installation and usage questions

Preventative Maintenance (PM1) Program

Tech Logic's PM1 Program, which resembles a typical library industry service plan, includes one annual scheduled preventative maintenance visit conducted onsite by a certified Tech Logic technician or our certified service provider. The program also includes remote software and hardware support and discounts on replacement parts. Additional onsite service calls (beyond the included preventative maintenance visits) are quoted under this program.

Included with a Tech Logic Level PM1 (Required)

- Annual onsite system review, maintenance, and performance adjustments. Labor is included for up to 8 hours onsite per maintenance visit, if necessary.
- Remote technical support for hardware and software including:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone.
- Email support via customercare@tech-logic.com
- 5% discount from Tech Logic published prices on normal-wear parts

Exhibit "A"



	PM1 (Required) + Software Support
Cost per year, beginning year two	\$8,750.00*
Item #	29000008
Software License and Support	Included
Preventative Maintenance Visits (up to eight hours <i>onsite</i>)	Included Annually
Onsite Service Calls (M-F 7am-6pm)	\$225/Hr**
Onsite Service Calls (Nights/Weekends)	\$350/Hr**
Onsite Response Time for Critical Calls	Scheduled
Non-Normal-Wear Parts	Not Included
Normal-Wear Parts†	5% Discount
S&H on normal wear parts	Not Included
Software Customizations/ILS Migrations Software Customizations/ILS Migrations (Refer to Software License and Terms)	Quoted Per Project

* Annual Support/Software and Maintenance Programs automatically increase 2% per year after year two.

** Service calls have a minimum two (2) hour charge.

† Normal-wear parts include the following: Bearings; Belts; Chains; Elastic Drive Bands; Fuses; Rollers; Sprockets; VFD; Valves/Hoses (Pneumatic)



Warranty Continuation Plan

The Warranty Continuation Plan includes technical support, bi-annual onsite maintenance and performance visits, onsite repair calls, and parts. This means maximum system uptime, performance, and lifespan for your AMH at a predictable, consolidated cost—ultimately resulting in budgetary savings.

This program equates to your first-year “bumper-to-bumper” warranty in effect every year with NO additional costs for parts, software, labor, travel, nights, weekends, and/or overtime.

What is included with a Tech Logic Warranty Continuation Plan?

- Bi-Annual onsite system review, maintenance, and performance adjustments. Labor is included for up to 8 hours onsite per maintenance visit.
- Remote technical support including:
- Toll-free phone support, available as a standard service during normal business hours with a response time of 3 hours during prime shift for voice and electronic problem submissions
- A web-based ticket entry system that provides 24/7 online access, saving you time on the phone
- Email support via customercare@tech-logic.com
- Required maintenance or repair parts (including purchase and standard shipping).
- Required labor, travel, nights, weekends, and/or overtime.

What is *not* included with a Tech Logic Warranty Continuation Plan?

- Recertifying equipment where a gap has occurred between the warranty periods and subscribing to a program.
- ILS migration or upgrade support.
- Routine weekly/monthly maintenance/cleaning as described in the user's manual and maintenance manuals.
- Software customization. This is a quotable activity based on scope of work.
- Non-covered conditions or situations (e.g. vandalism, natural disaster, etc. detailed in the AMH Maintenance Program Terms)
- Bins and Fire Suppression



Warranty Continuation Plan	
	WCP + Software Support
Cost per year, beginning year two:	\$17,000.00
Software License and Support	Included
Preventative Maintenance Visits (up to eight hours <i>onsite</i>)	Bi-Annually
Onsite Service Calls During Normal Business Hours	Included
Onsite Response Time for Critical Calls	24 hours**
Non-Normal-Wear Parts	Included
Normal-Wear Parts†	Included
Standard S&H on normal wear parts	Included
Software Customizations/ILS Migrations (Refer to Software License and Terms)	Quoted Per Project

*Annual Support/Software and Maintenance Programs automatically increase 2% per year after year two.

** Service calls have a minimum two (2) hour charge.

† Normal-wear parts include the following: Bearings; Belts; Chains; Elastic Drive Bands; Fuses; Rollers; Sprockets; VFD; Valves/Hoses (Pneumatic)



AMH Maintenance Program Terms

All customers who subscribe to any service program should review the program's full terms and conditions for further details. This document is only an overview.

Maintenance programs are offered beginning in year two (2), beginning upon expiration of the Library's first- year warranty. If there is a lapse of more than two months from warranty to subscription, or if the library does not conduct routine cleaning/maintenance as prescribed in the system manual, then a recertification visit (quoted) will be required in order for maintenance programs to become available again for the system.

Preventative Maintenance Programs are available to all customers at all times, subject to recertification if applicable.

Bins are not covered in the above programs and are the responsibility of the library after the one-year warranty.

Fire Suppression Systems are not covered in the above programs and are the responsibility of the library after the one-year warranty.

PURCHASER RESPONSIBILITY IN PRODUCT SELECTION. The Purchaser is solely responsible for the selection, use, efficiency, fitness and suitability of Tech Logic's equipment and products. The Purchaser assumes all risks and liabilities in connection with the use of Tech Logic's equipment and products.

COMPLIANCE WITH LAWS, CODES, LICENSING, AND OTHER STANDARDS. The Purchaser shall promptly advise Tech Logic of any state and/or local statutes, rules, codes, licensing, regulations, and other standards which may affect this program and work performed hereunder; and Purchaser shall pay for, and solely bear, all costs of compliance associated therewith.

LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND SIMILAR DAMAGES. In no event shall Tech Logic be liable to Purchaser for any indirect, special, or consequential damages, or lost profits, that are not the direct result of any act, omission, or negligence of Tech Logic or Tech Logic's agents. Unless related to an act, omission, or negligence of Tech Logic or Tech Logic's agents, liability for defective equipment is expressly limited to replacement or repair of defective equipment, subject to the equipment warranties currently in effect.

LIMITATION ON AMOUNT OF DAMAGES. In the case of liability, each party's liability to the other shall not exceed one hundred percent (100%) of the total Contract price. This limitation of liability shall not apply to damages arising out of or relating to a party's failure to comply with confidentiality obligations, if applicable; personal injury, including death, caused by the negligent or intentional acts of a party or its representatives; damage to tangible property caused by the negligent or intentional acts of a party or its representatives; damages arising out of any loss of data or other damage to data caused by any disabling code or virus; and either county's obligation to pay litigation costs and attorneys' fees of one or both parties if ruled accordingly by a judge or applicable authority.



NON-COVERED CONDITIONS. Component or system failures caused by lack of maintenance or by misuse of the System (including the introduction of non-standard items to the System); vandalism; and/or events that are not related to the functionality of the System and are out of Tech Logic's reasonable control including but not limited to natural disasters or acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events are conditions that are not included in warranty coverage.

If Tech Logic determines that a Non-Covered Condition has caused a component or system failure, then the Purchaser shall pay for all costs of labor and materials to correct such failure at Tech Logic's standard rate for additional labor, and any associated travel expenses incurred by Tech Logic. Such payments for additional labor shall be due and paid by Purchaser within ten (10) days of such correction activity by Tech Logic.

OTHER LIMITATIONS. All warranties given by Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired. Any warranty is void if the System is modified or altered without the knowledge and written permission of Tech Logic. The warranty herein shall remain in effect should the Library move the System to another location only if said move is engineered and coordinated by Tech Logic.

ASSIGNMENT. The selected maintenance program and all rights and obligations hereunder shall not be assignable by Purchaser except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. The selected maintenance program shall be binding upon each party's permitted successors and assigns.

MODIFICATION. Any modification or alteration of the selected maintenance program shall be effective only upon written agreement of the parties thereupon.

NOTICES. To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify.

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.**

Tech Logic Corporation
Oakdale , MN United States

Certificate Number:

2021-791815

Date Filed:

08/17/2021

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

Round Rock Public Library

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.

0000000
Automated Material Handling System

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 W. Kirk, and my date of birth is .

My address is 835 Hale Ave. N., Oakdale, MN, 55128, US
(street) (city) (state) (zip code) (country)

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

Executed in Washington County, State of Minnesota, on the 18 day of August, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2&3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$23,409,120.90

Indexes: RR Transportation and Economic Development Corporation (Type B);
Self-Financed Water Construction; Self-Financed Wastewater Construction

Attachments: Resolution, Bid Tab, Award Recommendation, Williamson Concur to Award,
Updated map, Form 1295

Department: Transportation

Text of Legislative File 2021-258

The City opened bids for the Kenney Fort Blvd Segments 2 & 3 Project on Tuesday July 27th, at 2:00 PM. There were four (4) responsive bids and one (1) unresponsive bid. The bids ranged from \$23,409,120.97 to \$25,741,680.95. The submitted bid form has been checked for accuracy and compliance with the requirements of the bidding instructions. CP&Y recommends the City of Round Rock award the contract to the apparent low bidder - J.D. Abrams. The Utility Department has elected to use the base bids in the contract. This project is funded through the Type B program with additional funds from the Federal Surface Transportation Block Grant (STBG) program through CAMPO.

Bids Submitted:

J.D. Abrams - \$23,409,120.97

Chasco - \$24,219,866.85

Jordan Foster - \$24,492,502.40

CC Carlton Industries - \$25,741,680.95

Capital Excavation - Unresponsive

Cost: \$23,409,120.97

Source of Funds: RR Transportation and Economic Development Corporation, Self-Financed Water

Construction, and Self-Financed Wastewater Construction

RESOLUTION NO. R-2021-258

WHEREAS, the City of Round Rock has duly advertised for bids for the Kenney Fort Boulevard Segments 2 & 3 Project; and

WHEREAS, J.D. Abrams, LP has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of J.D. Abrams, LP, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project.

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

RESOLVED this 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Kenney Fort Blvd - Segment 2 3 Project
Bid Tabulations

Bid Item Number	Spec	Desc Code	Description	Bid Form Quantity	Unit	Engineer's Estimate		J. D. Abrams		Chasco		Jordan Forster		CC Carlton Industries		Capital Excavation	
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ROADWAY																	
1	100	6002	PREPARING ROW	128	STA	\$5,000.00	\$640,000.00	\$10,500.00	\$1,344,000.00	\$3,970.00	\$508,160.00	\$6,075.00	\$777,600.00	\$1,500.00	\$192,000.00	\$750.00	\$96,000.00
2	104	6011	REMOVING CONC (MEDIANS)	7	SY	\$45.00	\$315.00	\$50.00	\$350.00	\$50.00	\$350.00	\$100.00	\$700.00	\$130.00	\$910.00	\$53.30	\$373.10
3	104	6015	REMOVING CONC (SIDEWALKS)	3,124	SY	\$15.00	\$46,860.00	\$15.00	\$46,860.00	\$20.00	\$62,480.00	\$6.50	\$20,306.00	\$25.00	\$78,100.00	\$6.65	\$20,774.60
4	104	6017	REMOVING CONC (DRIVEWAYS)	85	SY	\$15.00	\$1,275.00	\$25.00	\$2,125.00	\$25.00	\$2,125.00	\$25.00	\$2,125.00	\$75.00	\$6,375.00	\$27.10	\$2,303.50
5	104	6022	REMOVING CONC (CURB AND GUTTER)	5,976	LF	\$6.00	\$35,856.00	\$8.00	\$47,808.00	\$10.00	\$59,760.00	\$7.00	\$41,832.00	\$9.00	\$53,784.00	\$3.70	\$22,111.20
6	110	6001	EXCAVATION (ROADWAY)	58,010	CY	\$9.00	\$522,090.00	\$5.00	\$290,050.00	\$16.00	\$928,160.00	\$9.08	\$526,730.80	\$22.00	\$1,276,220.00	\$10.72	\$621,867.20
7	132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	47,598	CY	\$8.00	\$380,784.00	\$8.00	\$380,784.00	\$27.00	\$1,285,146.00	\$6.00	\$285,588.00	\$9.00	\$428,382.00	\$11.45	\$544,997.10
8	247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	76,698	CY	\$45.00	\$3,451,410.00	\$0.01	\$766.98	\$35.00	\$2,684,430.00	\$33.00	\$2,531,034.00	\$45.00	\$3,451,410.00	\$32.00	\$2,454,336.00
9	260	6002	LIME (HYDRATED LIME (SLURRY))	2,553	TON	\$175.00	\$446,775.00	\$150.00	\$382,950.00	\$140.00	\$357,420.00	\$175.00	\$446,775.00	\$200.00	\$510,600.00	\$160.00	\$408,480.00
10	260	6084	LIME TRT (SUBGRADE)(12")	94,630	SY	\$3.00	\$283,890.00	\$4.00	\$378,520.00	\$2.50	\$236,575.00	\$6.10	\$577,243.00	\$3.00	\$283,890.00	\$2.89	\$273,480.70
11	310	6001	PRIME COAT (MULTI OPTION)	18,928	GAL	\$3.80	\$71,926.40	\$4.00	\$75,712.00	\$3.90	\$73,819.20	\$3.75	\$70,980.00	\$5.00	\$94,640.00	\$4.25	\$80,444.00
12	347	6001	TOM (ASPHALT) PG 76-22	67	TON	\$110.00	\$7,370.00	\$135.00	\$9,045.00	\$135.00	\$9,045.00	\$140.00	\$9,380.00	\$250.00	\$16,750.00	\$160.00	\$10,720.00
13	347	6006	TOM - C (AGGREGATE) SAC - B	995	TON	\$93.00	\$92,535.00	\$135.00	\$134,325.00	\$135.00	\$134,325.00	\$140.00	\$139,300.00	\$200.00	\$199,000.00	\$160.00	\$159,200.00
14	351	6011	FLEXIBLE PAVEMENT STRUCTURE REPAIR(18")	20	SY	\$45.00	\$900.00	\$425.00	\$8,500.00	\$350.00	\$7,000.00	\$430.00	\$8,600.00	\$800.00	\$16,000.00	\$400.00	\$8,000.00
15	354	6021	PLANE ASPH CONC PAV(0" TO 2")	26,078	SY	\$1.50	\$39,117.00	\$3.65	\$95,184.70	\$3.60	\$93,880.80	\$1.20	\$31,293.60	\$1.50	\$39,117.00	\$2.25	\$58,675.50
16	400	6006	CUT & RESTORING PAV	120	SY	\$120.00	\$14,400.00	\$75.00	\$9,000.00	\$100.00	\$12,000.00	\$185.00	\$22,200.00	\$170.00	\$20,400.00	\$213.00	\$25,560.00
16A	403	6001	TEMPORARY SPL SHORING	890	SF	\$15.00	\$13,350.00	\$45.00	\$40,050.00	\$5.00	\$4,450.00	\$28.00	\$24,920.00	\$135.00	\$120,150.00	\$23.10	\$20,559.00
17	423	6001	RETAINING WALL (MSE)	11,497	SF	\$53.00	\$609,341.00	\$57.00	\$655,329.00	\$52.00	\$597,844.00	\$51.10	\$587,496.70	\$58.00	\$666,826.00	\$59.20	\$680,622.40
18	432	6045	RIPRAP (MOW STRIP)(4 IN)	37	CY	\$430.00	\$15,910.00	\$525.00	\$19,425.00	\$500.00	\$18,500.00	\$670.00	\$24,790.00	\$495.00	\$18,315.00	\$590.00	\$21,830.00
19	450	6030	RAIL (TY C221)	1,489	LF	\$90.00	\$134,010.00	\$95.00	\$141,455.00	\$145.00	\$215,905.00	\$130.00	\$193,570.00	\$45.00	\$67,005.00	\$110.00	\$163,790.00
19A	450	6036	RAIL (TY C411)	89	LF	\$220.00	\$19,580.00	\$245.00	\$21,805.00	\$225.00	\$20,025.00	\$200.00	\$17,800.00	\$210.00	\$18,690.00	\$155.00	\$13,795.00
20	450	6052	RAIL (HANDRAIL)(TY F)	46	LF	\$100.00	\$4,600.00	\$175.00	\$8,050.00	\$175.00	\$8,050.00	\$155.00	\$7,130.00	\$85.00	\$3,910.00	\$149.00	\$6,854.00
21	496	6043	REMOV STR (SMALL FENCE)	7,247	LF	\$3.00	\$21,741.00	\$5.00	\$36,235.00	\$4.00	\$28,988.00	\$4.00	\$28,988.00	\$3.00	\$21,741.00	\$4.85	\$35,147.95
22	496	6099	REMOVE STR (RAIL)	564	LF	\$30.00	\$16,920.00	\$8.00	\$4,512.00	\$20.00	\$11,280.00	\$10.00	\$5,640.00	\$20.00	\$11,280.00	\$7.35	\$4,145.40
23	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	15	MO	\$8,000.00	\$120,000.00	\$10,000.00	\$150,000.00	\$4,000.00	\$60,000.00	\$5,400.00	\$81,000.00	\$17,000.00	\$255,000.00	\$4,580.00	\$68,700.00
24	512	6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	2,900	LF	\$30.00	\$87,000.00	\$55.00	\$159,500.00	\$14.00	\$40,600.00	\$13.00	\$37,700.00	\$70.00	\$203,000.00	\$14.45	\$41,905.00
25	512	6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	80	LF	\$52.00	\$4,160.00	\$65.00	\$5,200.00	\$14.00	\$1,120.00	\$49.00	\$3,920.00	\$70.00	\$5,600.00	\$14.45	\$1,156.00
26	512	6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	2,900	LF	\$8.00	\$23,200.00	\$7.00	\$20,300.00	\$14.00	\$40,600.00	\$9.00	\$26,100.00	\$7.00	\$20,300.00	\$14.45	\$41,905.00
27	512	6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	80	LF	\$14.00	\$1,120.00	\$8.00	\$640.00	\$14.00	\$1,120.00	\$28.00	\$2,240.00	\$7.00	\$560.00	\$14.45	\$1,156.00
28	528	6008	COLORLED TEXTURED CONC (5")	1,156	SY	\$64.00	\$73,984.00	\$85.00	\$98,260.00	\$115.00	\$132,940.00	\$95.00	\$109,820.00	\$125.00	\$144,500.00	\$108.00	\$124,848.00
29	529	6008	CONC CURB & GUTTER (TY II)	39,294	LF	\$20.00	\$785,880.00	\$18.00	\$707,292.00	\$15.00	\$589,410.00	\$19.00	\$746,586.00	\$20.00	\$785,880.00	\$14.85	\$583,515.90
30	529	6018	CONC CURB (TY F3)	46	LF	\$160.00	\$7,360.00	\$175.00	\$8,050.00	\$300.00	\$13,800.00	\$220.00	\$10,120.00	\$250.00	\$11,500.00	\$250.00	\$11,500.00
31	530	6004	DRIVEWAYS (CONC)	806	SY	\$75.00	\$60,450.00	\$68.00	\$54,808.00	\$95.00	\$76,570.00	\$77.00	\$62,062.00	\$90.00	\$72,540.00	\$87.00	\$70,122.00
32	531	6002	CONC SIDEWALKS (5")	16,720	SY	\$52.00	\$869,440.00	\$54.00	\$902,880.00	\$55.00	\$919,600.00	\$59.00	\$986,480.00	\$46.00	\$769,120.00	\$46.55	\$778,316.00
33	531	6004	CURB RAMPS (TY 1)	20	EA	\$1,500.00	\$30,000.00	\$1,550.00	\$31,000.00	\$1,000.00	\$20,000.00	\$1,700.00	\$34,000.00	\$1,350.00	\$27,000.00	\$1,180.00	\$23,600.00
34	531	6015	CURB RAMPS (TY 20)	4	EA	\$3,000.00	\$12,000.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$2,900.00	\$11,600.00	\$1,350.00	\$5,400.00	\$3,490.00	\$13,960.00
35	550	6001	CHAIN LINK FENCE (INSTALL) (6')	1,010	LF	\$18.00	\$18,180.00	\$35.02	\$35,370.20	\$10.00	\$10,100.00	\$22.00	\$22,220.00	\$35.00	\$35,350.00	\$50.00	\$50,500.00
36	550	6003	CHAIN LINK FENCE (REMOVE)	1,010	LF	\$4.00	\$4,040.00	\$4.12	\$4,161.20	\$2.00	\$2,020.00	\$6.25	\$6,312.50	\$5.00	\$5,050.00	\$10.00	\$10,100.00
37	552	6004	WIRE FENCE (TY D)	1,010	LF	\$7.00	\$7,070.00	\$14.42	\$14,564.20	\$21.00	\$21,210.00	\$7.35	\$7,423.50	\$22.00	\$22,220.00	\$50.00	\$50,500.00
38	556	6006	PIPE UNDERDRAINS (TY 6) (6")	100	LF	\$18.00	\$1,800.00	\$27.96	\$2,796.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00	\$55.00	\$5,500.00	\$37.65	\$3,765.00
39	636	6009	REPLACE EXISTING ALUMINUM SIGNS(TY O)	388.5	SF	\$30.00	\$11,655.00	\$45.32	\$17,606.82	\$45.00	\$17,482.50	\$37.00	\$14,374.50	\$55.00	\$21,367.50	\$48.20	\$18,725.70
40	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	44	EA	\$500.00	\$22,000.00	\$545.90	\$24,019.60	\$555.00	\$24,420.00	\$560.00	\$24,640.00	\$900.00	\$39,600.00	\$550.00	\$24,200.00
41	644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	6	EA	\$550.00	\$3,300.00	\$638.60	\$3,831.60	\$570.00	\$3,420.00	\$580.00	\$3,480.00	\$900.00	\$5,400.00	\$560.00	\$3,360.00
42	644	6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	4	EA	\$675.00	\$2,700.00	\$731.30	\$2,925.20	\$710.00	\$2,840.00	\$725.00	\$2,900.00	\$900.00	\$3,600.00	\$700.00	\$2,800.00
43	644	6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	6	EA	\$650.00	\$3,900.00	\$690.10	\$4,140.60	\$775.00	\$4,650.00	\$790.00	\$4,740.00	\$1,100.00	\$6,600.00	\$770.00	\$4,620.00
44	644	6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	3	EA	\$800.00	\$2,400.00	\$824.00	\$2,472.00	\$975.00	\$2,925.00	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00	\$970.00	\$2,910.00
45	644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG														

Kenney Fort Blvd - Segment 2 3 Project
Bid Tabulations

Bid Item Number	Spec	Desc Code	Description	Bid Form Quantity	Unit	Engineer's Estimate		J. D. Abrams		Chasco		Jordan Forster		CC Carlton Industries		Capital Excavation	
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
49	662	6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	1,784	LF	\$0.20	\$356.80	\$0.62	\$1,106.08	\$0.45	\$802.80	\$0.42	\$749.28	\$1.50	\$2,676.00	\$0.40	\$713.60
50	662	6032	WK ZN PAV MRK NON-REMOV (Y)4"(BRK)	6,066	LF	\$0.15	\$909.90	\$0.80	\$4,852.80	\$0.45	\$2,729.70	\$0.42	\$2,547.72	\$1.50	\$9,099.00	\$0.40	\$2,426.40
51	662	6051	WK ZN PAV MRK REMOV (REFL) TY II-A-A	52	LF	\$2.00	\$104.00	\$2.06	\$107.12	\$5.40	\$280.80	\$5.50	\$286.00	\$10.00	\$520.00	\$5.40	\$280.80
52	662	6052	WK ZN PAV MRK REMOV (REFL) TY II-C-R	20	EA	\$3.20	\$64.00	\$10.30	\$206.00	\$5.40	\$108.00	\$5.50	\$110.00	\$10.00	\$200.00	\$5.40	\$108.00
53	662	6060	WK ZN PAV MRK REMOV (W)4"(BRK)	3,668	LF	\$0.75	\$2,751.00	\$0.62	\$2,274.16	\$0.55	\$2,017.40	\$0.57	\$2,090.76	\$1.50	\$5,502.00	\$0.55	\$2,017.40
54	662	6063	WK ZN PAV MRK REMOV (W)4"(SLD)	6,942	LF	\$0.65	\$4,512.30	\$0.77	\$5,345.34	\$0.55	\$3,818.10	\$0.57	\$3,956.94	\$1.50	\$10,413.00	\$0.55	\$3,818.10
55	662	6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	7,838	LF	\$0.65	\$5,094.70	\$0.77	\$6,035.26	\$0.55	\$4,310.90	\$0.57	\$4,467.66	\$1.50	\$11,757.00	\$0.55	\$4,310.90
56	666	6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	202	LF	\$1.50	\$303.00	\$5.10	\$1,030.20	\$3.00	\$606.00	\$3.00	\$606.00	\$3.00	\$606.00	\$2.90	\$585.80
57	666	6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	528	LF	\$0.65	\$343.20	\$5.10	\$2,692.80	\$2.10	\$1,108.80	\$1.60	\$844.80	\$3.00	\$1,584.00	\$2.05	\$1,082.40
58	666	6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	843	LF	\$3.00	\$2,529.00	\$5.10	\$4,299.30	\$3.30	\$2,781.90	\$3.50	\$2,950.50	\$4.00	\$3,372.00	\$3.35	\$2,824.05
59	666	6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	777	LF	\$6.00	\$4,662.00	\$7.83	\$6,083.91	\$6.70	\$5,205.90	\$7.00	\$5,439.00	\$10.00	\$7,770.00	\$6.65	\$5,167.05
60	666	6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	48	EA	\$110.00	\$5,280.00	\$154.50	\$7,416.00	\$100.00	\$4,800.00	\$100.00	\$4,800.00	\$300.00	\$14,400.00	\$97.40	\$4,675.20
61	666	6056	REFL PAV MRK TY I(W)(DBL ARROW)(090MIL)	1	EA	\$175.00	\$175.00	\$309.00	\$309.00	\$193.00	\$193.00	\$185.00	\$185.00	\$400.00	\$400.00	\$179.00	\$179.00
62	666	6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	48	EA	\$125.00	\$6,000.00	\$154.50	\$7,416.00	\$155.00	\$7,440.00	\$160.00	\$7,680.00	\$350.00	\$16,800.00	\$154.00	\$7,392.00
63	666	6137	REFL PAV MRK TY I (Y)8"(SLD)(090MIL)	528	LF	\$1.00	\$528.00	\$1.75	\$924.00	\$2.10	\$1,108.80	\$2.10	\$1,108.80	\$3.00	\$1,584.00	\$2.05	\$1,082.40
64	666	6140	REFL PAV MRK TY I (Y)12"(SLD)(090MIL)	843	LF	\$3.00	\$2,529.00	\$5.10	\$4,299.30	\$3.30	\$2,781.90	\$3.50	\$2,950.50	\$10.00	\$8,430.00	\$3.35	\$2,824.05
65	666	6152	REFL PAV MRK TY I (Y)(ISLAND)(090MIL)	62	SF	\$3.00	\$186.00	\$5.10	\$316.20	\$3.90	\$241.80	\$4.10	\$254.20	\$20.00	\$1,240.00	\$3.95	\$244.90
66	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	9,643	LF	\$0.15	\$1,446.45	\$0.12	\$1,157.16	\$0.35	\$3,375.05	\$0.32	\$3,085.76	\$1.00	\$9,643.00	\$0.30	\$2,892.90
67	666	6168	REFL PAV MRK TY II (W) 4" (DOT)	9,057	LF	\$0.50	\$4,528.50	\$0.10	\$905.70	\$0.35	\$3,169.95	\$0.32	\$2,898.24	\$1.00	\$9,057.00	\$0.30	\$2,717.10
68	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	3,524	LF	\$0.15	\$528.60	\$0.12	\$422.88	\$0.35	\$1,233.40	\$0.32	\$1,127.68	\$1.00	\$3,524.00	\$0.30	\$1,057.20
69	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	4,687	LF	\$0.15	\$703.05	\$0.12	\$562.44	\$0.35	\$1,640.45	\$0.32	\$1,499.84	\$1.00	\$4,687.00	\$0.30	\$1,406.10
70	672	6007	REFL PAV MRKR TY I-C	3,154	EA	\$3.50	\$11,039.00	\$2.06	\$6,497.24	\$3.75	\$11,827.50	\$3.50	\$11,039.00	\$8.00	\$25,232.00	\$3.45	\$10,881.30
71	672	6009	REFL PAV MRKR TY II-A-A	391	EA	\$3.50	\$1,368.50	\$3.09	\$1,208.19	\$5.50	\$2,150.50	\$5.50	\$2,150.50	\$10.00	\$3,910.00	\$5.40	\$2,111.40
72	672	6010	REFL PAV MRKR TY II-C-R	745	EA	\$4.00	\$2,980.00	\$3.61	\$2,689.45	\$5.50	\$4,097.50	\$5.50	\$4,097.50	\$10.00	\$7,450.00	\$5.40	\$4,023.00
73	677	6001	ELIM EXT PAV MRK & MRKS (4")	7,284	LF	\$0.50	\$3,642.00	\$0.57	\$4,151.88	\$0.65	\$4,734.60	\$0.65	\$4,734.60	\$1.00	\$7,284.00	\$0.65	\$4,734.60
74	677	6003	ELIM EXT PAV MRK & MRKS (8")	1,749	LF	\$1.00	\$1,749.00	\$1.13	\$1,976.37	\$1.30	\$2,273.70	\$1.30	\$2,273.70	\$1.00	\$1,749.00	\$1.25	\$2,186.25
75	677	6005	ELIM EXT PAV MRK & MRKS (12")	24	LF	\$3.00	\$72.00	\$11.85	\$284.40	\$2.00	\$48.00	\$2.00	\$48.00	\$10.00	\$240.00	\$1.90	\$45.60
76	677	6008	ELIM EXT PAV MRK & MRKS (ARROW)	6	EA	\$75.00	\$450.00	\$118.45	\$710.70	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00	\$600.00	\$96.40	\$578.40
77	677	6012	ELIM EXT PAV MRK & MRKS (WORD)	7	EA	\$80.00	\$560.00	\$118.45	\$829.15	\$115.00	\$805.00	\$115.00	\$805.00	\$125.00	\$875.00	\$113.00	\$791.00
78	677	6036	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	1	EA	\$76.00	\$76.00	\$123.60	\$123.60	\$130.00	\$130.00	\$132.00	\$132.00	\$150.00	\$150.00	\$128.00	\$128.00
79	740	6005	ANTI - GRAFFITI COATNG(PERMNENT-TY III)	6,437	SF	\$1.10	\$7,080.70	\$1.00	\$6,437.00	\$1.50	\$9,655.50	\$1.60	\$10,299.20	\$8.00	\$51,496.00	\$1.00	\$6,437.00
80	3076	6001	D-GR HMA TY-B PG64-22	29,474	TON	\$76.00	\$2,240,024.00	\$73.00	\$2,151,602.00	\$73.00	\$2,151,602.00	\$72.50	\$2,136,865.00	\$90.00	\$2,652,660.00	\$83.80	\$2,469,921.20
81	3076	6048	D-GR HMA TY-D PG76-22	10,708	TON	\$85.00	\$910,180.00	\$97.00	\$1,038,676.00	\$98.00	\$1,049,384.00	\$97.00	\$1,038,676.00	\$115.00	\$1,231,420.00	\$108.00	\$1,156,464.00
82	3076	6066	TACK COAT	13,664	GAL	\$2.80	\$38,259.20	\$4.00	\$54,656.00	\$3.90	\$53,289.60	\$3.75	\$51,240.00	\$6.00	\$81,984.00	\$5.05	\$69,003.20
83	3085	6001	UNDERSEAL COURSE	5,217	GAL	\$3.00	\$15,651.00	\$4.00	\$20,868.00	\$3.90	\$20,346.30	\$3.75	\$19,563.75	\$7.00	\$36,519.00	\$5.80	\$30,258.60
84	4185	6001	COMPOSITE SOUND WALL	30,484	SF	\$29.05	\$885,560.20	\$70.00	\$2,133,880.00	\$41.00	\$1,249,844.00	\$35.00	\$1,066,940.00	\$20.00	\$609,680.00	\$46.00	\$1,402,264.00
85	5001	6002	GEOGRID BASE REINFORCEMENT (TY II)	94,630	SY	\$1.50	\$141,945.00	\$1.60	\$151,408.00	\$1.75	\$165,602.50	\$1.75	\$165,602.50	\$2.50	\$236,575.00	\$1.55	\$146,676.50
86	5018	6001	AESTHETIC FENCE	997	LF	\$85.00	\$84,745.00	\$160.00	\$159,520.00	\$185.00	\$184,445.00	\$175.00	\$174,475.00	\$50.00	\$49,850.00	\$680.00	\$677,960.00
87	6185	6001	TMA (STATIONARY)	1	EA	\$3,000.00	\$3,000.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$10,500.00	\$10,500.00	\$65,000.00	\$65,000.00	\$17,000.00	\$17,000.00
					ROADWAY SUBTOTAL		\$13,417,089.10		\$12,222,697.84		\$14,344,763.75		\$13,340,681.07		\$15,236,713.50		\$13,719,865.45
DRAINAGE																	
88	402	6001	TRENCH EXCAVATION PROTECTION	8,722	LF	\$6.74	\$58,786.28	\$3.00	\$26,166.00	\$1.00	\$8,722.00	\$1.00	\$8,722.00	\$1.00	\$8,722.00	\$3.65	\$31,835.30
89	432	6001	RIPRAP (CONC)(4 IN)	28	CY	\$427.85	\$11,979.80	\$465.00	\$13,020.00	\$485.00	\$13,580.00	\$560.00	\$15,680.00	\$475.00	\$13,300.00	\$460.00	\$12,880.00
90	432	6031	RIPRAP (STONE PROTECTION)(12 IN)	36	CY	\$195.26	\$7,029.36	\$155.00	\$5,580.00	\$125.00	\$4,500.00	\$160.00	\$5,760.00	\$150.00	\$5,400.00	\$179.00	\$6,444.00
91	432	6032	RIPRAP (STONE PROTECTION)(15 IN)	60	CY	\$241.26	\$14,475.60	\$150.00	\$9,000.00	\$125.00	\$7,500.00	\$195.00	\$11,700.00	\$150.00	\$9,000.00	\$190.00	\$11,400.00
92	432	6035	RIPRAP (STONE PROTECTION)(24 IN)	192	CY	\$231.32	\$44,413.44	\$140.00	\$26,880.00	\$125.00	\$24,000.00	\$160.00	\$30,720.00	\$150.00	\$28,800.00	\$231.00	\$44,352.00
93	432	6036	RIPRAP (STONE PROTECTION)(30 IN)	1,149	CY	\$151.66	\$174,257.34	\$135.00	\$155,115.00	\$95.00	\$109,155.00	\$130.00	\$149,370.00	\$175.00	\$201,075.00	\$310.00	\$356,190.00
94	450	6103	RAIL (TY PR11)	690	LF	\$79.83	\$55,082.70	\$115.00	\$79,350.00	\$130.00	\$89,700.00	\$125.00	\$86,250.00	\$175.00	\$120,750.00	\$205.00	\$141,450.00
95	462	6001	CONC BOX CULV (3 FT X 2 FT)	139	LF	\$194.45	\$27,028.55	\$250.00	\$34,750.00	\$265.00	\$36,835.00	\$240.00	\$33,360.00	\$250.00	\$34,750.00	\$260.00	\$36,140.00
96	462	6004	CONC BOX CULV (4 FT X 3 FT)	161	LF	\$249.73	\$40,206.53	\$310.00	\$49,910.00	\$295.00	\$47,495.00	\$315.00	\$50,715.00	\$300.00	\$48,300.00	\$290.00	\$46,690.00
97	462	6009	CONC BOX CULV (5 FT X 5 FT)	124	LF	\$366.14	\$45,401.36	\$400.00	\$49,600.00	\$450.00	\$55,800.00	\$375.00	\$46,500.00	\$450.00	\$55,800.00	\$450.00	\$55,800.00
98	462	6010	CONC BOX CULV (6 FT X 3 FT)	98	LF	\$440.69	\$43,187.62	\$440.00	\$43,120.00	\$455.00	\$44,590.00	\$400.00	\$39,200.00	\$500.00	\$49,000.00	\$460.00	\$45,080.00
99	462	6014	CONC BOX CULV (7 FT X 3 FT)	160	LF	\$444.08	\$71,052.80	\$500.00	\$80,000.00	\$515.00	\$82,400.00	\$485.00	\$77,600.00	\$600.00	\$96,000.00	\$510.00	\$81,600.00
100	462	6040	CONC BOX CULV (12 FT X 4 FT)	493	LF	\$795.77	\$392,314.61	\$1,100.00	\$542,300.00	\$1,065.00	\$525,045.00	\$1,075.00	\$529,975.00	\$1,100.00	\$542,300.00	\$1,120.00	\$552,160.00
101	462	6020	CONC BOX CULV (8 FT X 5 FT)	2,584	LF	\$613.78	\$1,586,007.52	\$675.00	\$1,744,200.00	\$575.00	\$1,485,800.00	\$645.00	\$1,666,680.00	\$675.00	\$1,744,200.00	\$600.00	\$1,550,400.00
102	462	6068	CONC BOX CULV (9 FT X 5 FT)(EXTEND)	350	LF	\$1,772.00	\$620,200.00	\$1,100.00	\$385,000.00	\$705.00	\$246,750.00	\$715.00	\$250,250.00	\$900.00	\$315,000.00	\$650.00	\$227,500.00
103	464	6003	RC PIPE (CL III)(18 IN)	3,368	LF	\$57.59	\$193,963.12	\$65.00	\$218,920.00	\$55.00	\$185,240.00	\$82.00	\$276,176.00	\$63.00	\$212,184.00	\$70.40	\$237,107.20
104	464	6005	RC PIPE (CL III)(24 IN)	4,424	LF	\$74.51	\$329,632.24	\$70.00	\$309,680.00	\$63.00	\$278,712.00	\$88.00	\$389,312.00	\$75.00	\$331,800.00	\$89.80	\$397,275.20
105	464	6007	RC PIPE (CL III)(30 IN)	955	LF	\$95.66	\$91,355.30	\$90.00	\$85,950.00	\$82.00	\$78,310.00	\$102.00	\$97,410.00	\$100.00	\$95,500.00	\$101.00	\$96,455.00

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Kenney Fort Blvd - Segment 2 3 Project
Bid Tabulations

						Engineer's Estimate		J. D. Abrams		Chasco		Jordan Forster		CC Carlton Industries		Capital Excavation	
Bid Item Number	Spec	Desc Code	Description	Bid Form Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
161	682	6054	BACKPLATE W/ REFL BRDR (3 SEC) (VENT) ALUM	49	EA	\$125.00	\$6,125.00	\$71.07	\$3,482.43	\$71.00	\$3,479.00	\$72.00	\$3,528.00	\$90.00	\$4,410.00	\$75.60	\$3,704.40
162	682	6055	BACKPLATE W/ REFL BRDR (4 SEC) (VENT) ALUM	2	EA	\$145.00	\$290.00	\$85.49	\$170.98	\$85.00	\$170.00	\$87.00	\$174.00	\$100.00	\$200.00	\$90.90	\$181.80
163	682	6056	BACKPLATE W/ REFL BRDR (5 SEC) (VENT) ALUM	8	EA	\$170.00	\$1,360.00	\$100.94	\$807.52	\$100.00	\$800.00	\$100.00	\$800.00	\$125.00	\$1,000.00	\$107.00	\$856.00
164	684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	3,856	LF	\$1.77	\$6,825.12	\$1.55	\$5,976.80	\$1.55	\$5,976.80	\$1.55	\$5,976.80	\$2.00	\$7,712.00	\$1.65	\$6,362.40
165	684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	5,233	LF	\$2.88	\$15,071.04	\$1.96	\$10,256.68	\$2.00	\$10,466.00	\$2.00	\$10,466.00	\$2.50	\$13,082.50	\$2.10	\$10,989.30
166	684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	3,410	LF	\$6.24	\$21,278.40	\$4.12	\$14,049.20	\$4.10	\$13,981.00	\$4.20	\$14,322.00	\$5.00	\$17,050.00	\$4.40	\$15,004.00
167	684	6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	4,325	LF	\$1.78	\$7,698.50	\$1.34	\$5,795.50	\$1.40	\$6,055.00	\$1.35	\$5,838.75	\$2.00	\$8,650.00	\$1.40	\$6,055.00
168	686	6048	INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN	1	EA	\$12,000.00	\$12,000.00	\$11,540.12	\$11,540.12	\$11,500.00	\$11,500.00	\$11,700.00	\$11,700.00	\$14,000.00	\$14,000.00	\$12,300.00	\$12,300.00
169	686	6052	INS TRF SIG PL AM(S)1 ARM(48')LUM&ILSN	2	EA	\$12,300.00	\$24,600.00	\$11,898.56	\$23,797.12	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00	\$12,700.00	\$25,400.00
170	686	6060	INS TRF SIG PL AM(S)1 ARM(55')LUM&ILSN	4	EA	\$24,100.00	\$96,400.00	\$31,442.81	\$125,771.24	\$31,500.00	\$126,000.00	\$32,000.00	\$128,000.00	\$38,000.00	\$152,000.00	\$33,400.00	\$133,600.00
171	686	6061	INS TRF SIG PL AM(S)1 ARM(60')	1	EA	\$19,400.00	\$19,400.00	\$28,171.53	\$28,171.53	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$34,000.00	\$34,000.00	\$30,000.00	\$30,000.00
172	686	6064	INS TRF SIG PL AM(S)1 ARM(60')LUM&ILSN	1	EA	\$28,624.00	\$28,624.00	\$32,137.03	\$32,137.03	\$32,000.00	\$32,000.00	\$32,500.00	\$32,500.00	\$39,000.00	\$39,000.00	\$34,200.00	\$34,200.00
173	686	6068	INS TRF SIG PL AM(S)1 ARM(65')LUM&ILSN	4	EA	\$32,000.00	\$128,000.00	\$32,869.36	\$131,477.44	\$33,000.00	\$132,000.00	\$33,000.00	\$132,000.00	\$40,000.00	\$160,000.00	\$34,900.00	\$139,600.00
174	687	6001	PED POLE ASSEMBLY	13	EA	\$2,990.00	\$38,870.00	\$2,987.00	\$38,831.00	\$3,000.00	\$39,000.00	\$3,000.00	\$39,000.00	\$3,600.00	\$46,800.00	\$3,180.00	\$41,340.00
175	688	6001	PED DETECT PUSH BUTTON (APS)	17	EA	\$1,210.00	\$20,570.00	\$896.10	\$15,233.70	\$900.00	\$15,300.00	\$910.00	\$15,470.00	\$1,100.00	\$18,700.00	\$950.00	\$16,150.00
176	688	6003	PED DETECTOR CONTROLLER UNIT	3	EA	\$2,810.00	\$8,430.00	\$3,090.00	\$9,270.00	\$3,100.00	\$9,300.00	\$3,100.00	\$9,300.00	\$4,000.00	\$12,000.00	\$3,290.00	\$9,870.00
177	6004	6031	ITS COM CBL (ETHERNET)	4,798	LF	\$4.00	\$19,192.00	\$2.06	\$9,883.88	\$2.10	\$10,075.80	\$2.10	\$10,075.80	\$2.50	\$11,995.00	\$2.20	\$10,555.60
178	6004	XXX1	VANTAGE NEXT PLATFORM (SHELF-MOUNT CCU WITH SHIP KIT)	3	EA	\$5,720.00	\$17,160.00	\$9,347.25	\$28,041.75	\$9,400.00	\$28,200.00	\$9,500.00	\$28,500.00	\$11,000.00	\$33,000.00	\$9,900.00	\$29,700.00
179	6004	XXX2	VANTAGE VECTOR HYBRID	9	EA	\$1,860.00	\$16,740.00	\$4,532.00	\$40,788.00	\$4,500.00	\$40,500.00	\$4,600.00	\$41,400.00	\$5,500.00	\$49,500.00	\$4,820.00	\$43,380.00
180	6004	XXX3	VANTAGE NEXT CAMERA	4	EA	\$1,860.00	\$7,440.00	\$1,807.65	\$7,230.60	\$1,800.00	\$7,200.00	\$1,800.00	\$7,200.00	\$2,200.00	\$8,800.00	\$1,920.00	\$7,680.00
181	6004	XXX4	VANTAGE NEXT VIEWER AND SET UP TOOL	3	EA	\$2,300.00	\$6,900.00	\$154.50	\$463.50	\$155.00	\$465.00	\$155.00	\$465.00	\$200.00	\$600.00	\$164.00	\$492.00
182	6004	XXX5	AXIS NETWORK PTZ CAMERA	2	EA	\$4,200.00	\$8,400.00	\$3,121.93	\$6,243.86	\$3,100.00	\$6,200.00	\$3,100.00	\$6,200.00	\$3,800.00	\$7,600.00	\$3,320.00	\$6,640.00
183	6004	XXX6	COMNET ETHERNET SWITCH	2	EA	\$1,920.00	\$3,840.00	\$1,551.18	\$3,102.36	\$1,550.00	\$3,100.00	\$1,600.00	\$3,200.00	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00
184	6004	XXX7	PEGASUS TWIST PORT RADIO 5GHZ 300MG	2	EA	\$2,500.00	\$5,000.00	\$1,798.38	\$3,596.76	\$1,800.00	\$3,600.00	\$1,820.00	\$3,640.00	\$2,200.00	\$4,400.00	\$1,910.00	\$3,820.00
185	6004	XXX8	ANTENNA - ULTRA DISH TP400 24-DBL	2	EA	\$1,410.00	\$2,820.00	\$334.75	\$669.50	\$335.00	\$670.00	\$340.00	\$680.00	\$500.00	\$1,000.00	\$360.00	\$720.00
186	6004	XXX9	OPTICOM DETECTOR-GTT MODEL 711 (SINGLE)	5	EA	\$1,360.00	\$6,800.00	\$1,143.30	\$5,716.50	\$1,150.00	\$5,750.00	\$1,160.00	\$5,800.00	\$1,500.00	\$7,500.00	\$1,220.00	\$6,100.00
187	6004	XXX10	OPTICOM DETECTOR-GTT MODEL 722 (DUAL)	4	EA	\$1,360.00	\$5,440.00	\$1,751.00	\$7,004.00	\$1,750.00	\$7,000.00	\$1,800.00	\$7,200.00	\$2,100.00	\$8,400.00	\$1,860.00	\$7,440.00
188	6004	XXX11	OPTICOM PHASE SELECTOR-GTT MODEL 764	3	EA	\$4,900.00	\$14,700.00	\$4,455.78	\$13,367.34	\$4,400.00	\$13,200.00	\$4,500.00	\$13,500.00	\$5,500.00	\$16,500.00	\$4,740.00	\$14,220.00
189	6004	XXX12	OPTICOM CARD RACK- GTT MODEL 760	3	EA	\$600.00	\$1,800.00	\$500.58	\$1,501.74	\$500.00	\$1,500.00	\$510.00	\$1,530.00	\$700.00	\$2,100.00	\$530.00	\$1,590.00
190	6004	XXX13	OPTICOM CABLE- GTT MODEL 138	2,828	LF	\$2.75	\$7,777.00	\$4.12	\$11,651.36	\$4.10	\$11,594.80	\$4.20	\$11,877.60	\$5.00	\$14,140.00	\$4.40	\$12,443.20
191	6004	XXX14	ILSN (LED) (8S)	10	EA	\$2,600.00	\$26,000.00	\$2,472.00	\$24,720.00	\$2,450.00	\$24,500.00	\$2,500.00	\$25,000.00	\$3,000.00	\$30,000.00	\$2,630.00	\$26,300.00
					TRAFFIC SIGNAL SUBTOTAL		\$1,106,131.56		\$1,078,692.59		\$1,082,260.15		\$1,087,252.95		\$1,321,272.00		\$1,146,542.45
ILLUMINATION																	
192	416	6002	DRILL SHAFT (24 IN)	348	LF	\$175.00	\$60,900.00	\$172.01	\$59,859.48	\$170.00	\$59,160.00	\$175.00	\$60,900.00	\$210.00	\$73,080.00	\$183.00	\$63,684.00
193	610	6004	RELOCATE RD IL ASM (TRANS-BASE)	2	EA	\$1,750.00	\$3,500.00	\$540.75	\$1,081.50	\$540.00	\$1,080.00	\$550.00	\$1,100.00	\$700.00	\$1,400.00	\$570.00	\$1,140.00
194	618	6023	CONDT (PVC) (SCH 40) (2")	11,281	LF	\$9.00	\$101,529.00	\$8.24	\$92,955.44	\$8.50	\$95,888.50	\$8.40	\$94,760.40	\$10.00	\$112,810.00	\$8.75	\$98,708.75
195	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	949	LF	\$9.00	\$8,541.00	\$32.96	\$31,279.04	\$33.00	\$31,317.00	\$33.00	\$31,317.00	\$40.00	\$37,960.00	\$35.05	\$33,262.45
196	624	6002	GROUND BOX TY A (122311)W/APRON	14	EA	\$1,000.											

Kenney Fort Blvd - Segment 2 3 Project
Bid Tabulations

						Engineer's Estimate		J. D. Abrams		Chasco		Jordan Forster		CC Carlton Industries		Capital Excavation	
Bid Item Number	Spec	Desc Code	Description	Bid Form Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
LUMP SUM ITEMS																	
218			FORCE ACCOUNT (LAW ENFORCEMENT)	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
219			FORCE ACCOUNT (SAFETY)	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
220			FORCE ACCOUNT (EROSION CONTROL)	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
221			MOBILIZATION	1	LS	10.00%	\$2,328,000.00	\$2,000,000.00	\$2,000,000.00	\$800,000.00	\$800,000.00	\$1,800,000.00	\$1,800,000.00	\$530,000.00	\$530,000.00	\$1,000,000.00	\$1,000,000.00
					LUMP SUM ITEM SUBTOTAL		\$2,368,000.00		\$2,040,000.00		\$840,000.00		\$1,840,000.00		\$570,000.00		\$1,040,000.00
					TRANSPORTATION SUTOTAL		\$22,261,319.10		\$20,913,075.27		\$21,343,526.85		\$21,908,344.80		\$23,086,682.95		\$21,559,622.31
JOINT-BID WATER																	
W-1	505		ENCASEMENT PIPE, 24-IN DIA., TYPE STEEL	272	LF	\$295.24	\$80,305.28	\$200.00	\$54,400.00	\$225.00	\$61,200.00	\$205.00	\$55,760.00	\$240.00	\$65,280.00	\$250.00	\$68,000.00
W-2	505		ENCASEMENT PIPE, 30-IN DIA., TYPE STEEL	156	LF	\$375.76	\$58,618.56	\$390.00	\$60,840.00	\$410.00	\$63,960.00	\$390.00	\$60,840.00	\$350.00	\$54,600.00	\$390.00	\$60,840.00
W-3	SP505		SPLIT CASING, 30-IN DIA., TYPE STEEL	362	LF	\$536.80	\$194,321.60	\$560.00	\$202,720.00	\$1,900.00	\$687,800.00	\$565.00	\$204,530.00	\$650.00	\$235,300.00	\$830.00	\$300,460.00
W-4	509		TRENCH SAFETY SYSTEMS (WATER), ALL DEPTHS	8,791	LF	\$2.68	\$23,595.04	\$2.00	\$17,582.00	\$1.00	\$8,791.00	\$2.20	\$19,340.20	\$1.00	\$8,791.00	\$4.15	\$36,482.65
W-5	SP510		REMOVE EXISTING WATER LINE, 16-INCH	290	LF	\$187.88	\$54,485.20	\$65.00	\$18,850.00	\$35.00	\$10,150.00	\$68.00	\$19,720.00	\$40.00	\$11,600.00	\$43.60	\$12,644.00
W-6	SP510		ABANDON EXISTING WATER LINE, 16-INCH	404	LF	\$53.68	\$21,686.72	\$32.00	\$12,928.00	\$16.00	\$6,464.00	\$33.00	\$13,332.00	\$25.00	\$10,100.00	\$30.00	\$12,120.00
W-7	510		PIPE, 12-IN, PVC C-900, SDR-21 WATER LINE,	7,358	LF	\$134.20	\$987,443.60	\$87.00	\$640,146.00	\$89.00	\$654,862.00	\$89.00	\$654,862.00	\$90.00	\$662,220.00	\$85.80	\$631,316.40
W-8	510		PIPE, 12-IN, PVC C-900, SDR-21 WATER LINE	92	LF	\$161.04	\$14,815.68	\$95.00	\$8,740.00	\$134.00	\$12,328.00	\$97.00	\$8,924.00	\$120.00	\$11,040.00	\$99.80	\$9,181.60
W-9	510		PIPE, 12-IN, DI AWWA C-151, CLASS 250 WATER LINE,	17	LF	\$201.30	\$3,422.10	\$165.00	\$2,805.00	\$164.00	\$2,788.00	\$168.00	\$2,856.00	\$130.00	\$2,210.00	\$169.00	\$2,873.00
W-10	510		PIPE, 16-IN, DI AWWA C-151, CLASS 250 WATER LINE,	753	LF	\$268.40	\$202,105.20	\$315.00	\$237,195.00	\$135.00	\$101,655.00	\$330.00	\$248,490.00	\$135.00	\$101,655.00	\$260.00	\$195,780.00
W-11	510		DI FITTINGS	3.33	TON	\$13,420.00	\$44,688.60	\$13,750.00	\$45,787.50	\$9,000.00	\$29,970.00	\$15,000.00	\$49,950.00	\$16,000.00	\$53,280.00	\$19,300.00	\$64,269.00
W-12	DRAWINGS		PRESSURE PLUG, 12-IN	2	EA	\$3,355.00	\$6,710.00	\$975.00	\$975.00	\$730.00	\$1,460.00	\$980.00	\$1,960.00	\$1,000.00	\$2,000.00	\$680.00	\$1,360.00
W-13	510		PRESSURE TAP, 12-IN	2	EA	\$6,710.00	\$13,420.00	\$11,450.00	\$22,900.00	\$7,800.00	\$15,600.00	\$12,000.00	\$24,000.00	\$9,000.00	\$18,000.00	\$10,500.00	\$21,000.00
W-14	SP510		HYMAX HLD 2 COUPLING, 16-IN, RESTRAINED	2	EA	\$2,684.00	\$5,368.00	\$2,000.00	\$4,000.00	\$3,600.00	\$7,200.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$6,200.00	\$12,400.00
W-15	511		AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE A	2	EA	\$6,710.00	\$13,420.00	\$10,000.00	\$20,000.00	\$9,900.00	\$19,800.00	\$10,200.00	\$20,400.00	\$4,000.00	\$8,000.00	\$7,500.00	\$15,000.00
W-16	511		GATE VALVE WITH VALVE BOX, 12-INCH	17	EA	\$4,697.00	\$79,849.00	\$5,200.00	\$88,400.00	\$2,900.00	\$49,300.00	\$5,200.00	\$88,400.00	\$4,000.00	\$68,000.00	\$3,210.00	\$54,570.00
W-17	511		GATE VALVE WITH VALVE BOX, 16-INCH	6	EA	\$13,420.00	\$80,520.00	\$9,200.00	\$55,200.00	\$7,300.00	\$43,800.00	\$9,300.00	\$55,800.00	\$10,000.00	\$60,000.00	\$7,400.00	\$44,400.00
W-18	511		DRAIN VALVE ASSEMBLY	3	EA	\$6,710.00	\$20,130.00	\$4,500.00	\$13,500.00	\$5,300.00	\$15,900.00	\$4,900.00	\$14,700.00	\$4,000.00	\$12,000.00	\$5,700.00	\$17,100.00
W-19	DRAWINGS		ADJUST VALVE TO SURFACE	5	EA	\$3,355.00	\$16,775.00	\$570.00	\$2,850.00	\$350.00	\$1,750.00	\$570.00	\$2,850.00	\$350.00	\$1,750.00	\$1,090.00	\$5,450.00
W-20	DRAWINGS		FIRE HYDRANT REMOVAL	2	EA	\$1,342.00	\$2,684.00	\$1,600.00	\$3,200.00	\$550.00	\$1,100.00	\$1,600.00	\$3,200.00	\$3,500.00	\$7,000.00	\$1,210.00	\$2,420.00
W-21	511		FIRE HYDRANT ASSEMBLY	9	EA	\$9,394.00	\$84,546.00	\$7,300.00	\$65,700.00	\$7,800.00	\$70,200.00	\$7,800.00	\$70,200.00	\$5,500.00	\$49,500.00	\$8,200.00	\$73,800.00
W-22	DRAWINGS		PRESSURE REDUCING VALVE ASSEMBLY	1	EA	\$26,840.00	\$26,840.00	\$36,000.00	\$36,000.00	\$68,000.00	\$68,000.00	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$48,800.00	\$48,800.00
W-23	TXDOT 400 6006		CUT AND RESTORE PAVEMENT	120	SY	\$120.00	\$14,400.00	\$94.00	\$11,280.00	\$100.00	\$12,000.00	\$95.00	\$11,400.00	\$200.00	\$24,000.00	\$250.00	\$30,000.00
W-24	510		12"X12" WET CONNECTION	1	EA	\$8,000.00	\$8,000.00	\$6,800.00	\$6,800.00	\$2,600.00	\$2,600.00	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00
W-25	DRAWINGS		RESTRAIN JOINT 16" EXISTING WATERLINE	12	EA	\$2,000.00	\$24,000.00	\$1,450.00	\$17,400.00	\$1,650.00	\$19,800.00	\$1,500.00	\$18,000.00	\$1,250.00	\$15,000.00	\$1,330.00	\$15,960.00
					WATER SUBTOTAL		\$2,082,149.58		\$1,651,173.50		\$1,968,478.00		\$1,700,514.20		\$1,561,226.00		\$1,741,726.65
JOINT-BID WASTEWATER																	
WW-1	501		JACKING OR BORING, 30-IN DIA., TYPE STEEL	119	LF	\$738.10	\$87,833.90	\$975.00	\$116,025.00	\$850.00	\$101,150.00	\$1,000.00	\$119,000.00	\$1,000.00	\$119,000.00	Missing Bid Form Sheet 43	
WW-2	505		ENCASEMENT PIPE 18-IN DIAMETER, TYPE STEEL	145	LF	\$228.14	\$33,080.30	\$160.00	\$23,200.00	\$140.00	\$20,300.00	\$168.00	\$24,360.00	\$220.00	\$31,900.00	Missing Bid Form Sheet 43	
WW-3	505		ENCASEMENT PIPE 20-IN DIAMETER, TYPE STEEL	148	LF	\$268.40	\$39,723.20	\$165.00	\$24,420.00	\$150.00	\$22,200.00	\$170.00	\$25,160.00	\$230.00	\$34,040.00	Missing Bid Form Sheet 43	
WW-4	505		ENCASEMENT PIPE 24-IN DIAMETER, TYPE STEEL	150	LF	\$295.24	\$44,286.00	\$175.00	\$26,250.00	\$160.00	\$24,000.00	\$185.00	\$27,750.00	\$250.00	\$37,500.00	Missing Bid Form Sheet 43	
WW-5	505		ENCASEMENT PIPE 30-IN DIAMETER, TYPE STEEL	15	LF	\$375.76	\$5,636.40	\$400.00	\$6,000.00	\$340.00	\$5,100.00	\$415.00	\$6,225.00	\$400.00	\$6,000.00	Missing Bid Form Sheet 43	
WW-6	509		TRENCH SAFETY SYSTEMS (WW), ALL DEPTHS	7,262	LF	\$4.03	\$29,236.81	\$2.60	\$18,881.20	\$1.00	\$7,262.00	\$2.70	\$19,607.40	\$1.00	\$7,262.00	Missing Bid Form Sheet 43	
WW-7	2615		FRP MANHOLE (ALL DEPTHS), 48-INCH DIAMETER	1	EA	\$10,736.00	\$10,736.00	\$5,300.00	\$5,300.00	\$8,400.00	\$8,400.00	\$5,400.00	\$5,400.00	\$15,000.00	\$15,000.00	\$8,600.00	\$8,600.00
WW-9	2615		FRP MANHOLE (ALL DEPTHS), 60-INCH DIAMETER	8	EA	\$13,420.00	\$107,360.00	\$8,000.00	\$64,000.00	\$10							

Kenney Fort Blvd - Segment 2 3 Project
Bid Tabulations

						Engineer's Estimate		J. D. Abrams		Chasco		Jordan Forster		CC Carlton Industries		Capital Excavation	
Bid Item Number	Spec	Desc Code	Description	Bid Form Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ALTERNATE NO. 2																	
WW-1.1	CORR 506		ADD NEW MANHOLE CONSTRUCTION, 48-INCH DIAMETER	1	EA	\$10,000.00	\$10,000.00	\$4,900.00	\$4,900.00	\$9,600.00	\$9,600.00	\$5,400.00	\$5,400.00	\$15,000.00	\$15,000.00	\$9,200.00	\$9,200.00
WW-1.2	CORR 506		ADD NEW MANHOLE CONSTRUCTION, 60-INCH DIAMETER	8	EA	\$13,000.00	\$104,000.00	\$7,400.00	\$59,200.00	\$13,200.00	\$105,600.00	\$8,200.00	\$65,600.00	\$12,000.00	\$96,000.00	\$14,400.00	\$115,200.00
WW-1.3	CORR 506		DEDUCT FRP MANHOLE (ALL DEPTHS), 48-IN DIAMETER	1	EA	\$10,736.00	-\$10,736.00	\$5,300.00	-\$5,300.00	\$8,400.00	-\$8,400.00	\$5,400.00	-\$5,400.00	\$15,000.00	-\$15,000.00	\$8,600.00	-\$8,600.00
WW-1.4	CORR 506		DEDUCT FRP MANHOLE (ALL DEPTHS), 60-IN DIAMETER	8	EA	\$13,420.00	-\$107,360.00	\$8,000.00	-\$64,000.00	\$10,500.00	-\$84,000.00	\$8,400.00	-\$67,200.00	\$18,000.00	-\$144,000.00	\$12,700.00	-\$101,600.00
						ALTERNATE NO. 2 SUBTOTAL			-\$4,096.00		-\$5,200.00		\$22,800.00		-\$1,600.00		-\$48,000.00
Total Base Bid (Transportation + Water + Wastewater)							\$25,647,686.02	\$23,409,120.97		\$24,219,866.85		\$24,492,502.40		\$25,741,680.95		Unresponsive Bid	
Total Base Bid + Alternate 1							\$25,616,782.42	\$23,416,478.97		\$24,197,792.85		\$24,477,786.40		\$25,704,890.95			
Total Base Bid + Alternate 2							\$25,643,590.02	\$23,403,920.97		\$24,242,666.85		\$24,490,902.40		\$25,693,680.95			
Total Base Bid + Alternate 1 & 2							\$25,612,686.42	\$23,411,278.97		\$24,220,592.85		\$24,476,186.40		\$25,656,890.95			
% Over/Under Engineering Estimate								-8.7%		-5.6%		-4.5%		0.4%			

City of Round Rock
 TxDOT CSJ: 0914-05-195
 Bid Opening: Tuesday July 27, 2021; 2:00 pm

Kenney Fort Blvd - Segment 2 3 Project
Bid Document Check

Check for Bid Documents	J. D. Abrams	Capital Excavation	Chasco	Jordan Foster	CC Carlton Industries
Acknowledge Addendum No. 1	Yes	Yes	Yes	Yes	Yes
Acknowledge Addendum No. 2	Yes	Yes	Yes	Yes	Yes
Safety Experience	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Texas Child Support Business Ownership Form	Yes	No	Yes	Yes	Yes
Non-collusion Affidavit	Yes	No	Yes	Yes	Yes
Disclosure of Lobbying Activities	Yes	No	Yes	Yes	Yes

August 4th, 2021
JC Montelongo II, E.I.T.
City of Round Rock
3400 Sunrise Road
Round Rock, TX 78665

**RE: Kenney Fort Blvd Segments 2 & 3 Project - Award Recommendation
TxDOT CSJ 0914-05-195;**

The City opened bids for the Kenney Fort Blvd Segments 2 & 3 Project on Tuesday July 27th, at 2:00 PM from the following contractors. There were four (4) responsive bids and one unresponsive bid.

1. J. D. Abrams, LP
2. Chasco Constructors, LTD, LLP
3. Jordan Foster Construction, LLC
4. C. C. Carlton Industries, LTD.

Unresponsive Bid - Capital Excavation Co.

The low bidder for the Base Bid is **J.D. Abrams, LP**

Base Bid (Transportation + Water + Wastewater)	<u>\$23,409,120.97</u>
Alternate Bid No. 1 is	<u>\$7,358.00</u>
Alternate Bid No. 2 is	<u>-\$5200.00</u>
Base Bid + Alternative No. 1	<u>\$23,416,478.97</u>
Base Bid + Alternate No. 2	<u>\$23,403,920.97</u>
Total Base Bid + Alternate No. 1 & 2	<u>\$23,411,278.97</u>

The submitted bid form has been checked for accuracy and compliance with the requirements of the bidding instructions. CP&Y recommends the City of Round Rock award the contract to the apparent low bidder – J.D. Abrams.

If you have any questions regarding the bids or this letter, please let me know.

Sincerely,
CP&Y

TBPE, FIRM REGISTRATION # 1741



Anthony Serda, P.E.
Project Manager

Enclosures:
Bid Tabulation

cc: Gary Hudder, P.E - City of Round Rock
Gerald Pohlmeier, - City of Round Rock



MEMO

August 23, 2021

To: William L. Hale, P.E., Chief Engineer

Through: Lance Simmons, P.E., Director of Engineering & Safety Operations

From: Duane S. Milligan, P.E., Construction Division Director

Subject: Award of Local Government Project, Williamson County

DocuSigned by:

Lance W. Simmons
7A1E426988DE4A2...

DocuSigned by:

D. S. Milligan
361344A1074C4B6...

Control: 0914-05-195
Project: STP 2021(745)MM
Highway: CS
Williamson County

The above referenced project has been reviewed. The City of Round Rock and the Austin District recommend awarding the contract to J.D. Abrams. The total amount of the low bid was \$23,409,120.97, which is 8.7 percent under the engineer's estimate of \$25,647,686.02. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The city is responsible for any costs above the maximum authorized federal amount.

There were two alternates in this project, the city chose to not pursue either alternate, and only contract for the base bid amount.

Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Environmental

DocuSigned by:

William L. Hale 8/26/2021

B9775932E4FB44F...

I concur with
recommendation to
award. Approved

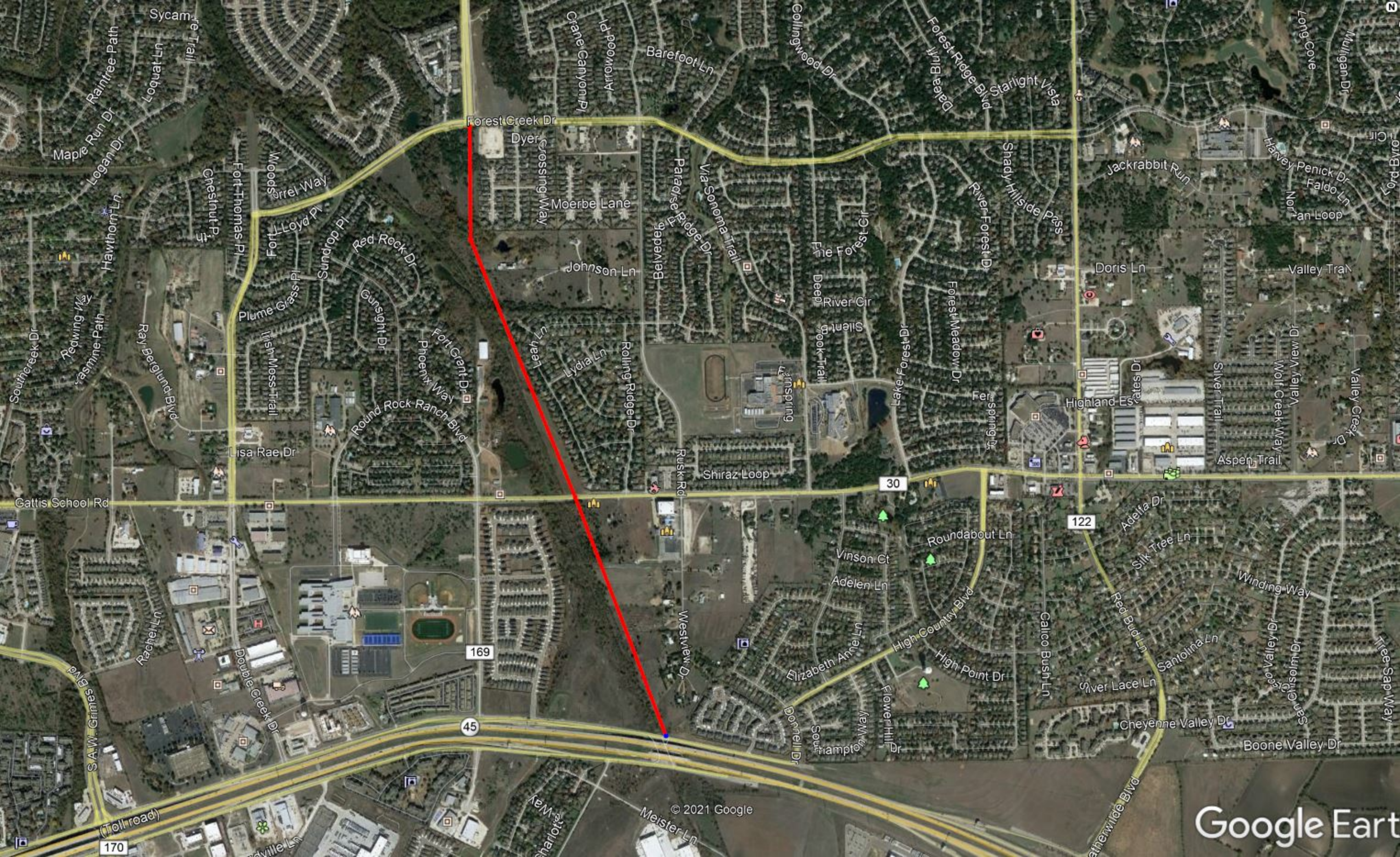
The Utilities are not clear at the time of project let. The certifications document lists the utilities that are not clear, and states the estimated relocation dates, and should have no impact on the project.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-785694

Date Filed:
08/02/2021

Date Acknowledged:

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

J.D. Abrams L. P.
Austin, TX United States

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

City of Round Rock Transportation Department

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.

Kenney Fort Blvd- Seg 2 & 3
Furnishing all labor, materials and equipment and performing all work required for the Construction of Kenney Fort Blvd Segments 2 and 3

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gallagher, Kelly	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Abrams, Jon	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is J Kelly Gallagher, and my date of birth is [REDACTED].

My address is 5811 Trade Center Dr. Bldg. 1, Austin, TX, 78744, 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 3rd day of Aug, 2021.
(month) (year)

J Kelly Gallagher
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Creek Stormwater Modeling 2022-2023 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$150,000.00

Indexes: Self-Financed Drainage Construction

Attachments: Resolution, Exhibit A

Department: Utilities & Environmental Services

Text of Legislative File 2021-259

The proposed Creek Stormwater Modeling 2022-2023 Work Authorization Contract for Engineering Services with AECOM is necessary to continue the support of City staff by developing and performing floodplain modeling. A previous work authorization contract (Creek Stormwater Modeling 2018-2020) that initiated this work has been exhausted and has expired.

This contract will expand on the previously developed and submitted FEMA models to encompass areas within the City that are outside the limits of the FEMA data. The expanded models will be of the same detail and methodology as the FEMA models, and will significantly improve efficiency of regulatory efforts, analysis, and infrastructure assessment regarding our City's creeks and major drainage ways; and will help unify and standardize floodplain data for our community.

The services to be provided under the contract will generally consist of work required to perform detailed stormwater drainage analyses, including but not limited to the following: hydrologic and hydraulic analyses and modeling; surveying; floodplain mapping; and capacity analyses of un-studied creek tributaries or other areas identified by the City.

Cost: \$150,000

Source of Funds: Self-Financed Drainage Construction

RESOLUTION NO. R-2021-259

WHEREAS, the City of Round Rock desires to retain engineering services for the Creek Stormwater Modeling 2022-2023 Project, and

WHEREAS, AECOM Technical Services, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with AECOM Technical Services, 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 AECOM Technical Services, Inc. for the Creek Stormwater Modeling 2022-2023 Project, 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 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES
FOR CREEK STORMWATER MODELING 2022-2023
WORK AUTHORIZATION**

FIRM: AECOM TECHNICAL SERVICES, INC. ("Engineer")
ADDRESS: 13640 Briarwick Drive, Austin, TX 78729

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into to be effective on _____, 2021 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 a Work Schedule to be agreed upon between City and Engineer as part of the Work Authorization provided in Article 7 herein, "Work Authorization." Such Work Schedule shall contain a complete schedule so that the Engineering Services included in the Work Authorization 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.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 30th day of the month of September, 2023, or as otherwise terminated as provided in Article 20 entitled "Termination." 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 the services 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) Work Authorization. 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 C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). 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 a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Work Authorization regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization has not been issued.

ARTICLE 8
PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Federico Sanchez
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-6609
Fax Number (512) 218-5536
Email Address fsanchez@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:

Clint Kimball
Project Manager/Water Resources
13640 Briarwick Drive
Austin, TX 78729
Telephone Number (512) 318-7010
Fax Number N/A
Email Address clint.kimball@aecom.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 agreement 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 federal, state 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) 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.

(3) As required by Chapter 2270, 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.

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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a 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 D 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 this Contract, 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:

Clint Kimball
Project Manager/Water Resources
13640 Briarwick Drive
Austin, TX 78729

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]

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

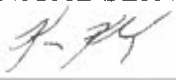
By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

AECOM TECHNICAL SERVICES, INC.

By:  _____
Signature of Principal
Printed Name: Kevin Klimek

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Fee Schedule |
| (4) Exhibit D | Certificates of Insurance |

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer (AECOM) that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.

EXHIBIT B

Engineering Services

1. PROJECT PURPOSE

The project purpose is to support City staff with floodplain modeling and/or drainage analyses. This will be accomplished by expanding, developing, or updating current or new models/analyses to determine and/or assess floodplain, flooding, and/or stormwater issues in unmodeled or other areas identified by the City.

2. BACKGROUND

Generally, the project will continue and expand on the work recently completed under the previous contract for engineering services (Creek Stormwater Modeling 2018-2020 Work Authorization) that expanded upon the floodplains developed under the Upper Brushy Creek (UBC) Watershed Study which provided modeling that was subsequently submitted to FEMA as part of a process to update the Williamson County, Texas Flood Insurance Rate Map (FIRM) with regard to the UBC basin.

3. GENERAL SCOPE OF WORK

The work will generally consist of surveying (through specified and agreed upon subcontractor) and engineering services necessary to develop hydrologic and hydraulic analyses to identify and map floodplains and/or assess capacities along previously un-studied creek tributaries and drainageways and/or other areas identified by the City. The work will also consist of hydrologic and hydraulic analysis of existing and future floodwater mitigation infrastructure.

The work may include but not be limited to: field survey to capture ground and/or pipe elevations and other planimetric features necessary for subsequent engineering analyses (field survey data shall be in accordance with FEMA Flood Insurance Program standards and provided to the City in both DWG and PDF files; DWG files shall be compatible with AutoCad Map 3D 2017); watershed delineation, hydrologic analyses utilizing HEC-HMS or other acceptable methods approved by the City, analyses of storm drains and/or culverts; hydraulic analyses utilizing HEC-RAS or other methods approved by the City; GIS mapping; and development of engineering reports.

Typical Work Authorization components may include but not be limited to the following:

- 1) Project Management, including kick-off and/or coordination meetings to determine:
 - a) Identification and prioritization of areas to be modeled/analyzed.
 - b) Modeling methodologies and deliverables components and/or standards.
- 2) Hydrology and Hydraulics modeling/analyses development.
- 3) Surveying as required for modeling/analyses and as approved by the City.
- 4) Development and finalization of reports, GIS maps, etc.
- 5) Submission of reports and data in formats approved by the City.

EXHIBIT C

Fee Schedule

Hourly rates to be billed on a time and materials basis per the following rates:

Title / Role	Bill Rate
Principal	\$268
Technical Advisor II	\$258
Technical Advisor I	\$237
Project Manager III	\$185
Project Manager II	\$168
Project Manager I	\$150
Senior Engineer III	\$216
Senior Engineer II	\$196
Senior Engineer I	\$175
Engineer III / Scientist III	\$155
Engineer II / Scientist II	\$134
Engineer I / Scientist I	\$118
EIT III / Scientist III	\$107
EIT II / Scientist II	\$97
EIT I / Scientist I	\$86
Senior CAD / GIS	\$121
CAD / GIS IV	\$98
CAD / GIS III	\$88
CAD / GIS II	\$77
CAD / GIS I	\$67
Project Admin III	\$96
Project Admin II	\$88
Project Admin I	\$72

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2021

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-21-22	CONTACT NAME: James Vogel PHONE (A/C, No, Ext): 213-346-5098 E-MAIL ADDRESS: James.I.vogel@marsh.com FAX (A/C, No): 212-948-0533																					
INSURED AECOM 1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : ACE American Insurance Company</td><td></td><td>22667</td></tr><tr><td>INSURER B : N/A</td><td></td><td>N/A</td></tr><tr><td>INSURER C : Illinois Union Insurance Co</td><td></td><td>27960</td></tr><tr><td>INSURER D : SEE ACORD 101</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : ACE American Insurance Company		22667	INSURER B : N/A		N/A	INSURER C : Illinois Union Insurance Co		27960	INSURER D : SEE ACORD 101			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C : Illinois Union Insurance Co		27960																				
INSURER D : SEE ACORD 101																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:**

LOS-002167648-33

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G72486304	04/01/2021	04/01/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																									
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																									
MED EXP (Any one person)	\$	5,000																									
PERSONAL & ADV INJURY	\$	1,000,000																									
GENERAL AGGREGATE	\$	2,000,000																									
PRODUCTS - COMP/OP AGG	\$	2,000,000																									
	\$																										
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25549211	04/01/2021	04/01/2022	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																									
BODILY INJURY (Per person)	\$																										
BODILY INJURY (Per accident)	\$																										
PROPERTY DAMAGE (Per accident)	\$																										
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$													
EACH OCCURRENCE	\$																										
AGGREGATE	\$																										
	\$																										
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	SEE ACORD 101	04/01/2021	04/01/2022	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																											
E.L. EACH ACCIDENT	\$	1,000,000																									
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																									
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2021	04/01/2022	<table><tr><td>Per Claim/Agg</td><td></td><td>2,000,000</td></tr><tr><td>Defense Included</td><td></td><td></td></tr></table>	Per Claim/Agg		2,000,000	Defense Included																	
Per Claim/Agg		2,000,000																									
Defense Included																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

Contractors Pollution Liability. Carrier: AIG Specialty Insurance Company, NAIC #26883. Policy #: CPL 1814870, Policy Term: 04/01/2021 - 04/01/2022. "Claims Made." Defense Included. Limit: \$2,000,000 Per Loss/Aggregate

CERTIFICATE HOLDER**CANCELLATION**

AECOM
1999 Avenue of the Stars, Ste. 2600
Los Angeles, CA 90067

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

Marsh Risk & Insurance Services

AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM 1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost: \$227,692.50

Indexes: Self-Financed Water Construction; Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, MAP-WaterlineReplacement, MAP-Pipe Bursting, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2021-261

The Northeast Downtown Infrastructure Improvements project involves the installation of new water and wastewater lines, installation of a new stormwater system, construction of an underground dry utility duct bank, and construction of right-of-way (ROW) improvements needed in the northeast downtown area. The project area includes two blocks of East Austin Avenue and East Liberty Street between Mays Street and Sheppard Street. The project also includes Lampasas Street and Sheppard Street between East Liberty Street and East Austin Avenue.

On September 23, 2020, the City received six bids for the Northeast Downtown Infrastructure Improvements project, and awarded the contract on October 22, 2020 to Cash Construction, Inc. for \$7,823,780.

Change Order (CO) No. 1 was for removal and disposal of asbestos concrete water lines along Sheppard Street. CO No. 1 was in the amount of \$28,489.20 which increased the contract price to \$7,852,269.20. CO No. 2 was for equipment and labor to install City fiber conduit underground and provide fiber to the new library site. CO No. 2 was in the amount of \$135,567.50 which increased the contract price to \$7,987,836.70.

CO No. 3 is for replacement of an existing 6-inch wastewater line with an 8-inch HDPE wastewater line by pipe bursting along Milam Street and in the alley south of Liberty Street between Mays Street and Lampasas Street. This change order also includes the replacement of an existing 2-inch waterline with a

6-inch waterline in the same alley south of Liberty Street. These water and wastewater lines located in the alley are old and have experienced numerous breaks over the years. CO No. 3 is in the amount of \$227,692.50 which will increase the contract price to \$8,215,529.20.

Cost: \$227,692.50

Source of Funds: Self-Financed Water Construction and Self-Financed Wastewater Construction

RESOLUTION NO. R-2021-261

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 3, 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, Quantity Adjustment/Change Order No. 3 to the Contract with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 23rd day of September, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Contract Quantity Adjustment/Change Order

EXHIBIT

"A"

rev, 01/16

Department: UES

Project Name: Northeast Downtown Revitalization Date: 8/30/21

City Project ID Number RHB20 Change Order/Quantity Adjustment No. 3

Vendor Cash Construction Company Name 217 Kingston Lacy Blvd. - Pflugerville, Texas 78660 Address (512) 251-7872 Phone No.

Justification

Change Order No. 3 is for replacing 6-inch wastewater line in Milam Street and in Alley between Mays and Lampasas Street with 8-inch HDPE wastewater line by pipe bursting. Also replace existing 2-inch waterline in alley between Mays and Lampasas Street.

SUMMARY

Original Contract Price:

Amount**% Change**

\$7,823,780.00

Previous Quantity Adjustment(s):

\$0.00

This Quantity Adjustment:

\$0.00

Total Quantity Adjustment(s):

\$0.00

Total Contract Price with Quantity Adjustment(s):

\$7,823,780.00

Previous Change Order(s):

\$164,056.70

2%

This Change Order:

\$227,692.50

3%

Total Change Order(s) To Date:

\$391,749.20

5%

Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:

\$8,215,529.20

Difference between Original and Adjusted Contract Prices:

\$391,749.20

Original Contract Time:

365

Time Adjustment by previous Quan. Adj./Change Order:

0

Time Adjustment by this Quan. Adj./Change Order:

7

New Contract Time:

372

Submitted for Approval

Prepared By: Eddie Zapata Signature Eddie Zapata, Senior Project Manager, City of Round Rock Printed Name, Title, Company 8/30/21 Date

Approvals

Contractor: Michael Stevens Signature Michael Stevens, Project Manager, Cash Construction Printed Name, Title, Company 8/31/2021 Date

City Project Manager: Eddie Zapata Signature Eddie Zapata, Senior Project Manager Printed Name, Title 8/31/2021 Date

Mayor/City Manager: Craig Morgan Signature Craig Morgan, Mayor Printed Name, Title Date

Project Name: Northeast Downtown Revitalization

Quan. Adj./Change Order No.: 3

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
CO 3-1	Mobilization	LS	1	\$12,000.00	\$12,000.00	7
CO 3-2	Pipe Burst existing 6-inch Wastewater with 8-inch HDPE	LF.	1166	\$93.75	\$109,312.50	
CO 3-3	Reconnect to existing wastewater service lateral	Ea.	10	\$1,500.00	\$15,000.00	
CO 3-4	Wastewater Service Saddles	Ea.	14	\$125.00	\$1,750.00	
CO 3-5	Road plate rental for wastewater service laterals	Ea.	14	\$460.00	\$6,440.00	
CO 3-6	Traffic Control	LS	1	\$1,500.00	\$1,500.00	
CO 3-7	Demo and remove existing 2" water line	LF.	647	\$20.00	\$12,940.00	
CO 3-8	Install 6" waterline (Complete in place)	LF.	647	\$100.00	\$64,700.00	
CO 3-9	Haul off Utility Spoils	CY	300	\$12.00	\$3,600.00	
CO 3-10	Temporary Pavement Repair (Cold Mix)	Ton	9	\$50.00	\$450.00	
				TOTALS:	\$227,692.50	7

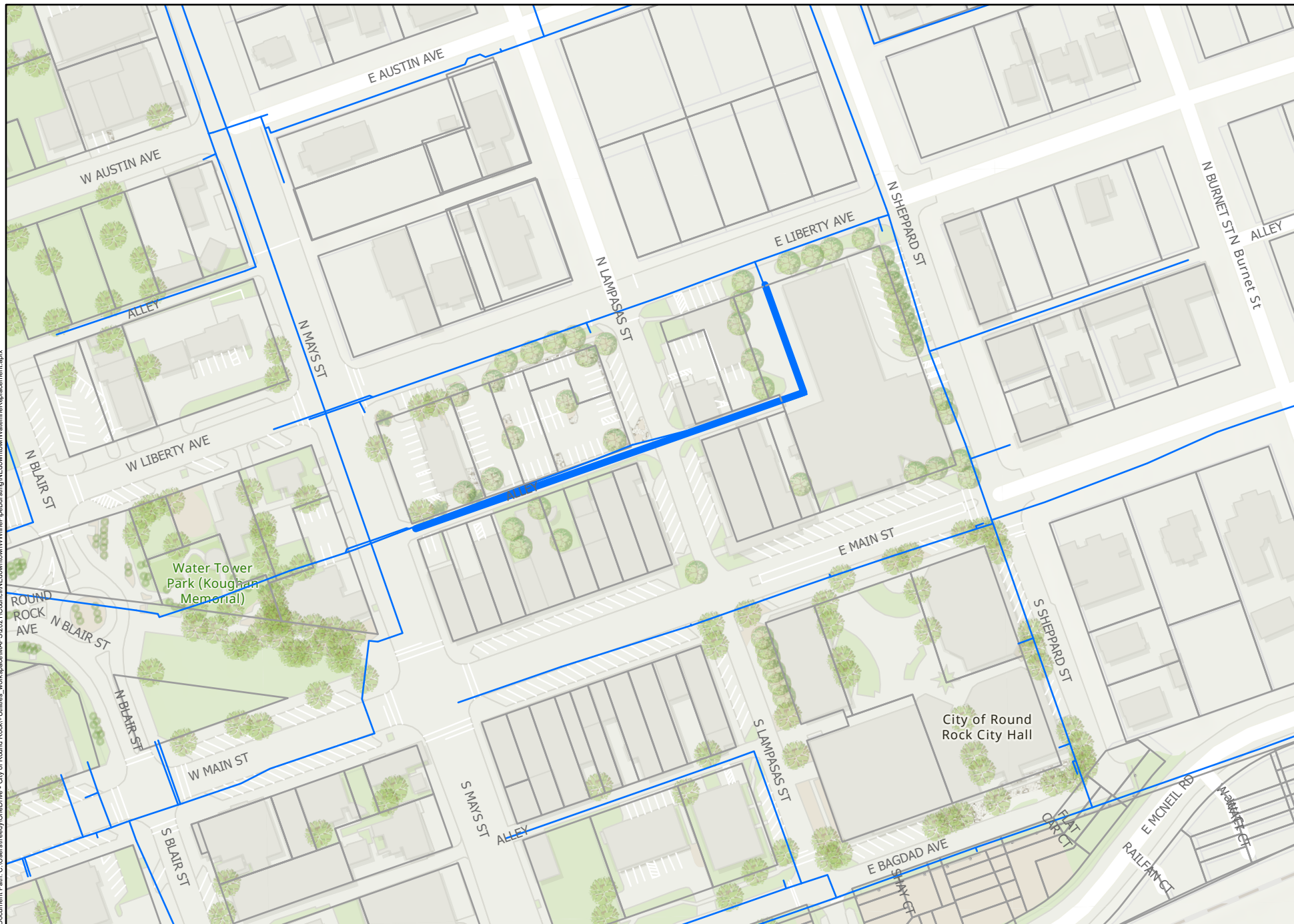
Project Name: Northeast Downtown Revitalization

Quantity Adjustment Data

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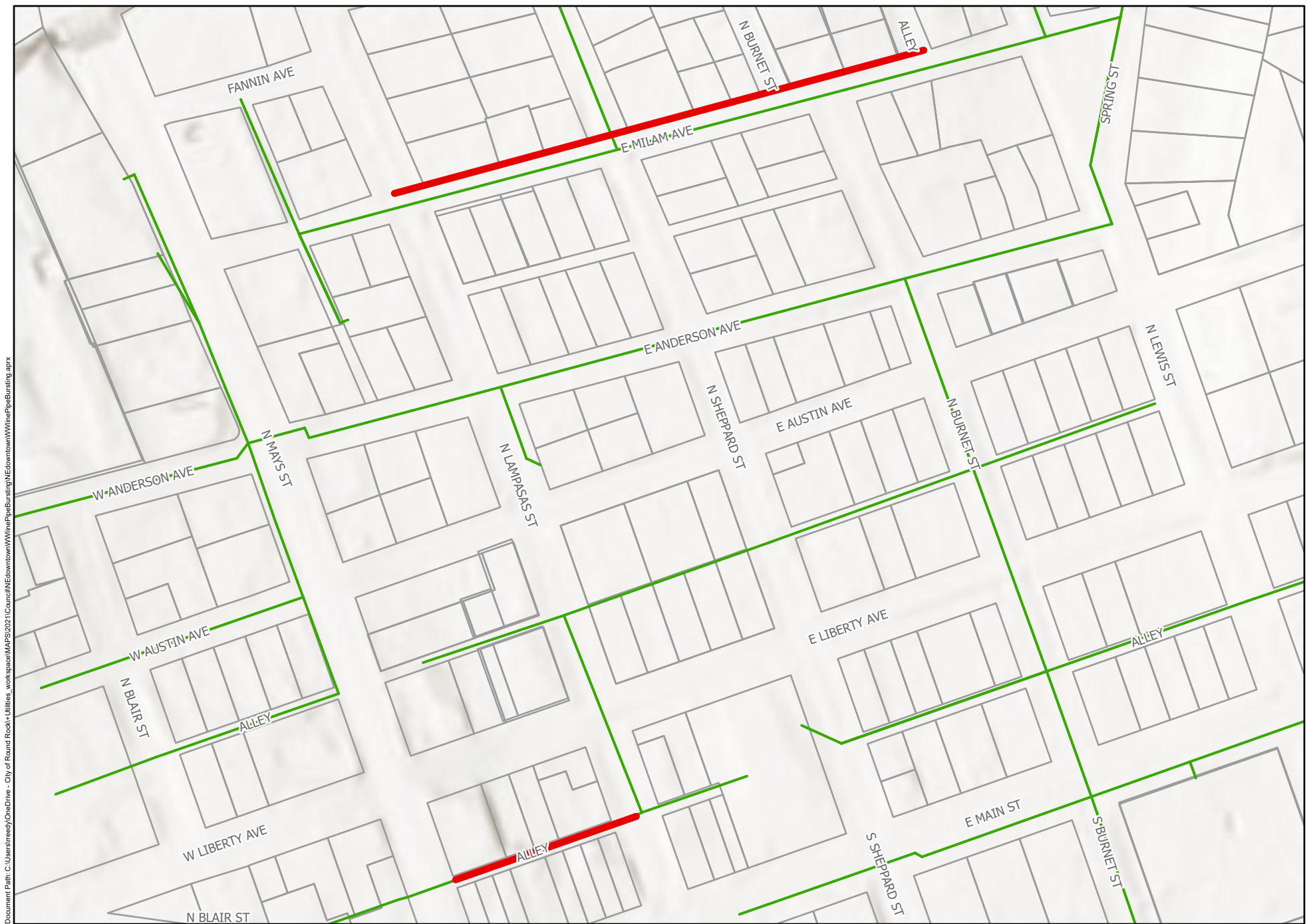
Document Path: C:\Users\jreedy\OneDrive - City of Round Rock\Utilities - workspaces\Map\2021\Council\NE\down\WaterlineReplacement.aprx

Date: 8/31/2021



NORTHEAST DOWNTOWN 6 INCH WATERLINE REPLACEMENT





NORTHEAST DOWNTOWN 6 INCH WASTEWATER LINE PIPE BURSTING



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-799571

Date Filed:
09/08/2021

Date Acknowledged:

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

Cash Construction Company, Inc is MasTec North America
Pflugerville, TX United States

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

City of Round Rock, Texas

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

NorthEast Downtown Revitalization -NorthEast Downtown Utility Improvements

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 Michael Stevens, and my date of birth is [REDACTED]

My address is 217 Kingston Lacy Boulevard, 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 8th day of September, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Executive Session as authorized by §551.087 Government Code, to deliberate the offer of a financial or other incentive to a business prospect that the Council seeks to locate in the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 9/23/2021

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-21-779