



City of Round Rock

City Council

Meeting Agenda

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

Thursday, October 13, 2022

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E. APPOINTMENTS:

E.1 [Consider appointment of the City Attorney.](#)

F. MAYOR'S SPECIAL RECOGNITION

F.1 [Consider Mayor's Special Recognition Award for Laurie Lawrence and Ashton Aguillard for their courageous actions assisting Fred Anders when his vehicle caught fire on May 23, 2022.](#)

G. PROCLAMATIONS:

G.1 [Consider proclaiming October 2022 as "Breast Cancer Awareness Month" in the City of Round Rock.](#)

H. STAFF PRESENTATIONS:

H.1 [Consider a presentation and department update from Utilities and Environmental Services.](#)

H.2 [Consider a presentation regarding the results of the City's biennial survey.](#)

I. APPROVAL OF MINUTES:

- I.1 [Consider approval of the minutes from the September 22, 2022 Council meeting.](#)

J. RESOLUTIONS:

- J.1 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for the upgrade of radio hardware and software for the Greater Austin-Travis County Regional Radio System Program and a related Communications Products Agreement.](#)
- J.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Commercial Chemical Products Inc. dba "Poolsure" for purchase of pool treatment chemicals.](#)
- J.3 [Consider a resolution expressing official intent to reimburse certain project expenditures for trails, parks, public safety, and the BCRUA regional water treatment plant as well as cost of acquiring certain vehicles and equipment.](#)
- J.4 [Consider a resolution authorizing the Mayor to execute a Development Agreement with VPDF Sauls Ranch, LLC regarding a single-family residential development located at 2301 Hairy Man Road.](#)
- J.5 [Consider a resolution authorizing the Mayor to execute a Contract with McDonald Municipal and Industrial for the Water Distribution System Generator Project.](#)
- J.6 [Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Lake Creek Wastewater Line Replacement Project.](#)
- J.7 [Consider a resolution authorizing the Mayor to execute an Amendment to Residential Services Rate with Central Texas Refuse, LLC.](#)
- J.8 [Consider a resolution authorizing the Mayor to execute a Second Amendment to the Amended and Restated Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, LLC](#)

K. ORDINANCES:

- K.1 [Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances \(2018 Edition\), by increasing the residential charge for the collection of refuse and recycling services. \(First Reading\) \(Requires Two Readings\)](#)

L. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**M. EXECUTIVE SESSION:**

- M.1 [Consider Executive Session as authorized by §551.087 Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.](#)
- M.2 [Consider Executive Session as authorized by §551.072 Government Code, related to the purchase, sale, and/or value of real property located at the southeast corner of Red Bud Lane and County Road 123.](#)

N. 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 7th day of October 2022 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider appointment of the City Attorney.

Type: Appointment

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File TMP-22-0869



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider Mayor's Special Recognition Award for Laurie Lawrence and Ashton Aguillard for their courageous actions assisting Fred Anders when his vehicle caught fire on May 23, 2022.

Type: Mayor's Special Recognition

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-22-0867



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider proclaiming October 2022 as "Breast Cancer Awareness Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-22-0865



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a presentation and department update from Utilities and Environmental Services.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments:

Department: Utilities & Environmental Services

Text of Legislative File TMP-22-0866



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a presentation regarding the results of the City's biennial survey.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Sara Bustilloz, Communications & Marketing Director

Cost:

Indexes:

Attachments:

Department: Communications & Marketing

Text of Legislative File TMP-22-0771

Every two years, the City of Round Rock conducts a survey of its citizens to see how well the city government is meeting their needs and to determine the issues of concern to them. The purpose of the survey is to assess resident satisfaction with the delivery of major city services and to help set priorities for the community. ETC Institute has administered the biennial community survey since 2008. This year's survey was administered mid-August through mid-September by a combination of mail and phone to a random sample of households. The goal was to receive 400 completed surveys, and that goal was met with 479 households completing the survey. The survey results have a 95 percent level of confidence with a precision of at least +/- 4.4 percent.



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider approval of the minutes from the September 22, 2022 Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments: 092222 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-22-0864



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, September 22, 2022

CALL MEETING TO ORDER

The Round Rock City Council met in a work session on Tuesday, September 22, 2022 in the City Council Chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:02 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

PLEDGES OF ALLEGIANCE

Mayor Morgan, along with scout troop 165, led the following pledges: United States and Texas.

CITIZEN COMMUNICATION

R.J. Barber, 1700 Goodson Lane, Round Rock, spoke to Council regarding transparency. Shreya Arvind signed up to speak, but choose not to.

PROCLAMATIONS:

E.1 [Consider proclaiming September 24, 2022 as "Public Safety Day" in the City of Round Rock.](#)

Mayor Morgan read and presented the proclamation.

SPECIAL PRESENTATION:**F.1** [Consider a presentation in appreciation of Steve Sheets, City Attorney for his 45 years of service to the City.](#)

The following people spoke or gave a presentation:

Michael Thane, Utilities Director

Brad Wiseman, Planning Director

Allen Banks, Chief of Police

Shane Glaiser, Fire Chief

Susan Morgan, CFO

Gary Hudder, Transportation Director

Chad McKenzie, Sports Management Director

Joe Brehm, Neighborhood Services Director

Sara Bustilloz, Communications Director

Charlie Culpepper, former Mayor

Judge McGraw, former Mayor

Joanne Land, former City Clerk and Asst City Manager

Pete Correa, former Council Member

Laurie Hadley, City Manager

Council and Mayor

Steve Sheets

Council took a brief recess and reconvened at 7:15 pm.

APPROVAL OF MINUTES:**G.1** [Consider approval of the minutes for the September 8, 2022 City Council meeting.](#)

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

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

Nays: 0

Absent: 0

Mayor Morgan went out of agenda order and called Items I.1, H.2, and H.1., then returned to regular agenda order.

RESOLUTIONS:**I.1** [Consider a resolution authorizing the Mayor to execute a Meet and Confer Agreement between the City of Round Rock and the Round Rock Firefighters Association, IAFF Local 3082.](#)

Laurie Hadley, City Manager and Billy Colburn, Firefighter Association President made the presentation.

A motion was made by Council Member Stevens, 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.2** [Consider an ordinance amending Chapter 2, Code of Ordinances \(2018\) Edition, by amending Section 2-78\(d\) regarding firefighter classifications and positions and by amending Section 2-78\(e\) regarding assignment pay plan. \(First Reading\)*](#)

Shane Glaiser, Fire Chief made the presentation.

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

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

Nays: 0

Absent: 0

H.1 [Consider public testimony regarding, and an ordinance rezoning 6.35 acres located north of E. Main Street and east of E. Liberty Avenue from the C-1 \(General Commercial\) and SF-2 \(Single-Family- Standard Lot\) zoning districts to the PUD \(Planned Unit Development\) No. 141 zoning district. \(First Reading\)*](#)

Brad Wiseman, Planning and Development Services Director made the presentation. Mayor Morgan opened the public hearing for speakers, there being none the public hearing was closed.

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

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

Nays: 0

Absent: 0

RESOLUTIONS:

- I.2** [Consider a resolution authorizing the Mayor to execute an Agreement with EMS Technology Solutions, LLC for the purchase of fire asset management software.](#)

Shane Glaiser, Fire Chief 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

- I.3** [Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a pumper fire truck.](#)

Shane Glaiser, Fire Chief made the presentation.

A motion was made by Council Member Ly, 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

- I.4** [Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group for the purchase of a BME Mini Pumper Fire Apparatus.](#)

Shane Glaiser, Fire Chief 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

I.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Randy C. Cain, Attorney at Law, for professional lobbying services.](#)

Laurie Hadley, City Manager 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

I.6 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Georgetown for design services and construction of the Chandler Road water line extension from FM 1660 to State Highway 130.](#)

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

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

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

Nays: 0

Absent: 0

I.7 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CDM Smith Inc. for the Chandler Road 36-inch Water Transmission Main Project.](#)

Michael Thane, Utilities and Environmental Services 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

I.8 [Consider a resolution authorizing the execution of a State Infrastructure Bank loan agreement with the Texas Department of Transportation.](#)

Susan Morgan, Chief Financial Officer 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

I.9 [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)

Gary Hudder, Transportation Director made the presentation.

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

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

Nays: 0

Absent: 0

I.10 [Consider a resolution authorizing the Mayor to execute a contract with Jordan Foster Construction for the construction of the Kenney Fort Boulevard Segment 4C Project.](#)

Gary Hudder, Transportation Director made the presentation.

A motion was made by Council Member Baker, 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

I.11 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.](#)

Gary Hudder, Transportation 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

- I.12** [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with HEB Grocery Company n/k/a H-E-B, LP a Texas limited partnership for the purchase of a 0.103 acre parcel required for construction of the proposed Red Bud South roadway project.](#)

Gary Hudder, Transportation Director made the presentation for Items I.12 and I.13.

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

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

Nays 0

Absent: 0

- I.13** [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with HEB Grocery Company n/k/a H-E-B, LP a Texas limited partnership for the purchase of a 0.104 acre parcel required for construction of the proposed Red Bud South roadway project.](#)

A motion was made by Council Member Baker, 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

- I.14** [Consider a resolution authorizing the Mayor to execute an Agreed Final Judgment with John N. Paul for the acquisition of a 1.93 acre parcel required for construction of the proposed Kenney Fort Boulevard roadway project.](#)

Gary Hudder, Transportation 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

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- K.1** [Consider Executive Session as authorized by §551.072 Government Code related to the possible purchase, sale, and/or value of real property, to wit: 210 Fannin Ave., Round Rock, TX.](#)
- K.2** [Consider executive session as authorized by §551.072 Government Code, related to the purchase, sale, and/or value of real property; to wit: approximately 20 acres out of a 79 acre tract of land located southeast of the intersection of CR 122 and a private road know as Dawson Road.](#)
- K.3** [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the extension of the Economic Development Program Agreement with RRTX Lake Creek Hotel, LP.](#)

Mayor Morgan called the executive session into order at 8:01 pm and adjourned at 8:26 pm.

The regular meeting reconvened with no action taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:27 pm.

Minutes by:

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for the upgrade of radio hardware and software for the Greater Austin-Travis County Regional Radio System Program and a related Communications Products Agreement.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Allen J Banks, Chief

Cost: \$266,280.00

Indexes: Public Safety Equipment Replacement Program

Attachments: Resolution, Exhibit A, Quote One, Quote Two

Department: Police Department

Text of Legislative File 2022-320

The proposed purchase order to Motorola will upgrade the hardware and software associated with the NICE radio recording system. The upgrades are required by improvements earlier this year to the Greater Austin-Travis County Regional Radio System. The NICE system allows the Police Department to pull recordings of 911 phone and radio traffic associated with specific incidents captured in its Computer Aided Dispatch system. The associated agreement lays out how the upgrade project will be implemented. Together, the two quotes total \$266,280.

Cost: \$266,280

Source of Funds: Public Safety Equipment Replacement Program

RESOLUTION NO. R-2022-320

WHEREAS, the City of Round Rock (“City”) desires to upgrade radio hardware and software for the Police Department for the Greater Austin-Travis County Regional Radio System Program; and

WHEREAS, Houston-Galveston Area Council (“HGAC”), acting as the agent for various local governmental entities who are “End Users” under Interlocal Agreements, including the City, has solicited proposals for radio communications equipment, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, Motorola Solutions, Inc. is an approved vendor of HGAC pursuant to Contract #RA05-21 for radio communications equipment; and

WHEREAS, the City wishes to issue a purchase order to Motorola Solutions, Inc. for radio hardware and software and execute the companion Communications Products Agreement, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Motorola Solutions, Inc. for the purchase of radio hardware and software for the Police Department.

That the Mayor is hereby authorized and directed to execute on behalf of the City a Communications Products Agreement with Motorola Solutions, Inc., a copy of said 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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola") and City of Round Rock enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBIT

1.1 EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

| | |
|-----------|--|
| Exhibit A | Motorola "Software License Agreement" |
| Exhibit B | "Technical and Implementation Documents" |
| B-1 | "Pricing" dated August 10, 2022 |
| B-2 | "Statement of Work" dated August 10, 2022 |
| Exhibit C | "Payment Schedule" (if applicable) see SOW |

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause).

“Motorola Software” means Software that Motorola or its affiliated company owns.

“Non-Motorola Software” means Software that another party owns.

“Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

“Products” mean the Equipment and Software provided by Motorola under this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

“Warranty Period” means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. In addition, this Agreement does not cover professional or subscription services. If Customer wishes to purchase maintenance or support, professional or subscription services, Motorola will provide a separate proposal and terms and conditions upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement that is attached as Exhibit A.

Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work attached as Exhibit B-2 will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$193,124.00. The Contract Price may be further described in Exhibit B-1, Pricing.

5.2. **INVOICING AND PAYMENT.** Unless otherwise set forth in a Payment Schedule attached as Exhibit C, Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following name: City of Round Rock Police Dept

Address: 2701 N Mays St , Round Rock, TX 78665
Phone: 512 218 5469

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC (optional) Email: _____

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCES

Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or

workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the

mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.3. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal

property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 **WAIVER.** Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or services before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.10. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

15.11. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Round Rock ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether

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Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other

subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

| | | |
|-----|---------------------|---------------|
| B-1 | "Pricing" | See Section 4 |
| B-2 | "Statement of Work" | See Section 2 |

Exhibit C
Payment Schedule, as applicable

N/A See Pricing



CITY OF ROUND ROCK

NICE 911 and Phone Logger & Inform Server Upgrade

August 10, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

August 10, 2022

Chris Bakas
City of Round Rock
221 East Main St
Round Rock, Tx 78664

Subject: Nice Logger and Inform upgrade

Dear Mr Bakas,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the NICE Software and Server Upgrade. The Proposal is based upon and subject to the Terms and Conditions Communication Products Agreement and consists of this cover letter, the Statement of Work and Equipment List.

This proposal is subject to the terms and conditions of the Agreement and remains valid for a period of ninety (90) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references, Motorola would be happy to discuss any concerns the City may have with the Proposal.

For any issues or concerns please contact your Account Manager, Marty Saucedo , at 210-237-2936

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Matthieu'.

Chris Matthieu
Motorola Soultions INC.
Area Sales Manager

SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM DESCRIPTION

Motorola and NICE is pleased to provide a quote for an upgrade of the NICE 911 and Phone Logger and Inform Server from Inform R7 Professional to Inform R10 Professional multimedia recording solution. An ML350 G10 NICE logger is included and will continue to support 40 analog channels.

A new Inform server will be deployed at the Main site in a customer-provided VM, built and configured on customer-provided server hardware in accordance with NICE requirements, specifications, and guidance. Customer will be responsible for providing operating system and MS SQL licensing on any VMs.

The solution includes the following Inform Modules:

- Inform Reconstruction – for incident recreation.
- Inform Evidence Compliance – for incident retention.
- Media Player – for data distribution.
- Inform QA – allows evaluation and reporting of interactions and people.
- Inform Reporter - provides pre-defined, customization call volume reports.
- Inform Verify - provides Inform Verify enables instant replay from the customer's client PC.
- Health Manager – tool to monitor and manage the logging system.

Motorola has provided services for a professional deployment and cut-over including on-site installation, configuration, and testing as well as remote project management and training to ensure a smooth transition. A new Storage server will be virtualized on a dedicated VM with sufficient disk space allocated to support Round Rock PD's recording retention requirements for the life of the proposed solution.

NICE personnel will migrate the legacy database to the new server, but chain-of-custody concerns preclude NICE personnel from migrating media files. NICE will provide detailed instructions and may provide some scripting to help automate the media migration as much as possible, though the customer will need to perform these tasks. The existing NRX database and media files will be migrated onto the Storage Server VM as a legacy data source for continued access to and retrieval of historical recordings. This will also facilitate the reallocation/reconfiguration of some of the current analog channels to connect to different audio sources to better fit the customer's needs.

Proposed training includes the following:

- One half-day (4 hrs) NICE Inform Refresher class for up to six (6) students to reinforce earlier training and familiarize users with new features and functions
- One half-day (4 hrs) NICE Inform Health Manager (NIHM) class for up to six (students) to train users on the configuration, customization, and use of the monitoring tool.
- One full-day NICE Evaluator/QA training class for up to six (6) students to train users on how to utilize the QA pack included in this proposal

All proposed training will be delivered remotely. If customer requires on-site training, additional fees for trainer travel expenses will need to be added to this proposal.



SECTION 2

STATEMENT OF WORK

Motorola is proposing to Round Rock an upgrade of the NICE Logger and Inform Server. The document delineates the general responsibilities between Motorola and Round Rock as agreed to by contract.

2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Motorola will schedule NICE to come onsite to perform the upgrade of the NICE Logger and Inform Server from Inform V7 Professional to Inform 10 Professional multimedia recording solution.
- Schedule the implementation in agreement with the City of Round Rock.
- Coordinate the activities of all Motorola subcontractors (NICE) under this contract.
- Administer safe work procedures for installation.
- Install new servers.
- Configure NICE solution server as required e.g. IP address/Hostname/Time (Per Server)
- Install all Operating System and Database technologies necessary to support NICE supplied software on the server hardware including relevant/mandatory Operating System patches and updates
- Install interface cards if included in the solution
- Install and configure User Interface Applications
- Configure media archiving, as necessary
- Perform and complete the system ITP
- Provide the City of Round Rock with the appropriate system interconnect specifications.
- Schedule with the City of Round Rock and NICE for training on NICE Inform Modules:
 - Training will be a 2-day remote live (not pre-recorded) class
 - Up to 6 personnel
 - Training Course Covers: Verify, Monitor, Reconstruction, Organizer, Reporter, and QA, as well as administration applications.

2.2 CITY OF ROUND ROCK RESPONSIBILITIES

The City of Round Rock will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for the City of Round Rock include the following:

- Provide a location for equipment delivery and storage.
- Provide a server to specification to VM the Inform Server and Storage Space.
- Configure the customer's network to provide network connectivity between the Analog logger, IP logger and Inform Server.
- Provide any necessary network firewall between the customer's network and the radio network.
- Round Rock to provide time and location that can accommodate the instructor and personnel for the training.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Coordinate the activities of all Round Rock vendors or other contractors.



- Configure customer's network to provide a path from the Battalion Chief's PC to the NICE Inform Server.

2.3 PROJECT ASSUMPTIONS

All assumptions have been listed below for the City of Round Rock's review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City of Round Rock, a revised proposal with the necessary changes and adjusted costs will be required. Changes to the equipment or scope of the project after contract will require a change order. Refer to the Statement of Work for the specific list of responsibilities to be performed by the City of Round Rock and Motorola.

- Motorola assumes the NICE Inform system is functional and operational at the time of installation.
- NICE Systems shall be responsible to perform the installation and configuration on the logger associated with this project. NICE shall also perform the installation of the licenses on the Inform servers.
- Motorola assumes available electrical circuit for the existing and proposed equipment. All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Motorola assumes rack space is available to house both the existing and proposed equipment.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Motorola assumes all audio feed to be existing and functioning properly. No services is included to upgrade or expand the recording capability.
- Health Manager shall reside on the existing Inform Server.
- Motorola assumes the Battalion Chief shall have access to the Round Rock's customer network.
- The customer shall be responsible for any network configuration required on the customer's network and firewall.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.



SECTION 3

WARRANTY/SERVICE

Per Round Rock's request, due to the cost of the NICE maintenance and SUA support it has not been included in the offer.



EQUIPMENT AND SERVICES LIST

| QTY | NOMENCLATURE | DESCRIPTION | Amount |
|-----|--------------|--|-------------------|
| 1 | TT3805 | SINGLE NIR VOIP TELEPHONY ONLY | \$ 8,940 |
| 1 | TT3810 | UPLIFT FOR NIR ML360 SERVER LOGGER SWAP | \$ 2,860 |
| 40 | TT06303AA | ADD: PROFESSIONAL RECORDING CHANNEL | \$ 20,796 |
| 60 | TT06310AA | ADD: INFORM PRO PER ADD ON PER MATRIX CHANNEL PER RESOURCE | \$ 9,092 |
| 60 | TT06305AA | ADD: ASTRO RECORDING CHANNEL | \$ 9,092 |
| 100 | TT06313AA | ADD: INFORM PRO EVIDENCE COMPLIANCE PACK ORGANIZER AND MEDIA PLAYER | \$ 15,780 |
| 100 | TT06314AA | ADD: INFORM PRO QA PACK EVALUATOR AND REPORTER | \$ 15,780 |
| 1 | DDN3308A | INFORM R10 VERSION FLAG | |
| 2 | DDN2523 | MYSQL SERVER LICENSE STANDARD EDITION | \$ 334 |
| 5 | DDN3314A | MS SQL 2019 64 BIT USER CLIENT ACCESS LICENSE | \$ 2,000 |
| 1 | DDN3313A | MS SQL 2019 64 BIT SERVER CLIENT ACCESS LICENSE | \$ 400 |
| 2 | DDN3172 | 6TB HDD EXPANSION FOR NIR ML350 G10 | \$ 2,105 |
| 2 | DDN2487 | ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE | \$ 2,404 |
| 2 | DDN2502 | CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS | \$ 271 |
| 1 | DDN3169 | OPTIONAL RDX DRIVE FOR NIR ML350 | \$ 1,286 |
| 2 | DDN2876 | HP 16GB MEMORY MODULE (1 X 16GB) FOR DL360, DL380 & ML350 G10 | \$ 1,648 |
| | | Equipment Total | \$ 92,788 |
| | | | |
| 1 | | Project Management | \$ 21,251 |
| 1 | | Engineering/System Technologist | \$ 23,377 |
| 1 | | Installation/Implementation | \$ 43,906 |
| 1 | | Warranty Wrap | \$ 11,802 |
| | | Services Total | \$ 100,336 |
| | | | |
| | | System Total | \$ 193,124 |

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

4-2 Equipment And Services list

The Proposal Title Goes Here and Breaks Like This

Motorola Solutions Confidential Restricted



SECTION 5

PRICING

Motorola is pleased to provide the following equipment and services to Customer Name:

| | |
|-----------------------------|---------------|
| Project Cost | \$ 242,212.00 |
| Strategic Customer Discount | -\$ 49,088.00 |

| | |
|--------------------------|----------------------|
| Total System Cost | \$ 193,124.00 |
|--------------------------|----------------------|



SECTION 6

CONTRACTUAL DOCUMENTATION

Please Refer to the attached Product Agreement



SECTION 7

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.





Motorola Solutions, Inc.

Reid Russek

Customer Support Manager
2120 W Braker Ln
Suite P
Austin, TX 78758

Customer Quote

(832) -361-1002

TO:

Rick White
Round Rock, City of
221 E Main St
Round Rock, TX 78664
Phone: (512) 218-5524

We are pleased to quote you the following: Upgrade of the 60 channel MCC7500 IP radio logger from 7.17 to A2021/NIR9.x. The existing G9 servers will be replaced with two G10 servers: the first will host the logging solution and a second Logger Backup Server (LBS) will be used for backup of the SQL database and audio archive. The logging server will be loaded with the latest NIR9 Core software. Both servers will have Windows O/S 2016 and reside on the RNI. New audio will archive to the G10 LBS on the RNI.

The customer is responsible for audio migration from the G9 LBS to the new G10 LBS server. Once all audio is moved, NICE will then be scheduled to move the Legacy Database from the G9 logging server to the new G10 LBS server. KVM is included in quote. Racking and stacking the equipment is the responsibility of the owner of the rack (Purchaser). Customer audio retention period is 180 days. This process will need to be review by the PM and customer for additional details.

Please note: during the NICE portion of the upgrade, there may be downtime where the logger is not recording. The amount of time will be determined during the planning phase of the project.

Items to be captured on a separate proposal:

- Upgrade telephony logger
- Upgrade Inform from R7.x to R9 Professional

Logger SN: 34899401

| Parts and Material/ Professional Services | Cost per | Quantity | Total Price |
|---|--------------------|-----------------|--------------------|
| Upgrade or expansion of Inform software | \$ 0.00 | 1 | \$0.00 |
| Server for ASTRO Logger or LBS – NIR Configuration | \$ 13000.00 | 1 | \$13,000.00 |
| Server for ASTRO Logger or LBS – NIR Configuration | \$ 13000.00 | 1 | \$13,000.00 |
| Upgrade software license for Motorola Radio Logger solution - All Loggers - Total channel count. | \$ 40.00 | 60 | \$2,400.00 |
| Upgrade software on one Motorola Radio Logger. Base fee | \$ 9900.00 | 1 | \$9,900.00 |
| HP iLo port license | \$ 790.00 | 2 | \$1,580.00 |
| MS SQL 2016 64 bit User/Device Client Access License | \$ 400.00 | 1 | \$400.00 |
| 6TB HDD EXPANSION FOR NIR DL360 G10 | \$ 2088.00 | 2 | \$4,176.00 |
| A2021 System Flag | \$ 0.00 | 1 | \$0.00 |
| MS SQL 2016 64 bit Server Client Access License | \$ 400.00 | 1 | \$400.00 |
| Parts and Material Total | \$44,856.00 | | |
| Project Management Service | 8300 | 1 | 8300 |
| Upgrade of MCC 7500 radio logger, per logger | 8000 | 1 | \$8,000.00 |
| Migrate NICELog legacy data source to new location (per CLS/IC) | 3000 | 1 | \$3,000.00 |
| Global T&E per person. Not required for remote installations. Please quote appropriate quantity of this item to cover all T&E costs. This item is non discountable | 1000 | 4 | \$4,000.00 |
| First day per person per week. For preparation, review etc. | 2500 | 2 | \$5,000.00 |
| Professional Services Total | \$28,300.00 | | |
| Grand Total | \$73,156.00 | | |

Reid Russek - Customer Support Manager



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Commercial Chemical Products Inc. dba "Poolsure" for purchase of pool treatment chemicals.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$400,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks & Recreation

Text of Legislative File 2022-321

This item will allow for purchase of pool chemicals to provide water treatment at Rock'N River Water Park, Micki Krebsbach Pool, Lake Creek Pool, Clay Madsen Recreation Center Pool, and Prete Plaza Fountain.

Cost: \$400,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2022-321

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

WHEREAS, Commercial Chemical Products, Inc. dba “Poolsure” has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Commercial Chemical Products, Inc. dba “Poolsure,” 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 Pool Treatment Chemicals with Commercial Chemical Products, Inc. dba “Poolsure,” 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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF POOL TREATMENT CHEMICALS
WITH
COMMERCIAL CHEMICAL PRODUCTS, INC.
DBA "POOLSURE"**

| | | |
|-----------------------------|----------|------------------------------------|
| 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 pool 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 COMMERCIAL CHEMICAL PRODUCTS, INC. dba "Poolsure," whose offices are located at (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase pool 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; 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 22-017 dated March 2022 ("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. All items in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Vendor.

Scope of Work: Vendor shall satisfactorily provide the items described in "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 "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Eighty Thousand and No/100 Dollars (\$80,000.00) per year** for a total not-to-exceed amount **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** 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 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.

8.0 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.

9.0 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.

10.0 TAXES

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

11.0 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.

12.0 INSURANCE

Vendor shall meet all insurance requirements set forth in Part II of IFB 22-017 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.0 CITY'S REPRESENTATIVES

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

Nichole Bohner
PARC Manager
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
512-341-3171
nbohner@roundrocktexas.gov

14.0 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.

15.0 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:

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

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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:

Commercial Chemical Products, Inc.
1707 Townhurst Drive
Houston, Texas 77043

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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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

Commercial Chemical Products, Inc.

By:  _____
Printed Name: Alan Falik
Title: President/CEO
Date Signed: 8/16/2022



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

POOL TREATMENT CHEMICALS

SOLICITATION NUMBER 22-017

MARCH 2022

**POOL 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 pool chemicals.
2. **BACKGROUND:** The Parks and Recreation Department requires a vendor to supply and deliver pool treatment chemicals to various swimming pool within the City. The City reserves the right 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) 10-11 |
| Attachment A – Bid Sheet | Page 12 |
| Attachment B – Reference Sheet | Page 13 |

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

Amanda Crowell
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@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 | March 10, 2022 |
| Deadline for submission of questions | March 18, 2022 @ 5:00PM, CST |
| City responses to questions or addendums | Approximately March 23, 2022 |
| Deadline for submission of responses | March 31, 2022 @ 3:00PM, CST |

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/> for 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.
- ☐ **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

Exhibit "A"

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.
14. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.

- iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
- v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>.

In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
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 bulk pool 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, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, 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. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. Respondent may, however, use subcontracting and/or common carrier for authorized transportation of chemicals.
4. **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.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees and contracted transportation specialists 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.

6. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material content, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- B. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- C. The vendor shall supply the following documents with each delivery:
 - i. Vendor shall provide the current Safety Data Sheet
 - ii. Vendor shall provide a certificate of analysis and/or certificate of conformance

Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

- 7. 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.

Price shall include FOB Destination, pre-paid and allowed unless otherwise specified in writing. Price shall be inclusive of demurrage charges. No fuel surcharges shall be allowed.

- 8. PRICE INCREASE:** Contract prices for bulk pool 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.

- 9. PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.

Exhibit "A"

10. **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.
11. **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.
12. **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.
13. **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.
14. **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, obstacles, and strategies to meet objectives.
15. **POINT OF CONTACT / 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:
Nichole Bohner
Aquatics Manager
Parks and Recreation Department
Phone: 512-341-3171
E-mail: nbohner@roundrocktexas.gov

PART IV
SCOPE OF WORK

1. **PURPOSE:** The Parks and Recreation Department requires a vendor to supply and deliver pool treatment chemicals to various swimming pool within the City. The City reserves the right the right to award contracts 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. Materials delivered shall be in new and unused condition.
 - D. All chemicals delivered shall be in suitable containers for shipment and storage.
 - E. If applicable, 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 shall be scheduled with the City.
 - H. 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.
3. **TESTING REQUIREMENTS:**
 - A. The City reserves the right to request chemical product samples at any time throughout the life of the contract.
 - B. Upon request for the City, the vendor shall submit samples for testing within 14 days of the request at no cost to the City.
4. **CHEMICALS AND DELIVERY LOCATIONS:**
 - A. **Liquid Chlorine 10% - Bulk**
 - i. Rock'n River Water Park
3300 Palm Valley Blvd.
Round Rock, Texas 78665
 - ii. Lake Creek Pool
800 Deerfoot Dr.
Round Rock, Texas 78664
 - iii. Clay Madsen Recreation Center
1600 Gattis School Rd.
Round Rock, Texas 78664
 - B. **Sulfuric Acid 38% - 30 Gallon Drums**
 - i. Rock'n River Water Park
3300 Palm Valley Blvd.
Round Rock, Texas 78665
 - ii. Micki Kresbsbach Pool
301 Deepwood Dr.
Round Rock, Texas 78664
 - iii. Lake Creek Pool
800 Deerfoot Dr.
Round Rock, Texas 78664

- iv. Clay Madsen Recreation Center
1600 Gattis School Rd.
Round Rock, Texas 78664

C. Sulfuric Acid 38% - 15 Gallon Drums

- i. City Hall Fountain
221 E. Main St.
Round Rock, Texas 78664

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 POC is not available, respondent shall contact the secondary POC.
- 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 and/or reviewing the certificate of analysis/conformance (COA/COC).

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for 22-017 POOL 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 Pool Treatment Chemicals IFB 22-017

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 22-017 Pool 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: All prices must be quoted in order to be considered responsive, 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 | Liquid Chlorine, 10% Bulk | 30,000 | Gallon | \$1.95 | \$58,500.00 |
| 2 | Sulfuric Acid 38%, 30 Gallon Drum | 4,000 | Gallon | \$3.97* | \$15,880.00 |
| 3 | Sulfuric Acid 38%, 15 Gallon Drum | 400 | Gallon | \$3.97* | \$1,588.00 |
| Annual Total: | | | | | \$75,968.00 |

*Must be delivered with Sodium Hypochlorite.

COMPANY NAME:

Commercial Chemical Products, Inc. DBA Poolsure

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Alan Falik

PHONE NUMBER:

800-858-7665

EMAIL ADDRESS:

bids@poolsure.com

Exception to the Bid: We are taking exception to and therefor not agreeing to the Interlocal Cooperative Contracting clause.

Exhibit "A"

City of Round Rock
Pool Treatment Chemicals
IFB 22-017
Class/Item: 885-38 / 190-18
March 2022

ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 22-017

RESPONDENT'S NAME: Commercial Chemical Products, Inc. **DATE:** 3/29/2022
DBA Poolsure

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 Houston
Name of Contact Leroy Maura
Title of Contact Regional Maintenance Director
E-Mail Address leroy.maura@houston.tx.gov
Present Address 2999 South Wayside Dr.
City, State, Zip Code Houston, TX 77023
Telephone Number (832) 465-3278 Fax Number: ()

2. Company's Name City of Austin
Name of Contact Mark MacDougal
Title of Contact Program Coordinator
E-Mail Address mark.macdougal@austintexas.gov
Present Address 400 Deep Eddy
City, State, Zip Code Austin, TX 78703
Telephone Number (512) 577-7126 Fax Number: ()

3. Company's Name City of San Antonio
Name of Contact Jesse Gallegos
Title of Contact Assistant Manager
E-Mail Address jesse.gallegos@sanantonio.gov
Present Address 5800 Historic Old Hwy 90
City, State, Zip Code San Antonio, TX 78227
Telephone Number (210) 289-4505 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: 3/24/22

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

I. Questions:

Q1: Can you please provide the bleach tank size(s) for each location?

A1: Bulk chlorine delivery size -

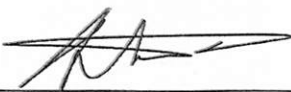
- i. Rock N River – 500-gallon tank 3ea.
- ii. Lake Creek – 500-gallon tank 1 ea.
- iii. Clay Madsen – 150-gallon tank 1 ea.

Q2: Can you please provide the previous bid tabs for the Pool Treatment Chemicals bid?

A2: Please see attached bid tabulation from the previous solicitation, Invitation for Bid 17-006 Pool Chemicals.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



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

3/24/22

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

ACKNOWLEDGED BY:

Alan Falik

Name



Authorized Signature

3/29/2022

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.**

Commercial Chemical Products, Inc. DBA Pololsure
Houston, TX United States

Certificate Number:
2022-924367

Date Filed:
08/19/2022

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 Pool Treatment Chemical
Pool Treatment Chemicals

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Falik, Alan | Houston, TX United States | X | |
| | Falik, John | Houston, TX United States | X | |
| | | | | |
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5 Check only if there is NO Interested Party. ☐

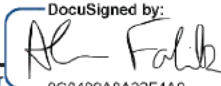
6 UNSWORN DECLARATION

My name is Alan Falik, and my date of birth is .

My address is 1707 Townhurst Drive, Houston, TX, 77043, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 19th day of August, 2022.
(month) (year)

DocuSigned by:


Signature 9C0499ABA22F4A0... (Declarant)

Contracting business entity

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.

Commercial Chemical Products, Inc. DBA Pololsure
Houston, TX United States

Certificate Number:
2022-924367

Date Filed:
08/19/2022

Date Acknowledged:
08/24/2022

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 Pool Treatment Chemical
Pool Treatment Chemicals

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Falik, Alan | Houston, TX United States | X | |
| | Falik, John | Houston, TX United States | X | |
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| | | | | |

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: J.3

Title: Consider a resolution expressing official intent to reimburse certain project expenditures for trails, parks, public safety, and the BCRUA regional water treatment plant as well as cost of acquiring certain vehicles and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance

Text of Legislative File 2022-314

This resolution allows for project costs related to 1) acquisition of land related to the next phase of trail projects; 2) acquisition of land and design costs related to the downtown signature park/the lawn at Brushy Creek; 3) acquisition of land for potential soccer fields; 4) design and construction of Central Fire Station's facility at a new location; 5) repaving of the Police Station parking lot; 6) construction costs for phases of the BCRUA expansion project; and 7) costs of acquiring certain vehicles and equipment.

This resolution will allow these projects to move forward using existing cash and then reimburse the funds once the General Obligation Bonds (GO) and Certificates of Obligation (CO) are issued.

CO debt can only be used for limited purposes: roads, public safety, fleet and equipment.

This resolution is for \$83.5 million consisting of the following:

- Future COs or GOs:
 - \$10 million to relocate and construct a new Fire Central Station No. 1
 - \$10 million for acquisition of land related to the next phase of trail projects as well as the downtown signature park (including design costs)
- Future SWIFT utility revenue bonds through Texas Water Development Board:
 - \$60 million for BCRUA Phases 1D and Phase 2 construction costs
 - Phase 1D for expanding the regional water treatment plant to 42 mgd
 - Phase 2 for a permanent, deep-water intake structure on lake Travis, a maintenance building with a chemical feed system, a gravity tunnel to transmit the raw water to a new

pump station, a raw water pipeline connecting the raw water pump station to three locations (Brushy Creek Regional water treatment plant, the City of Cedar Park water treatment plant, and the City of Leander water treatment plant), as well as electrical infrastructure improvements

- Future Limited Tax Notes:
 - \$3.5 million for costs to replace certain vehicles and equipment. The City's practice has been to acquire these items with cash and subsequently finance them for five years through a tax-exempt leasing agreement that is bid out late in the fiscal year. This type of financing allows the City to replace equipment and rolling stock in a timely manner as requirement criteria are met. The adopted FY2022-23 budget assumes lease funding for these vehicle and equipment purchases.

This resolution is required to meet IRS rules and regulations regarding the use of tax-exempt funds.

RESOLUTION NO. R-2022-314

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN
EXPENDITURES OF THE CITY OF ROUND ROCK, TEXAS**

WHEREAS, the City Council of the City of Round Rock, Texas (the “Issuer”) expects to pay expenditures in connection with the project described in Exhibit A (the “Project”) prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project, Now Therefore

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$83.5 million for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT A

PROJECT DESCRIPTION

Expenditures related to trails, parks, public safety facilities, the BCRUA regional water treatment plant, and the acquisition of vehicles and equipment, including, but not limited to, the following projects:

- Relocation of Fire Station No. 1
- Acquisition of land for trail projects and the Downtown Signature Park
- Design costs for the Downtown Signature Park
- Brushy Creek Regional Utility Authority Phases 1D and Phase 2 construction costs
- Replacement of City vehicles and equipment



City of Round Rock

Agenda Item Summary

Agenda Number: J.4

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with VPDF Sauls Ranch, LLC regarding a single-family residential development located at 2301 Hairy Man Road.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map, Aerial Photo, Map with Zoning

Department: Planning & Development Services

Text of Legislative File 2022-322

VPDF Sauls Ranch LLC (Milestone Community Builders) is planning to build a single family residential development at 2301 Hairy Man Road, which is currently located in the City's ETJ (extraterritorial jurisdiction). In accordance with State of Texas Statutes, the City cannot involuntarily annex land within our ETJ. Development within the ETJ receives limited government oversight. This limited oversight includes plat review and the inspection of public improvements, but excludes the City's ability to provide building inspections, enforce the Tree Protection and Preservation Ordinance, and all applicable Zoning regulations including lot sizes and land use restrictions.

During the initial discussions with Milestone, it was made clear that the developer's preference was to avoid annexation unless certain concessions were made by the City. These main concessions include flexibility on lot sizes, plan review turnaround time, and construction sequencing. In exchange for these concessions, this development agreement states that Milestone will annex, zone, dedicate parkland, and comply with the City's permitting and inspections process post annexation. Further, they agree to develop the project pursuant to the City's SF-3 (Single Family - Mixed Lot) zoning district regulations, with variable development standards specific to the project. Staff believes the public interest is best served with this new community developing under the City's oversight, and with the future homeowners becoming City residents.

Staff recommends approval.

RESOLUTION NO. R-2022-322

WHEREAS, VPDF Sauls Ranch LLC (“Developer”) is proposing to build a single-family residential development (the “Project”) on approximately 98.31 acres located at 2301 Hairy Man Road, Round Rock, Williamson County, Texas (“Property”), located within the City’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, the City and Developer desire to enter into a Development Agreement to identify the responsibilities of the Developer and the City in regard to the development of such; and

WHEREAS, the Developer consents to and shall request annexation of the Property into the corporate boundaries of the City subject to the terms of said Development Agreement, 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 the attached Development Agreement, 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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

DEVELOPMENT AGREEMENT

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This is a DEVELOPMENT AGREEMENT (the “Agreement”) by and between THE CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipal corporation (the “City”) and VPDF SAULS RANCH LLC, a Delaware limited liability company (the “Developer”) (collectively, the “Parties”).

WHEREAS, the Developer owns approximately 98.31 acres of land located at 2301 Hairy Man Road, Round Rock, Williamson County, Texas, more particularly described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes (the “Property”); and

WHEREAS, the Developer is proposing a single-family residential development on said Property (the “Saul’s East Development”) as generally shown on the Land Use Plan attached hereto as Exhibit “B” (“Land Use Plan”); and

WHEREAS, the Developer's Property is currently located within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Developer is requesting annexation of the Property in accordance with Subchapter C-3, Chapter 43, Texas Local Government Code, and subject to and pursuant to the terms set forth herein; and

WHEREAS, the City holds a Certificates of Convenience and Necessity (“CCN”) for water service and for sewer service issued by the Texas Commission on Environmental Quality, or a predecessor agency, recognizing the City’s right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and

WHEREAS, the Parties desire to enter into this Agreement to establish certain commitments to be imposed and made in connection with the development of the Property and for water and wastewater service; to provide increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City; and to identify planned land uses and development of the Property before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code (“Section 212.172”).

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

A. ANNEXATION

1. The Developer requests the City approve annexation of the Property in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, subject to the following terms and conditions:

(a) Upon execution of this Agreement, the Developer shall initiate, or proceed, with development of the Saul's East Development. Subject to and immediately following substantial completion and inspection of the subdivision public improvements for the Saul's East Development and acceptance thereof by the City, but prior to any home being conveyed to an end-user, the Developer shall submit a written request for, and seek approval of, annexation ("Annexation Petition").

(b) The Annexation Petition shall be considered by the City, and, in connection with such annexation, the Parties shall execute a negotiated Municipal Services Agreement ("Services Agreement"). The zoning of the Property as provided in Section B shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code.

(c) The Developer's request for annexation is expressly conditioned upon the City Council's approval and the City's full execution of this Agreement. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement.

B. ZONING

1. The Developer shall submit an application to request zoning of the Property as Single-Family-Mixed Lot ("SF-3 Zoning District"), consistent with this Agreement and the Land Use Plan at the same time that Developer submits the Annexation Petition. It is the intent of the City to zone the Property as SF-3 Zoning District. The City agrees to consider such zoning concurrently with the request for annexation of the Property and as incorporated into the Services Agreement, subject to the process, notices, hearings and procedures applicable to all other properties within the City, provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits.

2. The City agrees that the land uses, development, and development intensity shown on and allowed in the Land Use Plan and within this Agreement shall be allowed for the Property post-annexation. In the event the City Council does not approve zoning for the Property with a designation which allows the Property to be lawfully developed in the manner the Developer intends to develop the Saul's East Development, the Developer shall have the right to enforce any obligations of the City with remedies available under applicable law and shall be granted approval by the City for disannexation of the Property for failure to provide all required services set forth within the Services Agreement.

C. APPLICABLE REGULATIONS

1. Except as modified by this Agreement, the Saul's East Development shall be developed in compliance with the applicable provisions of the City's Code of Ordinances (Part II and Part III) (the "City's Code") in effect at the time of the preliminary plan application submittal ("Applicable Regulations") as set forth below. To the extent the City's Code or other zoning conflicts with this Agreement, this Agreement shall control.

2. The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning and implementing the Saul's East Development. As a result, Developer has the vested authority to develop its Property in accordance with this Agreement. The Saul's East Development project shall be deemed vested as of March 22, 2022, the date that Developer submitted the preliminary plan application, and such vesting shall continue throughout the term of this Agreement for the purpose of determining the Applicable Regulations, as modified by this Agreement. The preliminary plat application shall constitute the first application in a series of applications and as a "permit" for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. To the extent any of the Applicable Regulations are in conflict with any current or future of the City's Code or requirements, the Applicable Regulations shall prevail. In addition to, and without waiving the generality of the foregoing, the City acknowledges and agrees that this Agreement constitutes a "permit" for the purposes of Chapter 245 of the Texas Local Government Code.

D. LAND USE PLAN

The conceptual land use plan attached as Exhibit "B" and incorporated herein by reference for all purposes, as such plan may be deemed to be updated or modified by approval of a preliminary plat or as it may be administratively adjusted as provided in this Agreement (the "Land Use Plan"), depicts the proposed general land uses and development of the Property. The City hereby confirms its approval of the Land Use Plan, and specifically approves the land uses and development of the Property as shown on the Land Use Plan and in accordance with this Agreement, which land uses and development are hereby expressly allowed both before and after annexation. Notwithstanding anything in the City's Code to the contrary, the Developer shall be entitled to develop the Property in accordance with the Applicable Regulations, the Land Use Plan, and this Agreement. Approval of a preliminary plat that complies with the Applicable Regulations and this Agreement shall be deemed to also be an update and modification of the Land Use Plan. Preliminary plats and final plats that comply in all material aspects with the Land Use Plan, Applicable Regulations, and state law shall be considered by the City in accordance with the City's standard procedures. To the extent any provision of the City's Code would prohibit or materially alter the land uses and development shown on the Land Use Plan, such provision is hereby amended and modified so that the use and development of the Property after annexation as shown on the Land Use Plan may be permitted.

E. LAND USE REQUIREMENTS

1. **Permitted Uses.** The permitted, conditional, and prohibited uses and site development regulations set forth for the SF-3 Zoning District, as modified by the Land Use Plan and/ or this Agreement, shall apply to the Property and shall be enforced by the City. To the extent that this Agreement and/ or the Land Use Plan conflicts with the City's Code, the Land Use Plan and/ or this Agreement shall control.

2. **Lot Composition.** The Saul's East Development shall only consist of Standard Lots, as such lot sizes are defined in Section 2-26 of the City's Code, and as depicted by the Land Use Plan. Notwithstanding the foregoing, the Developer reserves the right to administratively adjust the lot composition to create a mixture of Standard Lots and Small Lots, with the composition consisting of no more than forty percent (40%) Small Lots. Any such adjustment to the lot sizes may be made administratively by the Developer by revising a pending or approved preliminary plan, and no revision to the Land Use Plan or approval by the City Council shall be required. The lot size within the Saul's East Development shall not be impacted or regulated based on the size of any lot abutting or adjacent to a particular lot.

3. **Encroachments.** Encroachment into all lot setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows. This provision shall not be construed as to supersede the International Building Code requirements.

4. **Fencing.** Standard non-view fencing may be used for all residential lots, including those lots abutting public or private parkland or open space, except for any residential lots or portion of the Property located adjacent to the Trail Easement (as defined below). For lots adjacent to the Trail Easement, view fencing shall be provided. Any fencing in the ultimate 1% annual chance floodplain shall be approved by the City's Floodplain Administrator.

F. TEMPORARY USES, STRUCTURES, AND PERMITS.

1. **Concurrent Review.** Pre-annexation, the City acknowledges and agrees that building permits shall not be required. Post-annexation, the City shall not limit the number of building permits under concurrent review or issued at any point in time for the Saul's East Development. The foregoing sentence shall apply to all homes associated with a final plat under construction or to be constructed post-annexation of the Property, provided that all permit applications are in compliance with this Agreement and the Applicable Regulations.

2. **Temporary Structures.** Use of temporary buildings, construction trailers, portable trailers, or temporary outdoor storage during construction, remodeling or reconstruction is permitted on the Property prior to substantial completion and does not require approval of the Zoning Administrator or issuance of a temporary use permit.

3. **Temporary Sales Office.** The temporary sales office may be in a model home, temporary building, or portable trailer, and shall be indicated on the site plan for review and approval by the Zoning Administrator in accordance with minimum health, safety and welfare codes. The temporary sales office shall be removed when one hundred percent (100%) of the residential units in the Saul's East Development have been sold to individual owners (or end-users), or earlier at the sole discretion of the Developer.

G. OPEN SPACE AND PARKLAND

The Developer shall dedicate a public access and recreation easement along Brushy Creek for the Brushy Creek Trail Extension as depicted on the Land Use Plan ("Trail Easement"). The City agrees to accept all parkland and open space identified on the Land Use Plan by dedication or public easement, and such parkland or open space identified on the Land Use Plan shall fully satisfy parkland dedication and improvement requirements in Section 4-65 of the City's Code.

H. SUBDIVISION INFRASTRUCTURE

1. **Blocks Length.** The length of blocks adjacent to parkland or open space may exceed one thousand (1,000) feet at the Developer's discretion.

2. **Floodplain.** No structures or storage shall be placed within the limits of the ultimate 1% annual chance floodplain. View fences on a residential lot may be constructed on the lot boundary lines located within the 1% annual chance floodplain, subject to review and approval by the City's Floodplain Administrator. Fences may be required to be constructed in such a manner as to avoid the damning or altering drainage flows.

I. INSPECTION AND ACCEPTANCE

1. Pre-Annexation Construction.

(a) Any home construction in the Saul's East Development commenced pre-annexation shall be constructed in compliance with the Applicable Regulations, as amended and modified in this Agreement, but shall not be subject to the City's inspection or building permit review process for issuance of a certificate of occupancy. The City agrees there shall be no limit on the number of homes under construction at one time.

(b) Construction commenced on the Property pre-annexation shall be deemed in compliance with the City's Code and suitable for occupancy following an inspection by a licensed, independent, third-party inspector ("Independent Inspector"), certifying that such home construction satisfies the Applicable Regulations, as amended and modified in this Agreement, as otherwise required and necessary for the issuance of a building permit or certificate of occupancy. For homes passing inspection by an Independent Inspector, the City agrees to issue certificates of occupancy after annexation to verify that the homes have been constructed in accordance with the Applicable Regulations and masonry requirements are satisfied.

(c) The Independent Inspector shall issue a report to the Developer, which shall be provided to the City within seven (7) days of receipt by the Developer, regarding compliance with the City's Code at each of the following stages of the construction process:

(1) Pre-Pour Inspection: Inspection of the foundations prior to pouring to verify the foundations have been constructed in full compliance with the foundation plans and Applicable Regulations. Foundation plans shall be drawn by a licensed and registered Texas engineer.

(2) Framing Inspection: Inspection of structural framing to verify the homes have been framed in compliance with engineered framing and wind bracing designs.

(3) MEP Inspection: Inspection of the plumbing, HVAC, and electrical systems prior to insulation of the homes to confirm compliance with the Applicable Regulations.

(4) Energy Inspection: Blower door test for air-infiltration along with duct blast testing for energy compliance.

(5) Final Inspection: Final inspection of all systems.

2. **Post-Annexation Construction.** For any construction of homes commenced post-annexation in the Saul's East Development, the Developer shall be required to comply with the City's inspection and building permit review process, undergo required City inspections, and obtain the required building permits and certificates of occupancy pursuant to the Applicable Regulations. There will be no limit to the number of homes under construction and no limit to the number of building permits under concurrent review.

3. **Streetlights and Landscaping.** Streetlights and landscaping shall not be considered "public improvements" for the purposes of substantial completion determination and acceptance of subdivision improvements, and, therefore, streetlights and landscaping are not required to be installed and fully functioning prior to acceptance or prior to issuance of building permits post-annexation. The street lighting facilities shall be complete and operational prior to homes being occupied. A street lighting plan is not required for submittal of the subdivision improvement construction plans. A landscape plan is not required for submittal of the subdivision improvement construction plans except for the area of the Saul's East Development abutting Creek Bend Boulevard.

4. **Construction of Homes.** Construction of homes may begin prior to substantial completion and prior to an issuance of a certificate of acceptance from the PDS Director subject to the terms specified herein, however, no home shall be occupied prior to final acceptance of the public improvements.

5. **Subdivision Walls.** The Developer shall complete subdivision walls on residential lots adjacent to Creek Bend Boulevard prior to the City's issuance of a certificate of occupancy for those lots. No other subdivision walls are required to be complete prior to the City's issuance of a certificate of occupancy for adjacent lots.

6. **Connectivity.** The connectivity depicted in the Land Use Plan shall constitute adherence with Applicable Regulations based on limitations from natural feature and lack of stub streets or other opportunities to connect with adjacent subdivisions.

J. REVIEW AND APPROVALS

The Developer agrees to waive the thirty (30) day mandated timeline set forth in Section 212.009 of the Texas Local Government Code. The City shall cooperate with the Developer to expeditiously process and review all zoning and development applications related to the Saul's East Development. Review comments and determinations from the City for any development application shall be due within ten (10) business days of application submission and each subsequent round due within five (5) business days of submitted responses. The City shall appoint a designated staff liaison for any development-related matters.

K. PRAIRIE BUILDING

1. **Prairie Building Construction.** Development of the Property shall utilize "Prairie Building Construction" which allows the construction of residences to begin after recordation of the final subdivision plat and concurrently with construction of the subdivision improvements, contingent upon (i) home construction traffic is limited to temporary access roads, where possible, to avoid vehicular traffic on future public right-of-way, (ii) any vehicular traffic on right-of-way will be at the Developer's risk, (iii) streets damaged by vehicular traffic will be repaired or replaced at the Developer's expense as directed by the City inspectors, and (iv) construction is in accordance with a Prairie Build Plan approved by the City, which approval shall not be unreasonably, withheld conditioned or delayed and shall be approved if such plan complies with the requirements of this Agreement. In no event shall any home be occupied before the infrastructure is properly constructed and fully functional, and the home is connected to code compliant water and wastewater facilities. At all times during home construction, both post and pre-annexation, either the Construction Roads defined herein, or the permanent public street(s), shall be maintained and allow for adequate emergency services vehicular access to all lots under construction. Maintenance shall mean the capability of the Construction Roads to support the 80,000-pound Fire Apparatus Truck, and the absence of potholes or other obstructions that inhibit emergency services vehicular access, including but not limited to, construction debris or materials, parked vehicles, and/or substandard road grades.

2. **Construction Roads and Access.** The City, including without limitation the City's Fire Department, acknowledges and agrees that the subdivision improvements to serve the lots are not required to be substantially complete before the Developer commences construction on the initial homes (including model homes). As set forth above, any new home construction commenced pre-annexation shall not require a building permit

and shall be inspected by an Independent Inspector. Notwithstanding the foregoing, the Developer agrees that, pre-annexation, it will only commence construction of single-family dwelling units following placement of one or more twenty foot (20') wide temporary construction roads ("Construction Roads"). The Construction Roads shall be four inches (4") of either crushed limestone base or railroad ballast. A letter by a registered professional engineer stating that the road surface can support an 80,000-pound vehicle shall be provided to the City. The Developer further agrees that, pre-annexation, vertical construction for such homes will only be commenced following completion of operational waterlines capable of providing the required fire flow. Adequate emergency access to the homes being constructed shall be always maintained. Post-annexation, homes already under construction at the time of annexation may proceed without the requirement of a building permit and shall be inspected by the Independent Inspector. The construction of new homes commenced post-annexation shall require normal building plan review, building permit issuance, and building inspection.

L. ENVIRONMENTAL

1. Landscaping. Small trees shall have no minimum setback distance from buildings or similar structures.

2. Tree Protection and Preservation. The Saul's East Development shall comply with the City's Tree Preservation and Mitigation requirements. Notwithstanding Section 1 above, the requirements for regulated trees shall apply only for tree species that are on the list of eligible monarch tree species in Section 8-18 of the City's Code. A dead tree that was previously designated a monarch tree by City Council or was considered a protected tree at the time it was alive may be removed by a letter of determination from a third-party arborist being field verified by the City Forester or his representative and concurred with by the PDS Director.

3. Jurisdictional Water Ways. The City shall assist, upon request, with the processing, approval, and authorization of any additional local permits related to the allowance of crossings under Nationwide Permit 14 ("NP 14"). The City further agrees to avoid any actions which may cause a delay in the review and issuance of a permit related to NP 14.

M. SERVICE COMMITMENT

Subject to the payment of all applicable fees and charges, City agrees to provide retail water and wastewater service to the Property, and to customers within the Property, in a quantity sufficient to serve all development within the Property as it progresses up to full build out, in accordance with the Land Use Plan attached to this Agreement. City shall provide service to customers within the Property in the same manner as it currently serves other in-City customers of the same customer class and in accordance with its standard rules, policies, Applicable Regulations, and regulations of the State of Texas. The City further agrees to release and issue water meters upon request by the Developer immediately following payment of all associated fees pertaining to the water meter. Notwithstanding the foregoing, the City's obligation to serve the Property is expressly contingent on

Developer's compliance with its obligations under this Agreement and construction of the infrastructure necessary to adequately serve the Property. Except as otherwise agreed, Developer shall not be required to oversize facilities or otherwise fund or construct facilities with capacity greater than required for service to the Property. Notwithstanding anything in this Agreement to the contrary, in the event of any disannexation of the Property, the City obligations to provide water and wastewater service to the Property as provided in this Section M, shall continue to apply and shall continue to remain in full force and effect, and the City shall provide continuous and adequate retail water and wastewater services to and within the Property in accordance with this Agreement regardless of whether the Property is removed from any CCN held by the City.

N. CODE MODIFICATIONS

In addition to the modifications set forth in the foregoing provisions of this Agreement, the modifications to the City's Code in the attached Exhibit "C", "Code Variance Table," shall apply to the Saul's East Development in lieu of otherwise applicable City regulations and City's Code requirements as allowed by Section 212.172(b)(3) and (8) and Section 43.0751(f)(8) of the Texas Local Government Code. Said attached Code Variance Table shall be incorporated herein by reference for all purposes.

O. MISCELLANEOUS PROVISIONS

1. **Actions Performable.** The City and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. **Governing Law.** The City and the Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all Parties. This Agreement runs with the land and shall bind the Properties for a term of ten (10) years, unless amended by the Parties.

5. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses:

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

Developer
VPDR Sauls Ranch LLC
901 Marquette Avenue South, Suite 3300
Minneapolis, Minnesota 55402

With copy to:
Milestone Community Builders, LLC
2100 Northland Drive
Austin, Texas 78756

6. Default and Remedies. A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement, subject to the notice and cure provisions. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a default of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No default of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, and the Party shall be given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). If the City defaults under this Agreement and fails to cure the default within the applicable period, Developer may, at its sole election, (i) terminate this Agreement and be relieved from any and all obligations under this Agreement, in which event the City shall be obligated to disannex the Property, (ii) if the City fails to initiate the zoning process as contemplated in the Agreement pursuant to its zoning discretion, Developer may seek disannexation for failure of the City to provide municipal services pursuant to the negotiated Services Agreement, (iii) enforce the Agreement by seeking specific performance and/ or a writ of mandamus from a Williamson County District Court, as available under applicable law, and/ or (iv) seek any and all other remedies available at law or in equity including, without limitation, those remedies set forth in Section 212.172 of the Texas Local Government Code. Notwithstanding anything in this Agreement to the contrary, in the event of any disannexation of the Property, the City not be relieved of its obligations to provide water and wastewater service as provided in Section M, the City obligations to provide such service to the Property shall continue to apply and shall continue to remain in full force and effect, and the City shall fully and continually provide such service to the Property based on the Property being located within the CCN.. Developer's foregoing remedies for a default by the City are cumulative. If the Developer defaults and fails to commence the cure of an alleged default, City may seek injunctive relief from a court of proper jurisdiction and/or terminate this Agreement. If either Party defaults, the prevailing Party in the dispute will be entitled to recover from the non-

prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

7. **Force Majeure.** Owner and the City agree that the obligations of each Party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. **Time of the Essence.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

9. **Continuity.** This Agreement shall run with the Properties and be binding on all successors and grantees of Owner.

10. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

11. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(signatures on following pages)

SIGNED as of this _____ day of _____, 2022 (“Effective Date”).

CITY OF ROUND ROCK, TEXAS

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

ACKNOWLEDGEMENT

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Craig Morgan, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas

VPDF Sauls Ranch LLC, a Delaware limited liability company

By: 
Its: Anders Gode, Authorized Signatory

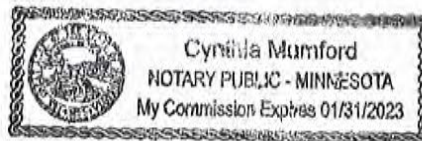
ACKNOWLEDGEMENT

THE STATE OF MINNESOTA }

ANOKA
COUNTY OF ~~HENNEPIN~~ }

This instrument was acknowledged before me on the 22nd day of September, 2022, by Anders Gode (Name), Authorized Signatory (Title) on behalf of VPDF Sauls Ranch LLC, a Delaware limited liability company.


Notary Public, State of Minnesota



After recording, return this document to:

Attn: Stephanie Sandre
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

EXHIBIT A
DESCRIPTION OF PROPERTY

**A METES AND BOUNDS
DESCRIPTION OF A
98.310 ACRE TRACT OF LAND**

BEING a 98.310 acre (4,282,368 square feet) tract of land situated in the David Curry Survey, Abstract No.130, and the Elisha McDaniel Survey, Abstract 441, City of Round Rock E.T.J., Williamson County, Texas; and being a portion of that certain Third Tract called 34 acres out of the D Curry Survey, and 163 acres out of the E McDaniel's Survey, as described in instrument to Clarence Lorenza Sauls and recorded in Volume 608, Page 936 (originally described in Vol.382, Pg.179) of the Deed Records of Williamson County;

BEGINNING at a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found marking the southwest corner of that certain 5.331 acre tract described in instrument to The City of Round Rock for street right-of-way extension and expansion of Creek Bend Blvd. (variable width public right-of-way); and marking the western-most northwest corner of the herein described tract;

THENCE, along the southeasterly line of said Creek Bend Blvd. the following seven (7) courses and distances:

1. in a northeasterly direction along a non-tangent curve to the left, having a radius of 1075.00 feet, a chord North 59°10'28" East, 199.06 feet, a central angle of 10°37'29", and an arc length of 199.35 feet to a 5/8-inch iron rod found for corner;
2. North 45°39'45" East, 107.42 feet to a 1/2-inch iron rod found for corner;
3. in a northeasterly direction along a non-tangent curve to the left, having a radius of 1065.00 feet, a chord North 46°59'22" East, 42.49 feet, a central angle of 02°17'10", and an arc length of 42.49 feet to a 1/2-inch iron rod found for corner;
4. North 45°50'47" East, 1010.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found for corner;
5. South 44°09'13" East, 5.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found for corner;
6. North 45°50'47" East, 431.04 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction along a tangent curve to the left, having a radius of 1070.00 feet, a chord of North 43°35'12" East, 84.38 feet, a central angle of 04°31'10", and an arc length of 84.40 feet to point for corner at the approximately centerline of Brushy Creek, and on the southerly boundary of that certain 5.985 acre tract described in instrument to Jorge L. Gonzales, recorded in Document No. 2006030815 of the Official Public Records of Williamson County;

THENCE, along the approximate centerline of said Brushy Creek, the southerly boundary of the said 5.985 acre tract, and the southerly and southwesterly boundaries of the following tracts: 6.721 acres to in Document No. 2019099879; 5.968 acres in Document No. 2019099879; 4.23 acres in Volume 629, Page 120; 4.228 acres in Document No. 2008070783; 4.2366 acres (Lot 1, Koshy Subdivision, Document No. 2015043177); all described in instruments recorded in the Official Public Records of Williamson County, the following fourteen (14) courses and distances:

1. South 78°12'53" East, 221.47 feet to a calculated point for corner;
2. South 89°12'28" East, 178.17 feet to a calculated point for corner;
3. North 76°48'02" East, 252.59 feet to a calculated point for corner;
4. North 83°28'17" East, 115.69 feet to a calculated point for corner;
5. North 60°53'17" East, 35.46 feet to a calculated point for corner;
6. North 66°52'16" East, 62.48 feet to a calculated point for corner;
7. North 62°46'02" East, 236.27 feet to a calculated point for corner;
8. North 79°36'32" East, 215.00 feet to a calculated point for corner;
9. South 87°09'45" East, 97.70 feet to a calculated point for corner;
10. South 66°10'35" East, 228.00 feet to a calculated point for corner;

11. South 65°52'59" East, 260.77 feet to a calculated point for corner; said point for corner bears North 25°59'59" East, 45.32 feet to a witness corner found on the common line of said 4.23 acre and 4.228 acre tracts;
12. South 66°06'15" East; at 126.80 feet passing an X-chiseled in a large boulder located 0.8' to the right; continuing for a total distance of 259.43 feet to a calculated point for corner;
13. South 65°51'27" East, 89.35 feet to a calculated point for corner;
14. South 59°20'27" East, 170.97 feet to a calculated point for corner; said point for corner bears North 12°59'13" East, 25.53 feet to a witness corner found on the easterly line of said Lot 1;

THENCE, continuing along the approximate centerline of said Brushy Creek, and the southwesterly boundary of Lot 14 of the Resubdivision of Oak Springs, plat of which is recorded in Cabinet H, Slide 24 of the Plat Records of Williamson County, the following three (3) courses and distances:

1. South 59°20'53" East, 418.69 feet to a calculated point for corner;
2. South 53°18'26" East, 362.03 feet to a calculated point for corner;
3. South 36°42'26" East, 187.03 feet to a calculated point for corner on the northwesterly boundary of that certain 1.81 acre tract described in instrument to Mary Frances Rutledge, recorded in Volume 1998, Page 688 of the Official Public Records of Williamson County;

THENCE, South 28°07'30" West, 6.04 feet along boundary of the said 1.81 acre tract to a calculated point for corner;

THENCE, South 43°29'30" East, 28.30 feet continuing along boundary of the said 1.81 acre tract to a calculated point for corner;

THENCE, South 67°08'01" West, 16.56 feet along the boundary of Lot 2, Block A of the Final Plat of Freedom Church Subdivision, recorded in Document No. 2021096891 of the Official Public Records of Williamson County, to a calculated point for corner; said point for corner bears North 67°08'01" East, 73.79 feet to a witness corner found on the northwesterly line of said Lot 2, Block A;

THENCE, South 37°05'03" East, 503.90 feet, along the southwesterly boundary of said Lot 2, Block A to a calculated point for corner, and marking the southeast corner of the herein described tract;

THENCE, along the northwesterly boundary of The Oaklands Section One-B, plat of which is recorded in Cabinet G, Slide 173 of the Plat Records of Williamson County, the following three (3) courses and distances:

1. South 69°41'51" West; at 239.87 feet passing a 1/2-inch iron rod found marking the common north corner of Lot 85 and a Park Lot in Block B; continuing for a total distance of 772.44 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner
2. South 68°05'40" West, 350.55 feet to a 1/2-iron rod found for corner;
3. South 68°14'14" West, 47.25 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the southeast corner of Lot 22, Block N of Oakcreek Subdivision Section One, plat of which is recorded in Cabinet H, Slide 218 of the Plat Records of Williamson County;

THENCE, along the boundary of said Oakcreek Section One the following five (5) courses and distances:

1. North 21°28'30" West, 54.42 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for a point of curvature;
2. in a northwesterly direction along a tangent curve to the left, having a radius of 470.00 feet, a chord of North 55°14'15" West, 522.41 feet, a central angle of 67°31'30"; at an arc length of 413.98 passing a 1/2-inch iron rod found marking the common north corner of Lots 16 and 17 of Block N; continuing for a total arc length of 553.91 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
3. North 21°32'56" West, 656.52 feet to a 1/2-iron rod found marking the northwest corner of Lot 37, Block N, and marking an interior corner of the herein described tract;










4. South 76°13'09" West, 1619.55 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the north exterior corner of Lot 14, Block B;
5. South 40°15'22" West, 246.63 feet to a 1/2-iron rod found marking the north corner of Lot 10, Block B, and the northeast corner of Oakcreek Subdivision Section Two, plat of which is recorded in Cabinet H, Slide 246 of the Plat Records of Williamson County;

THENCE, South 68°28'39" West, 1126.97 feet along the northwesterly boundary of said Oakcreek Section Two to a 1/2-iron rod found marking the northwest corner of a lot called Arterial 2 on said Section Two, and on the westerly boundary of Lot 1, Block B of the aforesaid Final Plat of Fern Bluff Community, and marking the southeast corner of the herein described tract;

THENCE, North 20°25'12" West, 439.25 feet along said Lot 1, Block B to a **POINT OF BEGINNING**, and containing 98.310 acres of land in Williamson County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 0.9998840558. This description was generated on 1/20/2022 at 12:08 PM, based on geometry in the drawing file K:\SNA_Survey\069255405-SAULS RANCH EAST\Dwg\SaulsRanchEast - Base-SF.dwg, in the office of Kimely-Horn and Associates in San Antonio, Texas.

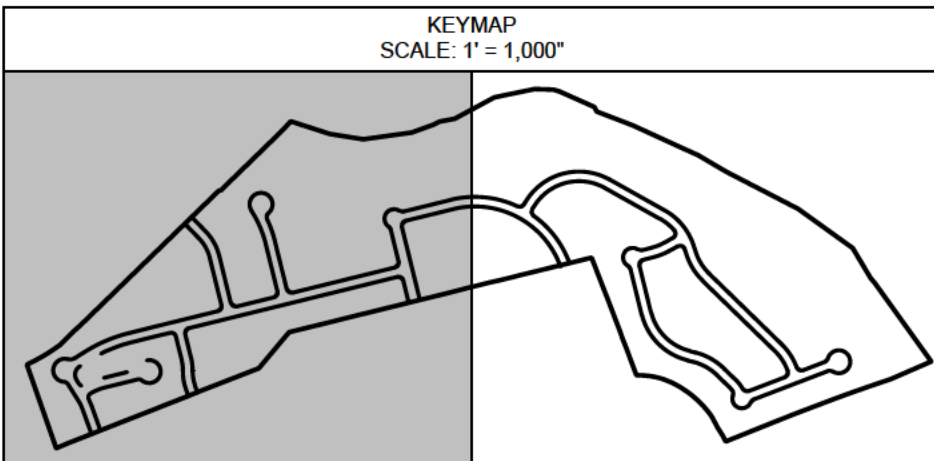
EXHIBIT B
LAND USE PLAN



- | | |
|---|-------------------------|
|  | PROPERTY LINE |
|  | ADJACENT PROPERTY LINE |
|  | RIGHT OF WAY |
|  | LOT LINE |
|  | EASEMENT LINE |
|  | BLOCK LABEL |
|  | GEOLOGICAL FEATURE |
|  | EXISTING ROADWAY |
| R.O.W. | RIGHT OF WAY |
|  | ZONE AE FEMA FLOODPLAIN |

GENERAL PLAN NOTES

1. A PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
3. A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFY BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 4840-00-0005, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
4. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, SECTION 6-26, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
5. A TEN FOOT (10') PUE AND SIDEWALK EASEMENT ABUTT NG AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
6. THIS PLAT CONFORMS TO THE CONCEPT PLAN APPROVED BY THE PLANNING AND ZONING COMMISSION ON MAY 4, 2022.
7. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING GREATER THAN 20 DWELLING UNITS.
8. SUBDIVISION WALLS SHALL BE LOCATED AND CONSTRUCTED IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, SECTION 4-30, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
9. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
10. TRAIL EASEMENT PROPOSED TO BE DEDICATED TO WILLIAMSON COUNTY. THE LOCATION OF THE EASEMENT SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, BEING TEN (10) FEET ON EACH SIDE OF THE CENTERLINE OF THE TRAIL, AS FINALLY CONSTRUCTED.
11. BLOCK C, LOT 23 AND BLOCK E, LOT 87 ARE DESIGNATED AS ACCESS DRIVE LOTS AND TO BE OWNED AND MAINTAINED BY THE HOA. BLOCK C (LOT 24 AND 25) WILL HAVE ACCESS FROM LOT 23, BLOCK E LOTS 1, 2, 3, 4 AND 5 WILL HAVE ACCESS FROM LOT 87.
12. ALL OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE HOA.



| PROJECT INFORMATION | |
|--|---|
| OWNER | MILESTONE COMMUNITY BUILDER |
| ACREAGE | 98 31 AC |
| SURVEYOR | KIMLEY-HORN |
| NUMBER OF BLOCKS | 7 BLOCKS |
| LF OF NEW STREETS | 9,102 LF |
| CONNECTIVITY INDEX | 1.33 |
| SUBMITTAL DATE | AUGUST 23, 2022 |
| P&Z COMMISSION REVIEW | SEPTEMBER 21ST, 2022 |
| BENCHMARK DESCRIPTION & ELEVATION WITH VERTICAL DATUM AND GEIOD | DATUM IS NAVD '88, USING GEOID 18, BASED ON GPS OBSERVATIONS. |
| | BM #5000 MAG SET "JPH BENCHMARK" ELEV. = 776.897' |
| | BM #61243 CITY OF ROUND ROCK GPS POINT DATA 01-006 ELEV. = 757.38' |
| | BM #101815 MAG NAIL SET IN CONC "KHA" ELEV. = 782.22' |
| PATENT SURVEY | ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441 DAVID CURRY SURVEY ABSTRACT NO. 130 |
| ENGINEER | KIMLEY-HORN |

| LOTS BY TYPE | | |
|---------------|-------------------|----------|
| TYPE | NUMBER OF LOTS | ACREAGE |
| SINGLE FAMILY | 225 | 41.26 AC |
| OPEN SPACE | 15 | 43.95 AC |

| LOTS SUMMARY | |
|-------------------|----------------|
| TYPE | NUMBER OF LOTS |
| SMALL | 11 |
| STANDARD | 177 |
| ESTATE | 37 |
| OPEN/ SPECIAL USE | 15 |

LEGAL DESCRIPTION
AW0441 - MCDANIEL, E. SUR., ACRES 54.35
AW0441 MCDANIEL, E. SUR., ACRES 1.00
AW0130 CURRY, D. SUR., 42.37

WATERSHED STATUS
THIS SITE IS LOCATED IN THE TURKEY CREEK-BRUSH CREEK
WATERSHED OF THE BRAZOS RIVER BASIN

| PROPOSED STREET NAME | STREET SUMMARY | | | | |
|-------------------------|------------------|-----|---------|---------------|-------------|
| | TYPE | ROW | BOC-BO' | STREET LENGTH | CURB TYPE |
| ELECTUS WAY | LOCAL STREET | 50' | 31' | 641' | CURB/GUTTER |
| ELECTUS WAY | COLLECTOR STREET | 60' | 31' | 1225' | CURB/GUTTER |
| GALAH LOOP | LOCAL STREET | 50' | 31' | 1552' | CURB/GUTTER |
| GALAH COVE | LOCAL STREET | 50' | 31' | 240' | CURB/GUTTER |
| GOFFIN LANE | LOCAL STREET | 50' | 31' | 1974' | CURB/GUTTER |
| MEYERS STREET | LOCAL STREET | 50' | 31' | 503' | CURB/GUTTER |
| CAIQUE COURT | LOCAL STREET | 50' | 31' | 382' | CURB/GUTTER |
| RED BELLIED STREET | COLLECTOR STREET | 70' | 51' | 536' | CURB/GUTTER |
| CARDINAL STREET | LOCAL STREET | 50' | 31' | 363' | CURB/GUTTER |
| ROBIN TRAIL | LOCAL STREET | 50' | 31' | 1039' | CURB/GUTTER |
| OAKLAND DRIVE | COLLECTOR STREET | 60' | 31' | 365' | CURB/GUTTER |
| OAKWOOD BLVD | COLLECTOR STREET | 60' | 31' | 443' | CURB/GUTTER |

OWNER:
MILESTONE COMMUNITY BUILDER
STEVE WALKUP

ENGINEER
KIMLEY-HORN
5301 SOUTHWEST PARKWAY,
BUILDING 3 SUITE 100
AUSTIN, TX 78746
PH: (512) 646-2243
ATTN: BENJAMIN GREEN

SURVEYOR:
KIMLEY-HORN
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TX 78216
PH: (210) 541-9166
ATTN: JOHN G. MOSIER

WATER:
CITY OF ROUND ROCK
3400 SUNRISE ROAD
ROUND ROCK, TX 78665
PH: (512) 255-6916

WASTEWATER:
CITY OF ROUND ROCK
3400 SUNRISE ROAD
ROUND ROCK, TX 78665
PH: (512) 255-6916

BENCHMARKS

1. BM #5000 MAG SET "JPH BENCHMARK"
ELEV. = 776.897'
2. BM #61243 CITY OF ROUND ROCK
GPS POINT DATA 01-006
ELEV. = 757.38'
3. BM #101815 MAG NAIL SET IN CONC "KHA"
ELEV. = 782.22'

| 1 | ROAD ALIGNMENTS & LOT COUNT | 08/23/2022 | BY |
|-----|-----------------------------|------------|----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| No. | REVISIONS | DATE | BY |

Kimley»Horn

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 HWEST PKWY, BUILDING 3, SUITE 100, AUSTIN, TX 78744
 PHONE: 512-646-2237 FAX: 512-418-1791

TEXAS REGISTERED ENGINEERING FIRM F-928



| | |
|--------------------------|----------------------|
| KHA PROJECT 069255406 | DATE September 22 |
| SCALE: AS SHOWN | DESIGNED BY: BG |
| | DRAWN BY: AD |
| | CHECKED BY: CO |

PLAT (SHEET 1 OF 2)

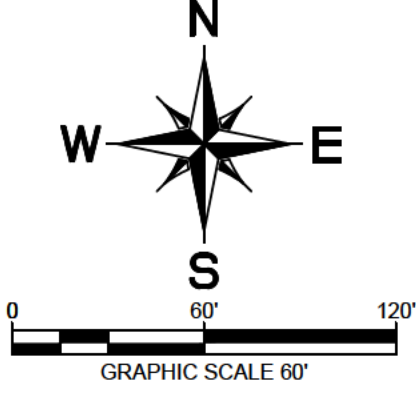
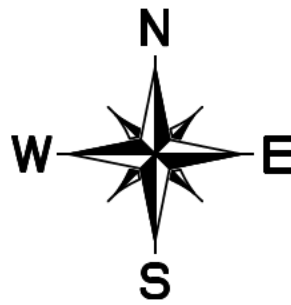
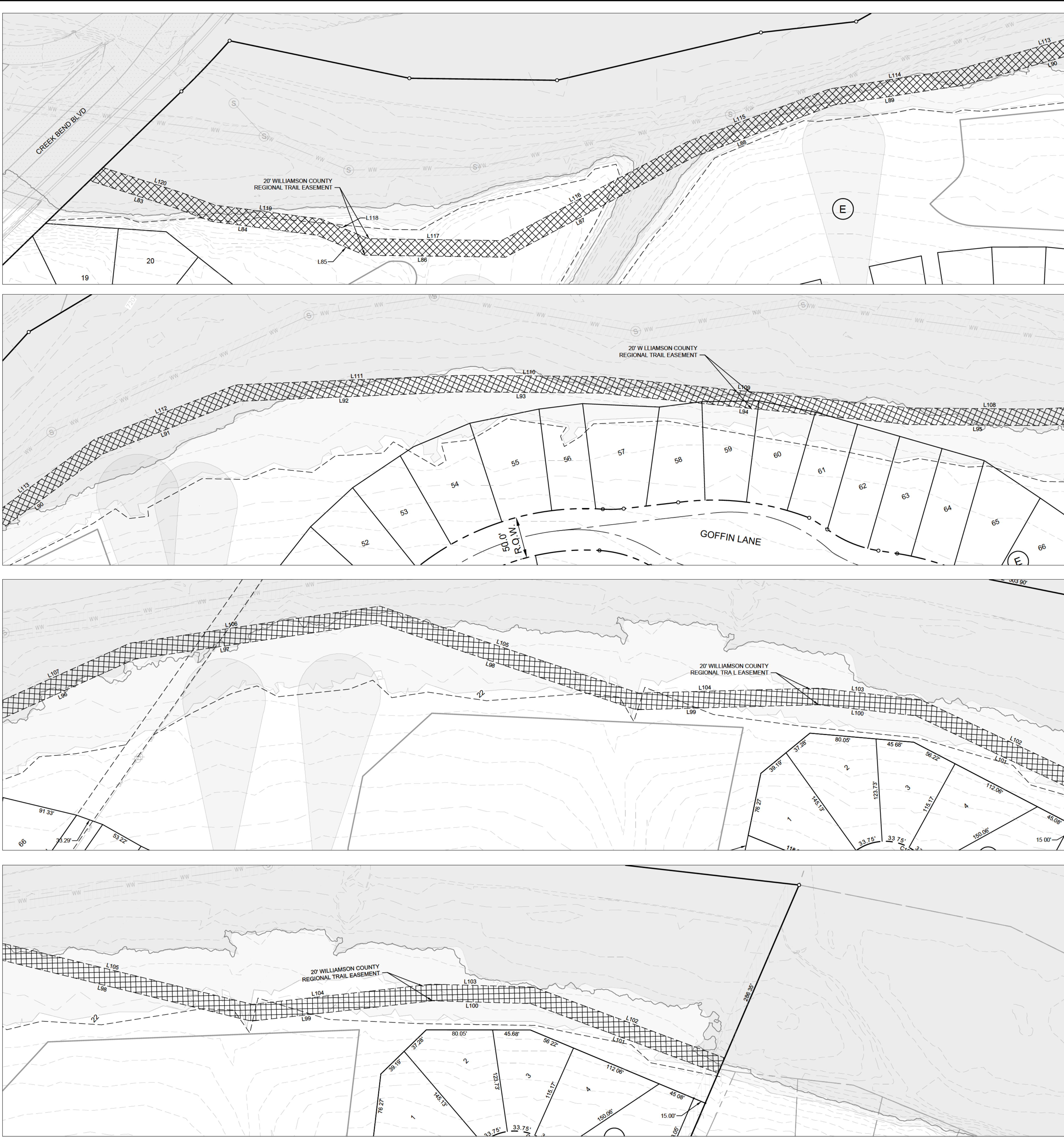
REVISED
PRELIMINARY PLAT
SAULS RANCH EAST

WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
1 OF 4

Plotted By: Helbert, Brandon Date: September 15, 2022 03:36:12pm File Path: K:\SAU_Gut\Milestones - Sauls Ranch East\Gut\ Preliminary\PlatSheets\C - Final\Plat.dwg

This document, together with the concepts and designs presented herein, is an instrument of service. It is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without proper authorization and signature by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

| | |
|--|---------------------------|
| | PROPERTY L. N.E. |
| | ADJACENT PROPERTY L. N.E. |
| | RIGHT OF WAY |
| | LOT LINE |
| | EASEMENT L. N.E. |
| | BLOCK LABEL |
| | GEOLOGICAL FEATURE |
| | EXISTING ROADWAY |
| | R.O.W. |
| | ZONE AE FEMA FLOODPLAIN |

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- THIS PLAT CONFORMS TO THE CONCEPT PLAN APPROVED BY THE PLANNING AND ZONING COMMISSION ON MAY 4, 2022.
- A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING GREATER THAN 29 DWELLING UNITS.
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| | | | | | | | | | | | | | | |
|--------------------------|----------------------|-------------------|--------------------|-----------------|-------------------|------------------------|---|------------|-----------|-----|---|-----------------------------|------------|----|
| KHA PROJECT 089255406 | DATE September 22 | SCALE AS SHOWN | DESIGNED BY: BG | DRAWN BY: AD | CHECKED BY: CO | SHEET NUMBER 3 OF 4 | REVISED PRELIMINARY PLAT SAULS RANCH EAST CITY OF ROUND ROCK WILLIAMSON COUNTY, TEXAS | BY DATE | REVISIONS | No. | 1 | ROAD ALIGNMENTS & LOT COUNT | 08/23/2022 | BG |
| | | | | | | | | | | | | | | |



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5301 SOUTHWEST PKWY., BUILDING 3, SUITE 100, AUSTIN, TX 78744
PHONE: 512-646-2237 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



WILLIAMSON COUNTY
TRAIL AND R.O.W.
DETAIL

REVISED
PRELIMINARY PLAT
SAULS RANCH EAST
CITY OF ROUND ROCK
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
3 OF 4

EXHIBIT C
CODE VARIANCE TABLE

EXHIBIT "C"
CODE VARIANCE TABLE
Saul's East

| City Code Reference | Code Verbiage | Proposed |
|---|--|---|
| Sec. 2-16(c)(3) <i>SF-3 District – Compatibility Standards</i> | Where SF-3 lots are subdivided abutting existing homes on lots 10,000 sq. ft. and over, the SF-3 lots that immediately abut the large lots shall be a minimum of 10,000 sq. ft. | Not applicable |
| Sec. 2-16(c)(4) <i>SF-3 District – Lot Composition</i> | Except as provided below, each new subdivision with SF-3 zoning shall meet the following lot size composition: (a) Estate lots shall compose no less than 40% of the total number of residential lots. (b) Standard lots shall compose no less than 30% of the total number of residential lots. (c) Small lots shall compose no more than 30% of the total number of residential lots. (d) A subdivision may vary from the lot size composition outlined above, so long as... | Not applicable. <i>Project will consist of standard lots only; however, Developer may opt to create a mixture of standard and small lots. Lot size composition will be in accordance with the Land Use Plan.</i> |
| Sec. 2-26(d) <i>Residential Lot and Building Dimensional Standards – Permitted Limited Encroachments</i> | In the SF-R, SF-1, SF-2 and SF-3 districts, limited encroachment into the front and rear setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows. | In the SF-R, SF-1, SF-2 and SF-3 districts, limited encroachment into the front and rear setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows. |
| Sec. 2-92(c)(3) <i>Temporary Uses, Structures, and Permits – Use of Model Home as Temporary Sales Office</i> | If a model home is used as a temporary sales office, the sales office shall be removed when certificates of occupancy have been issued to 90 percent of the associated residential units. | If a model home is used as a temporary sales office, the sales office shall be removed when 100% of the residential units have been sold to individual owners (or end-users), or earlier solely at the discretion of the Developer. |
| Sec. 2-92(c)(5) <i>Temporary Uses, Structures, and Permits – Use of Model Home as Temporary Sales Office</i> | Temporary sales offices shall only be located in model homes. | Temporary sales offices located in model homes, temporary buildings, or portable trailer, and shall be indicated on the site plan for review and approval by zoning administrator. |
| Sec. 2-92(c)(5) <i>Temporary Uses, Structures, and Permits – Use of Temporary Buildings or Temporary Outdoor Storage</i> | The following regulations shall apply to the use of temporary buildings or temporary outdoor storage during expansions, remodeling or reconstruction... | Use of temporary buildings, construction trailers, portable trailers, or temporary outdoor storage during construction, remodeling or reconstruction is permitted on the Property prior to substantial completion and does not required issuance of a temporary use permit. |

EXHIBIT "C"
CODE VARIANCE TABLE

| | | |
|--|--|---|
| Sec. 4-30(c)(4) <i>Subdivision Walls</i> | Prior to the city's acceptance of the public improvements, the developer must complete all walls required herein. | Prior to the city's issuance of a Certificate of Occupancy , the developer must complete all walls <i>along Creek Bend Blvd.</i> required herein. |
| Sec. 4-47(c)(1) <i>Blocks</i> | The block length shall not exceed 1,000 feet without approval of the Planning and Zoning Commission. The city encourages block lengths to be limited to 600 feet, but the length may be varied according to circulation, topography, and provisions of the General Plan. | The block length shall not exceed 1,000 feet without approval of the Planning and Zoning Commission, <i>except for residential blocks located adjacent to parkland or open space which shall not be limited.</i> The city encourages block lengths to be limited to 600 feet, but the length may be varied according to circulation, topography, and provisions of the General Plan. |
| Sec. 4-65 <i>Standards for Parkland Dedication</i> | General standards and Improvements Required | Satisfied. <i>City accepts all parkland and open space identified on the Land Use Plan for dedication or public easement. All Parkland requirements under this section will be deemed satisfied or waived.</i> |
| Sec. 4-88(b) <i>Subdivision and Addition Plats</i> | The final plat of any proposed addition or subdivision showing the limits of the ultimate 1% annual chance floodplain shall contain the following plat note: "No fences, structures, storage or fill shall be placed within the limits of the ultimate 1% annual chance floodplain unless approved in accordance with city ordinances." | Satisfied <i>All fences within the ultimate 1% annual chance floodplain shall be view fences. Fences may be required to be constructed in such a way to avoid restricting water flow that may cause drainage issues as determined by the project engineer and City Floodplain Administrator. Fill is allowed to be placed in the 1% annual chance floodplain upon the processing and approval of a Letter of Map Revision-Based on Fill (LOMR-F) application with the Federal Emergency Management Agency.</i> |
| Sec. 4-99(a)(2) <i>Inspection and Acceptance – Entry and Inspection</i> | Upon completion of the public improvements, the developer shall arrange with the PDS director for a final inspection to determine that the public improvements have been installed and in conformity with the accepted subdivision improvement construction plans. The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the city. | Upon completion of the public improvements, the developer shall arrange with the PDS director for a final inspection to determine that the public improvements have been installed and in conformity with the accepted subdivision improvement construction plans. <i>The street lighting facilities are not required to be operational at the time of final inspection.</i> The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the city. |

EXHIBIT "C"
CODE VARIANCE TABLE

| | | |
|---|--|--|
| Sec. 4-99(b) <i>Inspection and Acceptance – Substantial Completion</i> | If the developer wishes to start construction of homes before a Certificate of acceptance is issued by the PDS director, the developer must request a Certificate of Substantial Completion. The PDS director may issue a Certificate of Substantial Completion if he/she determines that the public improvements are substantially complete so that it is safe to issue permits for initial homes pursuant to Sec. 8-109. | If the Developer wishes to may start construction begin to pour foundations of homes before a Certificate of acceptance is issued by the PDS director, <i>after placement of temporary construction roads with surface capability of supporting 80,000 pound vehicle. Developer may then begin vertical construction of homes after fire department acceptance of paving and fire flow.</i> |
| Sec. 6-11(a)(1) <i>Streets – Local Streets</i> | The purpose of a local street is to provide lot street frontage and carry traffic to a higher classification street. Local streets are divided into three subcategories: Local-residential, local-nonresidential or local-rural. Unless approved by the transportation director, a local street shall not connect to two separate higher classification streets or connect directly to arterial streets. Local streets may be designated as private streets. | The purpose of a local street is to provide lot street frontage and carry traffic to a higher classification street. Local streets are divided into three subcategories: Local-residential, local-nonresidential or local-rural. <i>A local street may</i> connect directly to arterial streets. Local streets may be designated as private streets. |
| Sec. 6-12(a) <i>Connectivity – Connectivity Index</i> | With the submittal of a preliminary plat for a new single-family or two-family subdivision, a connectivity index shall be included and calculated for the road network in the subdivision. The roadway connectivity index shall be a minimum of 1.35, however additional pedestrian links shall be provided to increase the overall connectivity index to a minimum of 1.40. Subdivisions with a roadway connectivity index of 1.40 or greater shall not be required to provide additional pedestrian links. | With the submittal of a preliminary plat for a new single-family or two-family subdivision, a connectivity index shall be included and calculated for the road network in the subdivision. <i>Based on limitations from natural features and lack of stub streets or other opportunities to connect with adjacent subdivisions, the connectivity depicted in the Concept Plan and provided by the Land Use Plan shall constitute adherence with Applicable Regulations.</i> |
| Sec. 6-12(d) <i>Connectivity</i> | A subdivision may have a roadway connectivity index of less than 1.35, provide fewer connections to public roads, or provide fewer stub streets than required by the above where specific features or constraints of the land being subdivided make strict compliance impossible or impractical. Such features include the following: (1) Natural features such as bodies of water, severe elevation changes, karst features, or monarch trees; ... (4) Adjacent subdivisions which do not provide stub streets or other opportunities to connect to the proposed subdivision; ... | <i>Acknowledge and accept the Land Use Plan as in adherence with these requirements based on limitations due to natural features and adjacent subdivisions which do not provide stub streets or other opportunities to connect.</i> |

EXHIBIT "C"
CODE VARIANCE TABLE

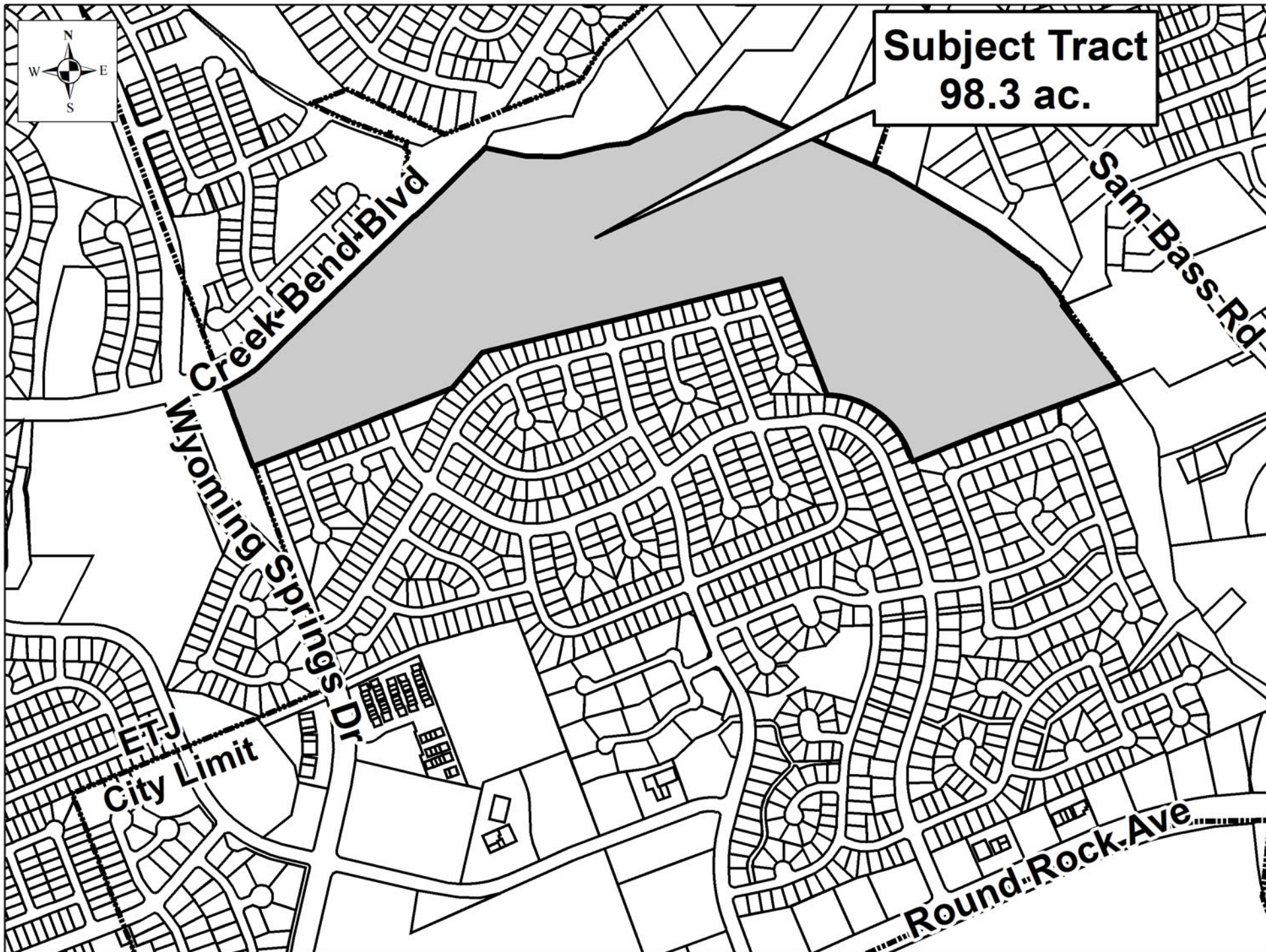
| | | |
|--|---|---|
| Sec. 6-17(b) <i>Street Lighting – Illumination Plan</i> | An illumination plan for all streets within the plat shall be filed with the construction plans. The plan shall show the proposed location of the street lights and any electrical facilities within the street right-of-way or public utility easements. The street lighting facilities shall be complete and operational prior to acceptance of the public improvements. The illumination plan is subject to the approval of the PDS director. | An illumination plan for all streets within the plat shall be filed with the construction plans. The plan shall show the proposed location of the street lights and any electrical facilities within the street right-of-way or public utility easements. The street lighting facilities shall be complete and operational prior to homes becoming occupied . The illumination plan is subject to the approval of the PDS director. |
| Sec. 8-10(d)(1) <i>Landscaping – Landscape Plans – Standard Site Plan</i> | Landscape requirements identified in this section and in the format specified by the development packet necessary to obtain a standard site plan approval shall be depicted on a landscape plan. This landscape plan shall be signed and sealed by a landscape architect. | Landscape requirements identified in this section and in the format specified by the development packet necessary to obtain a standard site plan approval shall may be depicted on a landscape plan. This landscape plan shall be signed and sealed by a landscape architect. Landscape plan is not required for the subdivision improvement construction plans except for areas abutting Creek Bend Blvd. |
| Sec. 8-19(a) <i>Tree Removal Process</i> | A dead tree is not considered a protected tree and is not subject to the tree removal permit requirements set forth in this section. The process for removal of a dead tree that was previously designated a monarch tree by city council or was considered a protected tree at the time it was alive, is as follows: ... | A dead tree is not considered a protected tree and is not subject to the tree removal permit requirements set forth in this section. The process for removal of A dead tree that was previously designated a monarch tree by city council or was considered a protected tree at the time it was alive may be removed with a letter of determination from a third-party arborist after being field verified by the City Forester or his representative and concurred with by the Director of Planning. |
| Sec. 8-35(a)(3) <i>Lot Fences – Standards</i> | View fencing shall be required for SF-3, TH, MF-1, MF-2, MF-3, MU-R and MU-G districts when the property abuts a: (a) hike and bike trail corridor from the City of Round Rock Trail Master Plan; or a (b) public park. | Not applicable. Standard non-view fencing can be used for all fences on residential lots, except adjacent to the Trail Easement or within the FEMA 100-Year floodplain. |
| Sec. 8-109(b) <i>Conditions for Issuance of Building Permits for Residential Construction in New Subdivisions – Initial Homes</i> | Building permit(s) for up to twenty-six Initial Homes per Final Plat, or up to 50 percent of the homes in a Final Plat containing fewer than twenty-six homes, may be issued when the following conditions have been met: (1) All applicable permits have been issued; (2) The developer has been issued a Certificate of Substantial Completion for the Final Plat in accordance with Sec. 4-99; (3) Staff review has been completed; and (4) All necessary fees have been paid. | Building permit(s) for up to twenty-six Initial Homes per Final Plat, or up to 50 percent of the homes in a Final Plat containing fewer than twenty-six homes, may be issued when the following conditions have been met: (1) All applicable permits have been issued; (2) The developer has been issued a Certificate of Substantial Completion for the Final Plat in accordance with Sec. 4-99; (3) Staff review has been completed; and (4) All necessary fees have been paid. |

EXHIBIT "C"
CODE VARIANCE TABLE

| | | |
|--|--|--|
| Transportation Criteria Manual Section 5.3(K) <i>Driveway Design Criteria</i> | Driveway spacing shall conform to the dimensions shown in Tables 5-1 and 5-2. The minimum distance from a cross street to an adjacent driveway shall be fifty feet (50') for residential, one hundred feet (100') for local, two hundred feet (200') for collector and two hundred fifty feet (250') for arterial, measured from the curb line of the cross street to the edge of the nearest driveway, measured at the property line. | Minimum distance from a cross street to an adjacent driveway shall not apply. |
| Tree Technical Manual Section 3.4.2 <i>Planting Distance/ Spacing Requirements</i> | Minimum distance from buildings and similar structures: Small size tree: 10 ft. | Small trees shall have no minimum setback distance from buildings or similar structures. |

Building Permit Review Process

There will be no limit to the number of building permits under concurrent review, provided all permits applications are certified by an independent 3rd party verifying that City masonry requirements are met, and buildings are built per City approved plans.





Subject Tract
98.3 ac.

Creek Bend Blvd

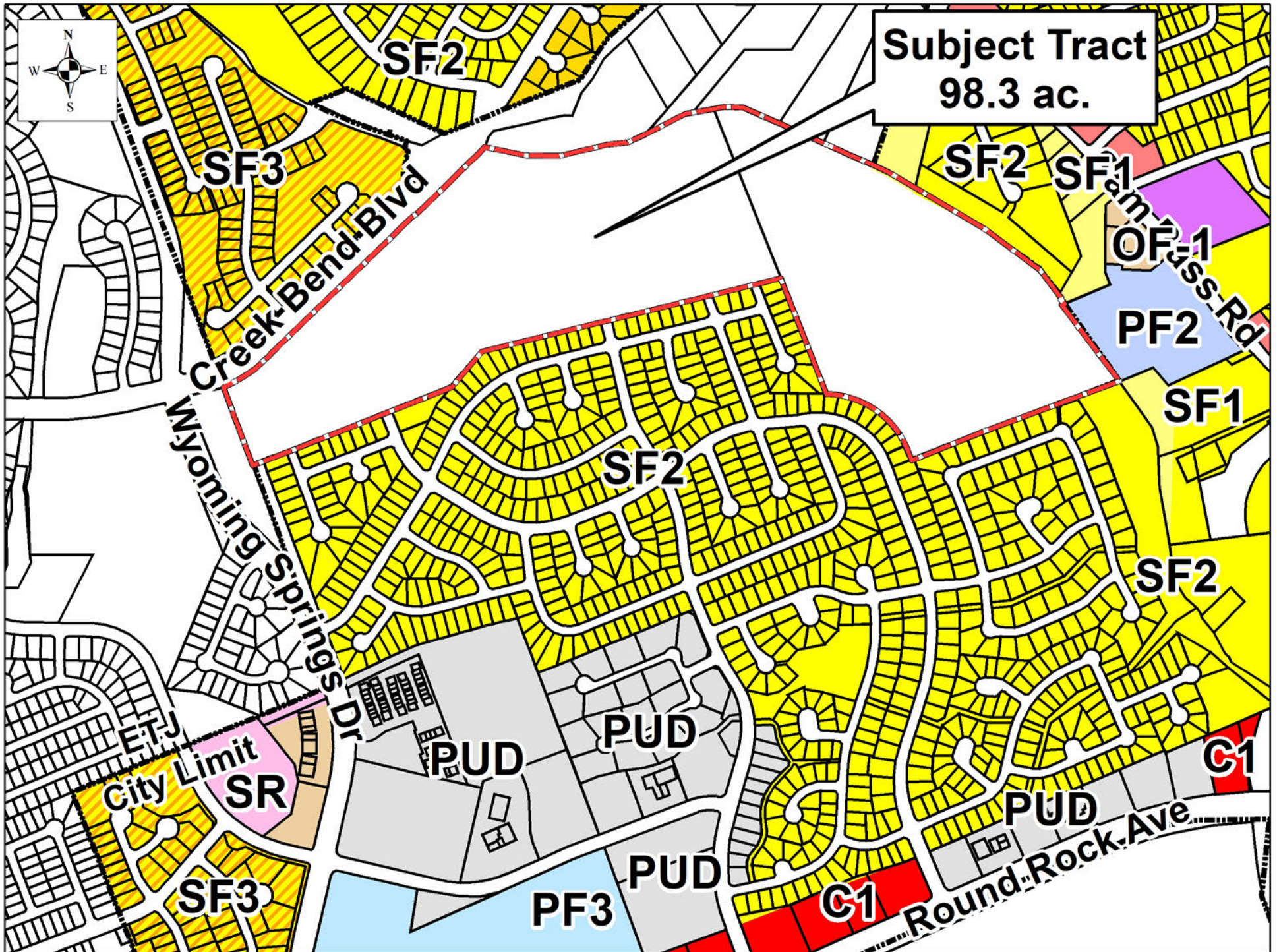
Sam Bass Rd

Wyoming Springs Dr

**ETJ
City Limit**

Round Rock Ave







City of Round Rock

Agenda Item Summary

Agenda Number: J.5

Title: Consider a resolution authorizing the Mayor to execute a Contract with McDonald Municipal and Industrial for the Water Distribution System Generator Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,508,700.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Recommendation, Generator Map, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-324

With the onset of inclement weather in February of 2021, the state legislature passed and signed the Texas Senate Bill 3 (SB3) requiring an emergency plan for all Texas utilities. During the evaluation of the water distribution system by the City of Round Rock, it was determined that standby generators at three distribution sites would provide greater resiliency and flexibility in the distribution system during a prolonged power outage.

This agenda item is for the construction contract associated with the addition of the three standby generators at three separate water distribution pump stations: Southeast Elevated Pump Station, South 81 Pump Station, and Southeast Ground Pump Station.

On September 15, 2022, the City opened four bids for the associated project. The bids ranged from \$1,508,700 to \$2,226,000. After evaluation, the design engineer, Gupta & Associates, Inc., recommended entering into an agreement with the lowest bidder, McDonald Municipal & Industrial, for \$1,508,700.

Cost: \$1,508,700

Source of Funds: Self-Financed Water Construction



City of Round Rock

Agenda Item Summary

Agenda Number: J.5

RESOLUTION NO. R-2022-324

WHEREAS, the City of Round Rock has duly advertised for bids for the Water Distribution System Generator Project; and

WHEREAS, McDonald Municipal and Industrial has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of McDonald Municipal and Industrial, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with McDonald Municipal and Industrial for the Water Distribution System Generator Project.

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

RESOLVED this 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

CITY OF ROUND ROCK
Utilities & Environmental Services
 3400 Sunrise Road
 Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 16, 2022

BID TABULATION

PROJECT: Water Distribution System Generator

| 3400 Sunrise Rd LOCATION: Round Rock, TX 78665 | | | | McDonald Municipal & Industrial | | Austin Engineering Co., Inc. | | W-Industries | | HCS Inc. | |
|---|---|-------------|------|---------------------------------|--------------|------------------------------|--------------|--------------------------|--------------|--------------------------|--------------|
| Company Name: | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | |
| BID DATE: 9/15/2022-11 a.m. | | | | Addendum(s) Yes | | Addendum(s) Yes | | Addendum(s) Yes | | Addendum(s) Yes | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | |
| ITEM # | | APPROX QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| 1 | SOUTH 81 EST: Erosion and Sedimentation Control. | 100 | LF | \$4.00 | \$400.00 | \$5.00 | \$500.00 | \$2.00 | \$200.00 | \$500.00 | \$50,000.00 |
| 2 | SOUTHEAST EST: Erosion and Sedimentation Control. | 200 | LF | \$4.00 | \$800.00 | \$5.00 | \$1,000.00 | \$2.00 | \$400.00 | \$1,000.00 | \$200,000.00 |
| 3 | SOUTHEAST GST: Erosion and Sedimentation Control. | 100 | LF | \$4.00 | \$400.00 | \$5.00 | \$500.00 | \$2.00 | \$200.00 | \$1,500.00 | \$150,000.00 |
| 4 | Allowance for Mobilization, a maximum of 2.5% of the Contract Amount | 1 | LS | \$35,000.00 | \$35,000.00 | \$20,000.00 | \$20,000.00 | \$40,000.00 | \$40,000.00 | \$50,000.00 | \$50,000.00 |
| 5 | Allowance for Demobilization, a maximum of 2.5% of the Contract Amount | 1 | LS | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$40,000.00 | \$40,000.00 | \$50,000.00 | \$50,000.00 |
| 6 | For providing Project Operations & Maintenance (O&M) Manuals for the overall Project, no partial payment for this item until all O&Ms have been submitted and approved, | 1 | LS | \$100.00 | \$100.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$10,000.00 | \$10,000.00 |
| 7 | SOUTH 81 EST: Furnish and install all materials and labor for relocating underground waterlines | 1 | LS | \$165,000.00 | \$165,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 16, 2022

BID TABULATION

PROJECT: Water Distribution System Generator

| | | | | | | | | | | | |
|----|---|---|----|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 8 | SOUTH 81 EST: Furnish and install all materials and labor for all civil site grading and standby generator equipment pad | 1 | LS | \$70,000.00 | \$70,000.00 | \$40,000.00 | \$40,000.00 | \$46,000.00 | \$46,000.00 | \$25,000.00 | \$25,000.00 |
| 9 | SOUTH 81 EST: Furnish and install all materials and labor for standby generator and automatic transfer switch | 1 | LS | \$88,000.00 | \$88,000.00 | \$235,000.00 | \$235,000.00 | \$146,000.00 | \$146,000.00 | \$250,000.00 | \$250,000.00 |
| 10 | SOUTH 81 EST: Furnish and install all materials and labor for both electrical distribution and controls work and instrumentation and controls work including underground ductbanks, wire, conduit, grounding, installation, startup/commissioning, and training | 1 | LS | \$150,000.00 | \$150,000.00 | \$100,000.00 | \$100,000.00 | \$193,000.00 | \$193,000.00 | \$245,000.00 | \$245,000.00 |
| 11 | SOUTHEAST EST: Furnish and install all materials and labor for all civil site grading and standby generator equipment pad | 1 | LS | \$65,000.00 | \$65,000.00 | \$150,000.00 | \$150,000.00 | \$42,000.00 | \$42,000.00 | \$50,000.00 | \$50,000.00 |
| 12 | SOUTHEAST EST: Furnish and install all materials and labor for standby generator and automatic transfer switch | 1 | LS | \$89,000.00 | \$89,000.00 | \$214,000.00 | \$214,000.00 | \$136,000.00 | \$136,000.00 | \$220,000.00 | \$220,000.00 |
| 13 | SOUTHEAST EST: Furnish and install all materials and labor for both electrical distribution and controls work and instrumentation and controls work including underground ductbanks, wire, conduit, grounding, installation, startup/commissioning, and training | 1 | LS | \$175,000.00 | \$175,000.00 | \$100,000.00 | \$100,000.00 | \$163,000.00 | \$163,000.00 | \$240,000.00 | \$240,000.00 |

CITY OF ROUND ROCK
 Utilities & Environmental Services
 3400 Sunrise Road
 Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 16, 2022

BID TABULATION

PROJECT: **Water Distribution System Generator**

| | | | | | | | | | | | |
|--------------|---|---|----|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|
| 14 | SOUTHEAST GST: Furnish and install all materials and labor for rerouting roadway | 1 | LS | \$30,000.00 | \$30,000.00 | \$20,000.00 | \$20,000.00 | \$22,000.00 | \$22,000.00 | \$76,000.00 | \$76,000.00 |
| 15 | SOUTHEAST GST: Furnish and install all materials and labor for all civil site grading, relocated Oncor padmount transformer equipment pad, and standby generator equipment pad | 1 | LS | \$155,000.00 | \$155,000.00 | \$135,000.00 | \$135,000.00 | \$75,000.00 | \$75,000.00 | \$10,000.00 | \$10,000.00 |
| 16 | SOUTHEAST GST: Furnish and install all materials and labor payment to Oncor Electric Delivery for relocating overhead power line and padmount transformer | 1 | LS | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$38,000.00 | \$38,000.00 |
| 17 | Furnish and install all materials and labor for standby generator and automatic transfer switch | 1 | LS | \$210,000.00 | \$210,000.00 | \$540,000.00 | \$540,000.00 | \$347,000.00 | \$347,000.00 | \$560,000.00 | \$560,000.00 |
| 18 | SOUTHEAST GST: Furnish and install all materials and labor for both electrical distribution and controls work and instrumentation and controls work including underground ductbanks, wire, conduit, grounding, installation, startup/commissioning, and training | 1 | LS | \$245,000.00 | \$245,000.00 | ##### | \$178,000.00 | ##### | \$198,569.00 | \$ 274,000.00 | \$274,000.00 |
| TOTAL | | | | \$1,508,700.00 | | \$1,894,000.00 | | \$1,604,369.00 | | \$2,623,000.00 | |

Indicates incorrect amount based on written number form

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 16, 2022

BID TABULATION

PROJECT: Water Distribution System Generator

PROJECT: Water Distribution System Generator

| | | | | | | | | | | | |
|---|--|-------------|------|--------------------------|--------|--------------------------|--------|--------------------------|--------|--------------------------|--------|
| LOCATION: 3400 Sunrise RdRound Rock, TX 786 | | | | Company Name: | | | | | | | |
| BID DATE: 9/15/2022-11 a.m. | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | |
| | | | | Addendum(s)? | | Addendum(s)? | | Addendum(s)? | | Addendum(s)? | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | |
| | | | | | | | | | | | |
| ITEM # | | APPROX QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| TOTAL | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |



Gupta & Associates, Inc.

consulting engineers

TBPE Reg. #F-2593

13717 Neutron Road

Dallas, Texas 75244

Tel: (469) 505-0642

19 September 2022

City of Round Rock, Texas

3400 Sunrise Road

Round Rock, Texas 78665

Attn: Kaitlyn Saucedo

(512) 218-7076

ksaucedo@roundrocktexas.gov

Re: Round Rock Water System Standby Generators
Construction Bid Award Recommendation

Dear Ms. Saucedo:

Four competitive, sealed bids were received at the City's Office in Round Rock, Texas on Thursday, September 15th for the above referenced project. They were opened and publicly read. The bids were as follows:

| Contractor | Total Bid |
|-----------------------------------|----------------|
| McDonald Municipal and Industrial | \$1,508,700.00 |
| W Industries | \$1,604,369.00 |
| Austin Engineering Co., Inc. | \$1,894,000.00 |
| HCS | \$2,226,000.00 |

A few observations:

1. The final Engineering Opinion of Probable Construction Costs (OPCC) was \$2,016,639.
2. All bidders submitted compliant bids.
3. McDonald Municipal has experience doing projects of similar size and complexity:
 - a. They recently completed a project for the City of Garland. Construction on that project was completed on schedule and there were no change orders. There were operational problems with the generator hardware after startup that was beyond their control but they were responsive in pursuit of a resolution. The general consensus was that the project went well.
 - b. They are currently constructing a project for the City of Pflugerville that involves generators at both the Lake Pump Station and the Surface Water Treatment Plant. The general consensus is that this project is likewise going well.

It is our opinion that McDonald Municipal is qualified to perform the required work based on their previous experience with other similar scale projects. Based on the above details, we recommend awarding the contract to McDonald Municipal and Industrial in the amount of \$1,508,700.

If there are any questions, or if you require additional information, please do not hesitate to contact us. We look forward to working with you on this project as we move into the construction phase.

Regards,

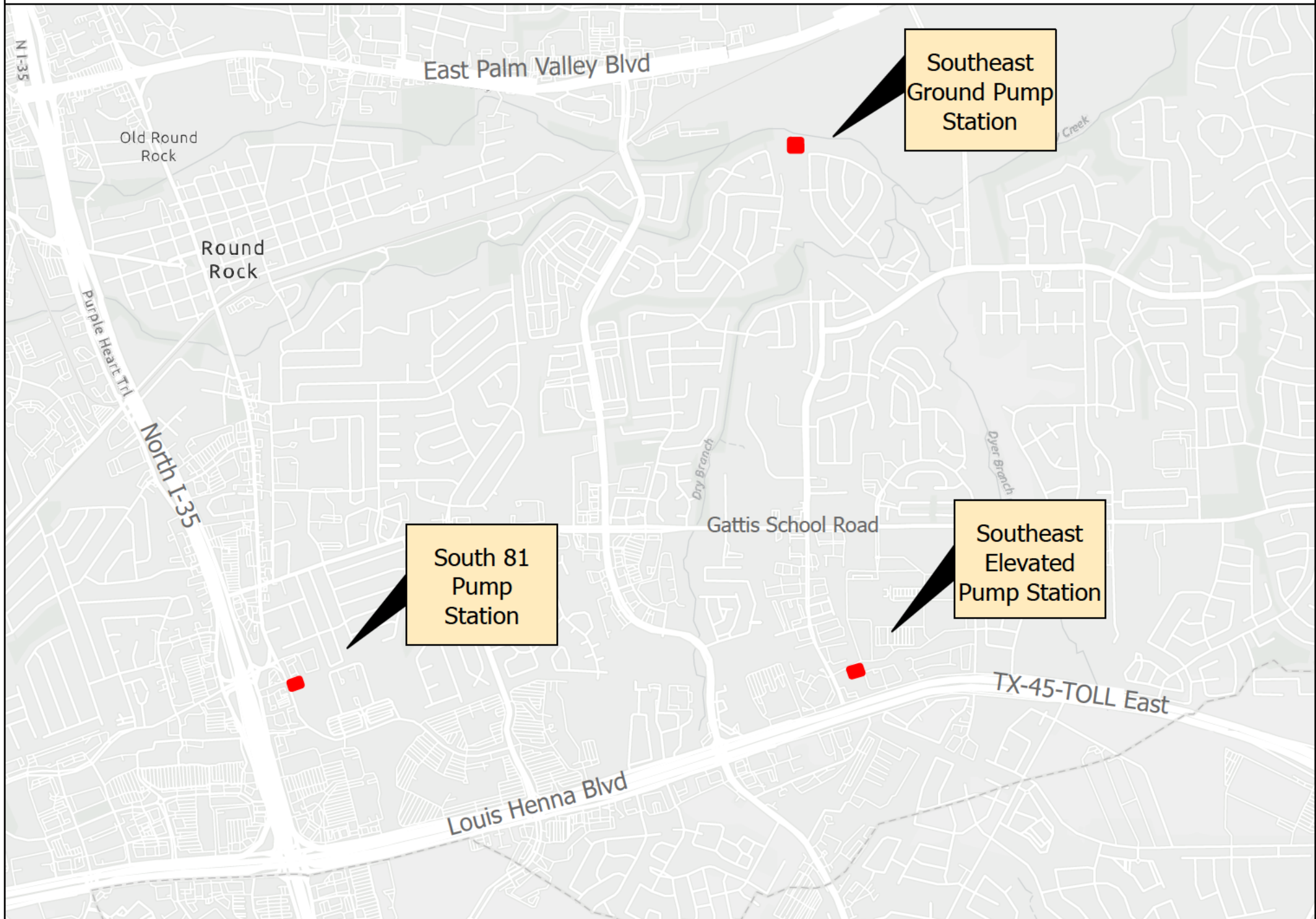
George Luke, P.E.

Gupta & Associates, Inc.

cc: Paul Gomes, P.E.

V. K. Gupta, P.E.

Water Distribution System Generator Addition



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.

McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, TX United States

Certificate Number:
2022-936082

Date Filed:
09/20/2022

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, Texas

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

1807
Water Distribution System Generator

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Stephenson , Larry | Houston, TX United States | X | |
| | Keller, Harry | Houston , TX United States | X | |
| | Berkenmeier , Wayne | Houston, TX United States | X | |
| | Dollar, Diane | Houston , TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is [REDACTED].

My address is 5044 Timber Creek Houston TX 77017 USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 20 day of Sept, 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.**

McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, TX United States

Certificate Number:
2022-936082

Date Filed:
09/20/2022

Date Acknowledged:
09/29/2022

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

City Of Round Rock, Texas

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

1807
Water Distribution System Generator

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Stephenson , Larry | Houston, TX United States | X | |
| | Keller, Harry | Houston , TX United States | X | |
| | Berkenmeier , Wayne | Houston, TX United States | X | |
| | Dollar, Diane | Houston , 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: J.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Lake Creek Wastewater Line Replacement Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$3,591,170.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Bid Tab, Recommendation Letter, MAP, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-323

The Lake Creek Wastewater Line Replacement Project continues the City's efforts to provide adequate wastewater service capacity to the developing Southwest area of Round Rock. The project consists of replacing approximately 5,500 linear feet of 15-inch wastewater line with a 24- inch wastewater line along Lake Creek beginning at Round Rock West Drive and extending eastward to south of McNeil Road.

On September 13, 2022, the department received five bids for the Lake Creek Wastewater Line Replacement project. The department recommends awarding a construction contract with low bidder Austin Underground, Inc. for \$3,591,170.

Cost: \$3,591,170

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2022-323

WHEREAS, the City of Round Rock has duly advertised for bids for the Lake Creek Wastewater Line Replacement Project; and

WHEREAS, Austin Underground, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Underground, 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 with Austin Underground, Inc. for the Lake Creek Wastewater Line Replacement Project.

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

RESOLVED this 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| 3400 Sunrise Rd LOCATION: Round Rock, TX 78665 | | | | Company Name: Austin Underground, Inc. | | Patin Construction LLC | | Royal Vista Inc. | | JKB Construction Company LLC | |
|---|---|-------------|------|--|--------------|---------------------------------|--------------|---------------------------------|--------------|-------------------------------------|--------------|
| BID DATE: 9/13/2022, 2 p m. | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Yes | |
| | | | | Addendum(s) Yes | | Addendum(s) Yes | | Addendum(s) Yes | | Addendum(s) Yes | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? Yes | |
| ITEM # | | APPROX QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| 1 | Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount. | 1 | LS | \$170,000.00 | \$170,000.00 | \$50,000.00 | \$50,000.00 | \$198,000.00 | \$198,000.00 | \$229,000.00 | \$229,000.00 |
| 2 | Provide a DVD containing Video of Project Sites Before the Start of Construction on the Project | 1 | LS | \$1,500.00 | \$1,500.00 | \$750.00 | \$750.00 | \$2,000.00 | \$2,000.00 | \$8,600.00 | \$8,600.00 |
| 3 | Implement a Traffic Safety Plan (Vehicular and Pedestrian) Signed by a P.E. for Work Located in or Near the Roadway | 1 | LS | \$3,200.00 | \$3,200.00 | \$7,500.00 | \$7,500.00 | \$5,000.00 | \$5,000.00 | \$33,000.00 | \$33,000.00 |
| 4 | Prepare, Submit, and Implement a Trench Safety Plan for Signed by P.E., in Conformance with State Law & OSHA, Including All Materials Required to Implement | 1 | LS | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$10,000.00 | \$10,000.00 | \$4,000.00 | \$4,000.00 |
| 5 | Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ) | 1 | LS | \$1,500.00 | \$1,500.00 | \$3,000.00 | \$3,000.00 | \$8,500.00 | \$8,500.00 | \$5,600.00 | \$5,600.00 |
| 6 | Preparation of Right-of-Way | 58 | STA | \$220.00 | \$12,760.00 | \$5,600.00 | \$324,800.00 | \$700.00 | \$40,600.00 | \$1,750.00 | \$101,500.00 |
| 7 | Trench Safety Implementation (Trench) | 5185 | LF | \$4.00 | \$20,740.00 | \$5.00 | \$25,925.00 | \$10.00 | \$51,850.00 | \$2.75 | \$14,258.75 |
| 8 | Trench Safety Implementation (Manholes/Bore Pits) | 46500 | SF | \$0.30 | \$13,950.00 | \$0.50 | \$23,250.00 | \$4.25 | \$197,625.00 | \$0.75 | \$34,875.00 |
| 9 | Furnish, Install, Maintain and Remove Silt Fence | 5200 | LF | \$3.00 | \$15,600.00 | \$4.00 | \$20,800.00 | \$5.25 | \$27,300.00 | \$6.50 | \$33,800.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|----|---|------|----|------------|----------------|------------|----------------|------------|----------------|------------|----------------|
| 10 | Furnish, Install, Maintain and Remove Tree Protection | 24 | EA | \$250.00 | \$6,000.00 | \$1,000.00 | \$24,000.00 | \$800.00 | \$19,200.00 | \$1,300.00 | \$31,200.00 |
| 11 | Demolish and Remove Existing Manholes | 19 | EA | \$2,000.00 | \$38,000.00 | \$2,500.00 | \$47,500.00 | \$2,500.00 | \$47,500.00 | \$5,100.00 | \$96,900.00 |
| 12 | Abandon Existing 15" Wastewater Line In Place utilizing Flowable Fill or Slurry Mix per City of Round Rock Specifications | 4300 | LF | \$15.00 | \$64,500.00 | \$20.00 | \$86,000.00 | \$40.00 | \$172,000.00 | \$32.00 | \$137,600.00 |
| 13 | Abandon Existing 15" Wastewater Line in Rail Road ROW utilizing Flowable Fill or Slurry Mix per City of Round Rock Specifications | 600 | LF | \$25.00 | \$15,000.00 | \$40.00 | \$24,000.00 | \$60.00 | \$36,000.00 | \$72.00 | \$43,200.00 |
| 14 | Remove Existing 30" Wastewater Line | 30 | LF | \$63.00 | \$1,890.00 | \$40.00 | \$1,200.00 | \$25.00 | \$750.00 | \$230.00 | \$6,900.00 |
| 15 | Abandon Existing 8" Wastewater Line In Place | 50 | LF | \$25.00 | \$1,250.00 | \$20.00 | \$1,000.00 | \$50.00 | \$2,500.00 | \$164.00 | \$8,200.00 |
| 16 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 6" SDR 35 (PS46) PVC Wastewater Line | 70 | LF | \$50.00 | \$3,500.00 | \$75.00 | \$5,250.00 | \$22.50 | \$1,575.00 | \$110.00 | \$7,700.00 |
| 17 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 8" SDR 35 (PS46) PVC Wastewater Line | 50 | LF | \$73.00 | \$3,650.00 | \$85.00 | \$4,250.00 | \$20.00 | \$1,000.00 | \$117.00 | \$5,850.00 |
| 18 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 10" SDR 35 (PS46) PVC Wastewater Line | 50 | LF | \$89.00 | \$4,450.00 | \$ 100.00 | \$5,000.00 | \$ 30.00 | \$1,500.00 | \$ 135.00 | \$6,750.00 |
| 19 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 15" SDR 26 (PS115) PVC Wastewater Line | 55 | LF | \$150.00 | \$8,250.00 | \$125.00 | \$6,875.00 | \$85.00 | \$4,675.00 | \$190.00 | \$10,450.00 |
| 20 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 24" SDR 26 (PS115) PVC Wastewater Line | 5000 | LF | \$250.00 | \$1,250,000.00 | \$250.00 | \$1,250,000.00 | \$225.00 | \$1,125,000.00 | \$414.00 | \$2,070,000.00 |
| 21 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 30" SDR 26 (PS115) Wastewater Line | 30 | LF | \$420.00 | \$12,600.00 | \$400.00 | \$12,000.00 | \$395.00 | \$11,850.00 | \$531.00 | \$15,930.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|----|---|-----|----|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 22 | Furnish all Materials, Equipment, Tools & Labor Necessary for Temporary Bypass or Bypass Pumping in order to Install the new Wastewater Line | 1 | LS | \$46,000.00 | \$46,000.00 | \$1,500.00 | \$1,500.00 | \$375,000.00 | \$375,000.00 | \$72,000.00 | \$72,000.00 |
| 23 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install a Temporary 18" Wastewater Line Connection Near Station 26+21, Including Temporary 18" Wastewater Line, Temporary Manholes, and Temporary Connections to Existing and/or New Line and Removal of all Temporary Items | 1 | LS | \$24,000.00 | \$24,000.00 | \$60,000.00 | \$60,000.00 | \$20,700.00 | \$20,700.00 | \$64,000.00 | \$64,000.00 |
| 24 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install a Temporary 15" Wastewater Line Connection Near Station 29+47, Including Temporary 18" Wastewater Line, Temporary Manhole, and Temporary Connections to Existing and/or New Line and Removal of all Temporary Items | 1 | LS | \$10,000.00 | \$10,000.00 | \$30,000.00 | \$30,000.00 | \$11,500.00 | \$11,500.00 | \$48,000.00 | \$48,000.00 |
| 25 | Furnish all Materials, Equipment, Tools & Labor Necessary Install Concrete Encasement | 75 | LF | \$170.00 | \$12,750.00 | \$100.00 | \$7,500.00 | \$115.00 | \$8,625.00 | \$506.00 | \$37,950.00 |
| 26 | Furnish all Materials, Equipment, Tools & Labor Necessary Install Concrete Cap | 525 | LF | \$70.00 | \$36,750.00 | \$50.00 | \$26,250.00 | \$40.00 | \$21,000.00 | \$230.00 | \$120,750.00 |
| 27 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 42" Steel Encasement by Bore under Rail Road ROW | 430 | LF | \$1,900.00 | \$817,000.00 | \$1,500.00 | \$645,000.00 | \$1,275.00 | \$548,250.00 | \$1,400.00 | \$602,000.00 |
| 28 | Allowance for Coordinating and Reimbursing the Cost for RailPros for Rail Line Inspection during installation of the Steel Encasement Pipe under Rail Road ROW. Reimbursement to paid RailPro Invoice plus 15%. | 1 | LS | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 | \$125,000.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|----|--|-----|----|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| 29 | Allowance for Coordinating and Reimbursing the Cost for UPRR Certified Rail Survey to provide surveying of Centerline of Track during installation of the Steel Encasement Pipe under Rail Road ROW. Reimbursement to paid Invoice plus 15%. | 1 | LS | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| 30 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Wastewater Manholes, Including Inverts | 130 | VF | \$1,300.00 | \$169,000.00 | \$1,500.00 | \$195,000.00 | \$1,800.00 | \$234,000.00 | \$1,500.00 | \$195,000.00 |
| 31 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Water Tight Wastewater Manholes, Including Inverts | 195 | VF | \$1,900.00 | \$370,500.00 | \$2,050.00 | \$399,750.00 | \$2,450.00 | \$477,750.00 | \$1,900.00 | \$370,500.00 |
| 32 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Water Tight Wastewater Manhole with Vent, Including Inverts | 1 | EA | \$27,000.00 | \$27,000.00 | \$32,000.00 | \$32,000.00 | \$33,560.00 | \$33,560.00 | \$27,500.00 | \$27,500.00 |
| 33 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 4' Diameter Wastewater Water Tight Manholes, Including Inverts | 65 | VF | \$1,300.00 | \$84,500.00 | \$2,000.00 | \$130,000.00 | \$4,770.00 | \$310,050.00 | \$1,400.00 | \$91,000.00 |
| 34 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect to Existing Concrete Manholes, Including Coring, Connection, Rebuilding Inverts, and Fiberglass Manhole Insert | 2 | EA | \$4,600.00 | \$9,200.00 | \$5,000.00 | \$10,000.00 | \$8,850.00 | \$17,700.00 | \$10,200.00 | \$20,400.00 |
| 35 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect to Existing Fiberglass Manhole (30" Opening) with new 30" PVC Pipe | 1 | EA | \$4,200.00 | \$4,200.00 | \$6,500.00 | \$6,500.00 | \$9,800.00 | \$9,800.00 | \$17,500.00 | \$17,500.00 |
| 36 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 6" WWL to Proposed Manholes | 2 | EA | \$4,000.00 | \$8,000.00 | \$5,000.00 | \$10,000.00 | \$1,000.00 | \$2,000.00 | \$4,800.00 | \$9,600.00 |
| 37 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 8" WWL to Proposed Manholes | 7 | EA | \$4,000.00 | \$28,000.00 | \$6,500.00 | \$45,500.00 | \$1,500.00 | \$10,500.00 | \$4,800.00 | \$33,600.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|--------------|---|-------|----|-----------------------|-------------|-----------------------|-------------|-----------------------|--------------|-----------------------|-------------|
| 38 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 10" WWL to Proposed Manholes | 1 | EA | \$4,000.00 | \$4,000.00 | \$7,500.00 | \$7,500.00 | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 |
| 39 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 12" WWL to Proposed Manholes | 1 | EA | \$4,000.00 | \$4,000.00 | \$7,500.00 | \$7,500.00 | \$2,500.00 | \$2,500.00 | \$5,300.00 | \$5,300.00 |
| 40 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 15" WWL to Proposed Manholes | 2 | EA | \$4,000.00 | \$8,000.00 | \$7,500.00 | \$15,000.00 | \$2,800.00 | \$5,600.00 | \$7,200.00 | \$14,400.00 |
| 41 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 18" WWL to Proposed Manholes | 2 | EA | \$4,000.00 | \$8,000.00 | \$7,500.00 | \$15,000.00 | \$3,000.00 | \$6,000.00 | \$6,800.00 | \$13,600.00 |
| 42 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Proposed 30" WWL to Existing Manhole | 1 | EA | \$4,000.00 | \$4,000.00 | \$10,000.00 | \$10,000.00 | \$4,000.00 | \$4,000.00 | \$18,100.00 | \$18,100.00 |
| 43 | Furnish all Materials, Equipment, Tools & Labor Necessary for Installation and Establishment of Hydromulch with Flexible Growth Medium in Accordance with Technical Specification | 16500 | SY | \$4.50 | \$74,250.00 | \$3.00 | \$49,500.00 | \$7.00 | \$115,500.00 | \$4.00 | \$66,000.00 |
| 44 | Furnish all Materials, Equipment, Tools & Labor Necessary for Defelction Testing of the Wastewater Line in Accordance with Technical Specification | 1 | LS | \$13,000.00 | \$13,000.00 | \$15,000.00 | \$15,000.00 | \$10,000.00 | \$10,000.00 | \$13,700.00 | \$13,700.00 |
| 45 | Furnish all Materials, Equipment, Tools & Labor Necessary for Air Testing of the Wastewater Line in Accordance with Technical Specification | 1 | LS | \$6,500.00 | \$6,500.00 | \$15,000.00 | \$15,000.00 | \$8,000.00 | \$8,000.00 | \$13,700.00 | \$13,700.00 |
| 46 | Furnish all Materials, Equipment, Tools & Labor Necessary for Vacuum Testing of Manholes in Accordance with Technical Specification | 36 | EA | \$630.00 | \$22,680.00 | \$250.00 | \$9,000.00 | \$1,000.00 | \$36,000.00 | \$682.00 | \$24,552.00 |
| TOTAL | | | | \$3,591,170.00 | | \$3,817,100.00 | | \$4,384,460.00 | | \$4,939,465.75 | |

Indicates incorrect amount based on written number form

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

PROJECT: Lake Creek Wastewater Line Replacement

| LOCATION: 3400 Sunrise Rd Round Rock, TX 78665 | | | | Company Name: Austin Engineering Co., Inc. | | | | | | | |
|---|---|-------------|------|---|--------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|------------|--------|
| BID DATE: 9/13/2022, 2 p.m. | | | | Statement of Safety? Yes | | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes | | |
| | | | | Addendum(s) Yes | | Addendum(s)? | Addendum(s)? | Addendum(s)? | Addendum(s)? | | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | Bid Bond? Yes | Bid Bond? Yes | Bid Bond? Yes | | |
| ITEM # | | APPROX QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| 1 | Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount. | 1 | LS | \$250,000.00 | \$250,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 2 | Provide a DVD containing Video of Project Sites Before the Start of Construction on the Project | 1 | LS | \$650.00 | \$650.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 3 | Implement a Traffic Safety Plan (Vehicular and Pedestrian) Signed by a P.E. for Work Located in or Near the Roadway | 1 | LS | \$25,000.00 | \$25,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 4 | Prepare, Submit, and Implement a Trench Safety Plan for Signed by P.E., in Conformance with State Law & OSHA, Including All Materials Required to Implement | 1 | LS | \$1,000.00 | \$1,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 5 | Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ) | 1 | LS | \$18,000.00 | \$18,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 6 | Preparation of Right-of-Way | 58 | STA | \$3,075.00 | \$178,350.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 7 | Trench Safety Implementation (Trench) | 5185 | LF | \$1.00 | \$5,185.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 8 | Trench Safety Implementation (Manholes/Bore Pits) | 46500 | SF | \$0.50 | \$23,250.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 9 | Furnish, Install, Maintain and Remove Silt Fence | 5200 | LF | \$5.55 | \$28,860.00 | | \$0.00 | | \$0.00 | | \$0.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|----|---|------|----|----------|----------------|--|--------|--|--------|--|--------|
| 10 | Furnish, Install, Maintain and Remove Tree Protection | 24 | EA | \$170.00 | \$4,080.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 11 | Demolish and Remove Existing Manholes | 19 | EA | \$850.00 | \$16,150.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 12 | Abandon Existing 15" Wastewater Line In Place utilizing Flowable Fill or Slurry Mix per City of Round Rock Specifications | 4300 | LF | \$30.00 | \$129,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 13 | Abandon Existing 15" Wastewater Line in Rail Road ROW utilizing Flowable Fill or Slurry Mix per City of Round Rock Specifications | 600 | LF | \$30.00 | \$18,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 14 | Remove Existing 30" Wastewater Line | 30 | LF | \$115.00 | \$3,450.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 15 | Abandon Existing 8" Wastewater Line In Place | 50 | LF | \$3.00 | \$150.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 16 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 6" SDR 35 (PS46) PVC Wastewater Line | 70 | LF | \$233.00 | \$16,310.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 17 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 8" SDR 35 (PS46) PVC Wastewater Line | 50 | LF | \$239.00 | \$11,950.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 18 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 10" SDR 35 (PS46) PVC Wastewater Line | 50 | LF | \$250.00 | \$12,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 19 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 15" SDR 26 (PS115) PVC Wastewater Line | 55 | LF | \$270.00 | \$14,850.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 20 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 24" SDR 26 (PS115) PVC Wastewater Line | 5000 | LF | \$463.00 | \$2,315,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 21 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 30" SDR 26 (PS115) Wastewater Line | 30 | LF | \$500.00 | \$15,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|----|---|-----|----|--------------|--------------|--|--------|--|--------|--|--------|
| 22 | Furnish all Materials, Equipment, Tools & Labor Necessary for Temporary Bypass or Bypass Pumping in order to Install the new Wastewater Line | 1 | LS | \$316,000.00 | \$316,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 23 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install a Temporary 18" Wastewater Line Connection Near Station 26+21, Including Temporary 18" Wastewater Line, Temporary Manholes, and Temporary Connections to Existing and/or New Line and Removal of all Temporary Items | 1 | LS | \$80,500.00 | \$80,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 24 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install a Temporary 15" Wastewater Line Connection Near Station 29+47, Including Temporary 18" Wastewater Line, Temporary Manhole, and Temporary Connections to Existing and/or New Line and Removal of all Temporary Items | 1 | LS | \$52,000.00 | \$52,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 25 | Furnish all Materials, Equipment, Tools & Labor Necessary Install Concrete Encasement | 75 | LF | \$140.00 | \$10,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 26 | Furnish all Materials, Equipment, Tools & Labor Necessary Install Concrete Cap | 525 | LF | \$70.00 | \$36,750.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 27 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install 42" Steel Encasement by Bore under Rail Road ROW | 430 | LF | \$1,150.00 | \$494,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 28 | Allowance for Coordinating and Reimbursing the Cost for RailPros for Rail Line Inspection during installation of the Steel Encasement Pipe under Rail Road ROW. Reimbursement to paid RailPro Invoice plus 15%. | 1 | LS | \$125,000.00 | \$125,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | |
|----|--|-----|----|-------------|--------------|--|--------|--------|--------|
| 29 | Allowance for Coordinating and Reimbursing the Cost for UPRR Certified Rail Survey to provide surveying of Centerline of Track during installation of the Steel Encasement Pipe under Rail Road ROW. Reimbursement to paid Invoice plus 15%. | 1 | LS | \$25,000.00 | \$25,000.00 | | \$0.00 | \$0.00 | \$0.00 |
| 30 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Wastewater Manholes, Including Inverts | 130 | VF | \$1,415.00 | \$183,950.00 | | \$0.00 | \$0.00 | \$0.00 |
| 31 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Water Tight Wastewater Manholes, Including Inverts | 195 | VF | \$1,995.00 | \$389,025.00 | | \$0.00 | \$0.00 | \$0.00 |
| 32 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 5' Diameter Fiberglass Water Tight Wastewater Manhole with Vent, Including Inverts | 1 | EA | \$30,000.00 | \$30,000.00 | | \$0.00 | \$0.00 | \$0.00 |
| 33 | Furnish all Materials, Equipment, Tools & Labor Necessary to Install New 4' Diameter Wastewater Water Tight Manholes, Including Inverts | 65 | VF | \$1,500.00 | \$97,500.00 | | \$0.00 | \$0.00 | \$0.00 |
| 34 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect to Existing Concrete Manholes, Including Coring, Connection, Rebuilding Inverts, and Fiberglass Manhole Insert | 2 | EA | \$21,500.00 | \$43,000.00 | | \$0.00 | \$0.00 | \$0.00 |
| 35 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect to Existing Fiberglass Manhole (30" Opening) with new 30" PVC Pipe | 1 | EA | \$2,700.00 | \$2,700.00 | | \$0.00 | \$0.00 | \$0.00 |
| 36 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 6" WWL to Proposed Manholes | 2 | EA | \$6,800.00 | \$13,600.00 | | \$0.00 | \$0.00 | \$0.00 |
| 37 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 8" WWL to Proposed Manholes | 7 | EA | \$7,000.00 | \$49,000.00 | | \$0.00 | \$0.00 | \$0.00 |

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

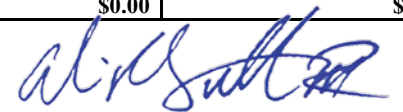
BY: Amanda Taylor
DATE: September 14, 2022

BID TABULATION

PROJECT: Lake Creek Wastewater Line Replacement

| | | | | | | | | | | | |
|--------------|--|-------|----|-------------|-----------------------|--|---------------|--|---------------|--|---------------|
| 38 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 10" WWL to Proposed Manholes | 1 | EA | \$4,200.00 | \$4,200.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 39 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 12" WWL to Proposed Manholes | 1 | EA | \$8,500.00 | \$8,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 40 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 15" WWL to Proposed Manholes | 2 | EA | \$8,800.00 | \$17,600.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 41 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Existing 18" WWL to Proposed Manholes | 2 | EA | \$9,000.00 | \$18,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 42 | Furnish all Materials, Equipment, Tools & Labor Necessary to Connect Proposed 30" WWL to Existing Manhole | 1 | EA | \$21,000.00 | \$21,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 43 | Necessary for Installation and Establishment of Hydromulch with Flexible Growth Medium in Accordance with Technical Specification | 16500 | SY | \$1.00 | \$16,500.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 44 | Furnish all Materials, Equipment, Tools & Labor Necessary for Defelction Testing of the Wastewater Line in Accordance with Technical Specification | 1 | LS | \$13,000.00 | \$13,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 45 | Furnish all Materials, Equipment, Tools & Labor Necessary for Air Testing of the Wastewater Line in Accordance with Technical Specification | 1 | LS | \$21,000.00 | \$21,000.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 46 | Furnish all Materials, Equipment, Tools & Labor Necessary for Vacuum Testing of Manholes in Accordance with Technical Specification | 36 | EA | \$525.00 | \$18,900.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| TOTAL | | | | | \$5,174,460.00 | | \$0.00 | | \$0.00 | | \$0.00 |

Indicates incorrect amount based on written number form



9-15-2022



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
Texas Firm F-510

Temple
19 N. Main Street
Temple, Texas 76501
(254) 773-3731

RICK N. KASBERG, P.E.
R. DAVID PATRICK, P.E., CFM
THOMAS D. VALLE, P.E.
GINGER R. TOLBERT, P.E.
ALVIN R. "TRAE" SUTTON, III, P.E., CFM
JOHN A. SIMCIK, P.E., CFM

Georgetown
800 S. Austin Avenue
Georgetown, Texas 78626
(512) 819-9478

September 15, 2022

Mr. Eddie Zapata
City of Round Rock
2008 Enterprise Drive
Round Rock, Texas 78664

Re: City of Round Rock
Lake Creek Wastewater Line Replacement Project

Dear Mr. Zapata,

Bids were received by the City of Round Rock until 2:00 PM on Tuesday, September 13, 2022, for the above referenced project. Competitive bids were received from five (5) bidders and a detailed Bid Tabulation for this project is attached.

The proposed Lake Creek Wastewater Line Replacement project consists of replacing approximately 5,000 linear feet of existing 15" wastewater line with 24" wastewater line. This work will also include approximately 430 linear feet of 42" steel encasement pipe by bore across two UPRR Railroad ROW, fiberglass manhole installation, by-pass pumping, temporary wastewater connections, abandonment of existing wastewater lines, site restoration, clean-up activities, and other miscellaneous construction activities.

The low qualified bidder for the project is Austin Underground, Inc. out of Jonestown, Texas with a total bid of \$3,591,170.00. The bids ranged from \$3,591,170.00 to \$5,174,460.00. Austin Underground, Inc. has successfully completed previous phases of improvements to the Lake Creek Wastewater Line for the City of Round Rock. We have reviewed their related work experience and references and as a result of our research, we recommend that a contract be awarded to **Austin Underground, Inc.** in the amount of **\$3,591,170.00.**

Sincerely,

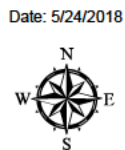
Alvin R. (Trae) Sutton III, P.E., CFM

xc: Mr. Kit Perkins, PE, City of Round Rock
Mr. Tony Dove, City of Round Rock
Ms. Amanda Taylor, City of Round Rock
2018-122-30



Legend

- Lake Creek 1 WW Interceptor
- PS Lift Station
- Manhole
- Wastewater Line



Date: 5/24/2018

610 305 0 610 1,220 Feet

LAKE CREEK 1



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.

Austin Underground, Inc.
Lago Vista, TX United States

Certificate Number:
2022-939476

Date Filed:
09/29/2022

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.

000000Lake Creek Wastewater Li
Lake Creek Wastewater Line Improvements - Installation of approx. 5,500 LF of 15" & 24" wastewater line along Lake Creek.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Vavro, Richard | Lago Vista, TX United States | X | |
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5 Check only if there is NO Interested Party. ☐

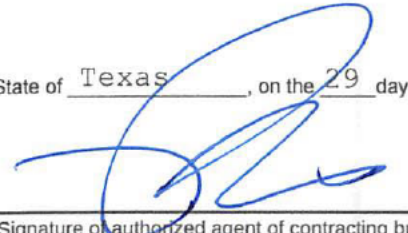
6 UNSWORN DECLARATION

My name is Richard Vavro, and my date of birth is [REDACTED].

My address is 18825 Packsaddle Road, Jonestown, TX, 78645, 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 29 day of Sept., 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.**

Austin Underground, Inc.
Lago Vista, TX United States

Certificate Number:
2022-939476

Date Filed:
09/29/2022

Date Acknowledged:
09/29/2022

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

City of 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.

000000Lake Creek Wastewater Li
Lake Creek Wastewater Line Improvements - Installation of approx. 5,500 LF of 15" & 24" wastewater line along Lake Creek.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Vavro, Richard | Lago Vista, TX United States | X | |
| | | | | |
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| | | | | |

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: J.7

Title: Consider a resolution authorizing the Mayor to execute an Amendment to Residential Services Rate with Central Texas Refuse, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$79,765.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-326

The City currently has a Refuse Collection Contract with Central Texas Refuse (CTR) to perform solid waste and recycling collection and disposal services. The City has successfully worked with CTR, formerly known as Round Rock Refuse, since 1987, for our residential services and continue to receive high ratings in this area from our citizens during the biannual City survey.

Once a year, CTR may petition to the City for reasonable adjustments to the Residential Services Rate based on increases in fuel, landfill, and/or Operations/Overhead costs. In a letter dated September 21, 2022, CTR petitioned for an increase in the Residential Services Rate from \$16.37 to \$17.35 per month to account for increases in all three components of the rate. This proposed rate would still be a very competitive Residential Services Rate as compared to other cities in the area. If this contract amendment and the Solid Waste Ordinance are approved by Council, then the proposed new rate would go into effect with bills issued after November 10, 2022.

The contract also allows for CTR to petition to the City for an adjustment in the event of a significant or unusual increase in costs beyond the control of CTR. Over the past year and half, CTR has experienced significant fuel cost increases. Therefore, CTR is also petitioning for a one-time fuel recovery payment of \$79,765. This amount was negotiated with City staff and is half of the original amount requested by CTR for the past six months of excessive fuel costs.

Cost: \$79,765

Source of Funds: General Fund

RESOLUTION NO. R-2022-326

WHEREAS, the City of Round Rock (“City”) and Central Texas Refuse, LLC (“Contractor”) entered into an Amended and Restated Refuse Collection Contract (the “Contract”) on November 4, 2021; and

WHEREAS, Section 20.1, “Residential Services Rate,” of the Contract sets forth a formula for calculating the Residential Services Rate; and

WHEREAS, pursuant to Section 21 of the Contract, Contractor petitioned the City on September 21, 2022, for a rate adjustment, a copy of such petition being Exhibit “A” to the Amendment to Residential Services Rate with Central Texas Refuse, LLC; and

WHEREAS, the City and Contractor agree that commencing November 1, 2022, the Residential Services Rate shall be amended as set forth in the Amendment to Residential Services Rate with Central Texas Refuse, LLC; Now Therefore

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

The City Council has determined that the Contractor’s petition for an adjustment to the Residential Services Rate is reasonable and the Mayor is hereby authorized to execute the Amendment to Residential Services Rate with Central Texas Refuse, LLC (Effective November 1, 2022), attached hereto as Exhibit “A”.

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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

**AMENDMENT
TO RESIDENTIAL SERVICES RATE
WITH CENTRAL TEXAS REFUSE, LLC
(Effective November 1, 2022)**

This Amendment to the Residential Services Rate set forth in the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc. (dba "Round Rock Refuse"), hereinafter called "Rate Amendment," is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City"), and Central Texas Refuse, LLC (the "Contractor").

WHEREAS, on November 4, 2021, the City and Contractor entered into an Amended and Restated Refuse Collection Contract pursuant to Resolution No. R-2021-302 (hereinafter the "Agreement"); and

WHEREAS, Section 20.1, "*Residential Services Rate*," of the Agreement sets forth a formula for calculating the Residential Services Rate; and

WHEREAS, pursuant to Section 21 of the Agreement, Contractor petitioned the City on September 21, 2022, for a rate adjustment, a copy of such petition being attached hereto as Exhibit "A," incorporated herein by reference for all purposes; and

WHEREAS, the parties agree that commencing November 1, 2022, the Residential Services Rate shall be amended as set forth herein and as set forth in the attached hereto as Exhibit "B," incorporated herein by reference for all purposes,

NOW THEREFORE, 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, the City and Contractor agree to amend the Residential Services Rate as follows:

1. In accordance with the formulas set forth Section 20.1. "*Residential Services Rate*," the Residential Services Rate is agreed to be **\$17.35**, and is calculated as follows:

Fuel Component:

- (i) The previous twelve (12) month average fuel consumption equals 16,577 gallons;
- (ii) The Cost of Fuel [DEO Diesel Fuel Price index (\$5.49) less a 5% (\$0.27) discount for volume purchases] per gallon equals \$5.22;
- (iii) The total number of residential service units is 49,808.

*Formula: (16,577 gallons) X (\$5.22 per gallon) / (49,808 units) equals **\$1.74**.*

- (i) The monthly average of the number of tons of Municipal Solid Waste delivered to the Solid Waste Facility in the previous twelve months equals 4,876;
- (ii) The actual disposal cost per ton of Municipal Solid Waste equals \$38.42/ton;
- (iii) The monthly average of the number of tons of Recyclable Material delivered to the Recyclable Material Facility over the previous twelve months equals 895;
- (iv) The actual disposal/delivery cost per ton of Recyclable Material equals \$38.42/ton;
- (v) The total number of Residential Service Units is 49,808.

Operations, Overhead and Profit Component:

Total Residential Services Rate:

| | | |
|-------|---|----------------|
| (i) | Fuel Component | \$ 1.74 |
| (ii) | Disposal Component | \$ 4.45 |
| (iii) | Operations, Overhead and Profit Component | <u>\$11.16</u> |

Total Residential Services Rate **\$17.35**

2. Upon execution of this Agreement, the City agrees to remit a one-time fuel recovery payment to Contractor in the amount of **Seventy-Nine Thousand Seven Hundred Sixty-Five and No/100 Dollars (\$79,765.00)**.
3. This Rate Amendment only amends the Residential Services Rate and except as amended hereby, the Agreement remains in full force and effect.

2

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment to the Residential Services Rate with Central Texas Refuse, Inc. on the dates indicated.

CITY:

City of Round Rock

CENTRAL TEXAS REFUSE, LLC:

CRAIG MORGAN, Mayor

Date: _____

ATTEST:

MEAGAN SPINKS, City Clerk

Approved as to form:

STEPHANIE L. SANDRE, City Attorney

Name: _____

Title: _____

Date: _____

Exhibit "A"

September 21, 2022

Michael Thane
Director of Utilities and Environmental Services
City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664

Michael,

The entire Central Texas Refuse family values the ever-evolving partnership between the City of Round Rock and Central Texas Refuse and we look forward to providing exceptional service to the City, its residents, and businesses for many years to come.

We respectfully request a 5.99% increase in the residential service rate from \$16.37 to \$17.35, effective November 1, 2022.

Additionally, as you are aware, there have been many recent changes in our economy which have significantly increased the cost of providing service. One such significant increase has been the cost of diesel fuel. Due to the tremendous increase in the cost of diesel fuel, we respectfully request a one-time adjustment in accordance with Section 21.3 of the Current and Amended and Restated Refuse Collection Contract of \$79,765.00. This amount is calculated based on the increased diesel fuel costs, in excess of \$5.00/gallon from March 2022 through August 2022, as shown on the attached fuel calculations sheet.

Thank you for your consideration in this matter.

Respectfully,

Tammy Young
Tammy Young

Director of Public Sector Services and Community Relations



P.O. Box 18685
Austin, TX 78760
www.centraltexasrefuse.com

office 512-243-2833
fax 512-243-2283

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:
2022-939240

Date Filed:
09/28/2022

Date Acknowledged:

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

Central Texas Refuse, LLC
Austin, TX United States

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

City of Round Rock

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.

000000RefuseCollectionContract
solid waste collection and disposal

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|----------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Integrated Waste Solutions Group | Austin, TX United States | X | |
| | Appleby, Charlie L | Austin, TX United States | X | |
| | Bradshaw, Scott | Austin, TX United States | X | |
| | Green, David | Austin, TX United States | X | |
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5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Scott Bradshaw, and my date of birth is [REDACTED].

My address is 805 Las Cimas, Ste 440, 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 TX, on the 28 day of Sept, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Central Texas Refuse, LLC
Austin, TX United States

Certificate Number:
2022-939240

Date Filed:
09/28/2022

Date Acknowledged:
09/29/2022

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

City of 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.

000000RefuseCollectionContract
solid waste collection and disposal

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|----------------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Integrated Waste Solutions Group | Austin, TX United States | X | |
| | Appleby, Charlie L | Austin, TX United States | X | |
| | Bradshaw, Scott | Austin, TX United States | X | |
| | Green, David | Austin, TX United States | X | |
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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: J.8

Title: Consider a resolution authorizing the Mayor to execute a Second Amendment to the Amended and Restated Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, LLC

Type: Resolution

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities & Environmental Services

Text of Legislative File 2022-325

The City currently has a Refuse Collection Contract with Central Texas Refuse (CTR) to perform solid waste and recycling collection and disposal services. The City has successfully worked with CTR, formerly known as Round Rock Refuse, since 1987, for our residential services and continue to receive high ratings in this area from our citizens during the biannual City survey.

Several years ago, the City created a Downtown Commercial District to change how solid waste and recycling is managed in downtown Round Rock. The initial phase of this new program has also helped reduce illegal dumping and the number of solid waste collection containers which has improved the aesthetic appearance of three blocks in downtown.

Because the City is expanding the Downtown Commercial District to include two additional blocks on the southeast and corner of the intersection of Main Street and Mays Street, the City would like to include an amendment to the contract to add these additional blocks to be serviced by CTR. The tenants located within the District have a separate rate structure that is billed through the City. There is no change to the Downtown Commercial District rates at this time.

RESOLUTION NO. R-2022-325

WHEREAS, the City of Round Rock (“City”) and Central Texas Refuse, LLC (“Contractor”) entered into an Amended and Restated Refuse Collection Contract (the “Contract”) on November 4, 2021; and

WHEREAS, the City and Contractor now desire to amend the Contract to add additional blocks to the Downtown Commercial District; and

WHEREAS, the parties desire to enter into a Second Amendment to the Amended and Restated Refuse Collection Contract, 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 Second Amendment to the Amended and Restated Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, LLC, 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 13th day of October, 2022.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

SECOND AMENDMENT TO THE

AMENDED AND RESTATED

REFUSE COLLECTION CONTRACT

between

CITY OF ROUND ROCK, TEXAS

and

CENTRAL TEXAS REFUSE, LLC.

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED REFUSE COLLECTION CONTRACT BETWEEN CITY OF ROUND ROCK, TEXAS AND CENTRAL TEXAS REFUSE, LLC. (the "Second Amendment") is dated and entered into as of the ____ day of October, 2022 between the City of Round Rock ("City") and Central Texas Refuse, LLC ("Contractor"). The City and Contractor and sometimes referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Amended and Restated Refuse Collection Contract (the "Contract") on November 4, 2021; and

WHEREAS, the Parties entered into a First Amendment to the Contract on June 23, 2022; and

WHEREAS, the Parties now desire to amend the Contract to modify the definition of *Downtown Commercial District* to include additional blocks;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the City and Contractor mutually agree as follows:

ARTICLE I

SECTION 2: DEFINITIONS

Section 2.1: DEFINITIONS is amended as follows:

The definition of *Downtown Commercial District* is amended as follows:

Downtown Commercial District - Downtown Commercial District shall mean all the businesses located in **Block 8, Block 9**, Block 10, Block 21 and Block 22.

ARTICLE II

MISCELLANEOUS

Section 5.1 To the extent necessary to effect the terms and provisions of this Second Amendment, the Contract is hereby amended and modified. In all other respects, the aforesaid Contract is hereby ratified and confirmed.

Section 5.2 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective representatives have caused this Second Amendment to be duly executed as of the ____ day of October, 2022.

CONTRACTOR:

Central Texas Refuse, LLC.

By: _____
Manager

Date: _____

CITY:

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date: _____

Attest:

By: _____
Meagan Spinks, City Clerk

Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

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:
2022-939234

Date Filed:
09/28/2022

Date Acknowledged:

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

Central Texas Refuse, LLC
Austin, TX United States

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

City of Round Rock

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 Refuse Contract Amd 2
solid waste collection and disposal

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|----------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Integrated Waste Solutions Group | Austin, TX United States | X | |
| | Appleby, Charlie L | Austin, TX United States | X | |
| | Bradshaw, Scott | Austin, TX United States | X | |
| | Green, David | Austin, TX United States | X | |
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5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Scott Bradshaw, and my date of birth is .

My address is 805 Las Cimas, Ste 440, 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 TX, on the 28 day of Sept, 2020.
(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.**

Central Texas Refuse, LLC
Austin, TX United States

Certificate Number:
2022-939234

Date Filed:
09/28/2022

Date Acknowledged:
09/29/2022

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

City of 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 Refuse Contract Amd 2
solid waste collection and disposal

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|----------------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Integrated Waste Solutions Group | Austin, TX United States | X | |
| | Appleby, Charlie L | Austin, TX United States | X | |
| | Bradshaw, Scott | Austin, TX United States | X | |
| | Green, David | Austin, TX United States | X | |
| | | | | |
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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: K.1

Title: Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances (2018 Edition), by increasing the residential charge for the collection of refuse and recycling services. (First Reading) (Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities & Environmental Services

Text of Legislative File 2022-327

With the approval of a resolution for a Residential Services Rate increase for Central Texas Refuse (CTR), the City is required to amend the ordinance setting the rate charged to customers in the City. The change in the rate includes a 98 cent increase to CTR and a 10 cent increase to the City's Support Cost for a total increase of \$1.08 per month. The Support Cost is for the City to cover all expenses associated with the solid waste program, including operating the Recycling Center on Deepwood Drive as well as providing funds for street maintenance in the City. The 10 cent increase will also help the City recoup the fuel recovery payment that the City will make to CTR, if approved by Council.

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

That Chapter 32, Section 32-33(a)(2), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(a) *Residential.*

- 11.

III.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted

1 and that such meeting was open to the public as required by law at all times during
2 which this Ordinance and the subject matter hereof were discussed, considered and
3 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
4 Government Code, as amended.

5 **READ** and **APPROVED** on first reading this the _____ day of
6 _____, 2022.

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

9
10 _____
11 CRAIG MORGAN, Mayor
12 City of Round Rock, Texas
13

14
15 ATTEST:

16
17 _____
18 MEAGAN SPINKS, City Clerk
19



City of Round Rock

Agenda Item Summary

Agenda Number: M.1

Title: Consider Executive Session as authorized by §551.087 Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-22-0871



City of Round Rock

Agenda Item Summary

Agenda Number: M.2

Title: Consider Executive Session as authorized by §551.072 Government Code, related to the purchase, sale, and/or value of real property located at the southeast corner of Red Bud Lane and County Road 123.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/13/2022

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Attorney's Office

Text of Legislative File TMP-22-0872