



# 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

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Thursday, August 11, 2022

6:00 PM

City Council Chambers, 221 East Main St.

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**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 July 28, 2022 Council Retreat and City Council meeting.](#)
- E.2 [Consider a resolution authorizing the Mayor to execute a Services Agreement and related documents with Brink's U.S., a Division of Brink's, Incorporated, for armored car services.](#)
- E.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Brenntag Southwest, Inc. for the purchase of water treatment chemicals.](#)
- E.4 [Consider a resolution approving the Fern Bluff Municipal Utility District "FY 2023 Brushy Creek Regional Wastewater System Allocated Budget."](#)
- E.5 [Consider a resolution approving the Brushy Creek Municipal Utility District "FY 2023 Brushy Creek Regional Wastewater System Allocated Budget."](#)

**F. RESOLUTIONS:**

- F.1 [Consider a resolution authorizing the Mayor to execute an Engagement Agreement with Ryan Law for representation regarding the challenge to Comptroller Rule 3.334.](#)
- F.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Yellowstone Landscape - Central, Inc. for the purchase of tree trimming, landscaping, and debris removal services.](#)
- F.3 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K. Friese & Associates, Inc. for the BCRWWS Wastewater Master Plan Project.](#)
- F.4 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 4 with Halff Associates, Inc. for the Heritage Trail West Project.](#)
- F.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Whirlix Design, Inc. for the purchase and installation of play equipment at Clay Madsen Recreation Center.](#)
- F.6 [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended June 30, 2022.](#)
- F.7 [Consider a resolution setting the proposed property tax rate for tax year 2022, establishing the date for the public hearing, and setting the dates for tax rate adoption.](#)

**G. APPOINTMENTS:**

- G.1 [Consider five \(5\) appointments to the Planning and Zoning Commission / Capital Improvements Advisory Committee to fill expired terms.](#)
- G.2 [Consider one \(1\) appointments to the Capital Improvements Advisory Ad Hoc Committee to fill an expired term.](#)
- G.3 [Consider three \(3\) appointments to the Round Rock Transportation & Economic Development Corporation Board of Directions to fill expired terms.](#)
- G.4 [Consider three \(3\) appointments to the Historic Preservation Commission to fill expired terms.](#)
- G.5 [Consider three \(3\) regular appointments and one \(1\) alternate appointment to the Zoning Board of Adjustment to fill expired terms.](#)
- G.6 [Consider three \(3\) appointments to the Ethics Review Commission to fill expired terms.](#)
- G.7 [Consider two \(2\) appointments to the Building Standards Commission / Fire Code Board of Appeals to fill expired terms.](#)

**H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

**I. ADJOURNMENT**

*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 5th day of August 2022 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*

*/ORIGINAL SIGNED/*

*Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.1**

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**Title:** Consider approval of the minutes for the July 28, 2022 Council Retreat and City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 072822 Draft Budget Retreat Minutes, 072822 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0655**





# City of Round Rock

## Meeting Minutes - Draft

### City Council Retreat

Thursday, July 28, 2022

#### CALL MEETING TO ORDER

*Mayor Morgan called the work session to order at 8:07 am.*

#### 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

#### CITIZEN COMMUNICATION

*There were no citizens wishing to speak.*

#### PRESENTATIONS AND DISCUSSION ITEMS:

**D.1** [Consider a presentation and discussion regarding the FY 2022-2023 Annual Budget.](#)

*Susan Morgan, CFO made the presentation, discussed, and answered questions from Council on items including:*

*Proposed budget*

*Project priorities*

*Funding options*

*Inflation and cost increases*

*Community Investment*

*Strategic goals*

**D.2**      [Consider a presentation and discussion on potential future projects and funding.](#)

*City Manager and Department Directors reviewed the past year and discussed future development and projects for each of their respective departments in the following order:*

*Laurie Hadley, City Manager*

*Sara Bustilloz, Communications and Marketing / Arts & Culture*

*Susan Morgan, Finance / Utility Billing*

*Shane Glaiser, Fire*

*Chad McDowell, General Services*

*Valerie Francois, Human Resources*

*Ramsey Saad, Information Technology / GIS*

*Michelle Cervantes, Library*

*Rick Atkins, Parks and Recreation*

*Brad Wiseman, Planning & Development Services*

*Allen Banks, Police*

*Chad McKenzie, Sports Management and Tourism*

*Brian Kuhn, Transportation*

*Michael Thane, Utility and Environmental Services*

**ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the work session at 4:23 pm.*

*Respectfully submitted,  
Meagan Spinks, City Clerk*



# City of Round Rock

## Meeting Minutes - Draft

### City Council

Thursday, July 28, 2022

#### CALL MEETING TO ORDER

*The Round Rock City Council met in regular session on Thursday, July 28 in the City Council Chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:03 PM.*

#### ROLL CALL

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

**Absent:** 0

#### PLEDGES OF ALLEGIANCE

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

#### CITIZEN COMMUNICATION

*Michael Withrow, 901 South Mays, spoke regarding possible construction at Mays and Nash.*

*Martin Milner, 11 Oakmoore, spoke regarding the Brushy Creek Wastewater Treatment Plant improvements.*

#### STAFF PRESENTATIONS:

**E.1** [Consider a status update on the Brushy Creek Regional Wastewater Treatment Plant.](#)

*Michael Thane, Utilities and Environmental Director made the presentation.*

**E.2** [Consider a presentation and update from the Fire Department.](#)

*Shane Glaiser, Fire Chief made the presentation.*

**CONSENT AGENDA:**

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

**A motion was made by Council Member Montgomery seconded by Council Member Ortega 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

- F.1** [Consider approval of the minutes for the July 14, 2022 City Council meeting.](#)
- F.2** [Consider a resolution authorizing the City Manager to issue a purchase order to Silsbee Ford for the purchase of a vehicle.](#)
- F.3** [Consider a resolution authorizing the City Manager to issue a purchase order to Silsbee Ford for the purchase of electric vehicles.](#)
- F.4** [Consider a resolution authorizing the City Manager to issue a purchase order to Silsbee Ford for the purchase of City vehicles.](#)
- F.5** [Consider a resolution authorizing the Mayor to execute an Agreement with McKim, Ullrich and Young, LLP for the purchase of server batteries, replacement and maintenance.](#)
- F.6** [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for the Purchase of General Building Construction Trade Services \(Roofing Trade\) from Texas Roofing Co., Inc."](#)

**RESOLUTIONS:**

- G.1** [Consider a resolution authorizing the Mayor to execute an Agreement with Team Marathon Fitness, Inc. for the rental of replacement fitness equipment for Clay Madsen Recreation Center.](#)

*Rick Atkins, Parks and Recreation Director made the 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

**G.2** [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation to adopt a Five-Year Funds Allocation Plan for FY 2023-2027.](#)

*Susan Morgan, CFO made the 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

**G.3** [Consider a resolution approving the proposed BCRUA Operating Budget for Fiscal Year 2022-2023.](#)

*Michael Thane, Utilities and Environmental Director made the presentation.*

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

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

**Nays:** 0

**Absent:** 0

**G.4**     [Consider a resolution authorizing the Mayor to execute a Contract with Chasco Constructors for the Brushy Creek Regional Wastewater System 15-Inch Wastewater Line Repair Project.](#)

*Michael Thane, Utilities and Environmental Director made the 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

**G.5**     [Consider a resolution authorizing the City Manger to issue a Purchase Order to Texas Packer & Loader Sales, Inc. for the purchase of a sidewalk sweeper.](#)

*Chad McDowell, General Services Director made the presentation.*

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

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

**Nays:** 0

**Absent:** 0

**G.6**     [Consider a resolution authorizing the Mayor to execute an Agreement with Data Projections, Inc. for the purchase and installation of AV equipment at the new library.](#)

*Chad McDowell, General Services Director made the 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

**G.7** [Consider a resolution determining that "Construction Manager at Risk" is the delivery method which provides the best value for the Existing Library and Paseo Project.](#)

*Chad McDowell, General Services Director made the presentation.*

**A motion was made by Council Member Stevens, 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

**G.8** [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Fire Station No. 1 Project.](#)

*Chad McDowell, General Services Director made the 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

**G.9**      [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Transportation Master Plan Project.](#)

*Brian Kuhn, Transportation Assistant Director made the presentation.*

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

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

**Nays:** 0

**Absent:** 0

**G.10**      [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 with J.D. Abrams, LP for the Kenney Fort Boulevard Segments 2 & 3 Project.](#)

*Brian Kuhn, Transportation Assistant Director made the 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

**G.11**      [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Austin Community College \(ACC\) regarding installation of a bus stop on ACC's Round Rock Campus.](#)

*Brian Kuhn, Transportation Assistant Director made the 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

**G.12** [Consider a resolution authorizing the submittal of a Grant Application for FY 2022 Federal Transit Authority Section 5307 funds for public transit services.](#)

*Brian Kuhn, Transportation Assistant Director made the 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

**G.13** [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 6 with Johnson, Mirmiran & Thompson, Inc. for the University Boulevard Widening Project.](#)

*Brian Kuhn, Transportation Assistant Director made the presentation.*

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

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

**Nays:** 0

**Absent:** 0

**G.14**     [Consider a resolution authorizing the Mayor to execute a Proposal for Appraisal Services relating to right of way acquisitions for CR 112 improvement/realignment project.](#)

*Brian Kuhn, Transportation Assistant Director made the 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

**G.15**     [Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 7.287 acres located north of E. Palm Valley Boulevard and west of Kenney Fort Boulevard.](#)

*Brad Wiseman, Planning and Development Services Director made the presentation for G.15, H.1, and H.2.*

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

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

**Nays:** 0

**Absent:** 0

**ORDINANCES:****H.1**     [Consider public testimony regarding, and an ordinance annexing 7.287 acres of land out of the P.A. Holder Survey, Abstract No. 297, in Round Rock, Williamson County, Texas, located north of E. Palm Valley Boulevard and west of Kenney Fort Boulevard. \(First Reading\)\\*](#)

*Mayor Pro-Tem Flores opened the public hearing for speakers. There being none, the public hearing was closed.*

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

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

**Nays:** 0

**Absent:** 0

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

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

**Nays:** 0

**Absent:** 1 - Mayor Morgan

**H.2**     [Consider public testimony regarding, and an ordinance zoning 8.96 acres located north of E. Palm Valley Boulevard and west of Kenney Fort Boulevard to the Planned Unit Development \(PUD\) No. 140 zoning district. \(First Reading\)\\*](#)

*Mayor Pro-Tem Flores opened the public hearing for speakers. There being none, the public hearing was closed.*

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

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

**Nays:** 0

**Absent:** 1 - Mayor Morgan

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

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

**Nays:** 0

**Absent:** 1 - Mayor Morgan

## **COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

## **ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned at 7:34 pm.*

*Respectfully submitted by:*

*Meagan Spinks City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Consider a resolution authorizing the Mayor to execute a Services Agreement and related documents with Brink's U.S., a Division of Brink's, Incorporated, for armored car services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Susan Morgan, CFO

**Cost:** \$116,691.60

**Indexes:** General Fund

**Attachments:** Resolution, Exhibit A

**Department:** Finance

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### Text of Legislative File 2022-265

Consider a resolution authorizing the Mayor to execute a Services Agreement and related documents with Brink's U.S., a Division of Brink's, Incorporated, for armored car services. This award was solicited under Request for Proposals 20-026. A total of two responses were received, with Brink's being the highest ranked respondent - and the vendor recommended for award.

This agreement for armored car services requires Brinks will pick up deposits from various City locations and then deliver them to the City's depository bank, JPMorgan Chase Bank. Armored car service is widely considered the safest way to transport the City's funds from one location to another.

This is a five-year (60 month) agreement. Staff recommends approval of this item and is available for any questions.

**Cost:** \$116,691.60

**Source of Funds:** General Fund

**RESOLUTION NO. R-2022-265**

**WHEREAS**, the City of Round Rock (“City”) has duly sought proposals for armored car services; and

**WHEREAS**, Brink’s U.S., a Division of Brink’s, Incorporated (“Brink’s”), has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

**WHEREAS**, the City Council desires to enter into an agreement with Brink’s for armored car services, 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 Services Agreement and related documents with Brink’s, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 11th day of August, 2022.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**BRINKS**  
**SERVICES AGREEMENT**  
**AGREEMENT # 9999673080**  
**NONSTANDARD**

**THIS SERVICES AGREEMENT** (together with Attachment(s) the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Coppell, TX 75019, and **CITY OF ROUND ROCK** ("Customer") (EIN: 74-6017485) with offices located at 221 EAST MAIN STREET, ROUND ROCK, TX-78664-5299 is entered into this 1<sup>ST</sup> day of August 2022.

#### **I. DEFINITIONS**

- A. Attachment - any statement of work ("SOW"), exhibit, schedule, amendment or addendum, all of which are hereby incorporated into this Services Agreement.
- B. Business Day - Monday through Friday except holidays observed by the Facility performing Services hereunder.
- C. Distinctively and Securely Sealed - the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container. The container must also include bar coding compliant with Brink's specifications.
- D. Facility(ies) - Brink's location(s) where certain Services will be performed.
- E. Loss - any loss of, damage to, theft of, or destruction of Property for which Customer has provided timely Notice to Brink's.
- F. Maximum Liability Amount - the total liability assumed by Brink's for a Loss as specified in the Attachment(s).
- G. Property - currency, coin, checks, securities, other financial instruments, and other valuables agreed upon by Brink's in an Attachment.
- H. Rates - charges for Services as listed in Attachment(s).
- I. Services - services to be provided to Customer as described in the applicable Attachment(s).
- J. Shipment - one or more sealed or locked container(s) of Property collected or received by Brink's in one place at any one time.

#### **II. SERVICES**

- A. Brink's shall perform Services as set forth in the SOW(s) signed by Brink's and Customer. Services will be performed at the Facility(ies) and other locations specified in the applicable SOW. Services will be performed on Business Days, unless otherwise specified in the applicable SOW. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Customer agrees to look only to the provisions of this Agreement and the applicable SOW for any claim against Brink's relating to Customer's Property.
- B. The Customer locations serviced under any SOW, whether listed in an Attachment or otherwise, shall not be deleted by Customer during the term of the Agreement. If a Customer location is moved from one location to another, Brink's will be given the right of first refusal to service such location in its new site.

#### **III. TERM**

This Agreement shall begin on the earliest effective date of a SOW and shall remain in effect until expiration or termination of all SOWs.

#### **IV. CHARGES AND PAYMENT**

- A. Within thirty (30) days of the date of each invoice, Customer shall pay Brink's the Rates plus all applicable federal, state and local taxes. Payment shall be made by check, electronic funds transfer (EFT) or Fedwire. The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph C of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- B. All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of: 1½% per month; or, the maximum rate allowed by law.
- C. Brink's may increase Rates effective January 1 of each year of this Agreement by an amount not to exceed the annual increase in CPI for All Urban Consumer plus two percent (2%). Brink's may also increase Rates upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement. Customer shall also pay the Monthly fuel surcharge as set forth in the Rates for the applicable SOW.
- D. Customer shall pay Brink's for all changes in scope of Services (e.g. frequency, days of service, addition or deletion of locations, etc.) requested by Customer in writing.

#### **V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS**

- A. Brink's liability for any of its obligations under this Agreement, including without limitation liability for a Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss; or (3) the declared value of the Property subject to the Loss. Brink's liability shall commence when the Property has been received into Brink's possession and a receipt has been signed by Brink's and shall terminate when the Property has been delivered to the location or agent designated by Customer pursuant to the applicable Attachment, or returned to Customer or its agent in the event that delivery

- cannot reasonably be made by Brink's.
- B. Brink's liability for a Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document.
- C. Brink's shall not be liable for any shortage within any Shipment that: (1) is not Distinctively and Securely Sealed when received by Brink's; (2) occurred before Brink's received possession of the Shipment; or (3) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- D. Does Customer have the ability to reconstruct checks? **YES** ☒ **NO** ☐
- If "Yes" is checked above, the following language applies:
- E. In the event of a Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, and (2) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks it places in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- F. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- G. Brink's shall not be liable for a Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.
- H. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- I. **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- J. Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

## VI. INSURANCE

- A. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.
- B. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

## VII. FILING OF CLAIMS; PROOF OF LOSS

- A. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable upon discovery and provide written Notice to Brink's no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. To file a Loss claim, Customer shall submit the claim to Brink's designated website or email address. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from the Brink's designated website. It is Customer's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by Customer within the time prescribed in this section, Brink's shall not be liable to Customer for any claims made pursuant to this Agreement and Customer shall be deemed to have expressly waived any such claim.
- B. Customer shall maintain a record of all Property placed in a Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
- C. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against



third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

#### **VIII. DEFAULT; REMEDIES; TERMINATION**

- A. In the event of early termination under this Agreement and/or any SOW, other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
- B. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

#### **IX. MISCELLANEOUS**

- A. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
- B. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including bankruptcy notifications, shall also be sent to: Brink's U.S., Attn: Legal Department, 555 Dividend Drive, Coppell, TX 75019.
- C. Conflicting terms in SOWs will prevail over terms stated in this Services Agreement. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
- D. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
- E. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
- F. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
- G. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
- H. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
- I. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- J. [Reserved].
- K. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- L. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
- M. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
- N. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization to: (1) assume the Brink's contract, (2) pay Brink's all amounts due under the Agreement on an ongoing basis, and (3) pay as a cure claim any past due amounts. Customer acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Customer shall promptly seek court authority to treat Brink's as a critical vendor.
- O. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- P. Customer will not assign this Agreement without the prior written consent of Brink's.
- Q. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.
- R. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

*(Signature Page Follows)*

**AGREED AND ACCEPTED:**  
**“CUSTOMER”:**

**CITY OF ROUND ROCK**

By: \_\_\_\_\_  
(Customer Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“BRINK’S”:**

**Brink’s U.S., a Division of Brink’s, Incorporated**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**|||BRINKS**  
**ARMORED TRANSPORTATION SERVICES**  
**STATEMENT OF WORK**  
**AGREEMENT # 9999673080 SOW # 24481**

This Armored Transportation Services Statement of Work (the "Armored Transportation SOW") entered into as of August 1, 2022 (the "Effective Date"), is an Attachment to the Services Agreement by and between CITY OF ROUND ROCK ("Customer") and Brink's, U.S., a Division of Brink's, Incorporated ("Brink's"), dated August 1, 2022, (the "Agreement"). This Armored Transportation Services SOW and any additional Attachments hereto: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

**1. DEFINITIONS**

- A. Armored Transportation Services** - Armored transportation of Property and related services to be provided to Customer as described in this SOW.
- B. Delivery Location** - The location designated by Customer in an Attachment as the place where Brink's is to deliver Shipments.
- C. Fragile Property** - Any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- D. Night Depository** - A non-ATM receptacle in which Customer's customers can deposit Property.
- E. Pick-Up Location** - The location designated by Customer in an Attachment as the place where Brink's is to receive Shipments, which may include a Night Depository location.
- F. Shipment** - For purposes of this Armored Transportation SOW, one or more sealed or locked containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

**2. TERM**

Armored Transportation Services shall begin on the Effective Date and shall continue for a term ending on the last day of the calendar month five (5) years following the Effective Date.

**3. SCOPE OF SERVICES**

**A. Brink's Responsibilities**

Brink's shall: (i) arrive at the Pick-Up Location to collect Shipments; (ii) sign a receipt for Shipments received by Brink's; (iii) deliver such Shipments to the Delivery Location; and (iv) obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery to the applicable Delivery Location cannot reasonably be made by Brink's. The Armored Transportation Services will be performed during Brink's regular business hours as scheduled by Brink's Facility(ies) performing the Armored Transportation Services, unless otherwise specified herein. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.

**B. Customer's Responsibilities**

- (i) Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- (ii) Customer warrants that it shall declare the actual value of each Shipment and in each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- (iii) Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.

**4. BRINK'S LIABILITY**

- A. Subject to the terms of the Agreement, **BRINK'S MAXIMUM LIABILITY AMOUNT PER SHIPMENT** FOR THE SERVICES UNDER THIS ARMORED TRANSPORTATION SERVICES SOW ARE AS STATED IN EXHIBIT A FOR THE APPLICABLE PICK-UP LOCATION.
- B. Brink's is not responsible for determining the contents or value of any Shipment.
- C. Night Depository (if applicable). Brink's shall not be liable for any Property contained in a Night Depository. Customer agrees that such Property shall be in Brink's possession only after Brink's removes the Property from the Night Depository. Brink's count of the number of items collected from a Night Depository is binding and conclusive. Brink's shall not be liable for any unexplained Night Depository shortage. Customer is responsible for assuring that the Night Depository is secure.

**5. RATES**

Customer agrees to pay the Rates for the Armored Transportation Services as described in Exhibit A.

**"CUSTOMER":  
CITY OF ROUND ROCK**

**"BRINK'S":  
Brink's U.S., a Division of Brink's,  
Incorporated**

By: \_\_\_\_\_  
(Customer Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### To the ARMORED TRANSPORTATION SERVICES SOW LOCATIONS & RATES AGREEMENT # 9999673080 SOW # 24481

This Exhibit A to the Armored Transportation Services SOW, entered into as of August 1, 2022, by and between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and **CITY OF ROUND ROCK** ("Customer"), sets forth the Locations & Rates for armored transportation Services. This Exhibit A and the Armored Transportation Services SOW are Attachments to the Services Agreement by and between Customer and Brink's, dated **August 1, 2022** (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

#### I. Service Locations

Service		Day or Date	Liability
(A) Call at:	Customer's locations listed in Section II	Service days as shown in Section II	Maximum : as shown in Section II
Deliver to:	Designated local bank	Same or following banking day	Average : \$50,000.00
(B) Call at:	Designated local bank	At same time as Item A	Maximum : as shown in Section II
Deliver to:	Customer's locations listed in Section II	Next scheduled day	Average : \$50,000.00

#### II. Rates

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	EZ CHANGE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 002	CITY HALL_1	221 EAST MAIN STREET, ROUND ROCK, TX, 78664	AUSTIN	No	Weekly	URB	No	M T W Th F	\$828.70		10	\$500,000	8 minutes - 00:01 - 23:59
Price List 001	CLAY MADSEN REC CENTER_3	1600 GATTIS SCHOOL ROAD, ROUND ROCK, TX, 78664-7013	AUSTIN	No	Weekly	URB	No	M W F	\$279.77		10	\$50,000	8 minutes - 00:01 - 23:59
Price List 002	FOREST CREEK GOLF CLUB_5	99 TWIN RIDGE PARKWAY, ROUND ROCK, TX, 78664	AUSTIN	No	Weekly	URB	No	M W F	\$292.20		10	\$50,000	8 minutes - 00:01 - 23:59
Price List 001	PARKS & RECS DEPT MCCONICO BLD_2	301 WEST BAGDAD AVENUE, ROUND ROCK, TX, 78664	AUSTIN	No	Weekly	URB	No	M T W Th F	\$413.24		10	\$50,000	8 minutes - 00:01 - 23:59

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	EZ CHANGE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	ROUND ROCK SPORTS CENTER_4	2400 CHISHOLM TRAIL, ROUND ROCK, TX, 78681	AUSTIN	No	Weekly	URB	No	W	\$130.95		10	\$50,000	8 minutes - 00:01 - 23:59

### **Price List 001**

#### **Monthly Billed Service**

CIT Service	Urban	Rural	Over the Road
1 day a week	\$130.95		
2 day a week			
3 day a week	\$279.77		
4 day a week			
5 day a week	\$413.24		
6 day a week			
7 day a week			
Every other Week			
Once a month			

#### **Usage Billed Service**

Service Description	Urban	Rural	Over the Road
Excess Items	\$2.00	\$2.00	\$2.00
Excess Liability per \$1000	\$0.25	\$0.25	\$0.25
Excess Time	\$3.00	\$3.00	\$3.00
Holiday Service	\$45.00	\$45.00	\$45.00
Unscheduled Service	\$60.00	\$69.00	\$85.00

Service Description	Urban		Rural		Over the Road	
Emergency Service - Per Hour	\$150/Hr	(0-1)/Hrs	\$350/Hr	(0-2)/Hrs	\$800/Hr	(0-4)/Hrs
	\$150/Hr	(1-2)/Hrs	\$175/Hr	(2-3)/Hrs	\$200/Hr	(4-5)/Hrs
	\$150/Hr	(2-3)/Hrs	\$175/Hr	(3-4)/Hrs	\$200/Hr	(5-6)/Hrs
	\$150/Hr	(3-4)/Hrs	\$175/Hr	(4-5)/Hrs	\$200/Hr	(6-7)/Hrs
	\$150/Hr	(4-5)/Hrs	\$175/Hr	(5-6)/Hrs	\$200/Hr	(7-8)/Hrs
	\$150/Hr	(5-6)/Hrs	\$175/Hr	(6-7)/Hrs	\$200/Hr	(8-9)/Hrs
	\$150/Hr	(6-7)/Hrs	\$175/Hr	(7-8)/Hrs	\$200/Hr	(9-10)/Hrs
	\$150/Hr	(7-8)/Hrs	\$175/Hr	(8-9)/Hrs		
	\$150/Hr	(8-9)/Hrs	\$175/Hr	(9-10)/Hrs		
	\$150/Hr	(9-10)/Hrs				

## Price List 002

### Monthly Billed Service

CIT Service	Urban	Rural	Over the Road
1 day a week			
2 day a week			
3 day a week	\$292.20		
4 day a week			
5 day a week	\$828.70		
6 day a week			
7 day a week			
Every other Week			
Once a month			

### Usage Billed Service

Service Description	Urban	Rural	Over the Road
Excess Items	\$2.00	\$2.00	\$2.00
Excess Liability per \$1000	\$0.25	\$0.25	\$0.25
Excess Time	\$3.00	\$3.00	\$3.00
Holiday Service	\$45.00	\$45.00	\$45.00
Unscheduled Service	\$60.00	\$69.00	\$85.00

Service Description	Urban		Rural		Over the Road	
Emergency Service - Per Hour	\$150/Hr	(0-1)/Hrs	\$350/Hr	(0-2)/Hrs	\$800/Hr	(0-4)/Hrs
	\$150/Hr	(1-2)/Hrs	\$175/Hr	(2-3)/Hrs	\$200/Hr	(4-5)/Hrs
	\$150/Hr	(2-3)/Hrs	\$175/Hr	(3-4)/Hrs	\$200/Hr	(5-6)/Hrs
	\$150/Hr	(3-4)/Hrs	\$175/Hr	(4-5)/Hrs	\$200/Hr	(6-7)/Hrs
	\$150/Hr	(4-5)/Hrs	\$175/Hr	(5-6)/Hrs	\$200/Hr	(7-8)/Hrs
	\$150/Hr	(5-6)/Hrs	\$175/Hr	(6-7)/Hrs	\$200/Hr	(8-9)/Hrs
	\$150/Hr	(6-7)/Hrs	\$175/Hr	(7-8)/Hrs	\$200/Hr	(9-10)/Hrs
	\$150/Hr	(7-8)/Hrs	\$175/Hr	(8-9)/Hrs		
	\$150/Hr	(8-9)/Hrs	\$175/Hr	(9-10)/Hrs		
	\$150/Hr	(9-10)/Hrs				

\*Hourly rates are charged for round-trip hours - Portal to Portal

#### Holiday List

Christmas Day; Columbus Day; Independence Day; Juneteenth National Independence Day; Labor Day; Martin Luther King Day; Memorial Day; New Year's Day; Presidents' Day; Thanksgiving Day; Veterans Day

This Exhibit A is entered into as of August 1, 2022 (the "Effective Date"). This Exhibit A supersedes and replaces any prior Locations or Rates Attachment(s).

***(Signature Page Follows)***

**AGREED AND ACCEPTED:**

**“CUSTOMER”:**

**CITY OF ROUND ROCK**

By: \_\_\_\_\_  
(Customer Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“BRINK’S”:**

**Brink’s U.S., a Division of Brink’s, Incorporated**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# FUEL SURCHARGE EXHIBIT

AGREEMENT # 9999673080 SOW # 24481

This Fuel Surcharge Exhibit is incorporated by reference into the Agreement dated August 1, 2022 (and, where applicable, any Attachments thereto) between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's") and **CITY OF ROUND ROCK** ("Customer").

A fuel surcharge will be determined on a monthly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

**Applicable fee(s) for Services requiring/involving transportation for the month x fuel surcharge percentage as set forth in the table below = Total fuel surcharge**

The fuel surcharge is based on the Retail On-Highway Diesel Fuel Prices reported by the U.S. Energy Information Administration (eia.doe.gov.), regardless of the fuel type used to perform services for any Customer location.

## FUEL PRICE/GAL

Minimum	Maximum	Surcharge
\$0.00	\$3.25	10.00%
\$3.26	\$3.30	10.25%
\$3.31	\$3.35	10.50%
\$3.36	\$3.40	10.75%
\$3.41	\$3.45	11.00%
\$3.46	\$3.50	11.25%
\$3.51	\$3.55	11.50%
\$3.56	\$3.60	11.75%
\$3.61	\$3.65	12.00%
\$3.66	\$3.70	12.25%
\$3.71	\$3.75	12.50%
\$3.76	\$3.80	12.75%
\$3.81	\$3.85	13.00%
\$3.86	\$3.90	13.25%
\$3.91	\$3.95	13.50%
\$3.96	\$4.00	13.75%
\$4.01	\$4.05	14.00%
\$4.06	\$4.10	14.25%
\$4.11	\$4.15	14.50%
\$4.16	\$4.20	14.75%
\$4.21	\$4.25	15.00%
\$4.26	\$4.30	15.25%
\$4.31	\$4.35	15.50%

Minimum	Maximum	Surcharge
\$4.36	\$4.40	15.75%
\$4.41	\$4.45	16.00%
\$4.46	\$4.50	16.25%
\$4.51	\$4.55	16.50%
\$4.56	\$4.60	16.75%
\$4.61	\$4.65	17.00%
\$4.66	\$4.70	17.25%
\$4.71	\$4.75	17.50%
\$4.76	\$4.80	17.75%
\$4.81	\$4.85	18.00%
\$4.86	\$4.90	18.25%
\$4.91	\$4.95	18.50%
\$4.96	\$5.00	18.75%
\$5.01	\$5.05	19.00%
\$5.06	\$5.10	19.25%
\$5.11	\$5.15	19.50%
\$5.16	\$5.20	19.75%
\$5.21	\$5.25	20.00%
\$5.26	\$5.30	20.25%
\$5.31	\$5.35	20.50%
\$5.36	\$5.40	20.75%
\$5.41	\$5.45	21.00%
\$5.46	\$5.50	21.25%

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.3**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Brenntag Southwest, Inc. for the purchase of water treatment chemicals.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$3,550,000.00

**Indexes:** Utility Fund

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

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2022-269

In October 2021, the City submitted an invitation for bid for 10 different water treatment chemicals. The City would like to enter into an agreement with Brenntag Southwest, Inc., who was the lowest bidder for six of the water treatment chemicals, as noted below.

- Chlorine is used during the disinfection process to help to make the water safe for consumption.
- Granulated CL2 is another form of chlorine, and primarily used when manually disinfecting our elevated storage tanks.
- Aluminum Chlorohydrate is the primary coagulant used at the Water Treatment Plant to remove turbidity from the raw water.
- Liquid Cationic Polymer is also a coagulant aid.
- Sodium Permanganate helps mitigate taste and odor problems while also protecting our raw water pipeline from invasive zebra mussels. This chemical is also used in emergencies to oxidize iron and manganese.
- Sodium Hydroxide is used to neutralize chlorine gas in the event of a leak.

The City has entered into agreements with Brenntag many times in the past. This agreement is for five years with a not-to-exceed amount of \$3,550,000.

**Cost: \$3,550,000**

**Source of Funds: Utility Fund**

**RESOLUTION NO. R-2022-269**

**WHEREAS**, the City of Round Rock (“City”) has duly advertised for bids to purchase water treatment chemicals and for related goods and services; and

**WHEREAS**, Brenntag Southwest, Inc. has submitted the lowest responsible bid for chlorine (ton cylinder), granulated CL2 70% (HTH), aluminum chlorohydrate, liquid cationic polymer (55 gallon), sodium permanganate 20%, and sodium hydroxide 17%; and

**WHEREAS**, the City Council wishes to accept the bid of Brenntag Southwest, 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 an Agreement for Purchase of Water Treatment Chemicals with Brenntag Southwest, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF WATER TREATMENT CHEMICALS  
WITH  
BRENNTAG SOUTHWEST, INC.**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THAT THIS AGREEMENT for the purchase of water treatment chemicals, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and BRENNTAG SOUTHWEST, INC., whose offices are located at P.O. Box 970230, Dallas, Texas 75397 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase water treatment chemicals; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Vendor is the lowest responsible bid for chlorine (ton cylinder), granulated CL2 70% (HTH), aluminum chlorohydrate, liquid cationic polymer (55 gallon), sodium permanganate 20%, and sodium hydroxide 17%; 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, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.0 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 22-011 dated October 2021 ("IFB"); (b) Vendor's Response to IFB; and (c) any exhibits and/or addenda

thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, Addenda, exhibits, and attachments.

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.

## **2.0 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 sixty (60) months from the effective date hereof.

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

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the goods as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Vendor, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and Addenda to IFB and as offered by Vendor in its Response to the IFB.

The provision of goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

#### **4.0 ITEMS AWARDED AND SCOPE OF WORK**

**Items Awarded.** Line Item No. 1, 3, 6, 7, 8, and 10 in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Vendor.

**Scope of Work:** Vendor shall satisfactorily provide the items described in Line Item No. 1, 3, 6, 7, 8, and 10 of "Attachment A – Bid Sheet" in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to providing goods and/or services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **5.0 COSTS**

A. In consideration for the goods to be provided by Vendor, City agrees to pay Vendor the amounts set forth in Line Item No. 1, 3, 6, 7, 8, and 10 of "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Three Million Five Hundred Fifty Thousand and No/100 Dollars (\$3,550,000.00)** for the term of this Agreement.

#### **6.0 INVOICES**

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

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

#### **7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **8.0 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 goods as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## **9.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor 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. Vendor 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 Vendor, 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 Vendor 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.

## **10.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or



otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **11.0 TAXES**

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

#### **12.0 ORDERS PLACED WITH ALTERNATE VENDORS**

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

#### **13.0 INSURANCE**

Vendor shall meet all insurance requirements set forth in Part II of IFB 22-011 and on the City's website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **14.0 CITY'S REPRESENTATIVES**

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

Chad Kinder  
Superintendent – Utility Services  
3400 Sunrise Road  
Round Rock, Texas 78665  
512-567-6427  
[ckinder@roundrocktexas.gov](mailto:ckinder@roundrocktexas.gov)

#### **15.0 RIGHT TO ASSURANCE**

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

#### **16.0 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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 service and that it may not

be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

## **17.0 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 Vendor.

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

C. Vendor 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 Vendor, Vendor 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, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **18.0 INDEMNIFICATION**

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, 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 goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **20.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **21.0 NOTICES**

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

1. When delivered personally to 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 Vendor:**

Brenntag Southwest, Inc.  
P.O. Box 970230  
Dallas, Texas 75397

**Notice to City:**

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

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

**22.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

**23.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor 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.

**24.0 DISPUTE RESOLUTION**

City and Vendor 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.

**25.0 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.

## **26.0 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor 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.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor 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 Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_


**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Brenntag Southwest, Inc.**

By:  \_\_\_\_\_  
Printed Name: W. Thomas Crain, Jr.  
Title: President  
Date Signed: June 20, 2022



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**WATER TREATMENT CHEMICALS**

**SOLICITATION NUMBER 22-011**

**OCTOBER 2021**

**WATER TREATMENT CHEMICALS  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing bulk water treatment chemicals to various locations within the Utilities and Environmental Services Department.
2. **BACKGROUND:** The City seeks to establish a multi-year agreement with qualified vendors to provide scheduled bulk deliveries of water treatment chemicals to the Water Treatment Plant, Wastewater Treatment Plant, Lake Creek Pump Station, and Georgetown Lake Pump Station. The City reserves the right to award contracts to multiple vendors.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15

4. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Allen Reich**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-6682**

**E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)**

**Cheryl Kaufman**  
**Supervisor**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5417**

**E-mail: [ckaufman@roundrocktexas.gov](mailto:ckaufman@roundrocktexas.gov)**

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 21, 2021
Deadline for submission of questions	November 1, 2021 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 5, 2021 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>November 18, 2021 @ 3:00 PM, CST</b>



All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> or any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock  
Attn: Allen Reich  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.**

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.

## Exhibit "A"

- **Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.
- **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.

12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

13. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.

**PART II**  
**DEFINITIONS, STANDARD TERMS AND CONDITIONS**  
**AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>.

**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing water treatment chemicals as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, pumps, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, pumps, or materials lost or damaged during the performance of the services specified herein.
  - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.
4. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to provide requested chemicals. Respondent may, however, use subcontracting and/or common carrier for authorized transportation of chemicals.
7. **PRICE INCREASE:** Contract prices for water treatment chemicals shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item unless otherwise approved by the City.
  - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:  
  
**City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 79664-5299**
    - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **PERMITS:** The successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state, and local laws, ordinances, rules, or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website

at <https://www.roundrocktexas.gov/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

13. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current contractor.
  - B. Provide City contact(s) information for implementation of agreement.
  - C. Identify specific milestones, goals, and strategies to meet objectives.
14. **POINT OF CONTACT (POC) / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
  - B. The City's designated representative:  
**Chad Kinder**  
**Water Treatment Plant Superintendent**  
**Utilities and Environmental Services Department**  
**Phone: 512-341-3134**  
**E-mail: [wkinder@roundrocktexas.gov](mailto:wkinder@roundrocktexas.gov)**
15. **INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

**PART IV  
SCOPE OF WORK**

1. **PURPOSE:** The City seeks to establish a multiyear agreement with qualified vendors to provide scheduled bulk deliveries of water treatment chemicals to the surface water treatment plant, ground water treatment plant, and wastewater treatment plant. This contract can be awarded to multiple vendors.
2. **TRANSPORTATION AND DELIVERY REQUIREMENTS:** The following transportation requirements are expected to be followed for the duration of the resulting contract-
  - A. Respondent may use subcontracting and/or common carrier for authorized transportation of chemicals.
  - B. Chemicals shall be delivered in conformance with all applicable federal, state, and local laws.
  - C. Items delivered shall be in new and unused condition.
  - D. All chemicals delivered shall be in suitable containers for shipment and storage.
  - E. All empty containers shall be removed by the vendor upon delivery of new containers at no cost to the City.
  - F. All chemical deliveries shall be transported in clean, properly identified, and labeled vehicles used only for the transport and delivery of the designated chemical. As applicable, the City will accept a certification of cleanliness in lieu of dedicated tanker trucks so long as all other elements of the chemical specifications are met.
  - G. All deliveries must include a certified weight ticket.
  - H. Deliveries shall be made during normal working hours; Monday-Friday 7:00AM-4:00PM unless otherwise agreed upon.
  - I. All deliveries shall be scheduled with the City.
  - J. Respondent shall notify the City of any possible delays and will continue to advise the City daily until the delivery is made. Default in scheduled delivery or failure to meet specifications, authorizes the City to purchase the product from a supplier of choice and charge overage (if any) to the defaulting vendor.
  - K. Delivery locations are as follows:
    - i. Water Treatment Plant  
5494 N. IH 35  
Round Rock, TX 78681
    - ii. Brushy Creek Regional Wastewater Plant  
3939 E. Palm Valley Blvd.  
Round Rock, TX 78664
    - iii. Lake Creek Well Site  
310 S. Burnet St.  
Round Rock, TX 78664
    - iv. Georgetown Lake Pump Station  
2050 Cedar Breaks Rd.  
Georgetown, TX 78628
3. **CHEMICAL SPECIFICATIONS:**
  - A. **Chlorine:** Chemical shall-
    - i. Be approved as a drinking water additive in accordance with National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 60.
    - ii. Be filtered with a media removing eighteen to twenty microns prior to filling any container for delivery to the City of Round Rock.
    - iii. Be 99.5 percent pure by volume.
    - iv. Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with liquid chlorine.
    - v. Not to exceed 150 parts per million (ppm) moisture by weight.



## Exhibit "A"

- vi. Not to exceed 10 ppm lead, 1 ppm mercury, 3 ppm arsenic or 30 ppm of the sum of all heavy metals.
- vii. Use City owned equipment (hoist apparatus, hand truck, etc.)
- viii. The successful Respondent shall maintain a twenty-four (24) hour emergency service for liquid chlorine (if proposed) emergencies that includes, at a minimum, the following:
  - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - b) Have all necessary equipment and apparatus for managing and remediating any emergency leak or release of chlorine from Respondent supplied cylinders or containers.
  - c) Follow procedures for the removal and disposal of defective or leaking cylinders or containers.
- ix. The successful respondent shall, **AT NO ADDITIONAL COST TO THE CITY**, provide annual training to city employees on the characteristics and safe handling practices of chlorine gas if chlorine product is being proposed.
- x. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

**B. Liquid Aluminum Sulfate:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Contain no less than 8 percent water-soluble aluminum oxide.
- iii. Contain no less than .35 percent water soluble iron.
- iv. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
- v. Possess adequate clarity for the easy reading of measuring devices.
- vi. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
- vii. The quantity of chemical sample product requested by the City shall be at least five (5) gallons.
- viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

**C. Liquid Aluminum Sulfate with 2% Copper Sulfate:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Contain no less than 8 percent water-soluble aluminum oxide.
- iii. Contain no less than .35 percent water soluble iron.
- iv. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
- v. Possess adequate clarity for the easy reading of measuring devices.
- vi. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
- vii. The quantity of chemical sample product requested by the City shall be at least five (5) gallons.
- viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

**D. Aluminum Chlorohydrate:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Contain approximately 50% aluminum chlorohydrate by weight.
- iii. Contain no more than 100 ppm Fe<sub>2</sub>O<sub>3</sub>.
- iv. Contain a relative basicity of 83%.
- v. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
- vi. Possess adequate clarity for the easy reading of measuring devices.
- vii. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.

## Exhibit "A"

- viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

E. **Liquid Cationic Polymer:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Have a high molecular weight.
- iii. Be cationic.
- iv. Be a liquid that is readily soluble in water at all concentrations.
- v. Be effective over a pH range of 5.0 to 7.0 Standard Units.
- vi. Be effective over a temperature range from five degrees Celsius to 30 degrees Celsius.
- vii. Be resistant to chlorine.
- viii. Contain no less than .35 percent water soluble iron.
- ix. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
- x. Possess adequate clarity for the easy reading of measuring devices.
- xi. Be in clean, properly identified and labeled fifty-five (55) gallon drums.
- xii. Respondent shall remove emptied containers when new containers are delivered.
- xiii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

F. **Sodium Permanganate 20%:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Contain 19 to 21.5% sodium permanganate.
- iii. Have a pH between 5 and 8 standard units.
- iv. Have a specific gravity of 1.15 to 1.17.
- v. Be delivered into a bulk storage container through 2-inch female quick adapter
- vi. The successful Respondent shall maintain a twenty-four (24) hour emergency service for Potassium Permanganate emergencies that includes, at a minimum, the following:
  - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium permanganate.
- viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

G. **Liquid Ammonium Sulfate:** Material shall-

- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- ii. Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with chlorine.
- iii. Contain 10% ammonia (NH<sub>3</sub>).
- iv. Be completely soluble in water.
- v. Be delivered into a bulk storage tank through a standard 2-inch female quick connect.
- vi. The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
  - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of liquid ammonium sulfate.
- vii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

H. **Sodium Hydroxide (17%):** Material shall-

- i. Contain 17 – 20% sodium hydroxide.

## Exhibit "A"

- ii. Be completely soluble in water.
- iii. Be in clean, properly identified and labeled totes used only for the transport and delivery of sodium hydroxide.
- iv. The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
  - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium hydroxide.
- vii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

#### 4. **TESTING REQUIREMENTS:**

- A. The City of Round Rock reserves the right to request chemical product samples of all other chemicals in addition to the required samples for liquid aluminum sulfate, liquid aluminum sulfate with 2% copper sulfate, and liquid cationic polymer coagulant aid.
- B. Upon request from the City, the awarded vendor shall submit samples for testing within 14 days of the request at no cost to the City.
- C. Samples will be sent to:

**Chad Kinder**  
**3400 Sunrise Rd.**  
**Round Rock, TX 78665**

#### 5. **CONTRACTOR RESPONSIBILITIES:** The Respondent shall-

- A. Provide the City with a primary and secondary POC for each delivery.
- B. Notify the City's POC 1 hour prior to delivery. If the City's primary point of contact is not available, contractor shall contact the secondary point of contact.
- C. Ensure each delivery driver has adequate directions to the delivery location.

#### 6. **CITY RESPONSIBILITIES:** The City will-

- A. Provide access to all delivery locations and have personnel on site at the time of delivery.
- B. Provide the vendor with a primary and secondary POC for all deliveries.
- C. Coordinate all deliveries with vendor.
- D. Be responsible for inspecting delivered products for conformance.

**ATTACHMENT A  
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 22-011 Water Treatment Chemicals in an Excel format on the City of Round Rock website at:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>
  - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
  - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
  - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
  - D. By the signature affixed on Attachment A – Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor, or any other person engaged in such line of business.
  - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"  
Attachment A- Bid Sheet  
Water Treatment Chemicals  
IFB 22-011

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 22-011 Water Treatment Chemicals. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: Be advised that **exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid**. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Chlorine (Ton Cylinder)	205	Ton	\$1,800.00	\$369,000.00
2	Chlorine (150lb Cylinders)	250	Each	NO BID	\$0.00
3	Granulated CL2 70% (HTH)	1000	lbs	\$3.25	\$3,250.00
4	Liquid Aluminum Sulfate	500	Dry Ton	\$316.60	\$158,300.00
5	Liquid Aluminum Sulfate with 2% Copper Sulfate	500	Dry Ton	\$390.20	\$195,100.00
6	Aluminum Chlorohydrate	150	Dry Ton	\$1,425.06	\$213,759.00
7	Liquid Cationic Polymer (55 gallon)	110,000	lbs	\$0.7977	\$87,747.00
8	Sodium Permanganate 20%	25,550	lbs	\$1.1960	\$30,557.80
9	Liquid Ammonium Sulfate (LAS)	70,000	Gallon	\$1.48	\$103,600.00
10	Sodium Hydroxide 17%	3,025	Gallon	\$1.74	\$5,263.50
Estimated Annual Total:					\$1,166,577.30

COMPANY NAME:

Brenntag Southwest, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Gayle Tullier

PHONE NUMBER:

(512) 278-1600 (Local Office) / (225) 802-1389 (Cell)

EMAIL ADDRESS:

gtullier@brenntag.com

# Exhibit "A"

City of Round Rock  
Water Treatment Chemicals  
IFB 22-011  
Class/Item: 885-94 / 190-36  
October 2021

## ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 22011

RESPONDENT'S NAME: Brenntag Southwest, Inc. DATE: November 16, 2021

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name City of Austin  
 Name of Contact Georgia Billela  
 Title of Contact Contract Management Supervisor  
 E-Mail Address Georgia.Billela@austintexas.gov  
 Present Address 625 E 10th Street  
 City, State, Zip Code Austin, Texas 78701  
 Telephone Number ( 512 ) 972-0096 Fax Number: ( 512 ) 972-0346
  
2. Company's Name City of Houston  
 Name of Contact Catherine Scott  
 Title of Contact Senior Procurement Specialist  
 E-Mail Address Catherine.Scott2@houston.tx.gov  
 Present Address 901 Bagby  
 City, State, Zip Code Houston, Texas 77002  
 Telephone Number ( 832 ) 393-8803 Fax Number: ( )
  
3. Company's Name City of Temple  
 Name of Contact Sarah Parker  
 Title of Contact Purchasing Manager  
 E-Mail Address sparker@temple.tx.gov  
 Present Address 3210 East Avenue H  
 City, State, Zip Code Temple, Texas 76501  
 Telephone Number ( 254 ) 298-5801 Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

# Exhibit "A"



## ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 22-011

Addendum No: 1

Date of Addendum: 11/4/21

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarification:** In Part IV of the solicitation multiple chemical sections state "The quantity of chemical sample product requested by the City shall be at least five (5) gallons."  
This statement for each of these chemical sections shall now read "The quantity of chemical sample product requested by the City shall be up to five (5) gallons." **The typical sample size requested will be 8oz.**
- II. **Questions:**
  - Q. What is the average size order for liquid cationic polymer?  
A. The typical order would be 20 drums.
  - Q. What size sample will the City require for testing?  
A. The typical sample size requested will be 8oz.
  - Q. When do I send my chemical samples to the City for review?  
A. The City does not expect chemical samples to be submitted with the bids. The City reserves the right to request chemical samples prior to award of the contract or at any point in time during the resulting contract(s).
- III. **Additional Information:** Please see the attached bid tabulation from the previous solicitation, Invitation for Bid 16-013 Water Treatment Chemicals.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Allen Reich, Purchaser  
Purchasing Office, 512-218-6682

11/4/21

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Brenntag Southwest, Inc.

Name

  
Authorized Signature

November 16, 2021

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

# 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.**

BRENNTAG SOUTHWEST INC  
Longview, Texas 75604, TX United States

**Certificate Number:**  
2022-905679

**Date Filed:**  
06/30/2022

**Date Acknowledged:**

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

City of Round Rock

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

22-011  
Water Treatment Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is W. Thomas Crain, Jr., and my date of birth is                     .

My address is 7132 Tabor Dr, Dallas, TX, 75231, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 30th day of June, 2022.  
(month) (year)

*W. Thomas Crain Jr.*

Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

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

BRENNTAG SOUTHWEST INC  
Longview, Texas 75604, TX United States

**Certificate Number:**  
2022-905679

**Date Filed:**  
06/30/2022

**Date Acknowledged:**  
07/21/2022

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

City of Round Rock

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

22-011  
Water Treatment Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.4**

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**Title:** Consider a resolution approving the Fern Bluff Municipal Utility District "FY 2023 Brushy Creek Regional Wastewater System Allocated Budget."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Utilities & Environmental Services

---

### Text of Legislative File 2022-266

In October of 2009, the City of Round Rock entered into an agreement with the Fern Bluff Municipal Utility District (District) to provide wastewater services. In this agreement, the District became a sub-regional customer of the City. A contractual obligation of the agreement states that the Council must approve the costs and flows of the system charged to the District annually. The FY2023 Brushy Creek Regional Wastewater System (BCRWWS) Allocated Budget for the District is attached. The budget includes a Flow Charge based on winter average flows into the system, Debt Service Budget (Capital Charge) bases on Reserved Capacity in the system, and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The District is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY2023 Budget for the planned BCRWWS required improvements is attached. The District's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement. The District's FY2023 budget increased from the FY2022 budget due to increases in the flow charge, capital charge, and planned capital improvements to the plant.

**RESOLUTION NO. R-2022-266**

**WHEREAS**, the City of Round Rock has previously entered into an agreement with Fern Bluff Municipal Utility District (“District”) to provide wastewater services; and

**WHEREAS**, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

**WHEREAS**, the City Council wishes to approve the proposed FY 2023 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Fern Bluff Municipal Utility District, Now Therefore

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

That the FY 2023 BCRWWS Allocated Budget for Fern Bluff Municipal Utility District, attached hereto as Exhibit “A”, is hereby approved.

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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**  
**"A"**

**Fern Bluff Municipal Utility District  
FY2023 Brushy Creek Regional Wastewater System Allocated Budget**

	<u>Flow Charge <sup>1</sup></u>	<u>Capital Charge</u>	<u>Admin Charge</u>	<u>Monthly Total <sup>2</sup></u>
<b>Oct-22</b>	\$10,157.26	\$10,676.92	\$712.87	\$21,547.04
<b>Nov-22</b>	\$10,157.26	\$10,676.92	\$712.87	\$21,547.04
<b>Dec-22</b>	\$10,157.26	\$10,676.92	\$712.87	\$21,547.04
<b>Jan-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Feb-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Mar-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Apr-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>May-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Jun-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Jul-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Aug-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>Sep-23</b>	\$10,157.26	\$10,676.92	\$734.26	\$21,568.43
<b>FY2023 Total</b>	<b><u>\$121,887.09</u></b>	<b><u>\$128,123.00</u></b>	<b><u>\$8,746.91</u></b>	<b><u>\$258,757.00</u></b>

<sup>1</sup> Based on CORR's BCRWWS Final Budget dated 7/19/22  
<sup>2</sup> The City of Round Rock will bill this amount monthly. All payments must be received by the 15th of each month.

**FY2023 Brushy Creek Regional Wastewater System Required Improvement Budget**

<u>Planned Improvement</u>	<u>Total Budget</u>	<u>FBMUD Allocation</u>	<u>Total for FBMUD</u>
Tertiary Filters to 30 MGD	\$2,200,000	1.66%	\$36,520
Master Plan - Task 4 & 6	\$77,200	1.66%	\$1,282
Regional Manhole Rehab	\$50,000	1.26%	\$630
<b>FY2023 Total Required Improvements</b>			<b><u>\$38,432</u></b>



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** E.5

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**Title:** Consider a resolution approving the Brushy Creek Municipal Utility District "FY 2023 Brushy Creek Regional Wastewater System Allocated Budget."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2022-267

In October of 2009, the City of Round Rock entered into an agreement with the Brushy Creek Municipal Utility District (District) to provide wastewater services. In this agreement, the District became a sub-regional customer of the City. A contractual obligation of the agreement states that the Council must approve the costs and flows of the system charged to the District annually. The FY2023 Brushy Creek Regional Wastewater System (BCRWWS) Allocated Budget for the District is attached. The Budget Includes the District's Operations and maintenance Budget (Flow Charge) based on winter average flows into the system, Debt Service Budget (Capital Charge) based on Reserved Capacity in the system, and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The District is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY2023 Budget for the planned BCRWWS required improvements is attached. The District's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement. The District's FY2023 budget increased from the FY 2022 budget due to increases in the flow charge, capital charge, and planned capital improvements to the plant.

**RESOLUTION NO. R-2022-267**

**WHEREAS**, the City of Round Rock has previously entered into an agreement with Brushy Creek Municipal Utility District (“District”) to provide wastewater services; and

**WHEREAS**, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

**WHEREAS**, the City Council wishes to approve the proposed FY 2023 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Brushy Creek Municipal Utility District, Now Therefore

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

That the FY 2023 BCRWWS Allocated Budget for Brushy Creek Municipal Utility District, attached hereto as Exhibit “A”, is hereby approved.

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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**  
**"A"**

**Brushy Creek Municipal Utility District**  
**FY2023 Brushy Creek Regional Wastewater System Allocated Budget**

	<u>Flow Charge <sup>1</sup></u>	<u>Capital Charge</u>	<u>Admin Charge</u>	<u>Monthly Total <sup>2</sup></u>
<b>Oct-22</b>	\$39,374.15	\$40,657.29	\$1,069.33	\$81,100.77
<b>Nov-22</b>	\$39,374.15	\$40,657.29	\$1,069.33	\$81,100.77
<b>Dec-22</b>	\$39,374.15	\$40,657.29	\$1,069.33	\$81,100.77
<b>Jan-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Feb-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Mar-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Apr-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>May-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Jun-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Jul-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Aug-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>Sep-23</b>	\$39,374.15	\$40,657.29	\$1,101.41	\$81,132.85
<b>FY2023 Total</b>	<b><u>\$472,489.78</u></b>	<b><u>\$487,887.50</u></b>	<b><u>\$13,120.68</u></b>	<b><u>\$973,497.95</u></b>

<sup>1</sup> Based on CORR's BCRWWS Final Budget dated 7/19/22

<sup>2</sup> The City of Round Rock will bill this amount monthly. All payments must be received by the 15th of each month.

**FY2023 Brushy Creek Regional Wastewater System Required Improvement Budget**

<u>Planned Improvement</u>	<u>Total Budget</u>	<u>BCMUD Allocation</u>	<u>Total for BCMUD</u>
Tertiary Filters to 30 MGD	\$2,200,000	5.61%	\$123,420
Master Plan - Task 4 & 6	\$77,200	5.61%	\$4,331
Regional Manhole Rehab	\$50,000	2.84%	\$1,420
<b>FY2023 Total Required Improvements</b>			<b><u>\$129,171</u></b>



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.1

---

**Title:** Consider a resolution authorizing the Mayor to execute an Engagement Agreement with Ryan Law for representation regarding the challenge to Comptroller Rule 3.334.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Steve Sheets, City Attorney

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** City Attorney's Office

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**Text of Legislative File 2022-270**



**RESOLUTION NO. R-2022-270**

**WHEREAS**, the City of Round Rock desires to retain legal services regarding its challenge to Texas Comptroller Rule 3.334; and

**WHEREAS**, Ryan Law has submitted an engagement agreement to provide said services; and

**WHEREAS**, the City Council wishes to enter into said engagement agreement with Ryan Law,

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 engagement agreement with Ryan Law, a copy of said engagement agreement 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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**  
**"A"**

May 20, 2022

**Craig Morgan, Mayor**  
**City of Round Rock**  
**221 East Main Street**  
**Round Rock, TX 78664****ENGAGEMENT AGREEMENT**

1. This is an agreement between City of Round Rock ("Client") and Ryan Law Firm, PLLC ("Ryan Law") for Ryan Law to perform sales and use tax services as set forth below.

2. **Summary of Engagement Terms:** A summary of the engagement terms set forth in this document are as follows:

**Client Name:** City of Round Rock

**Matter Description:** Challenge to Comptroller Rule 3.334

**Fee Basis:** Hourly

3. **Scope of Engagement/Budget:** Client was engaged up to a \$150,000.00 amount, of which \$99,952.00 has been billed. This new agreement adds an additional authorized amount of \$100,000.00 to be approved by the city council.

4. **Hourly Fee Agreement:** Ryan Law agrees to perform the services described herein on an hourly basis. All services will be billed on a tenth-of-an hour basis. We review and adjust our rates once a year with changes effective on January 1. We will not adjust our rates on this matter without prior written notice to you, and we agree not to adjust our rates more than once per calendar year. Ryan Law's professional and paraprofessional fees for 2022 are as follows:

Partners	\$550-\$695
Attorneys	\$450-\$550
Paralegals/Legal Assistants	\$125-\$185

**5. Attention to Client Needs:** Ryan Law desires to be of service to Client and address Client's needs. Accordingly, if Client has any needs, problems, concerns or issues with Ryan Law, Ryan Law requests and Client agrees to promptly communicate with either Doug Sigel, Practice Group Leader - Sales and Use and Income Tax (cell 512.423.3188; [doug.sigel@ryanlawyers.com](mailto:doug.sigel@ryanlawyers.com)) or Kory L. Ryan, Managing Partner (cell 512.799.7110; [kory.ryan@ryanlawyers.com](mailto:kory.ryan@ryanlawyers.com)).

**Engagement Policies:**

**6. Expenses:** Client will be responsible for payment of reasonable pre-approved expenses. These expenses include, but are not limited to, filing fees, mediation fees, expert witness fees, local counsel fees and expenses, deposition transcription charges, hearing transcription charges, trial transcription charges, charges for demonstrative aids, travel, outside copy charges and other such fees as determined by Ryan Law. Ryan Law will not bill for in-house copying, phone charges, and postage.

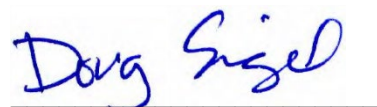
**7. Timing of Billing and Payment:** For hourly fee matters, Ryan Law provides detailed statements on a monthly basis and bills are due sixty (60) days after receipt. For accounts in arrears, Ryan Law reserves the right to charge 10% per annum interest from when due. For accounts that become more than 90 days in arrears, Ryan Law reserves the right to charge interest at the rate of ten percent per annum from when due, to pursue collection remedies and to withdraw from representation.

**8. No Guarantees:** Client acknowledges that Ryan Law has not made representations as to the likelihood of an outcome in this matter. Ryan Law does not know and cannot predict whether Client will prevail. The opinions expressed by Ryan Law concerning any potential outcome are opinions or estimates only and not guarantees. In addition, no guarantees are made as to the amount of attorneys' fees that may be incurred in this matter. Any estimates of potential attorney's fees are not guarantees and should not be relied upon except as discussion points.

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION OF ALL RIGHTS AND DUTIES. VENUE FOR ANY DISPUTES ARISING FROM THIS AGREEMENT IS DALLAS, TEXAS.

Again, we appreciate your trust in Ryan Law. If you ever have any questions, comments or concerns, please do not hesitate to call immediately.

Regards,



Doug Sigel  
Practice Group Leader – Sales & Use and Income Tax

Ryan Law Firm, PLLC

**ACCEPTED AND AGREED TO:**

**Craig Morgan, Mayor  
City of Round Rock**

By:\_\_\_\_\_

Name (Printed):\_\_\_\_\_

Date:\_\_\_\_\_



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.2

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Yellowstone Landscape - Central, Inc. for the purchase of tree trimming, landscaping, and debris removal services.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$1,158,212.00

**Indexes:** General Fund

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

**Department:** Transportation

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### **Text of Legislative File 2022-260**

This award recommendation is for the City of Round Rock - Transportation, Parks & Recreation and Fire Departments to establish a contract with Yellowstone Landscaping - Central, Inc., for tree trimming, landscaping, debris removal and related services needed to support City operations.

This contract was established through a competitively solicited cooperative process.

#### **Awarded Vendor:**

**Yellowstone Landscaping - Central, Inc.**  
**10892 Shadow Wood Dr**  
**Houston, TX 77043**

#### **Contract Term:**

**Contract will expire 5/19/24**

#### **Contract Amount:**

**\$579,106 per year for a total amount not to exceed \$1,158,212.00.**

Department breakdown:

Transportation: \$371,611/year

PARD: \$189,434/year

Fire: \$18,060/year

***Cost: General Fund***

***Source of Funds: \$1,158,212.00***

**RESOLUTION NO. R-2022-260**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase tree trimming, landscaping, debris removal, and related services needed to support City operations; and

**WHEREAS**, Choice Partners is a cooperative purchasing program administered by Harris County Department of Education for the purpose of procuring goods and services; and

**WHEREAS**, the City is a member of Choice, and Yellowstone Landscape – Central, Inc. is an approved vendor through Choice Partners; and

**WHEREAS**, the City desires to purchase certain goods and services from Yellowstone Landscape – Central, Inc. through Contract No. 20/030MR-04, 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 Purchase of Tree Trimming, Landscaping, and Debris Removal Services with Yellowstone Landscape – Central, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF TREE TRIMMING,  
LANDSCAPING, AND DEBRIS REMOVAL SERVICES  
WITH  
YELLOWSTONE LANDSCAPE – CENTRAL, INC.**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

THAT THIS AGREEMENT for tree trimming, landscaping, debris removal, and related services needed to support City operations (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and YELLOWSTONE LANDSCAPE – CENTRAL, INC., whose offices are located at 10892 Shadow Wood Drive, Houston, TX 77043 (referred to herein as the "Services Provider").

**RECITALS:**

WHEREAS, City desires to purchase tree trimming, landscaping, debris removal, and related services needed to support City operations, and City desires to procure same from Services Provider; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, Choice Partners is a cooperative purchasing program administered by Harris County Department of Education for the purpose of procuring goods and services; and

WHEREAS, City is a member of Choice and Services Provider is an approved vendor through Choice Partners; and

WHEREAS, City desires to purchase of certain goods and services from Services Provider through Contract No. 20/030MR-04 as set forth herein; and

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is



mutually agreed between the parties as follows:

#### **1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to sell same.

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. This Agreement shall expire on May 19, 2024.

C. City reserves the right to review the relationship 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 services which are the subject matter of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes, and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

#### **4.01 SCOPE OF WORK**

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **5.01 COSTS**

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider in accordance with the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Five Hundred Seventy-Nine Thousand One Hundred Six and No/100 Dollars (\$579,106.00)** per year for a total amount not-to-exceed amount of **One Million One Hundred Fifty-Eight Thousand Two Hundred Twelve and No/100 Dollars (\$1,158,212.00)** for the term of the Agreement.

#### **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 effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

## **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 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 INSURANCE**

Services Provider shall meet all insurance requirements set forth by in the “Insurance Requirements” documents on the City’s website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

## **13.01 CITY’S REPRESENTATIVES**

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

Matt Fitzgerald  
Transportation Superintendent  
3400 Sunrise Road  
Round Rock, Texas 78665  
512-341-3186  
[mattfitzgerald@roundrocktexas.gov](mailto:mattfitzgerald@roundrocktexas.gov)

## **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 goods 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 service 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 goods and/or 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. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

E. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the 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:**

Yellowstone Landscape – Central, Inc.  
10892 Shadow Wood Drive  
Houston, Texas 77043

### **Notice to City:**

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

Stephan 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.

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: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Yellowstone Landscape – Central, Inc.**

By:   
Printed Name: Sean Smith  
Title: Sr Account Manager  
Date Signed: 6/23/2022

# Exhibit "A"

## YELLOWSTONE LANDSCAPE PRICING

CONTRACT# 20/030MR-04

### LANDSCAPE AND MAINTENANCE SERVICES

1	Provide hourly rate for two (2) person crew with Chipper to Trim Trees/Bushes/Vegetation		
	UOM: EA	Price: \$135.00	Total: \$135.00
	Item Attributes		
	1. Normal Hourly Rate		
	135		
2	Provide hourly rate for three (3) person crew with Chipper to Trim Trees/Bushes/Vegetation		
	UOM: EA	Price: \$180.00	Total: \$180.00
	Item Attributes		
	1. Normal Hourly Rate		
	180		
2. After Hour Rate			
200			
3. Emergency Rate			
250			

# Exhibit "A"

3 Provide hourly rate for two (2) person crew WITHOUT a Chipper to Trim Trees/Bushes/Vegetation

UOM: EA Price: \$125.00 Total: \$125.00

## Item Attributes

1. Normal Hourly Rate

125

2. After Hour Rate

135

3. Emergency Rate

250

4 Provide hourly rate for three (3) person crew WITHOUT a Chipper to Trim Trees/Bushes/Vegetation

UOM: EA Price: \$150.00 Total: \$150.00

## Item Attributes

1. Normal Hourly Rate

150

2. After Hour Rate

175

3. Emergency Rate

250

5 Provide hourly rate for less than 15,000 square feet Mowing/Fertilization

UOM: EA Price: \$50.00 Total: \$50.00

Supplier Notes: Per Man Hour

## Item Attributes

1. Normal Hourly Rate

45

2. After Hour Rate

65

3. Emergency Rate

80

6 Provide hourly rate for 15,001 through 50,000 Square Feet Mowing/Fertilization

UOM: EA Price: \$45.00 Total: \$45.00

Supplier Notes: Per Man Hour

## Item Attributes

1. Normal Hourly Rate

45

Exhibit "A"

2. After Hour Rate

65

3. Emergency Rate

80

7 Provide hourly rate for 50,001 through 100,000 square feet mowing/fertilization

UOM: EA Price: \$45.00 Total: \$45.00

Supplier Notes: Per Man Hour

Item Attributes

1. Normal Hourly Rate

45

2. After Hour Rate

65

3. Emergency Rate

80

8 Provide hourly rate for 100,001 and over per square feet mowing/fertilization

UOM: EA Price: \$45.00 Total: \$45.00

Supplier Notes: Per Man Hour

Item Attributes

1. Normal Hourly Rate

45

2. After Hour Rate

65

3. Emergency Rate

80

9 Provide hourly rate for Debris Removal of one (1) cubic yard 1 through 1,000 cubic yards

UOM: EA Price: \$180.00 Total: \$180.00

Supplier Notes: 3 Man Crew

Item Attributes

1. Normal Hourly Rate

180

2. After Hour Rate

200

3. Emergency Rate

250

**Exhibit "A"**

<b>10</b>	Provide hourly rate for Debris Removal for one (1) cubic yard 1,001 through 100,000 cubic yards		
	UOM: EA	Price: <input style="width: 100px;" type="text" value="\$180.00"/>	Total: <input style="width: 100px;" type="text" value="\$180.00"/>
	Supplier Notes: <input style="width: 700px;" type="text" value="3 Man Crew"/>		
	<b>Item Attributes</b>		
	<b>1. Normal Hourly Rate</b>		
	<input style="width: 100px;" type="text" value="180"/>		
	<b>2. After Hour Rate</b>		
	<input style="width: 100px;" type="text" value="200"/>		
	<b>3. Emergency Rate</b>		
	<input style="width: 100px;" type="text" value="250"/>		

<b>11</b>	Provide hourly rate for Debris Removal per cubic yard 100,001 and over cubic yards		
	UOM: EA	Price: <input style="width: 100px;" type="text" value="\$180.00"/>	Total: <input style="width: 100px;" type="text" value="\$180.00"/>
	Supplier Notes: <input style="width: 700px;" type="text" value="3 Man Crew"/>		
	<b>Item Attributes</b>		
	<b>1. Normal Hourly Rate</b>		
	<input style="width: 100px;" type="text" value="180"/>		
	<b>2. After Hour Rate</b>		
	<input style="width: 100px;" type="text" value="200"/>		
	<b>3. Emergency Rate</b>		
	<input style="width: 100px;" type="text" value="250"/>		

<b>12</b>	Trip Service Charge		
	UOM: EA	Price: <input style="width: 100px;" type="text" value="\$160.00"/>	Total: <input style="width: 100px;" type="text" value="\$160.00"/>

**Response Total: \$1,475.00**

## Exhibit "A"

### Additional Pricing Line Items

13. Plant Material – 1 Gal Dependent Upon Species	Each \$10.00 – 15.00
14. Plant Material – 3 Gal Dependent Upon Species	Each \$15.00- 30.00
15. Plant Material – 5 Gal Dependent Upon Species	Each \$25.00- 50.00
16. Plant Material – 7 Gal Dependent Upon Species	Each \$55.00- 75.00
17. Plant Material – 15 Gal Dependent Upon Species	Each \$125.00- 175.00
18. Plant Material – 25 Gal Dependent Upon Species	Each \$150.00- 225.00
19. Plant Material – 30 Gal Dependent Upon Species	Each \$250.00- 500.00
20. Plant Material – 45 Gal Dependent Upon Species	Each \$500.00- 1,000.00
21. Material Markup (Cost Plus)	Cost Plus 25%
22. Decomposed Granite	Per Cubic Yard \$325.00
23. Common Labor	Per Man Hr \$45.00
24. Foreman	Per Man Hr \$55.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-916577

Date Filed:  
08/01/2022

Date Acknowledged:

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

Yellowstone Landscape - Central, Inc  
Houston, 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

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.

20/030MR-04

Tree Trimming, Landscaping, Debris Removal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Sean	Pflugerville, TX United States		X

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Sean Smith, and my date of birth is [REDACTED]  
My address is 3204 Rowe Lane, 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 1st day of August, 2022  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Yellowstone Landscape - Central, Inc  
Houston, TX United States

**Certificate Number:**  
2022-916577

**Date Filed:**  
08/01/2022

**Date Acknowledged:**  
08/04/2022

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

City of Round Rock

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

20/030MR-04  
Tree Trimming, Landscaping, Debris Removal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Sean	Pflugerville, TX United States		X

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)





# City of Round Rock

## Agenda Item Summary

### Agenda Number: F.3

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K. Friese & Associates, Inc. for the BCRWWS Wastewater Master Plan Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Michael Thane, Utilities & Environmental Services Director

**Cost:** \$497,989.37

**Indexes:** Regional Wastewater Projects

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

**Department:** Utilities & Environmental Services

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### Text of Legislative File 2022-268

The Brushy Creek Regional Wastewater System (BCRWWS) is a regional wastewater system including the cities of Austin, Cedar Park, Leander, and Round Rock. Brushy Creek Municipal Utility District (MUD) and Fern Bluff MUD are sub-regional customers with the City of Round Rock. Since a regional Master Plan has not been performed in quite some time, and in light of the fast growth of the four partner Cities, the Operating Committee decided to conduct a regional Master Plan. K. Friese was selected as the engineering firm since they have good historical knowledge of the Cities and the BCRWWS. K.Friese will use Plummer & Associates to support the development of options for expanding the treatment facilities.

The main components of the Master Plan include the following:

- \*Collecting current data including pipelines, manholes, lift stations, wastewater service areas, CCN, ETJ, City limits, wastewater treatment facilities, solids handling methods, and wastewater characteristics.
- \*Perform a hydraulic model for the regional system showing current and projected future conditions.
- \*Evaluate current flow meter information to verify the hydraulic model, and perform a capacity analysis of the current system.
- \*Develop a long range CIP for the treatment and collection systems based on flow and population projections including estimated probable costs and the timing for the projects.

The final Master Plan report is scheduled to take about one year to produce. The City of Round Rock's portion of this contract is 60.76% which is \$302,578.34.

***Cost: \$497,989.37***

***Source of Funds: Regional Wastewater Projects***

**RESOLUTION NO. R-2022-268**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the BCRWWS Wastewater Master Plan Project, and

**WHEREAS**, K. Friese & Associates, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract with K. Friese & Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with K. Friese & Associates, Inc. for the BCRWWS Wastewater Master Plan 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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT  
"A"**

**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** K. FRIESE & ASSOCIATES, INC. ("Engineer")  
**ADDRESS:** 1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, TX 78746  
**PROJECT:** BCRWWS Wastewater Master Plan

**THE STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## **CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

### **ARTICLE 1** **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

### **ARTICLE 2** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

### **ARTICLE 3** **CONTRACT TERM**

(1) **Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) **Work Schedule.** Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**(3) Notice to Proceed.** After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

#### **ARTICLE 4** **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Four Hundred Ninety-Seven Thousand Nine Hundred Eighty-Nine and 37/100 Dollars, (\$497,989.37). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services." Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

#### **ARTICLE 5** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## **ARTICLE 7**

### **NOTICE TO PROCEED**

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

## **ARTICLE 8**

### **PROJECT TEAM**

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

David Freireich, PE  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 563-1121



Fax Number N/A

Email Address [dfreireich@roundrocktexas.gov](mailto:dfreireich@roundrocktexas.gov)

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

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

Greg Blackburn, PE

Project Manager

1120 S. Capital of Texas Highway, CityView 2, Suite 100

Austin, TX 78746

Telephone Number (512) 923-2555

Fax Number (512) 338-1784

Email Address [gblackburn@kfriese.com](mailto:gblackburn@kfriese.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.



## **ARTICLE 10**

### **SUSPENSION**

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

**ARTICLE 14**  
**USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering



Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable state, federal and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2)** As required by Chapter 2271, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**(3)** In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Engineer verifies Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

(4) In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Engineer verifies Engineer does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

(5) **Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

#### **ARTICLE 27** **COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

#### **ARTICLE 28** **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

#### **ARTICLE 29** **SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

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

and to:

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

**Engineer:**

Greg Blackburn, PE  
Project Manager  
1120 S. Capital of Texas Highway, CityView 2, Suite 100  
Austin, TX 78746

### **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]*

K. FRIESE & ASSOCIATES, INC.

By: 

Signature of Principal

Printed Name: THOMAS M. OWENS, P.E.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |

## **Exhibit A**

### **City Services**

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend kickoff meeting and progress meetings as needed with K. Frieze.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous reports and any other data relative to the Project at the ENGINEER's disposal.
- Provide the City's latest aerial photograph of the city for K. Frieze & Associates, Inc. to use in creation of framed wall map titled "Wastewater System Master Plan."
- Review and comment on the draft Report.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

Engineering Services to be provided:

**Background**

The purpose of this scope of services is to prepare the update to the Brushy Creek Regional Wastewater System (BCRWWS) Wastewater Master Plan (WWMP).

**Task 1 – Project Management and Coordination**

- Attend a project kickoff coordination meeting with BCRWWS staff and subconsultants.
- Provide a project schedule outlining major task dates and durations, deliverables, and review.
- Perform general project management activities including invoicing, correspondence, filing, quality assurance and quality control.
- Conduct internal team coordination meetings

**Assumptions:**

- Meetings and workshops to be held at the City of Round Rock (CORR) offices.
- A virtual option will be included for each meeting and workshop.
- Kickoff meeting will include BCRWWS operations staff. Discuss system operations and any known problem areas with operations staff at the kickoff meeting.

**Meetings/Workshops:** One kickoff meeting to discuss communications, schedule, system design criteria and Point-of-Entry flows to be provided by the Owner including planning horizon and flow development criteria.

**Deliverable:** Kickoff meeting notes, and project schedule in PDF format.

**Task 2 – Data Collection and Review**

Provide a list of data needs to include, but not necessarily be limited to, the types of data listed below. Review the data provided.

- BCRWWS Contracts and Agreements
- GIS data for collection facilities in the BCRWWS service area, including:
  - Pipelines that connect directly to the BCRWWS Interceptors, with upstream manhole IDs, downstream manhole IDs, length, material, diameter and slope
  - Manholes with rim and invert elevations (in and out)
  - Lift station locations and names
  - Force mains with upstream lift station names, downstream manhole IDs, length, material, and diameter
  - Data for future collection facilities
- Additional GIS data, including:
  - Existing BCRWWS service area
  - Future BCRWWS service area
  - Current land use and/or zoning
  - Anticipated land use and/or zoning
  - Lot lines
  - City limits



BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

- Extraterritorial jurisdiction (ETJ) boundary
  - Certificate of convenience and necessity (CCN) boundary
  - Contour elevations
- Lift station information for BCRWWS lift stations (including Brushy Creek East (BCE) and Brushy Creek West (BCW) Wastewater Treatment Plant (WWTP) Influent Lift Stations), including:
  - As-built drawings to include:
    - Wet well diameter
    - Wet well depth
    - Number of pumps, and pump on and off operational levels
  - Pump curves, or the pump design point (flow and total dynamic head)
  - Operational data, including pump run times and flow meter data if available, in Microsoft Excel format for one year
  - Operation and Maintenance (O&M) Manuals
- As-built drawings for any special structures (such as Point-of-Entry Manholes, manholes with flow splits) in the BCRWWS.
- Recent BCRWWS TV Inspection tapes
- For each Point of Entry (or consolidated adjacent Points-of-Entry), provide Average Dry Weather Flow, Peak Dry Weather Flow and Peak Wet Weather Flow for the planning horizons identified and associated diurnal curves
- BCE and BCW WWTP daily flows and TCEQ influent and effluent reporting for the past 5-years, in Microsoft Excel format. Flows to include average daily influent flow, two-hour peak influent flow, recycle flows, reuse flow, and total treated flow. For BCE and BCW: TSS, BOD, CBOD, Ammonia, total Phosphorous (if City collects this), and VSS (if City collects this) for influent wastewater samples, previous data from 2019-2022.
- For BCE and BCW: Process information data from aeration basins (MLSS, SRT), air demand, chemical usage, filtration rate, chlorine demand, etc.
- BCW As-built Plans in PDF format and as-built site plan in AutoCAD format (if available).
- BCE and BCW TCEQ TPDES Permits
- BCE Preliminary Engineering Report and the BCE Basis of Design Report
- For BCW: O&M manuals for the influent lift station and sludge pumping station.
- Sludge production and hauling data for BCE and BCW from 2019 through 2022 year to date, in Microsoft Excel format. A description of the existing solids handling practices and a copy of the current Solids management plan. Provide available data for WAS pumping rates, WAS solids concentration, thickening and dewatering performance, and polymer usage.
- Current sludge hauling contract and costs for the City (excel format or other)

***Deliverable:*** List of data needs via email.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

### **Task 3 – Hydraulic Model Update**

A hydraulic model will be developed to include all Regional System interceptors (Brushy Creek Regional Interceptor, Onion Branch Interceptor, Southwest Interceptor, South Interceptor, Lake Creek Interceptor) to serve Points-of-Entry. Owner provided Point-of-Entry flows and diurnal curves will be the basis for this evaluation. Hydraulic model will initially be calibrated using historic BCE and BCW WWTP effluent and influent lift station flow data as available. BCE and BCW Plant and influent lift station flow data from Task 2 will be tabulated and compared to rainfall data and Point-of-Entry flows to develop flows for calibration. As the hydraulic model is developed, the Owner-provided GIS base map will be updated with available system component data that may include material, construction date, inspection date, condition, or other notes.

#### ***Assumptions:***

- The hydraulic model will be in SewerGEMS software.
- Austin Water's data will be provided in InfoWorks ICM format
- GIS base map will be provided by the Owner to use as the model background.
- Hydraulic model will not extend beyond the Regional System components.

#### ***Deliverable:***

- Technical Memorandum describing model development to include:
  - Design criteria
  - Data collection
  - Model results
- Model Deliverables to include the following in SewerGEMS and InfoWorks ICM compatible format, such as SWMM:
  - System Model Networks for Existing and all Planning Scenarios
  - Dry Weather and Wet Weather Calibration Flow Meter Data, Rainfall Data, Simulations, and Results
  - Design Storm (or equivalent) Simulation and Results
  - Future Condition Dry Weather and Wet Weather Simulations and Results for all Planning Scenarios
- 

### **Task 4 – System Meters**

BCRWWS is acquiring seven area-velocity meters to be installed in the Regional System to develop baseline system flow data.

- Review previous meter recommendations and system hydraulics to develop recommendations for initial meter installation locations.
- Review initial flow meter data collected by the Owner, if available, and make recommendations for relocating meter(s) if appropriate.
- Following development of the hydraulic model, make recommendations for location of future meter installations or relocations
- Review meter data monthly to confirm dry weather flows and identify rain events that may be used for model calibration. Meter data review will take place near the completion of the final draft Master Plan Report.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

***Assumptions:***

- Owner will install meters and perform all data collection and maintenance.
- Data will be provided in Excel compatible format.

***Deliverable:***

- Technical Memorandum describing meter recommendations.

**Task 5 – Hydraulic Capacity Analysis of Existing System, and Future Flow Scenarios**

Review the results of the hydraulic model to identify system deficiencies in the existing conveyance system. Existing facilities will be evaluated for up to three planning horizons to be identified in the Kick-off Meeting. Owner-provided Point-of-Entry flows and diurnal curves will be used to develop the planning horizon modeling scenarios. Facilities will be evaluated based on the agreed design criteria and requirements in TCEQ Chapter 217.

***Meetings/Workshops:*** One workshop to review capacity analysis of existing system and future flow calculation.

***Deliverable:***

- Workshop notes in PDF format.

**Task 6 – Collection System Capital Improvements Plan (CIP) Development**

For the existing system and future planning horizons, improvements to alleviate system capacity deficiencies will be identified. Recommended improvements will be sized based on the design criteria identified in Task 3.

The recent Interceptor CCTV footage will be reviewed to identify system deficiencies and recommend rehabilitation projects.

A CIP plan will be developed based on the recommended rehabilitation projects and capacity improvement projects. CIP project information will include recommended phasing, anticipated schedule, and budget. Project budgets will be developed with procedures consistent with master planning efforts, including construction costs and soft costs (engineering, surveying, land acquisition, environmental studies and contingencies).

***Assumptions:***

- Opinions of probable construction cost, and any resulting conclusions on project financial or economic feasibility or funding requirements, will be prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. Consultant makes no warranty that actual costs will not vary from Consultant's estimate as these costs depend on actual labor and material costs, competitive market

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors.

**Meetings/Workshops:** One workshop to include:

- Review of CIP projects
- Review of flow and capacity allocations
- Discuss options to track, monitor, and update flow allocations and capacity improvements
- Discuss provisions for Inflow and Infiltration management

**Deliverable:**

- Technical Memorandum documenting CCTV review and rehabilitation recommendations
- Deliverable to include age and material of existing pipeline when available
- Workshop notes in PDF format.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
ENGINEERING SERVICES

**Task 7 – Treatment and Sludge Disposal Evaluation – *Plummer Scope***

The existing treatment and sludge disposal concepts will be reviewed and updated based on the projected regional system flows. Subtasks will include:

- Review BCE Preliminary Engineering Report and the BCE Basis of Design Report
- Review updated annual average flow projections.
- Evaluate data concerning peaking factors over the past few years to determine/validate appropriate factor used for the BCW and BCE evaluation for peak day and peak 2-hour, and ratio to annual average.
- Verify/update organic loading using the most recent influent data. Obtain and analyze daily raw wastewater data for BOD, COD, flow, temperatures, TSS, NH<sub>3</sub>, phosphorous, TKN, and alkalinity. Determine average, peak day, max month, and 85% loads for each parameter.
- Update the process model for the BCE WWTP
  - Convert the existing Biowin Process Model into the SUMO Process Model software. This cope item does not include recalibration of the processes.
  - Use the model to evaluate potential uprating of the existing BCE basins beyond the 30 MGD design capacity using the updated peaking factor and organic loading [Expansion Alternative A]. (This information would better be determined after the additional treatment capacity currently under construction is put online and significant operational data is obtained but the model can be reviewed in the absence of the desired data.)
  - Use the model to evaluate potential uprating of the existing BCE basins beyond the 30 MGD design capacity using the updated peaking factor, organic loading, and primary filtration [Expansion Alternative B].
- Evaluate and develop an AACE Class 5 Cost Opinion for expanding BCE to 40 MGD as originally considered in the Preliminary Engineering for the current expansion.
- Evaluate and develop an AACE Class 5 Cost Opinion to increase the BCE capacity to 40 MGD by adding primary filters. This would increase the capacity of the aeration basins, but final clarification capacity and disinfection capacity would need to be added.
- Evaluate and develop an AACE Class 5 Cost Opinion to expand BCW to 6 MGD, including a new influent lift station. Note that the Final Phase of the existing BCW TPDES permit allows for 3.0 MGD effluent discharge. Assumptions for future permit limits beyond 3.0 MGD will need to be determined in order to prepare a cost opinion for the expansion.
- Develop a revised Solids Management Plan for handling biosolids produced at both BCE and BCW. The Plan will present the required improvements to reach a Class A product through the implementation of digestion and drying. The Plan will consider the potential for increased solids production at BCE as 40 MGD and at BCW if flows increase to 6 MGD.

**Meetings/Workshops:** One workshop to review the BCE re-rate alternatives.

**Deliverable:**

- Two reports: (1) A treatment plant report which will include BCE and BCW evaluations and (2) the Solids Management Plan. Each report will include a summary of the existing BCE Preliminary Engineering Report and the BCE Basis of Design Report as the starting point for the evaluations. Electronic PDF copy of the draft reports, and electronic PDF copy of the final reports.
- Site layout figures and process flow diagrams for BCE Expansion Alternative A and Alternative B.
- Site layout figure and process flow diagram for BCW Expansion to 6.0 MGD.
- Site layout figure and process flow diagram to produce Class A Biosolids.



BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT B  
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- BCE SUMO Model in “.sumo” format.

**Task 8 – Master Plan Documentation**

The master planning effort will be completed with the preparation of a Wastewater Master Plan Report. A draft master plan will be provided for BCRWWS review. The comments will be included into a final master plan report. The report will include:

- Description of the existing BCRWWS and facilities<sup>1</sup>
- Description of model update
- Documentation of flow allocation for conveyance and treatment of wastewater for each organization as well as the process to track, monitor, and update flow allocations and related future capacity improvements, including I/I management.
- Maps and figures showing the hydraulic capacity analysis results
- CIP project list, map and costs for improvements based on the planning horizons
- Individual CIP project sheets including maps, schedule, and cost
- Description of Treatment and Sludge Disposal options evaluation<sup>1</sup>
- Treatment and Sludge Disposal recommendations, costs, and implementation schedule<sup>1</sup>
- Update of GIS base map with available system component attributes

*Note 1: Subconsultant (Plummer) report item.*

**Deliverable:** Electronic PDF copy of the draft report, and electronic PDF copy of the final report.  
SewerGEMS Model

**Task 9 – On-Call Model Updates**

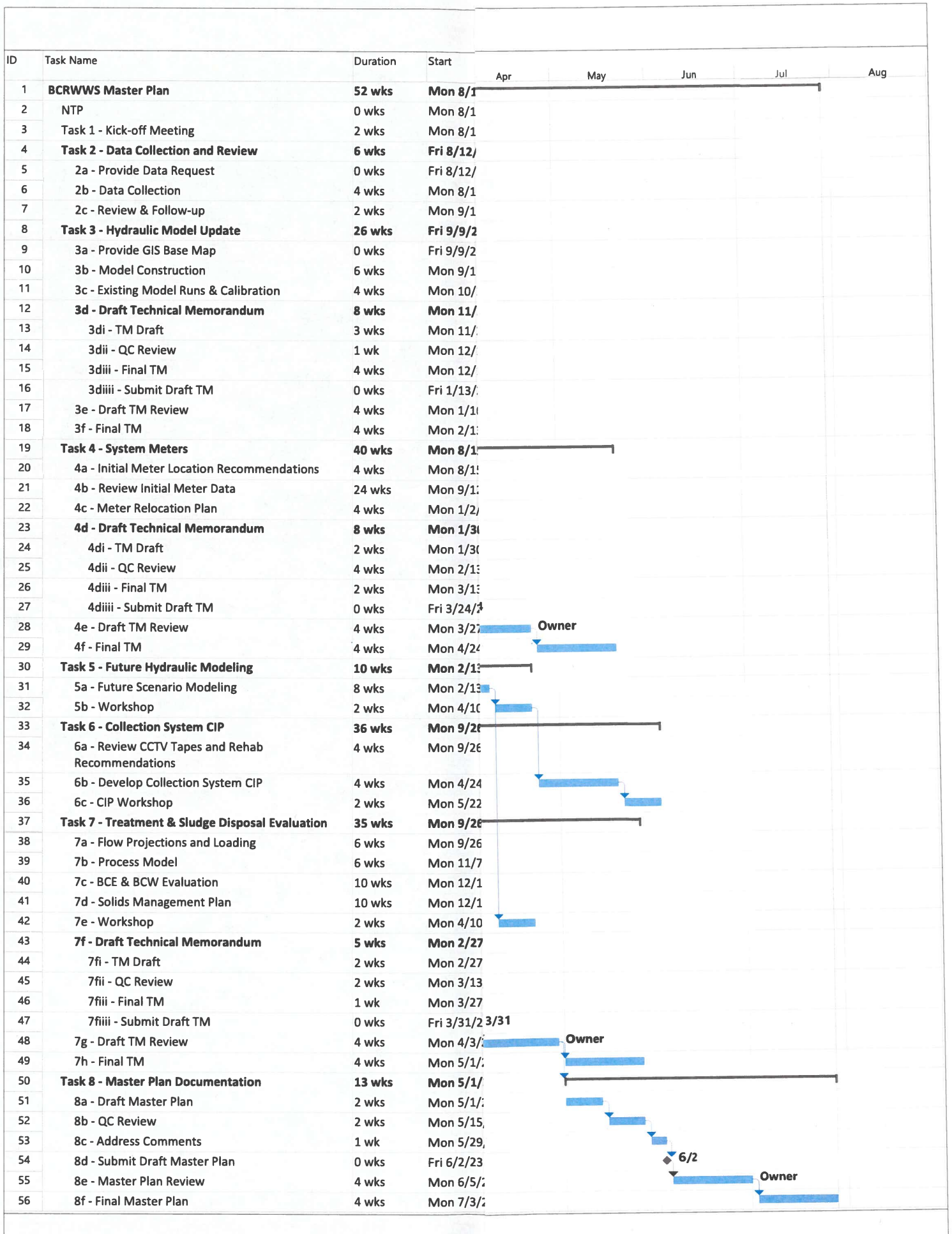
This task is to perform miscellaneous engineering tasks on an “as needed” basis as deemed necessary by the BCRWWS staff. These services may include but are not limited to analysis of flow meter data, system model updates and calibration.

These tasks will be issued by individual requests. Proposed fees will be agreed upon for each task before issuance of written Notice to Proceed for the task.

# **EXHIBIT C**

## **Work Schedule**

**Attached Behind This Page**





# **EXHIBIT D**

## **Fee Schedule**

**Attached Behind This Page**

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN  
EXHIBIT D  
FEE SCHEDULE

Task	Principal Hrs	Senior PM Hrs	PM Hrs	Project Eng Hrs	Design Eng Hrs	EIT Hrs	Senior GIS Hrs	Project Admin Hrs	Total Hrs	Sub-Total \$	Subconsultants Plummer \$	Expenses \$	Total \$
<b>Task 1 - Project Management</b>													
1 a Kick-off Meeting		4	8			8			20	3,560.00		50.00	3,610.00
1 b Project Management (12 months)	8	4	12					12	36	7,160.00	3,463.70	800.00	11,423.70
1 c Quality Control		24							24	7,200.00	15,095.90		22,295.90
1 d Internal Coordination/Meetings	4	24	24	12	4	24	12		104	19,700.00			19,700.00
Task 2 - Data Collection and Review		8	20			40	20		88	13,400.00	15,835.40		29,235.40
<b>Task 3 - Hydraulic Model Update</b>													
3 a GIS Mapping			8			40	40		88	11,600.00			11,600.00
3 b Model Construction		8	8	40		60			116	17,400.00			17,400.00
3 c Existing System Model & Calibration		8	16	60		60			144	22,000.00			22,000.00
3 d Technical Memorandum		10	16	16		24	16		82	13,400.00			13,400.00
<b>Task 4 - System Meters</b>													
4 a Initial Meter Location Recommendation		8	8	8					24	5,080.00			5,080.00
4 b Ongoing Data Review		8	8	24		40			80	12,440.00			12,440.00
4 c Meter Relocation Plan		8	16	8					32	6,480.00			6,480.00
4 d Technical Memorandum		4	8	16		8	8		44	7,200.00			7,200.00
<b>Task 5 - Future System Hydraulic Modeling</b>													
5 a System Modeling (3 Planning Horizons)		12	24	72		72	16		196	30,120.00			30,120.00
5 b Modeling Workshop		8	16	12		16	8		60	10,120.00		50.00	10,170.00
<b>Task 6 - Collection System CIP</b>													
6 a Review CCTV Tapes & Rehab Recommendations		4	16		40	40	8		108	15,680.00			15,680.00
6 b Develop CIP		4	24	16	16	40	16		116	17,240.00			17,240.00
6 c CIP Workshop		16	24			16	16		72	13,080.00		50.00	13,130.00
<b>Task 7 - Treatment &amp; Sludge Disposal Evaluation</b>													
7 a Flow Projections and Loading		4	8			8			20	3,560.00	27,867.60		31,427.60
7 b Process Model			4						4	700.00	20,314.70		21,014.70
7 c Evaluation of BCE & BCW			4						4	700.00	53,626.30		54,326.30
7 d Solids Management Plan			4						4	700.00	34,088.37		34,788.37
7 e Workshop			4						4	700.00	10,417.85	50.00	11,167.85
Task 8 - Master Plan Report		32	32	32		60	24		180	30,760.00	23,299.55		54,059.55
Subtotal	12	198	312	316	60	556	184	12	1650	269,980.00	204,009.37	1,000.00	474,989.37
Task 9 - On-Call Model Updates		16	40	40		40			136	23,000.00			23,000.00
Total	12	214	352	356	60	596	184	12	1786	292,980.00	204,009.37	1,000.00	497,989.37

## **EXHIBIT E**

**Certificates of Insurance**

**Attached Behind This Page**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Cameron Brown <b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com														
<b>INSURED</b> K Friese & Associates, Inc. 1120 S Cap of TX Hwy Cityview 2, Suite 100 Austin TX 78746	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Berkshire Hathaway Specialty Ins Company</td><td>22276</td></tr><tr><td>INSURER B : Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER C : Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER D : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Ins Company	22276	INSURER B : Sentinel Insurance Company Ltd	11000	INSURER C : Hartford Fire Insurance Company	19682	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Berkshire Hathaway Specialty Ins Company	22276														
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INSURER C : Hartford Fire Insurance Company	19682														
INSURER D : Travelers Indemnity Company	25658														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 69142544**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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	84SBWBA7667	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	84UEGVZV5448	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	84SBWBA7667	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> <input type="checkbox"/> N/A	UB5P02903A	1/1/2022	1/1/2023	<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
A	Professional Liability	<input checked="" type="checkbox"/>	47EPP30984103	1/1/2022	1/1/2023	Per claim/Annual Aggregate \$ 5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.  
City Manager and City of Round Rock are named additional insured on the general liability coverage as required by written contract.  
Re: Brushy Creek Regional Wastewater System Master Plan.

**CERTIFICATE HOLDER****CANCELLATION**

City Manager  
City of Round Rock  
221 E. Main Street  
Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cameron Brown

# 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.

K Friese + Associates, Inc.  
Austin, TX United States

Certificate Number:

2022-907161

Date Filed:

07/06/2022

Date Acknowledged:

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

City of Round Rock

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

000000 BCRWWS Master Plan Scop  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is [REDACTED].

My address is 1120 S. Capital of Texas Highway, Austin, TX, 78746, 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 6 day of July, 20 22.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

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

K Friese + Associates, Inc.  
Austin, TX United States

**Certificate Number:**  
2022-907161

**Date Filed:**  
07/06/2022

**Date Acknowledged:**  
07/21/2022

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

City of Round Rock

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

000000 BCRWWS Master Plan Scop  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

### Agenda Number: F.4

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 4 with Halff Associates, Inc. for the Heritage Trail West Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Rick Atkins, Parks and Recreation Director

**Cost:** \$222,030.00

**Indexes:** 2017 General Obligation Bonds

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

**Department:** Parks & Recreation

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### Text of Legislative File 2022-261

This item includes additional engineering services required to restart the Heritage Trail West Project. This scope of services includes documentation of the improvements that have been completed to date, plan revisions and construction documentation reflecting the existing conditions, specification revision to incorporate items that resulted from field orders, RFI's and other changes during the original construction phase, restarting the bid process, and additional construction phase services (if they exceed what remains on the original contract scope). During the surety's bid process, contractor's assumed the remaining construction phase to have a duration of 16 months. Only 6 months remain on the original contract.

The City legal team have advised that these engineering fees will be able to be reimbursed by the surety company at the completion of the project. They have also advised that these fees will be above and beyond the sum of the penal limit of the bond and will not impact the amount of construction reimbursement the City receives from the surety.

The Heritage Trail project includes a 10' wide trail detailing the history of Round Rock as a timeline. The project spans from the Bathing Beach at Chisholm Trail Road to Mays Street and include improvements at Bathing Beach Park, Chisholm Trail Crossing Park, and Memorial Park. The programmatic elements of the project will include historical, educational, arts & cultural, and general park elements. All elements encourage community events and development revitalization along the corridor. In September 2021, the original contractor for Heritage Trail West began the process of abandoning the job, with the City officially making a claim to the surety in October. At that time, the surety began the process of rebidding the

project to try to complete the construction. However, after many, many months of unsuccessful attempts, the City has started the process of completing the project ourselves and will submit for reimbursement at the end of the project.

***Cost:*** \$222,030.00

***Source of Funds:*** 2017 General Obligation Funds



## **RESOLUTION NO. R-2022-261**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into an Agreement for Professional Consulting Services for Design Services (“Agreement”) with Halff Associates, Inc. related to the Heritage Trail West Project; and

**WHEREAS**, the City has determined it is best to re-bid the remaining portion of the Heritage Trails West Project which includes additional engineering services and costs; and

**WHEREAS**, City and Halff Associates, Inc. desire to amend the Scope of Services to add the additional services and costs in the amount of \$222,030.00 for a new not-to-exceed amount of \$726,495.30; and

**WHEREAS**, Halff Associates, Inc. has submitted Supplemental Agreement No. 4 to amend the Agreement to modify the Scope of Services, the Fee, and the Term of services; and

**WHEREAS**, the City Council desires to enter into said Supplemental Agreement No. 4 with Halff Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 4 to “City of Round Rock Agreement for Professional Consulting Services for Design Services with Halff Associates, Inc.,” 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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**SUPPLEMENTAL AGREEMENT NO. 4  
TO "CITY OF ROUND ROCK AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES FOR  
DESIGN SERVICES  
WITH  
HALFF ASSOCIATES, INC."**

**CITY OF ROUND ROCK**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**COUNTY OF WILLIAMSON**

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§  
§  
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**KNOW ALL BY THESE PRESENTS:**

THIS SUPPLEMENTAL AGREEMENT NO. 4 to "City of Round Rock Agreement for Professional Consulting Services for Design Services with Halff Associates, Inc.," related to the Heritage Trail West Project, hereinafter called "Supplemental Agreement No. 4," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Halff Associates, Inc., hereinafter called the "Consultant."

**WHEREAS**, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services for Design Services," hereinafter called the "Agreement," on July 23, 2015; and

**WHEREAS**, the parties previously amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$94,800.00 for a new total not-to-exceed amount of \$459,800.00; and

**WHEREAS**, the parties further amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$40,326.30 for a new total not-to-exceed amount of \$500,126.30; and

**WHEREAS**, the parties further amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$4,339.00 for a new total not-to-exceed amount of \$504,465.30; and

**WHEREAS**, in October of 2021, the contractor for the Heritage Trail West Project became insolvent resulting in negotiations with the surety; and

**WHEREAS**, the City has determined it is in its best interest to re-bid the remaining portion of the Heritage Trails West Project which requires additional services and costs be added to this Agreement; and

**WHEREAS**, the parties desire to further amend the Scope of Services to add the additional required services and costs in the amount of \$222,030.00 for a new not-to-exceed amount of \$726,495.30;

**NOW THEREFORE**, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 4, the City and Consultant agree that said Agreement is amended and supplemented as follows:

**I.**

Section 1.0 of the Agreement is hereby amended to read as follows:

**1.0 EFFECTIVE DATE, DURATION, AND TERM**

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 until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved in accordance with Section 3.0, ~~which is estimated to be completed no later than December of 2019~~ and the Addendum to Exhibit "C," attached hereto and incorporated herein for all purposes.

**II.**

Section 3.0 of the Agreement is hereby amended to read as follows:

**3.0 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" and the Addendum to Exhibit "B," attached hereto and incorporated herein for all purposes.

**III.**

Section 5.0 of the Agreement is hereby amended to read as follows:

**5.0 CONTRACT AMOUNT**

**Not-to-Exceed Fee:** In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed Seven Hundred Twenty-Six Thousand Four Hundred Ninety-Five and 30/100 Dollars (\$726,495.30), in accordance with Exhibit "D" entitled "Fee Schedule," and the Supplemental Exhibit "D," which document is attached hereto and incorporated herein for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B" and the Addendum to Exhibit "B."

**IV.**

This Supplemental Agreement No. 4 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and Consultant have executed this Supplemental Agreement No. 4 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

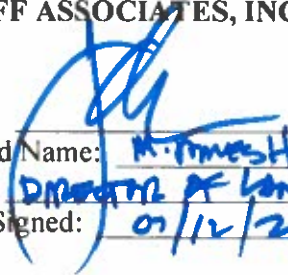
**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**HALFF ASSOCIATES, INC.**

By:   
Printed Name: M. Times Hennessy  
Title: DIRECTOR OF LANDSCAPE ARCHT.  
Date Signed: 01/12/2022

## **ADDENDUM TO EXHIBIT B: SCOPE OF CONSULTANT'S BASIC SERVICES**

### **General Scope**

The purpose of the services proposed herein is to provide a updated existing conditions exhibit, alter construction documents, repackage, bid, and provide construction observation for the completion of the Heritage Trail West project.

### **Basic Services**

The Consultant shall provide basic services as defined in Prime Agreement Exhibit B for added scope items.

#### **Task 10: Restart Visual Survey**

Halff (the Consultant) shall conduct one (1) field visit to document which improvements have been completed to-date. The visual survey will consist of notes and photo inventory based on observed improvements to determine the extents of existing improvements. The visual survey will be noted on the previously issued construction plan sheets. The City inspector will assist the design team in this effort by confirming the installation of buried conduit or utilities that were completed in-place during construction. This effort will only involve Landscape Architecture, Civil, MEP, and Structural teams.

The deliverable for this task will include a redline set of plans and photos. The city will confirm the redlines before proceeding to the next task.

#### **Task 11: Restart Plan Revisions**

The Consultants shall create a set of updated construction documents utilizing the information from data collection phase which clearly indicate the remaining work to be constructed, work to be repaired and work to be demolished and replaced. Plans and documents shall identify all work which has been accepted by the city, field orders, RFI's, and other changes issued during the previous construction phase.

#### **Specifications Revision**

Plans and specifications will be updated to incorporate/clarify items that may have resulted from field orders, RFI's and other changes issued during the previous construction phase. The updated specifications shall also address the protection of work completed.

#### **Storm drain and water utility coordination with City Consultant(s) (Civil only)**

The adjacent Chisholm Trail roadway project seeks to improve infrastructure that overlaps with the Heritage Trail project area. At the City's request, the Heritage Trail project will incorporate designs developed by others for inclusion in the re-bid package. These elements include storm drain trunk and waterline improvements along Chisholm Trail. The City consultant will provide timely delivery of signed and sealed construction plans, specifications and estimated quantities and unit costs for incorporation into the re-bid package.

#### **Opinion of Probable Construction Costs (OPCC)**

The Consultant shall create an updated OPCC to reflect current costs, updated technical specs and project manual, and bid form accounting for the remaining work.

Scope assumes:

- Amended construction documents will be 100% sign and sealed for bidding. No comment review submittals to the City are included in this scope. Plan review(s) and subsequent comment resolution and plan revisions can be provided via supplemental services agreement.

- One (1) coordination meeting, in person or virtual, with Chisholm Trail project team and/or City staff
- One (1) round of QA/QC

**Task 11 deliverables:**

- Revised construction plans
- Revise Specifications (as necessary)
- Revised OPCC and Bid Form

**Task 12: Restart Bid Phase Services**

Half shall assist the City in bidding the remaining scope of the project. This phase shall include assisting the City with preparing bid documents, assisting with and attending one (1) pre-bid meeting, issuing one (1) RFI response/addenda, attending one (1) bid opening meeting, and bid evaluation. It's the Consultants understanding that the City intends to use a competitive sealed proposal process to deliver this project. Posting or hosting the bid advertisement is excluded from this task, it is assumed that the City will host and manage the bid advertisement.

**Task 13: Additional Construction Phase Services**

Half shall assist the City with construction phase services for the duration of the project. At the time of this proposal, Half and the City anticipate the remaining construction phase to have a duration of 16 months – 6 months of which is remaining on the original contract. Refer to original contract for scope detail on remaining contract. Ten 10 additional months is assumed in this scope. This task includes the following items:

**Pre-Construction Meeting**

The Consultant shall attend one (1) pre-construction meeting with City staff and contractor.

**Construction Phase RFIs**

The Consultant shall respond to contractor generated RFI's within five (5) business days and up to one (1) plan set revision related to civil RFI, if necessary.

**Material Submittals**

The Consultant shall review material and product submittals within ten (10) business days. Material submittals that are not organized appropriately (as judged by the Consultant) will be rejected and will not be reviewed until properly submitted by contractor. Mock-ups shall be prepared for review in coordination with progress meetings. Requested on-call meetings to review mock-ups are not included in this scope.

**Construction Progress Meetings**

The Consultant shall attend in-person construction progress meetings with City staff, contractor and project team. This proposal assumes progress meetings will be held every two (2) weeks for the duration of construction. Twenty (20) total progress meetings beyond the original contract are accounted for in this scope. This scope accounts for attendance at the progress meetings as follows:

- Landscape Architect – attendance at every progress meeting (20 meetings).
- Civil Engineer - Ten (10) meetings
- Architect – Two (2) meetings
- MEP Engineer – only as appropriate
- Site Structural Engineer – only as appropriate
- Building Structural Engineer – Two (2) meetings

#### Punch Walk/Substantial Completion

The Consultant will attend a substantial completion punch walk for review of contractor work related to scope items. Upon completion of the walk the Consultant will produce a list of deficient items to be addressed by the contractor for incorporation into the overall project punch list.

#### Scope assumes:

- One (1) site visit for Punch Walk
- One (1) set of punch list items
- One (1) final walk and issue letter of concurrence letter

#### Exclusions:

- Additional site visits, submittals and RFIs not explicitly written in the provided scope
- As-built drawings
- As-built survey
- Construction timeframe that extends beyond the timeframe specified within this proposal (due to change orders, unforeseen extensions of time, or any other delays that are not a result of the Consultant)
- Additional Storm drain design, runoff calculations, and floodplain modeling related to Chisholm Trail project.
- Waterline design related to Chisholm Trail Project
- Water quality design
- Additional design related to partial completion of previous construction phase
- Additional permitting support or re-permitting of the project
- Redesign of Chisholm Trail realignment elements
- Warranty phase services
- Detailed cost estimating services or independent cost estimating by a third party.
- Energy/Utility modeling of the building.
- Voice/Data system design and drawings by Technology Consultant.
- Access Control/Security System design and drawings by Technology Consultant.
- LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.
- Site gas coordinated by Civil Engineer.
- Structural light pole bases by Structural Engineer.
- Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)
- Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- Electronic as-builts not included, may be added hourly or by separate agreement.
- Multiple sets of 100% CD's not part of base scope.
- Design of structural details such as fencing, flagpoles, handrails, planters, surfacing features, etc.
- Printing of plans and reports for agency review, bidding, and construction. This printing shall be a reimbursable expense.
- Conformed drawing sets requested by the Owner or Contractor are Additional Services and are excluded from Basic Services.
- Deliveries and over-night mail services.



- Regulatory Agency fees.
- Rebidding
- Permitting services, review, or modifications
- City comment review, comments, or revisions
- Value Engineering
- Construction Staking.
- All services not specifically included.

#### ADDENDUM TO EXHIBIT C: SCHEDULE

Refer to attached revised schedule. Any delay in project schedule that results in stopping and causing the project to extend past March 2024 may result in renegotiation of contract fees.

#### SUPPLEMENTAL EXHIBIT D: COMPENSATION FOR SERVICES

The Consultant's "Scope of Services" and associated Base Fees for providing professional services for this project shall be according to the terms in this Agreement and outlined as follows:

Basic Services	Initial Agreement	Supplemental Agreement 1	Supplemental Agreement 2	Supplemental Agreement 3	Supplemental Agreement 4	Total Fee
Task 1: Project Management   Coordination	\$ 10,550	0	0	0	0	\$ 10,550
Task 2: Design Development	\$ 39,400	0	0	0	0	\$ 39,400
Task 3: Construction Documents	\$ 193,550	\$ 14,200	0	0	0	\$ 207,750
Task 4: Project Design Survey	\$ 2,000	\$ 4,100	0	0	0	\$ 6,100
Task 5: Regulatory Entitlement   Permitting	\$33,350	0	0	0	0	0
Task 5.1: WPAP (TCEQ)	\$ 1,100	0	0	0	0	\$ 1,100
Task 5.2: TxDot	\$ 5,800	0	\$ 72.53	0	0	\$ 5,872.53
Task 5.3: TAS (TDLR – Accessibility Compliance)	\$ 5,800	0	\$ 246.40	0	0	\$ 6,046.40
Task 5.4: Bldg. & Site Permits (DSO Services)	\$ 5,800	0	\$ 3,041.83	0	0	\$ 8,841.83
Task 5.5: Union Pacific Railroad	\$ 4,800	0	0	0	0	\$ 4,800
Task 5.6: Texas Historical Commission & RRHPC	\$ 1,800	0	0	0	0	\$ 1,800
Task 6: Bidding Assistance	\$ 20,150	\$ 500	\$ 6,175.31	0	0	\$26,825.31
Task 7: Construction Phase Services	\$ 60,850	\$ 2,600	\$30,790.24	\$4,339.00	0	\$98,579.24
Task 8: Environmental	\$ 2,650	\$ 1,100	0	0	0	\$ 3,750

Services						
Task 9: Reimbursable Expenses	\$ 2,500	0	0	0	\$2,500	\$ 2,500
Task A.1: CLOMR 1 and 3 Preparation and Submittal	0	\$30,900	0	0	0	\$ 30,900
Task A.2: CLOMR 2 Preparation and Submittal	0	\$ 17,100	0	0	0	\$ 17,100
Task A.3: LOMR Preparation and Submittal	0	\$22,800	0	0	0	\$22,800
Task A.4: Subsurface Utility Evaluation	0	\$ 1,500	0	0	0	\$ 1,500
Task 10: Restart Visual Survey	0	0	0	0	\$21,680	\$21,680
Task 11: Restart Plan Revisions	0	0	0	0	\$57,376	\$57,376
Task 12: Restart Bid Phase Services	0	0	0	0	\$33,587	\$33,587
Task 13: Additional Construction Phase Service	0	0	0	0	\$106,887	\$106,887
<b>Total Fee</b>	<b>\$365,000</b>	<b>\$94,800</b>	<b>\$40,326.30</b>	<b>\$4,339.00</b>	<b>\$222,030</b>	<b>\$726,495.30</b>

Note: If additional services are required beyond the scope enumerated, then additional compensation will be requested. City shall be notified and authorize additional services and compensation beyond the total fee prior to Consultant performing requested services.

# REVISED TENTATIVE PROJECT SCHEDULE for HERITAGE TRAIL WEST

6/16/22

	2022												2023											
	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Restart Visual Survey (2-weeks from NTP)	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Restart Plan Revisions (3-weeks)																								
Bidding Phase Services (5-weeks)																								
Construction Phase Services (16 months)																								

Note: This schedule is based upon a construction timeframe provided by City in discussion with bonding company

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 2

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.**

Halff Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-908835

**Date Filed:**  
07/11/2022

**Date Acknowledged:**

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

City of Round Rock

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

R-2015-2677  
Park and trail system design and construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bertram , Shawn	Austin , TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

2 of 2

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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.**

Halff Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-908835

**Date Filed:**  
07/11/2022

**Date Acknowledged:**

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

City of Round Rock

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

R-2015-2677  
Park and trail system design and construction

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.** ☐

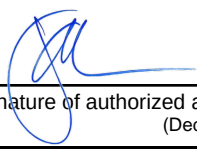
**6 UNSWORN DECLARATION**

My name is Michael James Hemenes, and my date of birth is .

My address is 500 W Sequoia Spur, Georgetown, TX, 78628, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 11 day of July, 2022.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 2

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.**

Halff Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-908835

**Date Filed:**  
07/11/2022

**Date Acknowledged:**  
07/21/2022

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

City of Round Rock

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

R-2015-2677  
Park and trail system design and construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bertram , Shawn	Austin , TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.**

Halff Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-908835

**Date Filed:**  
07/11/2022

**Date Acknowledged:**  
07/21/2022

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

City of Round Rock

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

R-2015-2677  
Park and trail system design and construction

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

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.5

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Whirlix Design, Inc. for the purchase and installation of play equipment at Clay Madsen Recreation Center.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Rick Atkins, Parks and Recreation Director

**Cost:** \$112,531.00

**Indexes:** General Fund

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

**Department:** Parks & Recreation

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### **Text of Legislative File 2022-262**

This item authorizes the Mayor to execute an agreement with Whirlix Design, Inc. to replace the damaged playground at Clay Madsen Park as a result of the tornado on March 21, 2022. The winds associated with the tornado broke several metal pieces, twisted others, and severely damaged the built-in shade structure. The playground has been closed since March 22, 2022 due to safety concerns.

**Cost:** \$112,531.00

**Source of Funds:** General Fund



## **RESOLUTION NO. R-2022-262**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase certain deliverables, installation and demolition services for play equipment at Clay Madsen Recreation Center and for related goods and services; and

**WHEREAS**, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

**WHEREAS**, the Buy Board Cooperative Purchasing Program (“Buy Board”) is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

**WHEREAS**, the City is a member of Buy Board; and

**WHEREAS**, Whirlix Design, Inc. is an approved vendor of Buy Board; and

**WHEREAS**, the City desires to purchase said goods and services from Whirlix Design, Inc. through Buy Board Contract No. 592-19, 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 Purchase and Installation of Play Equipment at Clay Madsen Recreation Center with Whirlix Design, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

**RESOLVED** this 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE AND INSTALLATION OF PLAY EQUIPMENT  
AT CLAY MADSEN RECREATION CENTER  
WITH  
WHIRLIX DESIGN, INC.**

**THE STATE OF TEXAS**

§

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

THAT THIS AGREEMENT for the purchase and installation of play equipment and the demolition and removal of existing equipment at Clay Madsen Recreation Center, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and Whirlix Design, Inc., whose offices are located at 1751 International Parkway, Suite 131 Richardson, Texas 75081 (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase certain deliverables, installation and demolition services for play equipment at Clay Madsen Recreation Center and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 592-19 as set forth herein; 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, the 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 Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell same. The Agreement includes Vendor's Proposal dated July 13, 2022 (attached as Exhibit "A").

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** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

## **2.01 EFFECTIVE DATE, TERM, PRICES FIRM**

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. This Agreement shall terminate upon the demolition of the existing play equipment and the purchase and installation of all play equipment as described in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line-item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship with Vendor 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 matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions of this Agreement.

#### **4.01 SCOPE OF WORK**

Vendor shall satisfactorily provide all goods and complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services must be negotiated and agreed to in all relevant details and must be embodied in a valid Supplemental Agreement as described herein.

#### **5.01 CONTRACT AMOUNT**

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **One Hundred Twelve Thousand Five Hundred Thirty-One and No/100 Dollars (\$112,531.00)** for the goods and services set forth in Exhibit "A."

#### **6.01 INVOICES**

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

- A. Name and address of Vendor;
- 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 effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

#### **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor 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. Vendor 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 Vendor, 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 Vendor 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 Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor’s charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor 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:

Katie Baker  
Park Development Manager  
City of Round Rock  
301 W. Bagdad Avenue, Suite 250  
Round Rock, Texas 78664

### **13.01 INSURANCE**

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](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 Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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 service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- B. 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 Vendor.

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

C. Vendor 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 Vendor, Vendor 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, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor 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**

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (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. Vendor, 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. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.



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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Contract on behalf of the Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Contract against any firearm entity or firearm trade association.

E. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract. The signatory executing this Contract on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Contract.

## **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 Vendor:**

Whirlix Design, Inc.  
1751 International Parkway  
Suite 131  
Richardson, Texas 75081

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephan L. Sheets, City Attorney  
AND TO: 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 Vendor.

**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 Vendor 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 Vendor 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.** Vendor 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.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor 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 Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Whirlix Design, Inc.**

By:  \_\_\_\_\_  
Printed Name: JASON EDMUNDSON  
Title: PRESIDENT  
Date Signed: 7/14/22

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Exhibit “A”**  
**Vendor’s Proposal**



Date: July 13<sup>th</sup>, 2022

Project: Clay Madsen Recreation Center

Location: Round Rock, TX

Proposal Expires: 30 Days

Please note that current fluctuations in material pricing may cause a proposal increase between now and  
The acceptance of this agreement.

To: City of Round Rock

Attn: Katie Baker

BUY BOARD CONTRACT # 592-19, VENDOR # 3120

**We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to  
The Whirlix Design team.**

Series: *Landscape Structures Design # 1163606-02-01*

Surface: *Engineered Wood Fiber*

Installation: *Included*

**Base Bid: \$109,736.00**

**Buy Board Discount: - [\$5,225.00]**

**Freight: \$8,020.00**

**TOTAL: \$112,531.00**

**(One Hundred Twelve Thousand Five Hundred Thirty One Dollars and Zero Cents)**

**Base Bid Includes:**

- Demo/Removal of Current Play Structure and Swings
- Removal of EWF Surfacing
- 5- 12 ADA Compliant Play Structure
- Double Bay Single Post Swings with 2 Belt Seats and 2 Toddler Seats
- 5-12 Age-Appropriate Welcome Sign - **FREE**
- Engineered Wood Fiber with 1 Layer of Geotextile Material
- Installation of Play Equipment and EWF w/ geo
- Freight

**Base Bid Excludes:**

- Drain Rock
- Drainage
- Admin Additions:
  - ❖ Prevailing Wage/Davis Bacon if required additional fees apply
  - ❖ Certified Payroll/Progress Billing if required additional fees apply
  - ❖ Drug Testing if required additional fees apply
  - ❖ Badging if required additional fees apply
  - ❖ Background Check if required additional fees apply
  - ❖ Finger Printing if required additional fees apply
  - ❖ OSHA 10 or OSHA 30 if required additional fees apply
- CPR Certified
- Forklift Certified

Whirlix Design Inc.  
1751 International Parkway, Suite 131  
Richardson, TX 75081



- Textura, Oracle, or any other type of payment system required – fees to apply
- Third Party Inspections/Audits
- Physical samples not provided. Sales Rep can meet with local Architect to review colors and samples that are available.
- Remobilization Charges – additional fees will apply
- Rapid Release for Shade – not optional
- Engineered Sealed drawings – If Required – additional fees will apply
- Engineered Sealed drawings for play equipment – If Required add \$5,500
- Professional Liability Insurance
- Additional or Special Insurances
- Construction Management Software Required for Project
- Payment, Performance, or Maintenance Bonds
- Use of Credit Cards as Payment
- Demolition of Existing Structure
- Excavation and Removal of Soil
- Tuff Timber or Concrete Border
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of Private Electric, Water, Sewer, Internet, or any other Utility Lines that are Not Detectable by Commercial Line Location.
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Offsite Storage of Equipment
- On Site Security
- Permitting and Inspections – additional fees if required
- Wet Stamped Engineering Drawings
- Engineer Close out Letter
- Latrine on Site
- Geotechnical Reporting
- Sales Tax
- Parking Fees
- Soil Testing
- On Site Disposal or Haul-off of Remaining Dirt

**Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.**

**Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.**

**Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.**



All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

Prepared by Tracey Edgar • Whirlix Design Inc • [tedgar@whirlix.com](mailto:tedgar@whirlix.com) • 512-225-4314

**Acceptance of Approval:** The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_



# 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.

Whirlix Design Inc  
Richardson, TX United States

Certificate Number:  
2022-915973

Date Filed:  
07/28/2022

Date Acknowledged:

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

City of Roundrock

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.

00000  
Installation of Play Structure at Clay Madsen

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Patrick	Austin, TX United States		X
	Edmundson, Jason	Richardson, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Hugo Tapia, and my date of birth is [REDACTED].

My address is 1751 International Pkwy #131, Richardson, TX, 75081, Dallas.  
(street) (city) (state) (zip code) (country)

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

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

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

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

Whirlix Design Inc  
Richardson, TX United States

**Certificate Number:**  
2022-915973

**Date Filed:**  
07/28/2022

**Date Acknowledged:**  
07/29/2022

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

City of Roundrock

**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.**

00000  
Installation of Play Structure at Clay Madsen

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Patrick	Austin, TX United States		X
	Edmundson, Jason	Richardson, TX United States	X	

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.6

---

**Title:** Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended June 30, 2022.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Round Rock by the Numbers - FY 21-22 Q3

**Department:** Finance

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### Text of Legislative File 2022-263

The attached report provides a summary of the City's investments and financial highlights for the quarter ending June 30, 2022. The financial summary has two components. The first page provides quarterly revenue and economic highlights. The second page is a summary of annual budget and city financial facts. The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

Staff will also make a presentation on these reports at the meeting.

Staff recommends approval.



# City of Round Rock

## Agenda Item Summary

Agenda Number: F.6

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**RESOLUTION NO. R-2022-263**

**WHEREAS**, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

**WHEREAS**, a Quarterly Investment Report for the quarter ending June 30, 2022 for the City of Round Rock has been submitted to the City Council; and

**WHEREAS**, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

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

That the Quarterly Investment Report, attached hereto as Exhibit “A” and incorporated herein, is hereby received and accepted.

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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**EXHIBIT**  
**"A"**

## **QUARTERLY INVESTMENT REPORT**

**For the Quarter Ended**

**June 30, 2022**

**Prepared by**  
**Valley View Consulting, L.L.C.**

The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

/signatures withheld for security purposes/

Chief Financial Officer

/signatures withheld for security purposes/

Controller

Valley View Consulting, LLC

/signatures withheld for security purposes/

Deputy Chief Financial Officer

/signatures withheld for security purposes/

Treasury Accountant

7/26/2022

Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Summary Holdings by Investment Category (Security Sector)

**June 30, 2022**

Description	YTM @ Cost	Book Value	Market Value
Cash	0.28%	\$ 26,709,867	\$ 26,709,867
Certificates of Deposit	0.28%	176,250,434	176,250,434
Local Government Investment Pool	1.02%	64,601,951	64,601,951
Money Market Accounts	1.57%	48,915,862	48,915,862
Municipal	0.32%	18,044,191	17,822,639
US Agency	1.64%	115,925,690	114,186,567
US Treasury	1.47%	113,346,588	111,398,146
<b>Total / Average</b>	<b>1.00%</b>	<b>\$ 563,794,584</b>	<b>\$ 559,885,468</b>

**March 31, 2022**

Description	YTM @ Cost	Book Value	Market Value
Cash	0.15%	\$ 20,221,350	\$ 20,221,350
Certificates of Deposit	0.29%	235,340,021	235,340,021
Local Government Investment Pool	0.16%	25,391,130	25,391,130
Money Market Accounts	0.48%	50,334,882	50,334,882
Municipal	0.26%	17,629,928	17,437,655
US Agency	0.95%	74,997,485	73,849,760
US Treasury	0.95%	71,052,709	69,719,567
<b>Total / Average</b>	<b>0.49%</b>	<b>\$ 494,967,505</b>	<b>\$ 492,294,365</b>

### Average Yield

	Current Quarter (1)	Fiscal Year-to-Date (2)
<b>Total Portfolio</b>	<b>1.00%</b>	<b>0.60%</b>
TexPool Yield	1.00%	0.40%
Rolling Three Mo. Treas. Yield	1.13%	0.50%
Rolling Six Mo. Treas. Yield	1.15%	0.53%
Rolling 1 Yr. Treas. Yield	0.87%	0.44%
Rolling 2 Yr. Treas. Yield	0.70%	0.47%

### Investment Income (3)

Interest Income (Approximate)	\$ 844,968	\$ 1,638,927
-------------------------------	------------	--------------

	WAM at 6/30/2022	Policy WAM Max
Total Portfolio	262 days	540 days
Pooled Funds	297 days	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

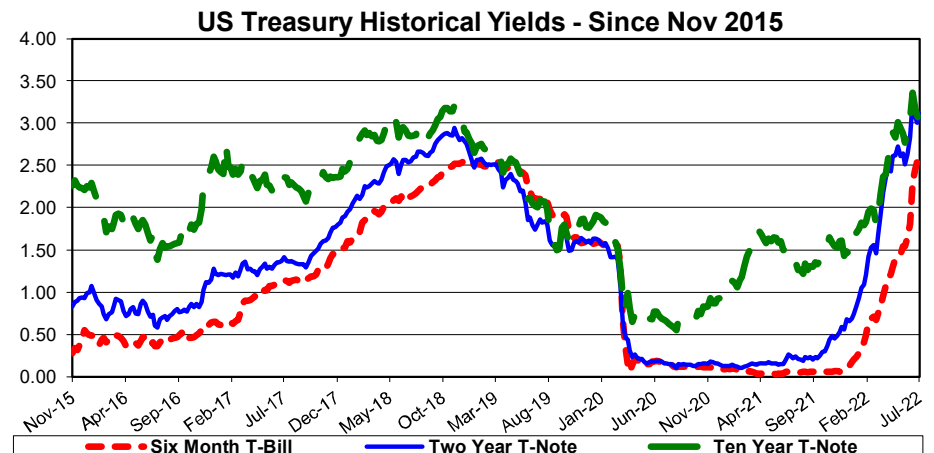
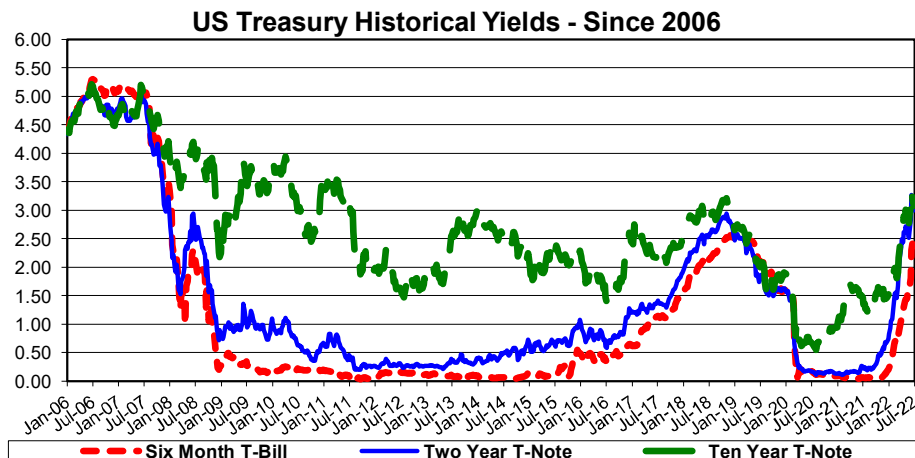
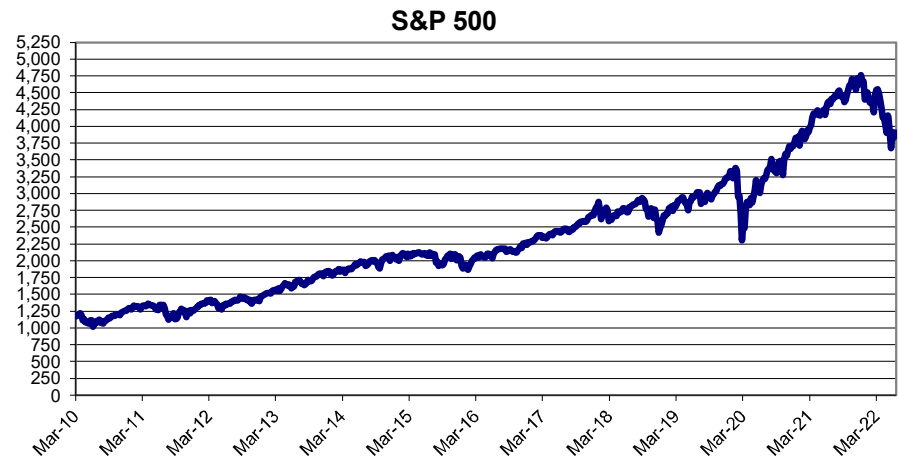
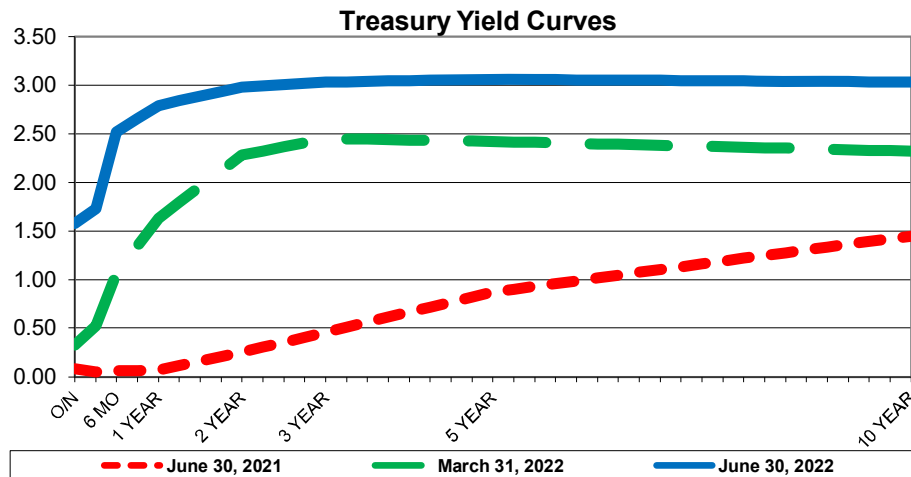
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

## Economic Overview

6/30/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 1.50% - 1.75% June 15th (Effective Fed Funds are trading +/-1.60%). The FOMC began actively reducing their balance sheet June 1. An additional 0.75% increase is anticipated July 27. First Quarter GDP (final) was -1.6%. June Non-Farm Payroll added 372k net new jobs while the Three Month Average NFP declined to 375k. Crude oil settled in at +/- \$105 per barrel. The Stock Markets continued sliding lower, but may be stabilizing. More domestic and international economic indicators softened, including housing data. A recession in the next 12 to 18 months is being openly discussed. Inflation remained well over the FOMC 2% target (Core PCE +/-4.7% and CPI exceeding 8%).

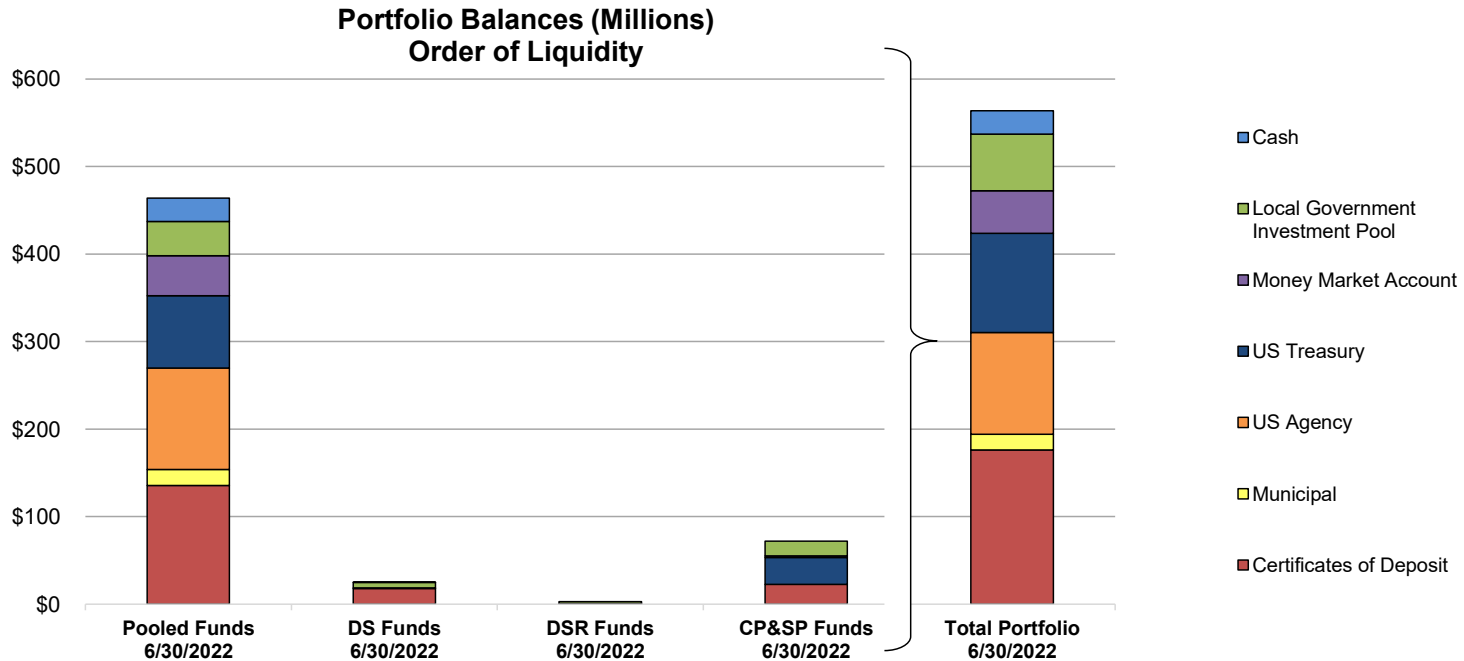




## Holdings by Investment Category

June 30, 2022

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 26,707,618	5%	\$ 2,249	0%	\$ –	0%	\$ –	0%	\$ 26,709,867	5%
Certificates of Deposit	135,765,344	24%	17,831,778	3%	–	0%	22,653,312	4%	176,250,434	31%
Investment Pools	39,314,432	7%	6,463,936	1%	1,898,083	0%	16,925,500	3%	64,601,951	11%
Money Market Accounts	45,527,920	8%	695,078	0%	860,996	0%	1,831,869	0%	48,915,862	9%
Municipal	18,044,191	3%	–	0%	–	0%	–	0%	18,044,191	3%
US Agency	115,925,690	21%	–	0%	–	0%	–	0%	115,925,690	21%
US Treasury	82,701,671	15%	–	0%	–	0%	30,644,917	5%	113,346,588	20%
<b>Total / Average</b>	<b>\$ 463,986,866</b>	<b>82%</b>	<b>\$ 24,993,041</b>	<b>4%</b>	<b>\$ 2,759,078</b>	<b>0%</b>	<b>\$ 72,055,598</b>	<b>13%</b>	<b>\$ 563,794,584</b>	<b>100%</b>



## Investment Holdings by Investment Category

June 30, 2022

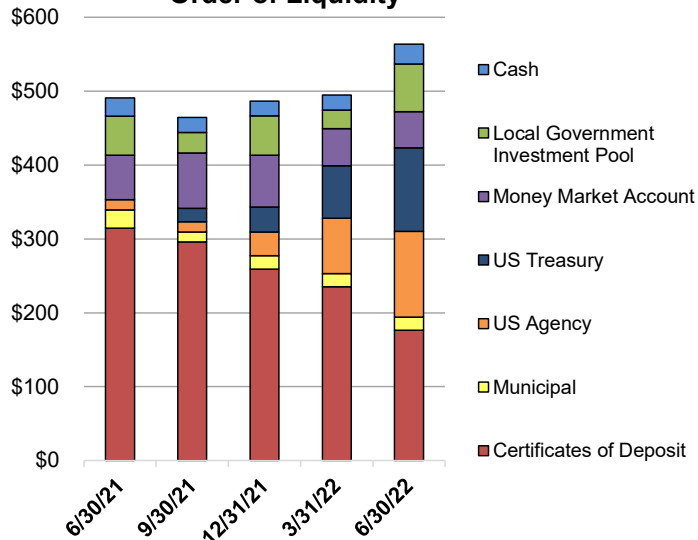
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 26,709,867	4.7%	100%
Investment Pools	64,601,951	11.4%	100%
Money Market Accounts	48,915,862	8.7%	75%
Certificates of Deposit	176,250,434	31.3%	85%
Commercial Paper	—	0.0%	10% / 5%
Municipal	18,044,191	3.2%	35% / 5%
US Agency	115,925,690	20.6%	Combined 75%
US Treasury	113,346,588	20.1%	
<b>Total / Average</b>	<b>\$ 563,794,584</b>	<b>100%</b>	<b>PASSED</b>

## Quarterly Transactions By Investment Category

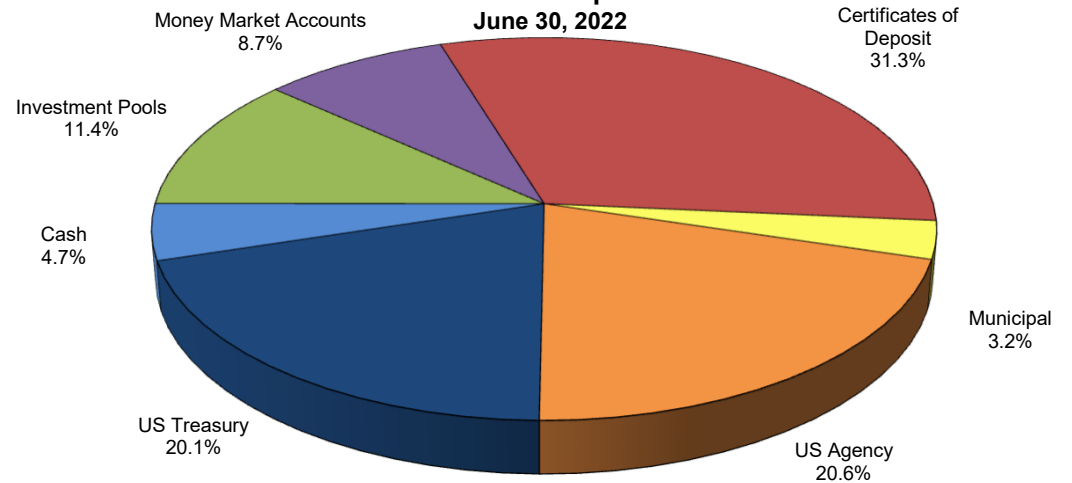
June 30, 2022

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 6,488,518
Investment Pools	—	—	—	—	108,523	39,210,821
Money Markets Accounts	—	—	—	—	95,071	(1,419,020)
Certificates of Deposit	127,368	—	59,216,955	—	168,886	—
Commercial Paper	—	—	—	—	—	—
Municipal	500,000	—	—	—	89,103	—
US Agency	40,932,915	—	—	—	108,653	—
US Treasury	42,478,502	—	—	—	328,125	—
<b>Totals</b>	<b>\$ 84,038,784</b>	<b>\$ —</b>	<b>\$ 59,216,955</b>	<b>\$ —</b>	<b>\$ 898,360</b>	<b>\$ 44,280,318</b>

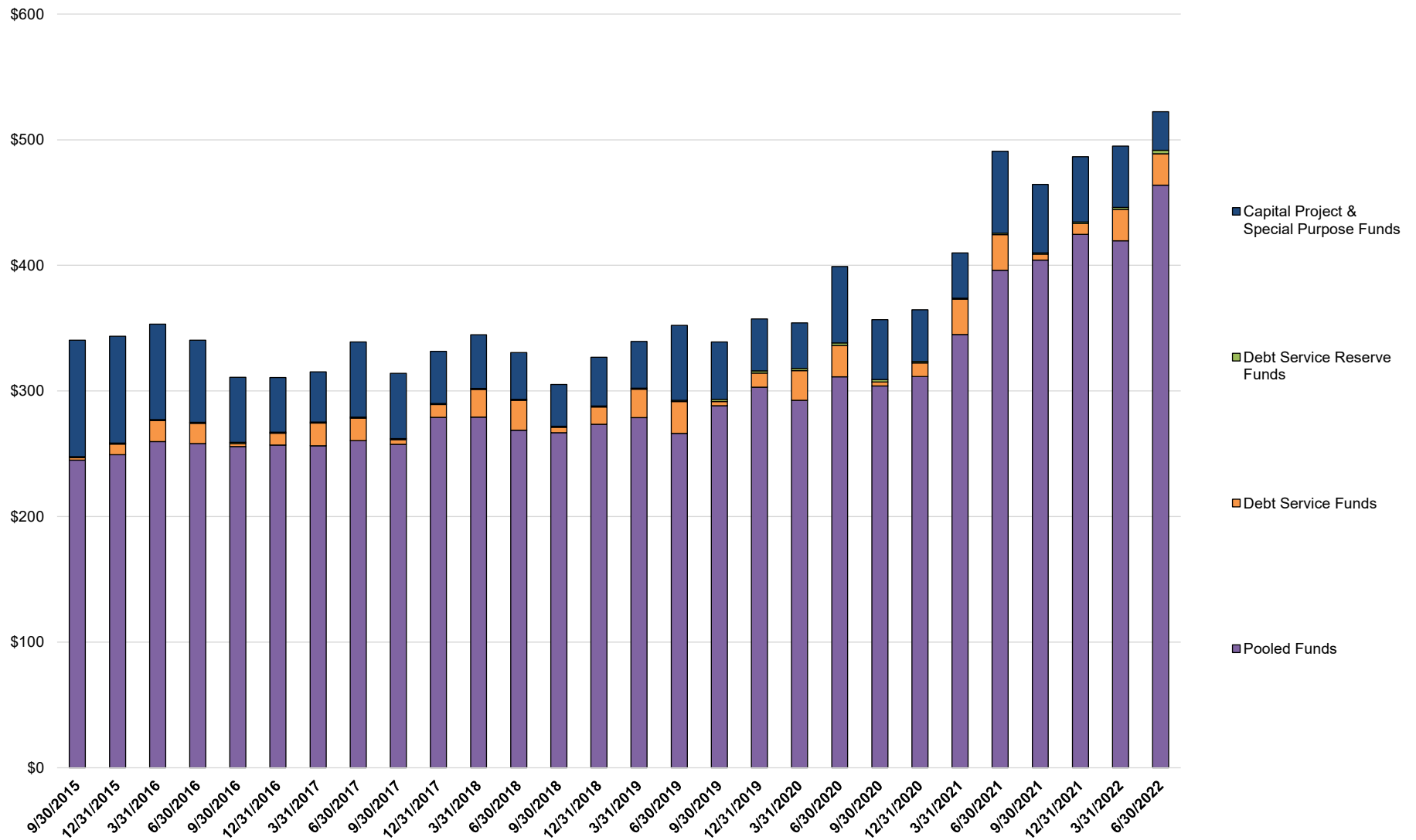
**Portfolio Balances (Millions)  
Order of Liquidity**



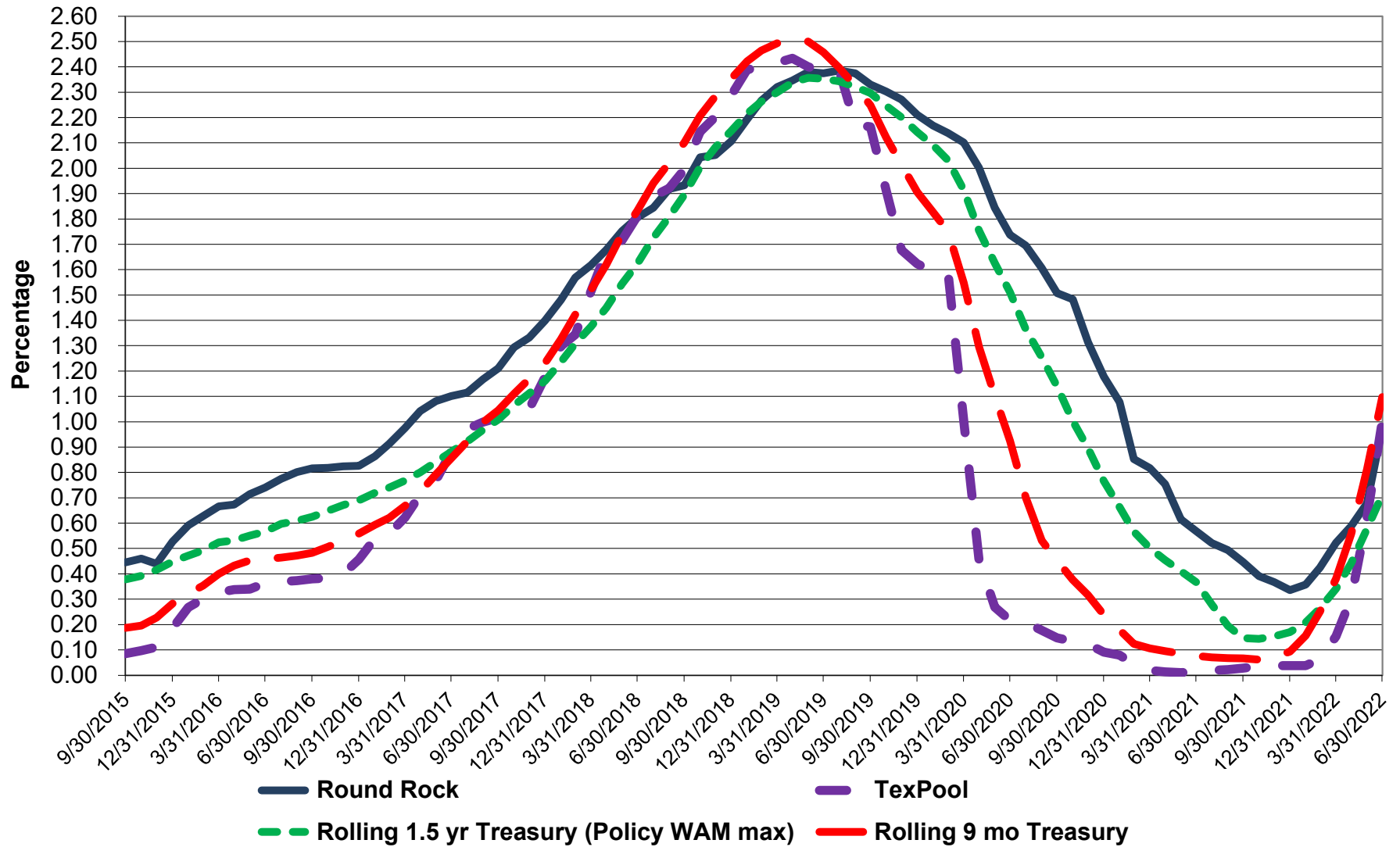
**Portfolio Composition  
June 30, 2022**



## Portfolio Balances By Fund (Millions)



## City of Round Rock Pooled Funds Performance



# Holdings by Allocation and Portfolio (Fund)

June 30, 2022

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 000 - Pooled Investments</b>										
NexBank	1.60%		11/29/2016	\$ 41,848,912	\$ 41,848,912	100.00	\$ 41,848,912	N/A	1	1.60%
TexasDAILY	1.00%	AAAm	6/1/2021	1,631,656	1,631,656	100.00	1,631,656	N/A	1	1.00%
TexasDAILY Select	1.26%	AAAm	12/3/2021	5,005,327	5,005,327	100.00	5,005,327	N/A	1	1.26%
Veritex Community Bank	1.21%		9/1/2020	3,679,008	3,679,008	100.00	3,679,008	N/A	1	1.21%
JPMorgan Chase	0.28%		9/30/2015	26,707,618	26,707,618	100.00	26,707,618	N/A	1	0.28%
TexSTAR	0.99%	AAAm	9/30/2015	200,880	200,880	100.00	200,880	N/A	1	0.99%
TexPool	1.00%	AAAm	9/30/2015	9,838,079	9,838,079	100.00	9,838,079	N/A	1	1.00%
TexasDAILY	1.00%	AAAm	9/30/2015	22,638,490	22,638,490	100.00	22,638,490	N/A	1	1.00%
Bank OZK	0.50%		7/9/2020	10,096,331	10,096,331	100.00	10,096,331	7/11/2022	11	0.50%
Veritex Community Bank	0.24%		2/5/2021	3,008,966	3,008,966	100.00	3,008,966	8/5/2022	36	0.24%
Prosperity Bank	0.20%		2/12/2021	3,007,983	3,007,983	100.00	3,007,983	8/12/2022	43	0.20%
Bexar Co Txb Ref	0.33%	A1/AA/A-	9/23/2021	560,000	560,000	99.81	558,908	8/15/2022	46	0.33%
Arlington TX HGR EDU	0.50%	-/AAA/-	4/28/2021	500,000	500,000	99.71	498,555	8/15/2022	46	0.50%
Denton ISD	0.00%	-/AAA/AAA	12/17/2020	500,000	499,710	99.79	498,925	8/15/2022	46	0.46%
City of Bryan TX	0.45%	-/AA/-	11/19/2020	500,000	500,000	99.86	499,285	8/15/2022	46	0.45%
City of Austin GO	0.27%	Aa1/AAA/AA+	10/6/2020	700,000	700,000	99.78	698,453	9/1/2022	63	0.27%
Prosperity Bank	0.20%		6/1/2021	3,006,005	3,006,005	100.00	3,006,005	9/1/2022	63	0.20%
Veritex Community Bank	0.18%		3/5/2021	8,018,046	8,018,046	100.00	8,018,046	9/5/2022	67	0.18%
State of Texas	1.61%	Aaa/AAA/-	3/19/2021	3,250,000	3,262,074	99.97	3,248,895	10/1/2022	93	0.15%
State of Texas	2.52%	Aaa/AAA/-	10/14/2021	5,000,000	5,030,080	100.18	5,008,950	10/1/2022	93	0.15%
Prosperity Bank	0.40%		10/15/2020	6,040,091	6,040,091	100.00	6,040,091	10/17/2022	109	0.40%
Veritex Community Bank	0.26%		2/5/2021	3,009,714	3,009,714	100.00	3,009,714	11/4/2022	127	0.26%
Prosperity Bank	0.20%		2/12/2021	3,007,983	3,007,983	100.00	3,007,983	11/14/2022	137	0.20%
R Bank	0.48%		11/24/2021	4,009,480	4,009,480	100.00	4,009,480	11/23/2022	146	0.48%
Bank OZK	0.28%		12/7/2020	5,021,098	5,021,098	100.00	5,021,098	12/7/2022	160	0.28%
Prosperity Bank	0.20%		6/9/2021	10,020,018	10,020,018	100.00	10,020,018	12/9/2022	162	0.20%
Veritex Community Bank	0.28%		1/6/2021	4,013,981	4,013,981	100.00	4,013,981	1/6/2023	190	0.28%
R Bank	0.57%		7/6/2021	1,004,303	1,004,303	100.00	1,004,303	1/6/2023	190	0.57%
Treasury	0.13%	Aaa/AA+/AAA	1/5/2022	5,000,000	4,991,086	98.59	4,929,464	1/31/2023	215	0.43%
San Antonio TX Elec.	2.41%	Aa2/AA-/AA-	4/13/2022	500,000	500,000	99.68	498,375	2/1/2023	216	2.41%
Veritex Community Bank	0.30%		2/5/2021	4,416,443	4,416,443	100.00	4,416,443	2/6/2023	221	0.30%
FFCB	0.16%	Aaa/AA+/AAA	11/22/2021	5,000,000	4,996,966	98.39	4,919,492	2/10/2023	225	0.26%
Eagle Pass Texas	4.00%	-/AA/-	6/7/2021	645,000	661,363	101.57	655,101	3/1/2023	244	0.20%
Prosperity Bank	0.25%		3/5/2021	10,031,347	10,031,347	100.00	10,031,347	3/6/2023	249	0.25%
Bank OZK	0.26%		3/8/2021	2,537,364	2,537,364	100.00	2,537,364	3/8/2023	251	0.26%
FFCB	0.13%	Aaa/AA+/AAA	3/26/2021	9,000,000	8,998,354	98.05	8,824,560	3/23/2023	266	0.15%
Prosperity Bank	0.20%		4/12/2021	5,011,684	5,011,684	100.00	5,011,684	4/12/2023	286	0.20%
FFCB	0.13%	Aaa/AA+/AAA	4/13/2021	5,000,000	4,997,405	97.90	4,894,911	4/13/2023	287	0.19%
FFCB	0.38%	Aaa/AA+/AAA	1/28/2022	4,000,000	3,982,828	97.93	3,917,041	4/27/2023	301	0.90%
Prosperity Bank	0.20%		5/19/2021	10,021,720	10,021,720	100.00	10,021,720	5/19/2023	323	0.20%
FNMA	0.25%	Aaa/AA+/AAA	6/23/2022	5,000,000	4,883,936	97.67	4,883,371	5/22/2023	326	2.90%
Veritex Community Bank	0.20%		6/1/2021	20,040,030	20,040,030	100.00	20,040,030	6/1/2023	336	0.20%
Bank OZK	0.20%		6/9/2021	8,016,095	8,016,095	100.00	8,016,095	6/9/2023	344	0.20%
R Bank	0.70%		7/6/2021	1,005,284	1,005,284	100.00	1,005,284	7/6/2023	371	0.70%
Treasury	1.25%	Aaa/AA+/AAA	7/7/2021	8,000,000	8,088,956	98.23	7,858,743	7/31/2023	396	0.22%
Veritex Community Bank	0.25%		7/30/2021	7,013,145	7,013,145	100.00	7,013,145	7/31/2023	396	0.25%
Dallas ISD	4.00%	Aaa/AAA/AAA	4/22/2021	4,195,000	4,370,965	101.06	4,239,635	8/15/2023	411	0.26%
Arlington TX HGR EDU	0.63%	-/AAA/-	4/28/2021	1,460,000	1,460,000	97.09	1,417,558	8/15/2023	411	0.63%

# Holdings by Allocation and Portfolio (Fund)

June 30, 2022

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Veritex Community Bank	0.25%		8/23/2021	4,408,233	4,408,233	100.00	4,408,233	8/23/2023	419	0.25%
FHLMC	0.25%	Aaa/AA+/AAA	1/28/2022	5,000,000	4,954,569	97.01	4,850,686	8/24/2023	420	1.05%
FNMA	2.88%	Aaa/AA+/AAA	3/30/2022	4,000,000	4,031,577	99.97	3,998,864	9/12/2023	439	2.20%
Treasury	0.25%	Aaa/AA+/AAA	9/30/2021	10,000,000	9,994,253	96.75	9,675,159	9/30/2023	457	0.30%
FHLMC	2.00%	Aaa/AA+/AAA	2/28/2022	5,000,000	5,029,048	98.79	4,939,565	10/17/2023	474	1.55%
Treasury	2.88%	Aaa/AA+/AAA	11/22/2021	10,000,000	10,319,055	99.90	9,990,234	10/31/2023	488	0.47%
FHLB	0.50%	Aaa/AA+/-	11/12/2021	5,000,000	4,998,428	96.74	4,836,804	11/9/2023	497	0.52%
Treasury	0.50%	Aaa/AA+/AAA	6/23/2022	5,000,000	4,825,984	96.65	4,832,339	11/30/2023	518	3.03%
Treasury	2.88%	Aaa/AA+/AAA	11/10/2021	5,000,000	5,171,722	99.93	4,996,623	11/30/2023	518	0.44%
FHLB	0.50%	Aaa/AA+/-	12/7/2021	8,000,000	7,980,642	96.66	7,733,141	12/8/2023	526	0.67%
FHLB	0.63%	Aaa/AA+/-	1/5/2022	5,000,000	4,989,293	96.68	4,834,094	12/22/2023	540	0.77%
FFCB	0.90%	Aaa/AA+/AAA	1/28/2022	5,000,000	4,977,865	96.90	4,844,765	1/18/2024	567	1.19%
Treasury	2.25%	Aaa/AA+/AAA	1/5/2022	8,000,000	8,186,524	98.93	7,914,778	1/31/2024	580	0.77%
Treasury	2.38%	Aaa/AA+/AAA	2/14/2022	14,000,000	14,177,923	99.11	13,874,923	2/29/2024	609	1.60%
FHLB	1.88%	Aaa/AA+/-	2/28/2022	15,000,000	15,065,387	98.23	14,734,104	3/8/2024	617	1.61%
FAMC	2.58%		4/18/2022	10,000,000	10,000,000	99.28	9,927,763	4/18/2024	658	2.58%
Treasury	2.25%	Aaa/AA+/AAA	3/30/2022	10,000,000	9,966,676	98.77	9,876,563	4/30/2024	670	2.44%
FAMC	2.65%		5/9/2022	3,000,000	2,995,920	99.35	2,980,515	5/2/2024	672	2.73%
FFCB	2.63%	Aaa/AA+/AAA	6/2/2022	3,051,000	3,048,524	99.29	3,029,475	5/3/2024	673	2.67%
Treasury	2.50%	Aaa/AA+/AAA	6/2/2022	7,000,000	6,979,491	99.18	6,942,478	5/31/2024	701	2.66%
FHLB	3.13%	Aaa/AA+/-	6/23/2022	20,000,000	19,994,949	100.19	20,037,418	6/14/2024	715	3.14%
<b>Sub Total / Average</b>	<b>1.12%</b>			<b>463,176,314</b>	<b>463,986,866</b>	<b>99.36</b>	<b>460,215,823</b>		<b>297</b>	<b>0.98%</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>										
TexasDAILY	1.00%	AAAm	4/30/2016	191,403	191,403	100.00	191,403	N/A	1	1.00%
NexBank	1.60%		2/27/2017	695,078	695,078	100.00	695,078	N/A	1	1.60%
TexPool	1.00%	AAAm	9/30/2015	2,842,069	2,842,069	100.00	2,842,069	N/A	1	1.00%
East West Bank	0.27%		1/10/2022	8,010,185	8,010,185	100.00	8,010,185	7/11/2022	11	0.27%
East West Bank	0.48%		2/1/2022	2,805,529	2,805,529	100.00	2,805,529	8/1/2022	32	0.48%
East West Bank	0.73%		2/16/2022	5,013,518	5,013,518	100.00	5,013,518	8/10/2022	41	0.73%
<b>Sub Total / Average</b>	<b>0.58%</b>			<b>19,557,782</b>	<b>19,557,782</b>	<b>100.00</b>	<b>19,557,782</b>		<b>20</b>	<b>0.58%</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>										
JPMorgan Chase	0.28%		9/30/2015	2,249	2,249	100.00	2,249	N/A	1	0.28%
<b>Sub Total / Average</b>	<b>0.28%</b>			<b>2,249</b>	<b>2,249</b>	<b>100.00</b>	<b>2,249</b>		<b>1</b>	<b>0.28%</b>
<b>Fund 460 - Bond Fund</b>										
TexPool	1.00%	AAAm	9/30/2015	3,755,876	3,755,876	100.00	3,755,876	N/A	1	1.00%
<b>Sub Total / Average</b>	<b>1.00%</b>			<b>3,755,876</b>	<b>3,755,876</b>	<b>100.00</b>	<b>3,755,876</b>		<b>1</b>	<b>1.00%</b>
<b>Fund 462 - 2017 Bond Fund</b>										
TexPool	1.00%	AAAm	5/30/2017	2,002,361	2,002,361	100.00	2,002,361	N/A	1	1.00%
NexBank	1.60%		3/30/2020	1,616,328	1,616,328	100.00	1,616,328	N/A	1	1.60%
Treasury	2.38%	Aaa/AA+/AAA	6/30/2022	6,000,000	5,994,009	99.87	5,992,031	1/31/2023	215	2.55%
<b>Sub Total / Average</b>	<b>1.96%</b>			<b>9,618,689</b>	<b>9,612,698</b>	<b>99.92</b>	<b>9,610,720</b>		<b>134</b>	<b>2.07%</b>
<b>Fund 465 - Road CO Bond Fund</b>										
TexPool	1.00%	AAAm	9/1/2020	10,946,847	10,946,847	100.00	10,946,847	N/A	1	1.00%
Prosperity Bank	0.20%		7/6/2021	10,018,371	10,018,371	100.00	10,018,371	7/6/2022	6	0.20%
Prosperity Bank	0.20%		6/1/2021	7,014,013	7,014,013	100.00	7,014,013	9/1/2022	63	0.20%
Veritex Community Bank	0.30%		2/5/2021	5,620,928	5,620,928	100.00	5,620,928	2/6/2023	221	0.30%

# Holdings by Allocation and Portfolio (Fund)

June 30, 2022

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Treasury	0.13%	Aaa/AA+/AAA	6/2/2022	25,000,000	24,650,908	98.06	24,514,813	3/31/2023	274	2.01%
<b>Sub Total / Average</b>	<b>0.33%</b>			<b>58,600,159</b>	<b>58,251,067</b>	<b>99.17</b>	<b>58,114,971</b>		<b>147</b>	<b>1.13%</b>
<b>Fund 591 - Reserves Fund</b>										
TexPool	1.00%	AAAm	9/30/2015	8,739	8,739	100.00	8,739	N/A	1	1.00%
NexBank	1.60%		4/29/2019	860,996	860,996	100.00	860,996	N/A	1	1.60%
<b>Sub Total / Average</b>	<b>1.59%</b>			<b>869,735</b>	<b>869,735</b>	<b>100.00</b>	<b>869,735</b>		<b>1</b>	<b>1.59%</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>										
TexPool	1.00%	AAAm	9/30/2015	3,430,463	3,430,463	100.00	3,430,463	N/A	1	1.00%
East West Bank	0.27%		1/10/2022	2,002,546	2,002,546	100.00	2,002,546	7/11/2022	11	0.27%
<b>Sub Total / Average</b>	<b>0.73%</b>			<b>5,433,010</b>	<b>5,433,010</b>	<b>100.00</b>	<b>5,433,010</b>		<b>5</b>	<b>0.73%</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>										
TexPool	1.00%	AAAm	8/30/2019	1,889,344	1,889,344	100.00	1,889,344	N/A	1	1.00%
<b>Sub Total / Average</b>	<b>1.00%</b>			<b>1,889,344</b>	<b>1,889,344</b>	<b>100.00</b>	<b>1,889,344</b>		<b>1</b>	<b>1.00%</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>										
NexBank	1.60%		8/30/2020	215,542	215,542	100.00	215,542	N/A	1	1.60%
TexPool	1.00%	AAAm	10/31/2015	220,416	220,416	100.00	220,416	N/A	1	1.00%
<b>Sub Total / Average</b>	<b>1.30%</b>			<b>435,957</b>	<b>435,957</b>	<b>100.00</b>	<b>435,957</b>		<b>1</b>	<b>1.30%</b>
<b>Total / Average</b>	<b>1.03%</b>			<b>\$ 563,339,115</b>	<b>\$ 563,794,584</b>	<b>99.39</b>	<b>\$ 559,885,468</b>		<b>262</b>	<b>1.00%</b>

# Book Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
<b>Fund 000 - Pooled Investments</b>								
JPMorgan Chase	N/A	9/30/2015	N/A	\$ 20,216,825	\$ 6,496,258	\$ 5,465	\$ 26,707,618	\$ 6,490,794
TexPool	N/A	9/30/2015	N/A	10,742,359	12,142,395	13,046,675	9,838,079	(904,280)
TexSTAR	N/A	9/30/2015	N/A	200,554	326	–	200,880	326
TexasDAILY	N/A	9/30/2015	N/A	798,693	43,390,132	21,550,335	22,638,490	21,839,797
TexasDAILY	N/A	6/1/2021	N/A	1,799,438	173,755	341,537	1,631,656	(167,782)
TexasDAILY Select	N/A	12/3/2021	N/A	1,000,657	4,004,670	–	5,005,327	4,004,670
NexBank	N/A	11/29/2016	N/A	30,075,167	11,773,745	–	41,848,912	11,773,745
R Bank	N/A	11/29/2021	N/A	3,502,018	2,577	3,504,595	–	(3,502,018)
Veritex Community Bank	N/A	9/1/2020	N/A	175,996	3,503,012	–	3,679,008	3,503,012
Prosperity Bank	N/A	9/14/2021	N/A	4,506,860	556	4,507,416	–	(4,506,860)
Prosperity Bank	N/A	9/14/2021	N/A	2,001,833	247	2,002,080	–	(2,001,833)
Independent Bank	0.40%	1/11/2021	4/11/2022	20,080,120	–	20,080,120	–	(20,080,120)
Veritex Community Bank	0.20%	2/5/2021	5/5/2022	3,006,005	–	3,006,005	–	(3,006,005)
Prosperity Bank	0.20%	2/12/2021	5/12/2022	4,008,622	681	4,009,303	–	(4,008,622)
Independent Bank	0.30%	5/19/2021	5/19/2022	6,013,621	–	6,013,621	–	(6,013,621)
Allegiance Bank	0.45%	6/17/2020	6/17/2022	12,094,410	–	12,094,410	–	(12,094,410)
Bank OZK	0.50%	7/9/2020	7/11/2022	10,083,618	12,713	–	10,096,331	12,713
Veritex Community Bank	0.24%	2/5/2021	8/5/2022	3,007,206	1,760	–	3,008,966	1,760
Prosperity Bank	0.20%	2/12/2021	8/12/2022	3,006,467	1,516	–	3,007,983	1,516
Arlington TX HGR EDU	0.50%	4/28/2021	8/15/2022	500,000	–	–	500,000	–
Bexar Co Txb Ref	0.33%	9/23/2021	8/15/2022	560,000	–	–	560,000	–
City of Bryan TX	0.45%	11/19/2020	8/15/2022	500,000	–	–	500,000	–
Denton ISD	0.00%	12/17/2020	8/15/2022	499,136	–	–	499,710	574
City of Austin GO	0.27%	10/6/2020	9/1/2022	700,000	–	–	700,000	–
Prosperity Bank	0.20%	6/1/2021	9/1/2022	3,004,491	1,515	–	3,006,005	1,515
Veritex Community Bank	0.18%	3/5/2021	9/5/2022	8,014,410	3,636	–	8,018,046	3,636
State of Texas	2.52%	10/14/2021	10/1/2022	5,059,513	–	–	5,030,080	(29,433)
State of Texas	1.61%	3/19/2021	10/1/2022	3,273,888	–	–	3,262,074	(11,814)
Prosperity Bank	0.40%	10/15/2020	10/17/2022	6,034,005	6,086	–	6,040,091	6,086
Veritex Community Bank	0.26%	2/5/2021	11/4/2022	3,007,808	1,907	–	3,009,714	1,907
Prosperity Bank	0.20%	2/12/2021	11/14/2022	3,006,467	1,516	–	3,007,983	1,516
R Bank	0.48%	11/24/2021	11/23/2022	4,004,842	4,637	–	4,009,480	4,637
Bank OZK	0.28%	12/7/2020	12/7/2022	5,017,543	3,555	–	5,021,098	3,555
Prosperity Bank	0.20%	6/9/2021	12/9/2022	10,014,969	5,049	–	10,020,018	5,049
Veritex Community Bank	0.28%	1/6/2021	1/6/2023	4,011,212	2,769	–	4,013,981	2,769
R Bank	0.57%	7/6/2021	1/6/2023	1,002,888	1,415	–	1,004,303	1,415
Treasury	0.13%	1/5/2022	1/31/2023	4,987,313	–	–	4,991,086	3,773
San Antonio TX Elec.	2.41%	4/13/2022	2/1/2023	–	500,000	–	500,000	500,000
Veritex Community Bank	0.30%	2/5/2021	2/6/2023	4,413,215	3,228	–	4,416,443	3,228
FFCB	0.16%	11/22/2021	2/10/2023	4,995,739	–	–	4,996,966	1,227
Eagle Pass Texas	4.00%	6/7/2021	3/1/2023	667,466	–	–	661,363	(6,103)
Prosperity Bank	0.25%	3/5/2021	3/6/2023	10,025,029	6,318	–	10,031,347	6,318
Bank OZK	0.26%	3/8/2021	3/8/2023	2,535,695	1,669	–	2,537,364	1,669
FFCB	0.13%	3/26/2021	3/23/2023	8,997,790	–	–	8,998,354	563
Prosperity Bank	0.20%	4/12/2021	4/12/2023	5,009,158	2,526	–	5,011,684	2,526
FFCB	0.13%	4/13/2021	4/13/2023	4,996,582	–	–	4,997,405	823
FFCB	0.38%	1/28/2022	4/27/2023	3,977,636	–	–	3,982,828	5,192
Prosperity Bank	0.20%	5/19/2021	5/19/2023	10,016,670	5,050	–	10,021,720	5,050
FNMA	0.25%	6/23/2022	5/22/2023	–	4,882,520	–	4,883,936	4,883,936
Veritex Community Bank	0.20%	6/1/2021	6/1/2023	20,029,933	10,097	–	20,040,030	10,097
Bank OZK	0.20%	6/9/2021	6/9/2023	8,012,035	4,060	–	8,016,095	4,060
R Bank	0.70%	7/6/2021	7/6/2023	1,003,545	1,739	–	1,005,284	1,739



# Book Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Treasury	1.25%	7/7/2021	7/31/2023	8,109,397	—	—	8,088,956	(20,442)
Veritex Community Bank	0.25%	7/30/2021	7/31/2023	7,008,825	4,321	—	7,013,145	4,321
Arlington TX HGR EDU	0.63%	4/28/2021	8/15/2023	1,460,000	—	—	1,460,000	—
Dallas ISD	4.00%	4/22/2021	8/15/2023	4,409,925	—	—	4,370,965	(38,961)
Veritex Community Bank	0.25%	8/23/2021	8/23/2023	4,405,547	2,686	—	4,408,233	2,686
FHLMC	0.25%	1/28/2022	8/24/2023	4,944,725	—	—	4,954,569	9,843
FNMA	2.88%	3/30/2022	9/12/2023	4,038,122	—	—	4,031,577	(6,545)
Treasury	0.25%	9/30/2021	9/30/2023	9,993,109	—	—	9,994,253	1,144
FHLMC	2.00%	2/28/2022	10/17/2023	5,034,625	—	—	5,029,048	(5,577)
Treasury	2.88%	11/22/2021	10/31/2023	10,378,550	—	—	10,319,055	(59,496)
FHLB	0.50%	11/12/2021	11/9/2023	4,998,140	—	—	4,998,428	288
Treasury	2.88%	11/10/2021	11/30/2023	5,201,890	—	—	5,171,722	(30,167)
Treasury	0.50%	6/23/2022	11/30/2023	—	4,825,204	—	4,825,984	4,825,984
FHLB	0.50%	12/7/2021	12/8/2023	7,977,293	—	—	7,980,642	3,349
FHLB	0.63%	1/5/2022	12/22/2023	4,987,489	—	—	4,989,293	1,804
FFCB	0.90%	1/28/2022	1/18/2024	4,974,312	—	—	4,977,865	3,553
Treasury	2.25%	1/5/2022	1/31/2024	8,215,790	—	—	8,186,524	(29,265)
Treasury	2.38%	2/14/2022	2/29/2024	14,204,509	—	—	14,177,923	(26,586)
FHLB	1.88%	2/28/2022	3/8/2024	15,075,031	—	—	15,065,387	(9,644)
FAMC	2.58%	4/18/2022	4/18/2024	—	10,000,000	—	10,000,000	10,000,000
Treasury	2.25%	3/30/2022	4/30/2024	9,962,150	—	—	9,966,676	4,526
FAMC	2.65%	5/9/2022	5/2/2024	—	2,997,150	—	2,995,920	2,995,920
FFCB	2.63%	6/2/2022	5/3/2024	—	3,054,872	—	3,048,524	3,048,524
Treasury	2.50%	6/2/2022	5/31/2024	—	6,979,628	—	6,979,491	6,979,491
FHLB	3.13%	6/23/2022	6/14/2024	—	19,998,372	—	19,994,949	19,994,949
<b>Sub Total/Average Fund 000 - Pooled Investments</b>				<b>419,578,876</b>	<b>134,815,868</b>	<b>90,161,561</b>	<b>463,986,866</b>	<b>44,407,991</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>								
TexPool	N/A	9/30/2015	N/A	2,694,797	316,721	169,449	2,842,069	147,273
TexasDAILY	N/A	4/30/2016	N/A	191,088	315	—	191,403	315
NexBank	N/A	2/27/2017	N/A	693,628	1,450	—	695,078	1,450
East West Bank	0.27%	1/10/2022	7/11/2022	8,004,795	5,390	—	8,010,185	5,390
East West Bank	0.48%	2/1/2022	8/1/2022	2,802,173	3,355	—	2,805,529	3,355
East West Bank	0.73%	2/16/2022	8/10/2022	5,004,402	9,116	—	5,013,518	9,116
<b>Sub Total/Average Fund 170 - Interest &amp; Sinking GO Bonds</b>				<b>19,390,883</b>	<b>336,348</b>	<b>169,449</b>	<b>19,557,782</b>	<b>166,899</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>								
JPMorgan Chase	N/A	9/30/2015	N/A	4,525	—	2,276	2,249	(2,276)
<b>Sub Total/Average Fund 210 - Interest &amp; Sinking Debt Service</b>				<b>4,525</b>	<b>—</b>	<b>2,276</b>	<b>2,249</b>	<b>(2,276)</b>
<b>Fund 460 - Bond Fund</b>								
TexPool	N/A	9/30/2015	N/A	—	6,242,653	2,486,776	3,755,876	3,755,876
<b>Sub Total/Average Fund 460 - Bond Fund</b>				<b>—</b>	<b>6,242,653</b>	<b>2,486,776</b>	<b>3,755,876</b>	<b>3,755,876</b>
<b>Fund 462 - 2017 Bond Fund</b>								
TexPool	N/A	5/30/2017	N/A	3,331,941	4,814	1,334,394	2,002,361	(1,329,580)
NexBank	N/A	3/30/2020	N/A	1,612,956	3,371	—	1,616,328	3,371
East West Bank	0.26%	12/28/2021	6/28/2022	6,004,019	2,609	6,006,628	—	(6,004,019)
Treasury	2.38%	6/30/2022	1/31/2023	—	6,053,056	—	5,994,009	5,994,009
<b>Sub Total/Average Fund 462 - 2017 Bond Fund</b>				<b>10,948,916</b>	<b>6,063,851</b>	<b>7,341,023</b>	<b>9,612,698</b>	<b>(1,336,218)</b>
<b>Fund 465 - Road CO Bond Fund</b>								
TexPool	N/A	9/1/2020	N/A	32,088	27,528,189	16,613,430	10,946,847	10,914,759
NexBank	N/A	3/30/2022	N/A	6,691,345	—	6,691,345	—	(6,691,345)

# Book Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
East West Bank	0.18%	12/9/2021	6/9/2022	8,004,459	2,408	8,006,868	—	(8,004,459)
Prosperity Bank	0.20%	7/6/2021	7/6/2022	10,013,323	5,049	—	10,018,371	5,049
Prosperity Bank	0.20%	6/1/2021	9/1/2022	7,010,478	3,535	—	7,014,013	3,535
Veritex Community Bank	0.30%	2/5/2021	2/6/2023	5,616,819	4,109	—	5,620,928	4,109
Treasury	0.13%	6/2/2022	3/31/2023	—	24,620,613	—	24,650,908	24,650,908
<b>Sub Total/Average Fund 465 -Road CO Bond Fund</b>				<b>37,368,513</b>	<b>52,163,902</b>	<b>31,311,643</b>	<b>58,251,067</b>	<b>20,882,554</b>
<b>Fund 591 - Reserves Fund</b>								
TexPool	N/A	9/30/2015	N/A	8,725	14	—	8,739	14
NexBank	N/A	4/29/2019	N/A	859,200	1,796	—	860,996	1,796
<b>Sub Total/Average Fund 591 - Reserves Fund</b>				<b>867,925</b>	<b>1,810</b>	<b>—</b>	<b>869,735</b>	<b>1,810</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>								
TexPool	N/A	9/30/2015	N/A	3,574,046	5,590	149,173	3,430,463	(143,582)
East West Bank	0.27%	1/10/2022	7/11/2022	2,001,199	1,348	—	2,002,546	1,348
<b>Sub Total/Average Fund 602 - Interest &amp; Sinking Revenue Bonds</b>				<b>5,575,244</b>	<b>6,938</b>	<b>149,173</b>	<b>5,433,010</b>	<b>(142,235)</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>								
TexPool	N/A	8/30/2019	N/A	795,644	1,093,700	—	1,889,344	1,093,700
<b>Sub Total/Average Fund 605 - Kalahari Debt Service Reserve</b>				<b>795,644</b>	<b>1,093,700</b>	<b>—</b>	<b>1,889,344</b>	<b>1,093,700</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>								
TexPool	N/A	10/31/2015	N/A	221,101	438	1,123	220,416	(685)
NexBank	N/A	8/30/2020	N/A	215,879	450	787	215,542	(337)
<b>Sub Total/Average Fund 863 - Drainage Utility Revenue Bond</b>				<b>436,980</b>	<b>887</b>	<b>1,910</b>	<b>435,957</b>	<b>(1,023)</b>
<b>Total / Average</b>				<b>\$ 494,967,505</b>	<b>\$ 200,725,958</b>	<b>\$ 131,623,811</b>	<b>\$ 563,794,584</b>	<b>\$ 68,827,079</b>

# Market Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
<b>Fund 000 - Pooled Investments</b>								
JPMorgan Chase	N/A	9/30/2015	N/A	\$ 20,216,825	\$ 6,496,258	\$ 5,465	\$ 26,707,618	\$ -
TexPool	N/A	9/30/2015	N/A	10,742,359	12,142,395	13,046,675	9,838,079	-
TexSTAR	N/A	9/30/2015	N/A	200,554	326	-	200,880	-
TexasDAILY	N/A	9/30/2015	N/A	798,693	43,390,132	21,550,335	22,638,490	-
TexasDAILY	N/A	6/1/2021	N/A	1,799,438	173,755	341,537	1,631,656	-
TexasDAILY Select	N/A	12/3/2021	N/A	1,000,657	4,004,670	-	5,005,327	-
NexBank	N/A	11/29/2016	N/A	30,075,167	11,773,745	-	41,848,912	-
R Bank	N/A	11/29/2021	N/A	3,502,018	2,577	3,504,595	-	-
Veritex Community Bank	N/A	9/1/2020	N/A	175,996	3,503,012	-	3,679,008	-
Prosperity Bank	N/A	9/14/2021	N/A	4,506,860	556	4,507,416	-	-
Prosperity Bank	N/A	9/14/2021	N/A	2,001,833	247	2,002,080	-	-
Independent Bank	0.40%	1/11/2021	4/11/2022	20,080,120	-	20,080,120	-	-
Veritex Community Bank	0.20%	2/5/2021	5/5/2022	3,006,005	-	3,006,005	-	-
Prosperity Bank	0.20%	2/12/2021	5/12/2022	4,008,622	681	4,009,303	-	-
Independent Bank	0.30%	5/19/2021	5/19/2022	6,013,621	-	6,013,621	-	-
Allegiance Bank	0.45%	6/17/2020	6/17/2022	12,094,410	-	12,094,410	-	-
Bank OZK	0.50%	7/9/2020	7/11/2022	10,083,618	12,713	-	10,096,331	-
Veritex Community Bank	0.24%	2/5/2021	8/5/2022	3,007,206	1,760	-	3,008,966	-
Prosperity Bank	0.20%	2/12/2021	8/12/2022	3,006,467	1,516	-	3,007,983	-
Arlington TX HGR EDU	0.50%	4/28/2021	8/15/2022	497,280	-	-	498,555	1,275
Bexar Co Txb Ref	0.33%	9/23/2021	8/15/2022	558,678	-	-	558,908	230
City of Bryan TX	0.45%	11/19/2020	8/15/2022	498,980	-	-	499,285	305
Denton ISD	0.00%	12/17/2020	8/15/2022	498,110	-	-	498,925	815
City of Austin GO	0.27%	10/6/2020	9/1/2022	698,138	-	-	698,453	315
Prosperity Bank	0.20%	6/1/2021	9/1/2022	3,004,491	1,515	-	3,006,005	-
Veritex Community Bank	0.18%	3/5/2021	9/5/2022	8,014,410	3,636	-	8,018,046	-
State of Texas	2.52%	10/14/2021	10/1/2022	5,035,450	-	-	5,008,950	(26,500)
State of Texas	1.61%	3/19/2021	10/1/2022	3,258,710	-	-	3,248,895	(9,815)
Prosperity Bank	0.40%	10/15/2020	10/17/2022	6,034,005	6,086	-	6,040,091	-
Veritex Community Bank	0.26%	2/5/2021	11/4/2022	3,007,808	1,907	-	3,009,714	-
Prosperity Bank	0.20%	2/12/2021	11/14/2022	3,006,467	1,516	-	3,007,983	-
R Bank	0.48%	11/24/2021	11/23/2022	4,004,842	4,637	-	4,009,480	-
Bank OZK	0.28%	12/7/2020	12/7/2022	5,017,543	3,555	-	5,021,098	-
Prosperity Bank	0.20%	6/9/2021	12/9/2022	10,014,969	5,049	-	10,020,018	-
Veritex Community Bank	0.28%	1/6/2021	1/6/2023	4,011,212	2,769	-	4,013,981	-
R Bank	0.57%	7/6/2021	1/6/2023	1,002,888	1,415	-	1,004,303	-
Treasury	0.13%	1/5/2022	1/31/2023	4,940,820	-	-	4,929,464	(11,356)
San Antonio TX Elec.	2.41%	4/13/2022	2/1/2023	-	500,000	-	498,375	(1,625)
Veritex Community Bank	0.30%	2/5/2021	2/6/2023	4,413,215	3,228	-	4,416,443	-
FFCB	0.16%	11/22/2021	2/10/2023	4,948,121	-	-	4,919,492	(28,630)
Eagle Pass Texas	4.00%	6/7/2021	3/1/2023	659,009	-	-	655,101	(3,909)
Prosperity Bank	0.25%	3/5/2021	3/6/2023	10,025,029	6,318	-	10,031,347	-
Bank OZK	0.26%	3/8/2021	3/8/2023	2,535,695	1,669	-	2,537,364	-
FFCB	0.13%	3/26/2021	3/23/2023	8,859,337	-	-	8,824,560	(34,777)
Prosperity Bank	0.20%	4/12/2021	4/12/2023	5,009,158	2,526	-	5,011,684	-
FFCB	0.13%	4/13/2021	4/13/2023	4,917,493	-	-	4,894,911	(22,582)
FFCB	0.38%	1/28/2022	4/27/2023	3,938,164	-	-	3,917,041	(21,123)
Prosperity Bank	0.20%	5/19/2021	5/19/2023	10,016,670	5,050	-	10,021,720	-
FNMA	0.25%	6/23/2022	5/22/2023	-	4,882,520	-	4,883,371	1,927
Veritex Community Bank	0.20%	6/1/2021	6/1/2023	20,029,933	10,097	-	20,040,030	-
Bank OZK	0.20%	6/9/2021	6/9/2023	8,012,035	4,060	-	8,016,095	-
R Bank	0.70%	7/6/2021	7/6/2023	1,003,545	1,739	-	1,005,284	-

# Market Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Treasury	1.25%	7/7/2021	7/31/2023	7,917,187	—	—	7,858,743	(58,444)
Veritex Community Bank	0.25%	7/30/2021	7/31/2023	7,008,825	4,321	—	7,013,145	—
Arlington TX HGR EDU	0.63%	4/28/2021	8/15/2023	1,426,376	—	—	1,417,558	(8,818)
Dallas ISD	4.00%	4/22/2021	8/15/2023	4,306,923	—	—	4,239,635	(67,288)
Veritex Community Bank	0.25%	8/23/2021	8/23/2023	4,405,547	2,686	—	4,408,233	—
FHLMC	0.25%	1/28/2022	8/24/2023	4,872,594	—	—	4,850,686	(21,909)
FNMA	2.88%	3/30/2022	9/12/2023	4,040,575	—	—	3,998,864	(41,711)
Treasury	0.25%	9/30/2021	9/30/2023	9,722,265	—	—	9,675,159	(47,106)
FHLMC	2.00%	2/28/2022	10/17/2023	5,002,900	—	—	4,939,565	(63,336)
Treasury	2.88%	11/22/2021	10/31/2023	10,106,640	—	—	9,990,234	(116,406)
FHLB	0.50%	11/12/2021	11/9/2023	4,866,498	—	—	4,836,804	(29,694)
Treasury	2.88%	11/10/2021	11/30/2023	5,052,344	—	—	4,996,623	(55,721)
Treasury	0.50%	6/23/2022	11/30/2023	—	4,825,204	—	4,832,339	8,706
FHLB	0.50%	12/7/2021	12/8/2023	7,779,518	—	—	7,733,141	(46,377)
FHLB	0.63%	1/5/2022	12/22/2023	4,860,091	—	—	4,834,094	(25,997)
FFCB	0.90%	1/28/2022	1/18/2024	4,892,219	—	—	4,844,765	(47,454)
Treasury	2.25%	1/5/2022	1/31/2024	7,991,562	—	—	7,914,778	(76,785)
Treasury	2.38%	2/14/2022	2/29/2024	14,015,312	—	—	13,874,923	(140,389)
FHLB	1.88%	2/28/2022	3/8/2024	14,872,251	—	—	14,734,104	(138,147)
FAMC	2.58%	4/18/2022	4/18/2024	—	10,000,000	—	9,927,763	(72,237)
Treasury	2.25%	3/30/2022	4/30/2024	9,973,437	—	—	9,876,563	(96,874)
FAMC	2.65%	5/9/2022	5/2/2024	—	2,997,150	—	2,980,515	(15,090)
FFCB	2.63%	6/2/2022	5/3/2024	—	3,054,872	—	3,029,475	(18,946)
Treasury	2.50%	6/2/2022	5/31/2024	—	6,979,628	—	6,942,478	(36,194)
FHLB	3.13%	6/23/2022	6/14/2024	—	19,998,372	—	20,037,418	42,518
<b>Sub Total/Average Fund 000 - Pooled Investments</b>				<b>416,905,735</b>	<b>134,815,868</b>	<b>90,161,561</b>	<b>460,215,823</b>	<b>(1,329,145)</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>								
TexPool	N/A	9/30/2015	N/A	2,694,797	316,721	169,449	2,842,069	—
TexasDAILY	N/A	4/30/2016	N/A	191,088	315	—	191,403	—
NexBank	N/A	2/27/2017	N/A	693,628	1,450	—	695,078	—
East West Bank	0.27%	1/10/2022	7/11/2022	8,004,795	5,390	—	8,010,185	—
East West Bank	0.48%	2/1/2022	8/1/2022	2,802,173	3,355	—	2,805,529	—
East West Bank	0.73%	2/16/2022	8/10/2022	5,004,402	9,116	—	5,013,518	—
<b>Sub Total/Average Fund 170 - Interest &amp; Sinking GO Bonds</b>				<b>19,390,883</b>	<b>336,348</b>	<b>169,449</b>	<b>19,557,782</b>	<b>—</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>								
JPMorgan Chase	N/A	9/30/2015	N/A	4,525	—	2,276	2,249	—
<b>Sub Total/Average Fund 210 - Interest &amp; Sinking Debt Service</b>				<b>4,525</b>	<b>—</b>	<b>2,276</b>	<b>2,249</b>	<b>—</b>
<b>Fund 460 - Bond Fund</b>								
TexPool	N/A	9/30/2015	N/A	—	6,242,653	2,486,776	3,755,876	—
<b>Sub Total/Average Fund 460 - Bond Fund</b>				<b>—</b>	<b>6,242,653</b>	<b>2,486,776</b>	<b>3,755,876</b>	<b>—</b>
<b>Fund 462 - 2017 Bond Fund</b>								
TexPool	N/A	5/30/2017	N/A	3,331,941	4,814	1,334,394	2,002,361	—
NexBank	N/A	3/30/2020	N/A	1,612,956	3,371	—	1,616,328	—
East West Bank	0.26%	12/28/2021	6/28/2022	6,004,019	2,609	6,006,628	—	—
Treasury	2.38%	6/30/2022	1/31/2023	—	6,053,056	—	5,992,031	(1,978)
<b>Sub Total/Average Fund 462 - 2017 Bond Fund</b>				<b>10,948,916</b>	<b>6,063,851</b>	<b>7,341,023</b>	<b>9,610,720</b>	<b>(1,978)</b>
<b>Fund 465 - Road CO Bond Fund</b>								
TexPool	N/A	9/1/2020	N/A	32,088	27,528,189	16,613,430	10,946,847	—
NexBank	N/A	3/30/2022	N/A	6,691,345	—	6,691,345	—	—

# Market Value Comparison

June 30, 2022

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
East West Bank	0.18%	12/9/2021	6/9/2022	8,004,459	2,408	8,006,868	—	—
Prosperity Bank	0.20%	7/6/2021	7/6/2022	10,013,323	5,049	—	10,018,371	—
Prosperity Bank	0.20%	6/1/2021	9/1/2022	7,010,478	3,535	—	7,014,013	—
Veritex Community Bank	0.30%	2/5/2021	2/6/2023	5,616,819	4,109	—	5,620,928	—
Treasury	0.13%	6/2/2022	3/31/2023	—	24,620,613	—	24,514,813	(100,422)
<b>Sub Total/Average Fund 465 -Road CO Bond Fund</b>				<b>37,368,513</b>	<b>52,163,902</b>	<b>31,311,643</b>	<b>58,114,971</b>	<b>(100,422)</b>
<b>Fund 591 - Reserves Fund</b>								
TexPool	N/A	9/30/2015	N/A	8,725	14	—	8,739	—
NexBank	N/A	4/29/2019	N/A	859,200	1,796	—	860,996	—
<b>Sub Total/Average Fund 591 - Reserves Fund</b>				<b>867,925</b>	<b>1,810</b>	<b>—</b>	<b>869,735</b>	<b>—</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>								
TexPool	N/A	9/30/2015	N/A	3,574,046	5,590	149,173	3,430,463	—
East West Bank	0.27%	1/10/2022	7/11/2022	2,001,199	1,348	—	2,002,546	—
<b>Sub Total/Average Fund 602 - Interest &amp; Sinking Revenue Bonds</b>				<b>5,575,244</b>	<b>6,938</b>	<b>149,173</b>	<b>5,433,010</b>	<b>—</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>								
TexPool	N/A	8/30/2019	N/A	795,644	1,093,700	—	1,889,344	—
<b>Sub Total/Average Fund 605 - Kalahari Debt Service Reserve</b>				<b>795,644</b>	<b>1,093,700</b>	<b>—</b>	<b>1,889,344</b>	<b>—</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>								
TexPool	N/A	10/31/2015	N/A	221,101	438	1,123	220,416	—
NexBank	N/A	8/30/2020	N/A	215,879	450	787	215,542	—
<b>Sub Total/Average Fund 863 - Drainage Utility Revenue Bond</b>				<b>436,980</b>	<b>887</b>	<b>1,910</b>	<b>435,957</b>	<b>—</b>
<b>Total / Average</b>				<b>\$ 492,294,365</b>	<b>\$ 200,725,958</b>	<b>\$ 131,623,811</b>	<b>\$ 559,885,468</b>	<b>\$ (1,431,545)</b>

# Holdings by Allocation and Portfolio (Fund)

March 31, 2022

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 000 - Pooled Investments</b>										
NexBank	0.55%		11/29/2016	\$ 30,075,167	\$ 30,075,167	100.00	\$ 30,075,167	N/A	1	0.55%
TexasDAILY	0.14%	AAAm	6/1/2021	1,799,438	1,799,438	100.00	1,799,438	N/A	1	0.14%
TexasDAILY Select	0.32%	AAAm	12/3/2021	1,000,657	1,000,657	100.00	1,000,657	N/A	1	0.32%
Veritex Community Bank	0.27%		9/1/2020	175,996	175,996	100.00	175,996	N/A	1	0.27%
R Bank	0.25%		11/29/2021	3,502,018	3,502,018	100.00	3,502,018	N/A	1	0.25%
JPMorgan Chase	0.15%		9/30/2015	20,216,825	20,216,825	100.00	20,216,825	N/A	1	0.15%
TexSTAR	0.11%	AAAm	9/30/2015	200,554	200,554	100.00	200,554	N/A	1	0.11%
TexPool	0.15%	AAAm	9/30/2015	10,742,359	10,742,359	100.00	10,742,359	N/A	1	0.15%
Prosperity Bank	0.15%		9/14/2021	4,506,860	4,506,860	100.00	4,506,860	N/A	1	0.15%
TexasDAILY	0.14%	AAAm	9/30/2015	798,693	798,693	100.00	798,693	N/A	1	0.14%
Prosperity Bank	0.15%		9/14/2021	2,001,833	2,001,833	100.00	2,001,833	N/A	1	0.15%
Independent Bank	0.40%		1/11/2021	20,080,120	20,080,120	100.00	20,080,120	4/11/2022	11	0.40%
Veritex Community Bank	0.20%		2/5/2021	3,006,005	3,006,005	100.00	3,006,005	5/5/2022	35	0.20%
Prosperity Bank	0.20%		2/12/2021	4,008,622	4,008,622	100.00	4,008,622	5/12/2022	42	0.20%
Independent Bank	0.30%		5/19/2021	6,013,621	6,013,621	100.00	6,013,621	5/19/2022	49	0.30%
Allegiance Bank	0.45%		6/17/2020	12,094,410	12,094,410	100.00	12,094,410	6/17/2022	78	0.45%
Bank OZK	0.50%		7/9/2020	10,083,618	10,083,618	100.00	10,083,618	7/11/2022	102	0.50%
Veritex Community Bank	0.24%		2/5/2021	3,007,206	3,007,206	100.00	3,007,206	8/5/2022	127	0.24%
Prosperity Bank	0.20%		2/12/2021	3,006,467	3,006,467	100.00	3,006,467	8/12/2022	134	0.20%
Bexar Co Txb Ref	0.33%	A2/AA/A-	9/23/2021	560,000	560,000	99.76	558,678	8/15/2022	137	0.33%
Arlington TX HGR EDU	0.50%	-/AAA/-	4/28/2021	500,000	500,000	99.46	497,280	8/15/2022	137	0.50%
Denton ISD	0.00%	-/AAA/AAA	12/17/2020	500,000	499,136	99.62	498,110	8/15/2022	137	0.46%
City of Bryan TX	0.45%	-/AA/-	11/19/2020	500,000	500,000	99.80	498,980	8/15/2022	137	0.45%
City of Austin GO	0.27%	Aa1/AAA/AA+	10/6/2020	700,000	700,000	99.73	698,138	9/1/2022	154	0.27%
Prosperity Bank	0.20%		6/1/2021	3,004,491	3,004,491	100.00	3,004,491	9/1/2022	154	0.20%
Veritex Community Bank	0.18%		3/5/2021	8,014,410	8,014,410	100.00	8,014,410	9/5/2022	158	0.18%
State of Texas	1.61%	Aaa/AAA/-	3/19/2021	3,250,000	3,273,888	100.27	3,258,710	10/1/2022	184	0.15%
State of Texas	2.52%	Aaa/AAA/-	10/14/2021	5,000,000	5,059,513	100.71	5,035,450	10/1/2022	184	0.15%
Prosperity Bank	0.40%		10/15/2020	6,034,005	6,034,005	100.00	6,034,005	10/17/2022	200	0.40%
Veritex Community Bank	0.26%		2/5/2021	3,007,808	3,007,808	100.00	3,007,808	11/4/2022	218	0.26%
Prosperity Bank	0.20%		2/12/2021	3,006,467	3,006,467	100.00	3,006,467	11/14/2022	228	0.20%
R Bank	0.48%		11/24/2021	4,004,842	4,004,842	100.00	4,004,842	11/23/2022	237	0.48%
Bank OZK	0.28%		12/7/2020	5,017,543	5,017,543	100.00	5,017,543	12/7/2022	251	0.28%
Prosperity Bank	0.20%		6/9/2021	10,014,969	10,014,969	100.00	10,014,969	12/9/2022	253	0.20%
Veritex Community Bank	0.28%		1/6/2021	4,011,212	4,011,212	100.00	4,011,212	1/6/2023	281	0.28%
R Bank	0.57%		7/6/2021	1,002,888	1,002,888	100.00	1,002,888	1/6/2023	281	0.57%
Treasury	0.13%	Aaa/AAA/AAA	1/5/2022	5,000,000	4,987,313	98.82	4,940,820	1/31/2023	306	0.43%
Veritex Community Bank	0.30%		2/5/2021	4,413,215	4,413,215	100.00	4,413,215	2/6/2023	312	0.30%
FFCB	0.16%	Aaa/AA+/AAA	11/22/2021	5,000,000	4,995,739	98.96	4,948,121	2/10/2023	316	0.26%
Eagle Pass Texas	4.00%	-/AA/-	6/7/2021	645,000	667,466	102.17	659,009	3/1/2023	335	0.20%
Prosperity Bank	0.25%		3/5/2021	10,025,029	10,025,029	100.00	10,025,029	3/6/2023	340	0.25%
Bank OZK	0.26%		3/8/2021	2,535,695	2,535,695	100.00	2,535,695	3/8/2023	342	0.26%
FFCB	0.13%	Aaa/AA+/AAA	3/26/2021	9,000,000	8,997,790	98.44	8,859,337	3/23/2023	357	0.15%
Prosperity Bank	0.20%		4/12/2021	5,009,158	5,009,158	100.00	5,009,158	4/12/2023	377	0.20%
FFCB	0.13%	Aaa/AA+/AAA	4/13/2021	5,000,000	4,996,582	98.35	4,917,493	4/13/2023	378	0.19%
FFCB	0.38%	Aaa/AA+/AAA	1/28/2022	4,000,000	3,977,636	98.45	3,938,164	4/27/2023	392	0.90%
Prosperity Bank	0.20%		5/19/2021	10,016,670	10,016,670	100.00	10,016,670	5/19/2023	414	0.20%
Veritex Community Bank	0.20%		6/1/2021	20,029,933	20,029,933	100.00	20,029,933	6/1/2023	427	0.20%

# Holdings by Allocation and Portfolio (Fund)

March 31, 2022

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Bank OZK	0.20%		6/9/2021	8,012,035	8,012,035	100.00	8,012,035	6/9/2023	435	0.20%
R Bank	0.70%		7/6/2021	1,003,545	1,003,545	100.00	1,003,545	7/6/2023	462	0.70%
Treasury	1.25%	Aaa/AAA/AAA	7/7/2021	8,000,000	8,109,397	98.96	7,917,187	7/31/2023	487	0.22%
Veritex Community Bank	0.25%		7/30/2021	7,008,825	7,008,825	100.00	7,008,825	7/31/2023	487	0.25%
Dallas ISD	4.00%	Aaa/AAA/AAA	4/22/2021	4,195,000	4,409,925	102.67	4,306,923	8/15/2023	502	0.26%
Arlington TX HGR EDU	0.63%	-/AAA/-	4/28/2021	1,460,000	1,460,000	97.70	1,426,376	8/15/2023	502	0.63%
Veritex Community Bank	0.25%		8/23/2021	4,405,547	4,405,547	100.00	4,405,547	8/23/2023	510	0.25%
FHLMC	0.25%	Aaa/AA+/AAA	1/28/2022	5,000,000	4,944,725	97.45	4,872,594	8/24/2023	511	1.05%
FNMA	2.88%	Aaa/AA+/AAA	3/30/2022	4,000,000	4,038,122	101.01	4,040,575	9/12/2023	530	2.20%
Treasury	0.25%	Aaa/AAA/AAA	9/30/2021	10,000,000	9,993,109	97.22	9,722,265	9/30/2023	548	0.30%
FHLMC	2.00%	Aaa/AA+/AAA	2/28/2022	5,000,000	5,034,625	100.06	5,002,900	10/17/2023	565	1.55%
Treasury	2.88%	Aaa/AAA/AAA	11/22/2021	10,000,000	10,378,550	101.07	10,106,640	10/31/2023	579	0.47%
FHLB	0.50%	Aaa/AA+/-	11/12/2021	5,000,000	4,998,140	97.33	4,866,498	11/9/2023	588	0.52%
Treasury	2.88%	Aaa/AAA/AAA	11/10/2021	5,000,000	5,201,890	101.05	5,052,344	11/30/2023	609	0.44%
FHLB	0.50%	Aaa/AA+/-	12/7/2021	8,000,000	7,977,293	97.24	7,779,518	12/8/2023	617	0.67%
FHLB	0.63%	Aaa/AA+/-	1/5/2022	5,000,000	4,987,489	97.20	4,860,091	12/22/2023	631	0.77%
FFCB	0.90%	Aaa/AA+/AAA	1/28/2022	5,000,000	4,974,312	97.84	4,892,219	1/18/2024	658	1.19%
Treasury	2.25%	Aaa/AAA/AAA	1/5/2022	8,000,000	8,215,790	99.89	7,991,562	1/31/2024	671	0.77%
Treasury	2.38%	Aaa/AAA/AAA	2/14/2022	14,000,000	14,204,509	100.11	14,015,312	2/29/2024	700	1.60%
FHLB	1.88%	Aaa/AA+/-	2/28/2022	15,000,000	15,075,031	99.15	14,872,251	3/8/2024	708	1.61%
Treasury	2.25%	Aaa/AAA/AAA	3/30/2022	10,000,000	9,962,150	99.73	9,973,437	4/30/2024	761	2.44%
<b>Sub Total / Average</b>	<b>0.75%</b>			<b>418,208,754</b>	<b>419,578,876</b>	<b>99.69</b>	<b>416,905,735</b>		<b>316</b>	<b>0.52%</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>										
TexasDAILY	0.14%	AAAm	4/30/2016	191,088	191,088	100.00	191,088	N/A	1	0.14%
NexBank	0.55%		2/27/2017	693,628	693,628	100.00	693,628	N/A	1	0.55%
TexPool	0.15%	AAAm	9/30/2015	2,694,797	2,694,797	100.00	2,694,797	N/A	1	0.15%
East West Bank	0.27%		1/10/2022	8,004,795	8,004,795	100.00	8,004,795	7/11/2022	102	0.27%
East West Bank	0.48%		2/1/2022	2,802,173	2,802,173	100.00	2,802,173	8/1/2022	123	0.48%
East West Bank	0.73%		2/16/2022	5,004,402	5,004,402	100.00	5,004,402	8/10/2022	132	0.73%
<b>Sub Total / Average</b>	<b>0.41%</b>			<b>19,390,883</b>	<b>19,390,883</b>	<b>100.00</b>	<b>19,390,883</b>		<b>94</b>	<b>0.41%</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>										
JPMorgan Chase	0.15%		9/30/2015	4,525	4,525	100.00	4,525	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.15%</b>			<b>4,525</b>	<b>4,525</b>	<b>100.00</b>	<b>4,525</b>		<b>1</b>	<b>0.15%</b>
<b>Fund 462 - 2017 Bond Fund</b>										
TexPool	0.15%	AAAm	5/30/2017	3,331,941	3,331,941	100.00	3,331,941	N/A	1	0.15%
NexBank	0.55%		3/30/2020	1,612,956	1,612,956	100.00	1,612,956	N/A	1	0.55%
East West Bank	0.26%		12/28/2021	6,004,019	6,004,019	100.00	6,004,019	6/28/2022	89	0.26%
<b>Sub Total / Average</b>	<b>0.27%</b>			<b>10,948,916</b>	<b>10,948,916</b>	<b>100.00</b>	<b>10,948,916</b>		<b>49</b>	<b>0.27%</b>
<b>Fund 465 - Road CO Bond Fund</b>										
NexBank	0.55%		3/30/2022	6,691,345	6,691,345	100.00	6,691,345	N/A	1	0.55%
TexPool	0.15%	AAAm	9/1/2020	32,088	32,088	100.00	32,088	N/A	1	0.15%
East West Bank	0.18%		12/9/2021	8,004,459	8,004,459	100.00	8,004,459	6/9/2022	70	0.18%
Prosperity Bank	0.20%		7/6/2021	10,013,323	10,013,323	100.00	10,013,323	7/6/2022	97	0.20%
Prosperity Bank	0.20%		6/1/2021	7,010,478	7,010,478	100.00	7,010,478	9/1/2022	154	0.20%
Veritex Community Bank	0.30%		2/5/2021	5,616,819	5,616,819	100.00	5,616,819	2/6/2023	312	0.30%
<b>Sub Total / Average</b>	<b>0.27%</b>			<b>37,368,513</b>	<b>37,368,513</b>	<b>100.00</b>	<b>37,368,513</b>		<b>117</b>	<b>0.27%</b>



# Holdings by Allocation and Portfolio (Fund)

March 31, 2022

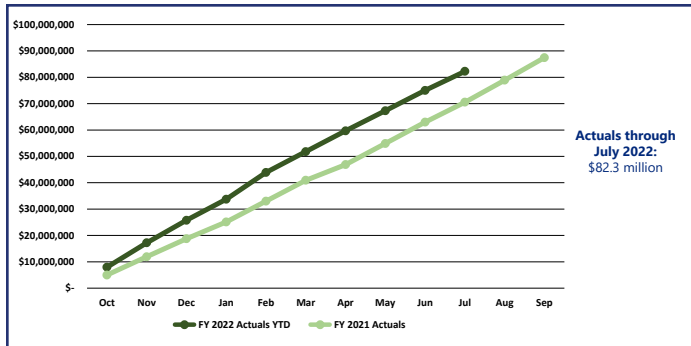
Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 591 - Reserves Fund</b>										
TexPool	0.15%	AAAm	9/30/2015	8,725	8,725	100.00	8,725	N/A	1	0.15%
NexBank	0.55%		4/29/2019	859,200	859,200	100.00	859,200	N/A	1	0.55%
<b>Sub Total / Average</b>	<b>0.55%</b>			<b>867,925</b>	<b>867,925</b>	<b>100.00</b>	<b>867,925</b>		<b>1</b>	<b>0.55%</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>										
TexPool	0.15%	AAAm	9/30/2015	3,574,046	3,574,046	100.00	3,574,046	N/A	1	0.15%
East West Bank	0.27%		1/10/2022	2,001,199	2,001,199	100.00	2,001,199	7/11/2022	102	0.27%
<b>Sub Total / Average</b>	<b>0.20%</b>			<b>5,575,244</b>	<b>5,575,244</b>	<b>100.00</b>	<b>5,575,244</b>		<b>37</b>	<b>0.20%</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>										
TexPool	0.15%	AAAm	8/30/2019	795,644	795,644	100.00	795,644	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.15%</b>			<b>795,644</b>	<b>795,644</b>	<b>100.00</b>	<b>795,644</b>		<b>1</b>	<b>0.15%</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>										
NexBank	0.55%		8/30/2020	215,879	215,879	100.00	215,879	N/A	1	0.55%
TexPool	0.15%	AAAm	10/31/2015	221,101	221,101	100.00	221,101	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.35%</b>			<b>436,980</b>	<b>436,980</b>	<b>100.00</b>	<b>436,980</b>		<b>1</b>	<b>0.35%</b>
<b>Total / Average</b>	<b>0.68%</b>			<b>\$ 493,597,384</b>	<b>\$ 494,967,505</b>	<b>99.74</b>	<b>\$ 492,294,365</b>		<b>282</b>	<b>0.49%</b>



# Round Rock By The Numbers

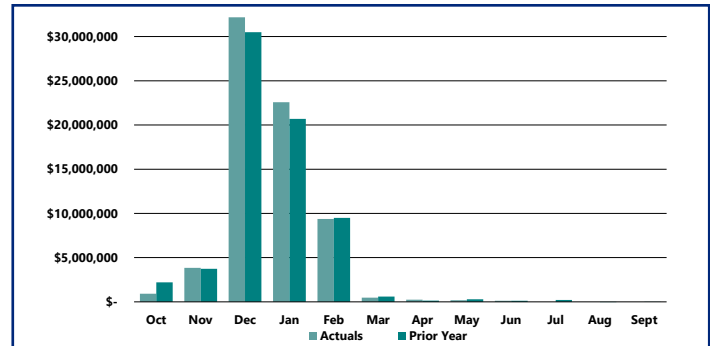
## FY 2022 Quarter 3

### Sales Tax Actuals - Citywide Net of Incentive



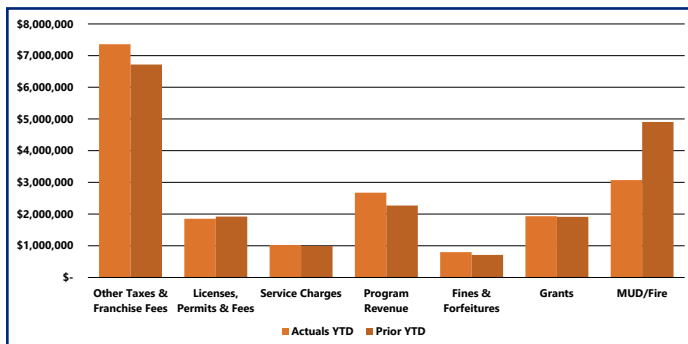
Sales tax is received by the City two months in arrears (ex. January sales tax is from November sales).

### Property Tax Actuals

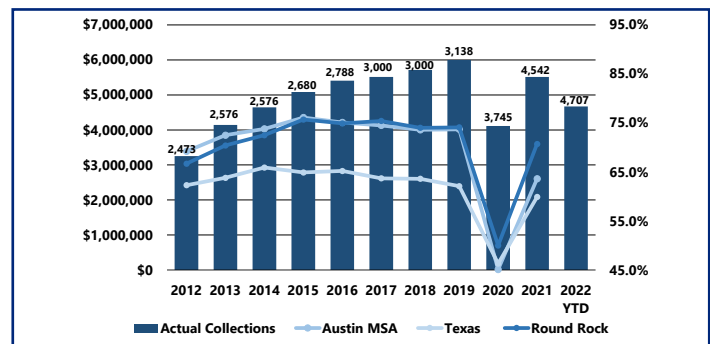


Most property tax collections occur from November through February each year.

### Other General Fund Revenues



### Hotel Occupancy Rates and Revenues



The number of hotel rooms are indicated above each year.

## Comments

### Sales Tax

- Citywide total sales tax collections (net of all incentives) for the past 10 months of the fiscal year, have increased 16.6% over prior year-to-date. Dell receipts (net of incentives) are trending 31.6% over prior year-to-date.

### Property Tax

- Staff expects to meet budget for property tax collections.

### Other General Fund Revenues are trending as follows:

- Other Taxes and Franchise Fees have increased 9.5% over prior year due to an increase in revenues from Franchise Gas, Franchise Garbage Collection, and Mixed Drink Tax.
- License, Permits, and Fees have decreased 3.5% over prior year. Due to the nature and timing of large projects, these revenues can fluctuate widely from quarter to quarter and year to year. FY 2022 budget is expected to be met.
- Charges for services have increased 3.1% over prior year-to-date.
- Program revenues have increased 17.9% over prior year due to PARD resuming normal operations which includes increase of sports league fees, facility rentals, and recreation program fees.
- Fines and Forfeitures revenues have increased 12% over prior year due to an increase in ticket counts and collections.
- Grants have increased 1.2% over prior year.
- MUD, Fire & Other revenues have decreased 81.5% over prior year due to the RRISD reimbursement ending May 2021 and CARES reimbursements ending in FY 2021.
- Water, Wastewater, and Stormwater revenues are trending in line with budget for the fiscal year.

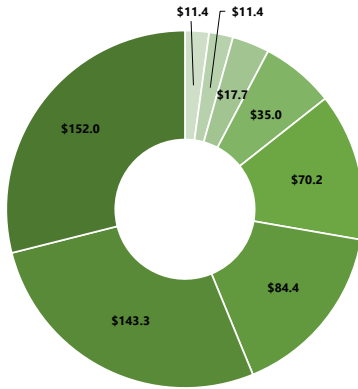
**Hotel occupancy revenues, excluding Kalahari,** have increased 57.6% over prior year-to-date along with increased average daily room rates.

# Round Rock By The Numbers

## FY 2022 Annual Facts

### Total Adopted Budget Revenues

FY 2021-2022 \$525.4 Million



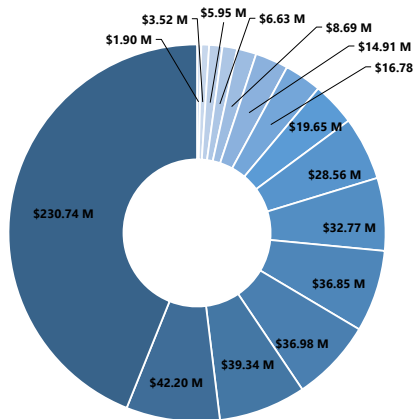
### Budget Revenues

Source	Amount in Millions
Charges, Interest & Others	\$ 152.0
Fund Balance Use	\$ 143.3
Sales Tax	\$ 84.4
Property Tax	\$ 70.2
Bonds & Capital Leases	\$ 35.0
Fees & Program Revenue	\$ 17.7
Other Taxes & Franchise Fees	\$ 11.4
Hotel Occupancy & Venue	\$ 11.4



### Total Adopted Budget Expenses

FY 2021-2022 \$525.4 Million



### Budget Expenses

Department	Amount in Millions
Capital Improvement Projects	\$ 230.74
Debt Principal & Interest	\$ 42.20
Support Services	\$ 39.34
Police	\$ 33.98
Funding Transfers Out	\$ 36.85
Water, WW, and Stormwater	\$ 32.77
Fire	\$ 28.56
General Self Financed Const.	\$ 19.65

Department	Amount in Millions
Transportation	\$ 16.78
Parks & Recreation	\$ 14.91
Sports Management	\$ 8.69
Planning & Development	\$ 6.63
General Services	\$ 5.95
Library	\$ 3.52
Communications	\$ 1.90

### CORR Tax Information

	FY 2021 - 2022	FY 2020 - 2021
Population	125,284	122,827
Property Tax Rate	\$ 0.39700	\$ 0.43900
M&O 0.264862 Debt 0.132138		

### Debt Information

Bond Type	Agency	Rating
GO Bond Rating:	S&P	AAA
Utility Bond Rating:	S&P	AAA

### Outstanding Debt as of 10/01/21

Bond	Amount Outstanding
GO & CO Bonds	\$ 271.8
Capital Lease/LTNs	\$ 10.6
Utility/Stormwater	\$ 114.4 / 5.9
HOT	\$ 2.4
Sports Center	\$ 5.7
Type B	\$ 44.7

### Taxing Entities

Entity	Rate
City of Round Rock	\$ 0.397000
Williamson County	\$ 0.440800
Round Rock ISD	\$ 1.133600
Austin Community Col.	\$ 0.104800
Upper Brushy Creek	\$ 0.017500
<b>Total Tax Rate</b>	<b>\$ 2.093700</b>

### City Employees

	Sworn FTEs	Total FTEs
City Wide	345	1,072.58
Police	186	268.23
Fire	159	181.00

### Top 5 Property Tax Payers

Business	Amount (in millions)
Dell Computer Holdings LP	\$ 407.4
Kalahari Resorts	\$ 368.4
CPG RR, LP (Premium Outlets)	\$ 162.5
Dell Computer Corp.	\$ 113.0
CMF 15 Portfolio (Colonial Grand Apts.)	\$ 93.1

### Taxable Values

	FY 2021 - 2022	FY 2020 - 2021
Median Home Values	\$ 287,101	\$ 256,347
Taxable Property Value (in billions)	\$ 17.7	\$ 15.4



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.7**

---

**Title:** Consider a resolution setting the proposed property tax rate for tax year 2022, establishing the date for the public hearing, and setting the dates for tax rate adoption.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Finance

---

### Text of Legislative File 2022-264

The City Manager's proposed budget includes a **proposed maximum tax rate of \$0.342000**, which exceeds the no new revenue rate of \$0.326408. When the proposed rate exceeds the no new revenue rate, Truth in Taxation laws require one public hearing, specific publications, and dates of scheduled adoption. This item meets the requirement for the City Council to set the **proposed rate**, set the public hearing, and place an item on future Council agendas to vote on the tax year 2022 tax rate necessary to fund the FY 2022-23 Annual Budget. The Council is not required to adopt this rate; however, this is the **maximum** rate the Council may consider to meet the timing requirements under state law without restarting the notice and hearing process. **Exhibit A** presents the proposed tax rate, voter approval rate, and no new revenue rate for tax year 2022.

The purpose of the proposed tax rate increase over the no new revenue rate is to provide additional funding for additional public safety as well as debt service for the new public library that was approved by voters in 2013.

(1) Vote to place adoption of proposed tax rate of \$0.342000 cents per \$100 valuation as an action item at the August 25, 2022 Council meeting and the September 8, 2022 Council meeting both to be held at 221 E. Main Street, Round Rock, TX 78664.

AND

2) Set one (1) public hearing, as required by law, to be held on Thursday, August 25th at 6:00pm at 221 E. Main Street, Round Rock, TX, 78664.



## **RESOLUTION NO. R-2022-264**

**WHEREAS**, Chapter 26 of the Tax Code [Vernon's Texas Codes Annotated, Tax Code, Sections 26.01 et. seq.] requires taxing units to comply with certain requirements and procedures in adopting their tax rates; and

**WHEREAS**, the Chief Financial Officer has calculated the no new revenue tax rate and the voter approval rate, submitted them to the City Council and will cause them to be published in a newspaper of general circulation; and

**WHEREAS**, the proposed tax rate is \$0.342000 cents per \$100 valuation; and

**WHEREAS**, the City of Round Rock's 2022 proposed tax rate exceeds the no new revenue rate; and

**WHEREAS**, it is mandatory in such case for the City Council to vote to place the proposal to adopt the property tax rate on the agenda of a future meeting as an action item on which a record vote will be taken; and

**WHEREAS**, it is necessary for the City Council to set a date, time, and place for the holding of a public hearing on the proposed property tax rate, Now Therefore

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

That the public hearing on the 2022 proposed property tax rate as presented in Exhibit "A" be held on the 25th day of August, 2022, at 6:00 o'clock p.m. at 221 E. Main Street, Round Rock, Williamson County, Texas.

That the ordinance to adopt the 2022 proposed property tax rate be placed on the agenda of the August 25, 2022 meeting of the Round Rock City Council as an action item on which a record vote of the first reading will be taken and recorded.

That the ordinance to adopt the 2022 proposed property tax rate be placed on the agenda of the September 8, 2022 meeting of the Round Rock City Council as an action item on which a record vote of the second reading and final adoption will be taken and recorded.

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 11th day of August, 2022.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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MEAGAN SPINKS, City Clerk

<b>Exhibit A</b>
------------------

<b>2022 Property Tax Rates - FY 2023</b>
--

<b>No New Revenue Rate</b>	<b>\$0.326408</b>
<b>Proposed Tax Rate</b>	<b>\$0.342000</b>
<b>Voter Approval Rate</b>	<b>\$0.363244</b>



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

---

**Title:** Consider five (5) appointments to the Planning and Zoning Commission / Capital Improvements Advisory Committee to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0664**





# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

---

**Title:** Consider one (1) appointments to the Capital Improvements Advisory Ad Hoc Committee to fill an expired term.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0665**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

---

**Title:** Consider three (3) appointments to the Round Rock Transportation & Economic Development Corporation Board of Directors to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0666**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.4**

---

**Title:** Consider three (3) appointments to the Historic Preservation Commission to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0667**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.5**

---

**Title:** Consider three (3) regular appointments and one (1) alternate appointment to the Zoning Board of Adjustment to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0668**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.6**

---

**Title:** Consider three (3) appointments to the Ethics Review Commission to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:** Meagan Spinks, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-22-0669**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.7**

---

**Title:** Consider two (2) appointments to the Building Standards Commission / Fire Code Board of Appeals to fill expired terms.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 8/11/2022

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File TMP-22-0670**