



# City of Round Rock

## City Council

### Meeting Agenda

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

---

Thursday, April 11, 2024

6:00 PM

City Council Chambers, 221 East Main St.

---

**A. CALL MEETING TO ORDER**

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. CITIZEN COMMUNICATION**

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

**E. PROCLAMATIONS:**

E.1 [Consider proclaiming April 2024 as "Muscular Dystrophy Association Month" in the City of Round Rock.](#)

E.2 [Consider proclaiming April 14 - 20, 2024 as "National Public Safety Telecommunicators Week" in the City of Round Rock.](#)

**F. CONSENT AGENDA:**

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

F.1 [Consider approval of minutes from the March 28, 2024 City Council meeting.](#)

F.2 [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Equipment and Tool Rental Services with Sunbelt Rentals, Inc."](#)

F.3 [Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas \(DPS\) for participation in the Failure to Appear \(FTA\) Program.](#)

F.4 [Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy-Mid-Texas Division in its application filed on or about February 23, 2024 pursuant to section 104.301 of the Texas Utilities Code.](#)

**G. RESOLUTIONS:**

G.1 [Consider a resolution naming "The Bluff" field in Memorial Park the "Big Boy Hester Family Field" in honor of Gail "Big Boy" Hester.](#)

G.2 [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.](#)

G.3 [Consider a resolution authorizing payment of an invoice from BMS CAT LLC/Blackmon Mooring of Austin regarding mitigation and construction services resulting from a fire on City property at 300 South Burnet Street.](#)

G.4 [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.048 acre parcel from property owned by Luetta C. Peterson-Bright, Trustee of Luetta C. Peterson-Bright and Frank H. Bright Joint Living Trust DTD 10/17/1998 required for the Red Bud South project.](#)

G.5 [Consider a resolution authorizing the Mayor to execute a Contract with Bennett Paving, Inc. for the 2023 Residential Street Maintenance Program \(SMP\) Project.](#)

**H. ORDINANCES:**

H.1 [Consider an ordinance amending Chapter 14, Article VIII, Section 14-213.2 of the Code of Ordinances \(2018 Edition\), regarding specific regulations for outdoor music venues zoned Planned Unit Development with an underlying zoning of MU-1. \(First Reading\) \(Requires Two Readings\).](#)

**I. APPOINTMENTS:**

I.1 [Consider confirming the City Manager's appointment of an additional Acting City Manager pursuant to Section 4.01\(e\) of the Round Rock City Charter.](#)

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

**K. ADJOURNMENT**

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

*§551.071 Consultation with Attorney*

*§551.072 Deliberations regarding Real Property*

*§551.073 Deliberations regarding Gifts and Donations*

*§551.074 Personnel Matters*

*§551.076 Deliberations regarding Security Devices*

*§551.087 Deliberations regarding Economic Development Negotiations*

**POSTING CERTIFICATION**

*I certify that this notice of the Round Rock City Council Meeting was posted on the 5th day of April 2024 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.*

*/ORIGINAL SIGNED/*

*Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.1**

---

**Title:** Consider proclaiming April 2024 as "Muscular Dystrophy Association Month" in the City of Round Rock.

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Shane Glaiser, Fire Chief

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Fire Department

---

**Text of Legislative File TMP-24-0243**





# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

---

**Title:** Consider proclaiming April 14 - 20, 2024 as "National Public Safety Telecommunicators Week" in the City of Round Rock.

**Type:** Proclamation

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Police Department

---

**Text of Legislative File TMP-24-0274**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.1**

---

**Title:** Consider approval of minutes from the March 28, 2024 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

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

**Cost:**

**Indexes:**

**Attachments:** 032824 Draft Minutes

**Department:** City Clerk's Office

---

**Text of Legislative File TMP-24-0052**



# City of Round Rock

## Meeting Minutes - Draft

### City Council

Thursday, March 28, 2024

#### A. CALL MEETING TO ORDER

*The Round Rock City Council met in regular session on March 28, 2024 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:08 pm.*

#### B. ROLL CALL

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

**Absent:** 0

#### C. PLEDGES OF ALLEGIANCE

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

#### D. CITIZEN COMMUNICATION

*Tam and Bryn Jones, 185 Red Rock Drive, spoke to Council regarding the street repairs in their neighborhood.*

#### E. PROCLAMATIONS:

##### E.1 [Consider proclaiming April 2024 as "Child Abuse Awareness and Prevention Month" in the City of Round Rock.](#)

*Council Member Ly read and presented the proclamation.*

#### F. STAFF PRESENTATIONS:

##### F.1 [Consider a presentation and department update from Community and Neighborhood Services.](#)

*Joe Brehm, Community and Neighborhood Services Director made the presentation.*

**G. PUBLIC HEARINGS:****G.1** [Consider public testimony regarding the development of the CDBG 2024-2028 Five Year Consolidated Plan and the 2024-2025 Annual Action Plan.](#)

*Joe Brehm, Community and Neighborhood Services Director made the staff presentation.  
Mayor Morgan opened the hearing for public testimony. The following people spoke:  
Serita Lacosse, Senior Access;  
Debbie Rippstein and Judy McLeod, Texas Baptist Children's Home;  
Dori Yeater, Opportunities for Williamson and Burnet Counties;  
Alyssia Woods, Capitol Idea.  
There being no further testimony, the public hearing was closed.*

**H. CONSENT AGENDA:**

*The following items were considered routine by the City Council and were enacted by one motion. There was no separate discussion on any of these items.*

**H.1** [Consider approval of minutes from the March 14, 2024 City Council meeting.](#)**H.2** [Consider a resolution authorizing the Mayor to execute an Agreement with Advanced Filtration Products, LLC for the purchase of HVAC equipment and supplies.](#)**H.3** [Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances \(2018 Edition\), by amending speed zones on portions of University Boulevard from IH 35 to SH 130. \(Second Reading\)](#)

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

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

**Nays:** 0

**Absent:** 0

**I. RESOLUTIONS:**

- I.1** [Consider a resolution authorizing the Mayor to execute the FY 2023 "Equitable Sharing Agreement and Certification" confirming the City's receipt and expenditure of federal asset forfeiture awards and agreeing to continue to participate in the receipt of federal forfeiture awards.](#)

*Willie Richards, Assistant Police Chief made the staff presentation.*

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

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

**Nays:** 0

**Absent:** 0

- I.2** [Consider a resolution authorizing the Mayor to execute a Guaranteed Maximum Price Amendment to the Construction Manager at Risk Standard Form of Agreement between the City and Braun & Butler Construction, Inc. for the Griffith Remodel and Paseo Project.](#)

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

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

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

**Nays:** 0

**Absent:** 0

- I.3** [Consider a resolution authorizing the Mayor to execute a Contract with Utz Environmental Services for the Old Settlers Park Practice Field Improvement Project.](#)

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

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

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

**Nays:** 0

**Absent:** 0

**I.4** [Consider a resolution authorizing the Mayor to execute an Agreement with Austin Screen Printing for the purchase of apparel and customization services.](#)

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

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

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

**Nays:** 0

**Absent:** 1 - Mayor Morgan

**I.5** [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the Chandler Road 36-inch Water Transmission Main Project.](#)

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

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

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

**Nays:** 0

**Absent:** 1 - Mayor Morgan

**I.6**      [Consider a resolution approving the action of the Brushy Creek Regional Utility Authority \(BCRUA\) in authorizing of a Contract for Engineering Services with Walker Partners for the BCRUA Planning Level Evaluation-Phase 2A Water Treatment Plant Expansion Project.](#)

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

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

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

**Nays:** 0

**Absent:** 0

**I.7**      [Consider a resolution approving the action of the Brushy Creek Regional Utility \(BCRUA\) in authorizing the execution of Supplemental Contract No. 1 with Walker Partners for the BCRUA Planning Level Evaluation-Phase 2A Water Treatment Plant Expansion Project.](#)

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

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

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

**Nays:** 0

**Absent:** 0

**I.8**      [Consider a resolution authorizing the Mayor to execute a Contract with Cash Construction Company, Inc. for the Gattis School Road \(Segment 3\) Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

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

**Nays:** 0

**Absent:** 0

**I.9** [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Aguirre & Fields, LP for the Old Settlers Extension Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

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

**Nays:** 0

**Absent:** 0

**I.10** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Cutler Repaving, Inc. for the 2022 Arterial Street Maintenance Program Project.](#)

*Gary Hudder, Transportation Director made the staff presentation.*

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

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

**Nays:** 0

**Absent:** 0

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



**K. EXECUTIVE SESSION:****K.1** [Consider Executive Session as authorized by §551.074 Government Code, related to the evaluation of City Attorney.](#)

*The City Council recessed to executive session. Mayor Morgan called the executive session to order at 6:58 p.m. and adjourned at 7:21 p.m.*

*Council reconvened to regular session with no action on the executive session.*

**L. ADJOURNMENT**

*There being no further business, Mayor Morgan adjourned the meeting at 7:22 pm.*

*Respectfully submitted:*

*Meagan Spinks, City Clerk*



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.2

---

**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to "City of Round Rock Agreement for Equipment and Tool Rental Services with Sunbelt Rentals, Inc."

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

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

**Cost:** \$500,000.00

**Indexes:** General Fund

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

**Department:** Parks & Recreation

---

### Text of Legislative File 2024-078

Parks and Recreation use equipment and tools that are provided by Sunbelt Rental Inc. on a regular basis. This includes equipment rentals for special events and projects throughout the year. The equipment rented includes items such as: towable generators, light towers, lifts, skytracks, construction equipment and tools.

**Cost:** \$500,000.00

**Source of Funds:** General Fund

**RESOLUTION NO. R-2024-078**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into a “City of Round Rock Agreement for Equipment and Tool Rental Services” with Sunbelt Rentals, Inc. (“Agreement”) on September 9, 2021, by Resolution No. 2021-251; and

**WHEREAS**, the City is a member of the OMNIA Partners Cooperative; and

**WHEREAS**, Sunbelt Rentals, Inc. is an approved vendor of the OMNIA Partners Cooperative; and

**WHEREAS**, City has purchased said goods subject to the Agreement and intends to continue to purchase said goods through OMNIA Partners Cooperative Contract No. R200601; and

**WHEREAS**, City and Sunbelt Rentals, Inc. desire to increase the Contract Amount by an additional \$200,000.00; and

**WHEREAS**, the City Council desires to enter into Supplemental Agreement No. 1 with Sunbelt Rentals, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Equipment and Tool Rental Services” with Sunbelt Rentals, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**SUPPLEMENTAL AGREEMENT NO. 1  
TO "CITY OF ROUND ROCK AGREEMENT  
FOR  
EQUIPMENT AND TOOL RENTAL SERVICES  
WITH  
SUNBELT RENTALS, INC."**

**CITY OF ROUND ROCK**

§

**STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF TRAVIS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Equipment and Tool Rental Services" called "Supplemental Agreement No. 1," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **SUNBELT RENTALS, INC.**, whose offices are located at 1799 Innovation Point, Fort Mill, South Carolina 29715 (referred to herein as "Vendor").

**WHEREAS**, the City and Vendor previously executed the referenced "City of Round Rock Agreement for Equipment and Tool Rental Services," hereinafter called the "Agreement" on September 9, 2021 by Resolution No. R-2021-251; and

**WHEREAS**, the City is a member of the OMNIA Partners Cooperative and Vendor is an approved OMNIA Partners vendor; and

**WHEREAS**, the City has and desires to continue to purchase goods and services from Vendor through OMNIA Partners Cooperative Contract No. R200601; and

**WHEREAS**, the Agreement states that the total amount of costs to be paid to Vendor shall not exceed **\$300,000.00** for the term of the Agreement; and

**WHEREAS**, the parties desire to increase the Contract Amount by an additional **\$200,000.00** as set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree that said Agreement is amended and supplemented as follows:

**I.**

Section 5.01(B), *Costs*, is amended to read as follows:

B. The City shall be authorized to pay Vendor an amount not-to-exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the term of this Agreement.

**II.**

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and Vendor have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

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

**SUNBELT RENTALS, INC.**

By: \_\_\_\_\_  
Printed Name: Ryan Walton  
Title: Contract Manager  
Date Signed: 3/12/2024

Digitally signed by: Ryan Walton  
DN: CN = Ryan Walton email = ryan.walton@sunbeltrentals.com  
C = AD  
Date: 2024.03.12 13:42:58 -04'00'

**ATTEST:**

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

**FOR CITY, 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

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

Sunbelt Rentals, Inc.  
Fort Mill, SC United States

**Certificate Number:**  
2024-1136063

**Date Filed:**  
03/19/2024

**Date Acknowledged:**

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

Round Rock 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.**

R200601  
Equipment and Tool Rental Services without operators

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

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



### 6 UNSWORN DECLARATION

My name is Deanna Thorpe, and my date of birth is                     .

My address is 1799 Innovation Point, Fort Mill, SC, 29715, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in York County, State of SC, on the 29 day of March, 20 24.  
(month) (year)

Deanna Thorpe

Digitally signed by: Deanna Thorpe  
DN: CN = Deanna Thorpe email =  
contractteam@sunbeltrentals.com C =  
AD O = Sunbelt Rentals, Inc.  
Date: 2024.03.29 08:53:19 -0400

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.**

Sunbelt Rentals, Inc.  
Fort Mill, SC United States

**Certificate Number:**  
2024-1136063

**Date Filed:**  
03/19/2024

**Date Acknowledged:**  
03/29/2024

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

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.**

R200601  
Equipment and Tool Rental Services without operators

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

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



**6 UNSWORN DECLARATION**

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

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

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

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

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





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.3

---

**Title:** Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Contract with the Department of Public Safety of the State of Texas (DPS) for participation in the Failure to Appear (FTA) Program.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Finance

---

### Text of Legislative File 2024-080

The City has contracted with DPS since 1997 to authorize the Round Rock Municipal Court to participate in the Failure to Appear Program that places a 'flag' on a driver's license if someone has not responded to their citation or failed to pay associated fines. Changes to Chapter 706 of the Texas Transportation Code require revisions to the current interlocal agreement. The changes are administrative in nature with no costs or substantive changes in procedures required. Changes addressed in this contract are:

- (1) Restructuring and language changes to the original Interlocal Cooperation Contract to provide clarity regarding specific responsibilities of each party;
- (2) Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session; and
- (3) Language to account for future changes to the current statute, either federal or state, ensuring that the Interlocal Cooperation Contract remains in compliance with the latest legal requirements until a revised Interlocal Cooperation Contract is available.

**RESOLUTION NO. R-2024-080**

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

**WHEREAS**, the City of Round Rock (“City”) wishes to enter into a new Interlocal Cooperation Contract with the Texas Department of Public Safety to continue participation in a program regarding denial of driver's license renewal for failure to appear in municipal court, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Cooperation Contract with the Texas Department of Public Safety, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



STEVEN C. McCRAW  
DIRECTOR  
WALT GOODSON  
FREEMAN F. MARTIN  
DWIGHT D. MATHIS  
DEPUTY DIRECTORS

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



COMMISSION  
STEVEN P. MACH, CHAIRMAN  
NELDA L. BLAIR  
LARRY B. LONG  
STEVE H. STODGHILL  
DALE WAINWRIGHT

EXHIBIT  
"A"

January 29, 2024

ROUND ROCK MUNICIPAL COURT  
301 W BAGDAD, STE 120  
ROUND ROCK, TX 78664

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88<sup>th</sup> Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:  
Enforcement & Compliance Service  
5805 North Lamar Blvd, Bldg A,  
Austin, TX 78752-0300  
E-mail: [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov)  
Fax: (512) 424-2848

Should you have any questions, please send an email to [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov). Thank you for your immediate attention to this matter.

Regards,  
Manager  
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract  
Failure to Appear Program**

**State of Texas  
County of Williamson**

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the City of Round Rock, a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

**V. COURT RESPONSIBILITIES**

**A. FTA Report**

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

## VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

## VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

<b>Court: Round Rock Municipal Court</b>	<b>Department of Public Safety</b>
Attn.: Court Clerk Administrator	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Address: 301 W. Bagdad Ave	
Address: Round Rock, TX 78664	
Fax: 512-218-7079	
Email: <a href="mailto:rrcourt@roundrocktexas.gov">rrcourt@roundrocktexas.gov</a>	
Phone: 512-218-5480	

### C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

### D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

### E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

#### **CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**City of Round Rock, Texas**

**Department of Public Safety**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Driver License Division Chief or Designee**

\_\_\_\_\_  
**Craig Morgan, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.





# City of Round Rock

## Agenda Item Summary

### Agenda Number: F.4

---

**Title:** Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy-Mid-Texas Division in its application filed on or about February 23, 2024 pursuant to section 104.301 of the Texas Utilities Code.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Finance

---

### Text of Legislative File 2024-081

On or about February 23, 2024, Atmos-MidTex filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). Atmos-MidTex's application, when approved by the Railroad Commission, will result in increases to the monthly customer charges as shown on the attached resolution. The proposal raises monthly customer base charges 17.09% for residential customers and 19.84% or more for commercial and industrial customers.

The City is a member of the coalition of cities known as Atmos Texas Municipalities (ATM). ATM is comprised of about 50 cities and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by Atmos Energy-MidTex.

The City's ability to review and effectuate a change in Atmos Energy-MidTex's requested increase, through partnership in the ATM coalition is limited. Nonetheless, to allow for a limited review of Atmos-MidTex's GRIP application, it is recommended that the City suspend Atmos-MidTex's proposed effective date of April 23, 2024 for forty-five days as allowed by state law, so that the City may evaluate whether data and calculations in Atmos-MidTex's rate application are correctly done, and whether Atmos-MidTex's application otherwise conforms to the requirements of the GRIP statute. Approval of this resolution will suspend the proposed effective date until June 7, 2024.



**RESOLUTION NO. 2024-081**

**A RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS, (“CITY”) RESPONDING TO THE APPLICATION OF ATMOS ENERGY – MID-TEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY’S PARTICIPATION IN COORDINATION WITH OTHER CITIES IN A COALITION OF CITIES KNOWN AS THE ATMOS TEXAS MUNICIPALITIES; REQUIRING THE REIMBURSEMENT OF COSTS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, on or about February 23, 2024, Atmos Energy – Mid-Tex Division (Atmos-MidTex) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), resulting in a requested increase in the monthly customer charge as shown in the table below:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2023 Interim Rate Adjustment</b>	<b>Adjusted Charge</b>	<b>Increase Per Bill</b>
Rate R – Residential Sales	\$41.23 per customer per month	\$6.73 per customer per month	\$47.96 per customer per month	\$6.73
Rate C – Commercial Sales	\$114.34 per customer per month	\$22.32 per customer per month	\$136.66 per customer per month	\$22.32
Rate I – Industrial Sales	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61
Rate T – Transportation	\$2,079.40 per meter per month	\$412.61 per meter per month	\$2,492.01 per meter per month	\$412.61

and

**WHEREAS**, the City has a duty to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS**, the application to increase rates by Atmos-MidTex is complex; and

**WHEREAS**, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos-MidTex' rate application are correctly done, and whether Atmos-MidTex' application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

**WHEREAS**, the effective date proposed by Atmos-MidTex is April 23, 2024, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 7, 2024.

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

**Section 1.** That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

**Section 2.** The City suspends the requested effective date by Atmos-MidTex for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application, and to determine whether Atmos-MidTex' application otherwise conforms to the requirements of the GRIP statute.

**Section 3.** The City continues to act in coordination with a group of cities known as the Atmos Texas Municipalities in its review of Atmos-MidTex' rates.

**Section 4.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to represent the City in connection with Atmos-MidTex' application to increase rates.

**Section 5.** Atmos-MidTex is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos-MidTex' rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

**Section 6.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 7.** This resolution shall be effective immediately upon passage.

**RESOLVED** this 11th day of April 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

---

**Title:** Consider a resolution naming "The Bluff" field in Memorial Park the "Big Boy Hester Family Field" in honor of Gail "Big Boy" Hester.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Brad Wiseman, Assistant City Manager

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Administration

---

**Text of Legislative File 2024-084**

## **RESOLUTION NO. R-2024-084**

**WHEREAS**, a written request was submitted to the City Manager to name the “The Bluff” field at Memorial Park in honor of Gail “Big Boy” Hester (Big Boy); and

**WHEREAS**, the request was submitted to a committee consisting of the City Manager and three council members appointed by the Mayor in compliance with the City’s policy for naming city facilities; and

**WHEREAS**, the committee researched, reviewed, and studied the request and has recommended that the request be approved; and

**WHEREAS**, Big Boy founded his automotive repair shop in Round Rock sixty-three (63) years ago at just twenty-two (22) years of age, and since that time has not only been a stalwart member of the Chamber of Commerce, but has also played a pivotal role in supporting and fostering the growth of small businesses within our community, which has been recognized through the establishment of an annual small business award bearing his name and the presentation of the Lifetime Achievement Award by the Chamber of Commerce in 2009; and

**WHEREAS**, beyond his contributions to the business landscape, Big Boy has been a fervent supporter of local organizations such as the YMCA, Round Rock Serving Center, and the Play for All Abilities Park; and

**WHEREAS**, Big Boy’s initiatives, including the annual Big Boy Hester Fishing Trip and his annual Christmas Party have raised over \$300,000.00 for local causes, uniting the business community, elected officials, and residents in support of these local institutions; and

**WHEREAS**, Big Boy’s family roots run deep in Round Rock and he has supported and worked with thirteen (13) mayors, one of which was his brother Dale Hester; and

**WHEREAS**, Big Boy and his wife, Ruby, have five (5) children, who together have owned as many as seven (7) businesses in the City; and

**WHEREAS**, long before becoming a key community figure to help bring the Round Rock Express to the City, Big Boy played on the City’s first Little League when he was twelve (12) years old; and

**WHEREAS**, over seventy (70) years ago Big Boy took the mound at this field in a Babe Ruth style uniform and represented the City against teams from Beyersville, Thrall, Leander, Pflugerville, and Granger, using wooden bats and a limited supply of baseballs, which would have to be fished out and reused in the event one landed in the creek; and

**WHEREAS**, Gail “Big Boy” Hester’s deep connection to the “The Bluff” field and his lifelong contributions to the City make him an appropriate choice for naming “The Bluff” field at Memorial Park in his honor, Now Therefore

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

That the “The Bluff” field at Memorial Park is hereby officially named the Big Boy Hester Family Field in honor of Gail “Big Boy” Hester.

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

**RESOLVED** this 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk





# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments to add Georgetown as a party to the Williamson County Regional Animal Shelter Interlocal Agreement.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Finance

---

### Text of Legislative File 2024-079

This MOU is the first of two Council approvals required to add the City of Georgetown to the Williamson County Regional Animal Shelter (WCRAS). The Interlocal Agreement (ILA) will *come back to Council for action* after all members approve the MOU and Georgetown receives clearance from the Texas Attorney General's Office regarding issuance of their voter approved General Obligation debt. This MOU was approved by the Georgetown City Council on March 12, 2024, with Williamson County approval scheduled for the April 23, 2024 Commissioners' Court meeting.

### Background:

Williamson County and the Cities of Round Rock, Cedar Park, Hutto and Leander formed the WCRAS in 2006. This regional partnership has allowed effective management of animals county-wide while reducing costs for each partner due to economies of scale. In 2016, the WCRAS members approved its first expansion. The City of Round Rock contributed its 27.23% pro rata capacity share of \$2.7 million using General Self-Finance Construction funds.

Round Rock pays its pro rata share of operating costs plus a \$67,951.50 capacity payment for its portion of original 2006 facility. In FY 2024, the City's O&M costs are \$859,000, for a total annual cost of \$927,000. The WCRAS is funded by the City's General Fund.

**Proposed ILA Revision:**

The proposed ILA, attached as Exhibit A to the MOU, will allow Georgetown to join the partnership. The terms include the City of Georgetown wholly funding a \$15 million expansion of the WCRAS facility that is expected to provide capacity for all members through 2035. Georgetown will also begin making its pro rata share of O&M payments, approximately 15%, likely slightly lowering Round Rock's annual O&M cost. Georgetown will also pay an additional equity buy-in totaling approximately \$2 million over the next 10 years. Finally, Georgetown plans to lease its current animal shelter to WCRAS for use during the construction of the expansion.

Adding Georgetown and the expanded capacity will require no additional funds from Round Rock and provide capacity for future growth.

## **RESOLUTION NO. R-2024-079**

**WHEREAS**, the County of Williamson and the Cities of Round Rock, Cedar Park, Hutto, and Leander (collectively the “Member Governments”) require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

**WHEREAS**, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended, the Member Governments jointly operate the Williamson County Regional Animal Shelter for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

**WHEREAS**, the Member Governments wish to enter into a Memorandum of Understanding with the City of Georgetown to add it as a party to the Williamson County Regional Animal Shelter Interlocal 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 a Memorandum of Understanding Between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**EXHIBIT**

**"A"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF GEORGETOWN  
AND  
THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER MEMBER  
GOVERNMENTS**

This Memorandum of Understanding ("MOU") is made by the County of Williamson and the Cities of Cedar Park, Round Rock, Hutto, and Leander (collectively the "Member Governments") and the City of Georgetown ("Georgetown").

**RECITALS**

**WHEREAS**, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments and Georgetown; and

**WHEREAS**, Georgetown currently operates an animal shelter within Williamson County; and

**WHEREAS**, Georgetown's animal shelter performs animal sheltering and control functions substantially similar to the WCRAS (as defined below); and

**WHEREAS**, Georgetown's animal shelter is regularly at capacity and Georgetown's shelter and operations need to significantly expand in order to meet Georgetown's public need; and

**WHEREAS**, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

**WHEREAS**, each of the Member Governments require a regional animal control shelter with the capability of providing animal control services within the Williamson County, Texas, area on a regular basis; and

**WHEREAS**, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") for the purpose of providing the public need for animal sheltering and control services within Williamson County; and

**WHEREAS**, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and

**WHEREAS**, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in Texas Health and Safety Code, Chapter 823; and

**WHEREAS**, the Agreement allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and

**WHEREAS**, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with Georgetown and formed a working group; and

**WHEREAS**, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding a feasibility study looking at the expansion to the Williamson County-owned WCRAS facility; and

**WHEREAS**, on March 14, 2023, the Georgetown City Council approved an interlocal agreement with Williamson County, and on March 21, 2023 the Williamson County Commissioners Court approved the same agreement, for design services for WCRAS expansion project; and

**WHEREAS**, on March 28, 2023, the Williamson County Commissioners Court approved advertising and receiving sealed qualifications for an Architectural and Engineering firm to conduct a feasibility study for the WCRAS Expansion, under RFQ #23RFSQ61; and

**WHEREAS**, on July 10, 2023, the Williamson County Commissioners Court approved awarding 23RFSQ61, the Williamson County Regional Animal Shelter Expansion Feasibility Study to Quorum Architect, Inc. in an amount of \$42,000; and

**WHEREAS**, the results of the feasibility study indicate that an expansion, inclusive of Georgetown, is feasible, provided Georgetown funds the constructions of at least 106 new dog kennels; and

**WHEREAS**, the Georgetown City Council was briefed on what a proposed expansion of the regional animal shelter on October 10, 2023 and the governing board for WCRAS was briefed on a possible expansion on October 27, 2023, and there is stated consensus to move forward with a partnership; and

**WHEREAS**, on November 7, 2023, the residents of the City of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for the City of Georgetown; and

**WHEREAS**, Georgetown has proposed becoming a new party to the Agreement in exchange for the City abiding by all terms of the negotiated agreement attached as Exhibit A (the "Amendment"); and

**WHEREAS**, the Member Governments have considered and wish to execute the Amendment subject to any revisions required in conjunction with Georgetown's issuance of its general obligation bond to finance the WCRAS expansion; and

**NOW THEREFORE**, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein.

## **ARTICLE I.**

The Member Governments and Georgetown agree to execute the Amendment to the Agreement attached once Georgetown receives confirmation it can use its general bond obligation funds to finance the WCRAS expansion. Any material changes to the Amendment must be ratified by each Member Government.

## **ARTICLE II.**

### **LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this \_\_\_\_ day of \_\_\_\_, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

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



CITY OF CEDAR PARK, TEXAS

By: \_\_\_\_\_  
Jim Penniman-Morin, Mayor

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

CITY OF ROUND ROCK, TEXAS

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

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

CITY OF HUTTO, TEXAS

By: \_\_\_\_\_  
Mike Snyder, Mayor

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

CITY OF LEANDER, TEXAS

By: \_\_\_\_\_  
Christine DeLisle, Mayor

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

CITY OF GEORGETOWN, TEXAS

By: \_\_\_\_\_  
Josh Schroeder, Mayor

Date: March 12, 2024

EXHIBIT A

**SECOND AMENDMENT AND RESTATEMENT  
OF THE  
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT**

THIS SECOND AMENDMENT AND RESTATEMENT (“Second Amendment”) to expand the membership of the Regional Shelter is made and entered into effective this \_\_\_\_\_, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the “Member Governments”); and the CITY OF GEORGETOWN (“Georgetown”); all of which are political subdivisions of the State of Texas (“the Parties”).

**RECITALS**

**WHEREAS**, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

**WHEREAS**, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

**WHEREAS**, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the “Agreement”), the Member Governments jointly operate the Williamson County Regional Animal Shelter (“WCRAS”) for the purpose of providing the public need for animal sheltering within Williamson County; and,

**WHEREAS**, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

**WHEREAS**, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

**WHEREAS**, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement’s conditions; pay the Equity Buy-in Fee; and be responsible for its share of the M&O expenses; and,

**WHEREAS**, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the Equity Buy-in Fee; and being responsible for its share of annual M&O expenses; and,

**NOW, THEREFORE**, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE I.  
RECITALS**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**ARTICLE II.  
MISSION OF THE REGIONAL ANIMAL SHELTER**

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

**ARTICLE III.  
ORGANIZATION**

1. **BOARD REPRESENTATION:** The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.
2. **MEETINGS:** The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.
3. **QUORUM:** A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.
4. **OFFICERS:** The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.
5. **SECRETARY:** The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.



## **ARTICLE IV BOARD DUTIES AND RESPONSIBILITIES**

1. **BOARD RESPONSIBILITY:** The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

- a. Utilities and maintenance of the WCRAS site;
  - b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
  - c. Staffing expenses;
  - d. All other day-to-day expenses of operating and maintaining the WCRAS;
  - e. Insurance, including building, content, and personal liability; and,
  - f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.
2. **BUDGET APPROVAL:** The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:
  - a. Operating procedures and policies;
  - b. Annual budgets and expenditures, prepared in a line item format;

- c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
  - d. Facilities improvement and expansion; and
  - e. Acquisition of major shelter equipment, including computer hardware.
3. **BUDGET:** The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Article III, Section 1 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.
4. **EXPENDITURES AND REIMBURSEMENT:** No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.
5. **BUDGET REVIEW:** The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.
6. **PAYMENTS:** Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.
7. **ADMINISTRATION:** The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.
8. **SHELTER REVENUE:** Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

**ARTICLE V**  
**COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES**

1. **SITE ACQUISITION:** The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.
2. **CAPITAL FACILITIES AND EQUIPMENT COSTS:** The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than \$10,000.
3. **REGIONAL SHELTER AVAILABILITY TO PARTIES:** The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.
4. **SERVICES AND COSTS:** The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.
5. **ACQUISITION OF GOODS AND SERVICES:** After Board approval, the County shall contract for all goods and services on behalf of WCRAS.
6. **CITY OF GEORGETOWN FUNDED EXPANSION:** Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the “Georgetown Bonds”) in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown’s animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown’s use of

the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed \$15,000,000.00. Any expenditures over and above \$15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

## **7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:**

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel. And

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

## **ARTICLE VI COST SHARING**

1. **COUNTY RESPONSIBILITY:** The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.
2. **PARTIES' RESPONSIBILITY:** During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.
3. **LICENSE AND RECLAMATION FEE REIMBURSEMENT:** Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.
4. **CAPITAL COST SHARING:** Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the \$3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

Party	Respective Share	Amortized Annual Payment
Cedar Park	\$ 304,000	\$ 22,748
Leander	\$ 304,000	\$ 22,748
Round Rock	\$ 960,000	\$ 71,835
Hutto	\$ 32,000	\$ 2,395
County	\$1,600,000	\$119,725
<b>TOTAL</b>	<b>\$3,200,000</b>	<b>\$239,451</b>

The County agrees that if the Total Capital Costs exceed \$3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. **CITY OF GEORGETOWN EQUITY BUY-IN FEE:** As a new member, starting on October 1, 2024, the City of Georgetown will contribute an Equity Buy-in Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This equity buy-in fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	M&O Expenses + Equity Buy-in Fee
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and October 1, 2024, upon the Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a \$500,000.00 M&O Expense and a \$250,000.00 Equity Buy-in Fee.

6. **APPROPRIATIONS:** Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

## **ARTICLE VII ACCOUNTING**

1. **BOOKS:** Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

## **ARTICLE VIII DURATION**

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.
2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

## **ARTICLE IX TERMINATION**

1. **RIGHT TO WITHDRAW:** Except as provided in V.5, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may

not withdraw from this Agreement during its term unless all Parties agree to said withdrawal or all Parties are in material default, as stated below.

2. **SEPARATE EQUIPMENT:** The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

## **ARTICLE X MISCELLANEOUS**

1. **SEVERABILITY:** The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. **CHOICE OF LAW:** This Agreement shall be performable in Williamson County, Texas.
4. **AMENDMENT:** This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.
5. **ASSIGNMENT:** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
6. **NO PERSONAL BENEFIT:** No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.



7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY  
c/o COUNTY JUDGE  
WILLIAMSON COUNTY  
301 S.E. INNER LOOP  
GEORGETOWN, TX 78626

CITY OF HUTTO  
c/o MAYOR  
CITY OF HUTTO  
401 W. FRONT STREET  
HUTTO, TX 78634

CITY OF ROUND ROCK  
c/o MAYOR CITY OF ROUND ROCK  
221 EAST MAIN STREET  
ROUND ROCK, TX 78664

CITY OF CEDAR PARK  
c/o MAYOR  
CITY OF CEDAR PARK  
600 N. BELL BOULEVARD  
CEDAR PARK, TX 78613

CITY OF LEANDER  
c/o MAYOR  
CITY OF LEANDER  
105 N. BRUSHY STREET  
LEANDER, TX 78641

CITY OF GEORGETOWN  
c/o MAYOR  
CITY OF GEORGETOWN  
808 MARTIN LUTHER KING JR ST  
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.
9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.
11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this \_\_\_\_ day of \_\_\_\_, 2024.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

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

DRAFT

CITY OF CEDAR PARK, TEXAS

By: \_\_\_\_\_  
Jim Penniman-Morin, Mayor

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

DRAFT

CITY OF ROUND ROCK, TEXAS

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

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

DRAFT

CITY OF HUTTO, TEXAS

By: \_\_\_\_\_  
Mike Snyder, Mayor

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

DRAFT

CITY OF LEANDER, TEXAS

By: \_\_\_\_\_  
Christine DeLisle, Mayor

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

DRAFT

CITY OF GEORGETOWN, TEXAS

By: \_\_\_\_\_  
Josh Schroeder, Mayor

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

DRAFT





# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

---

**Title:** Consider a resolution authorizing payment of an invoice from BMS CAT LLC/Blackmon Mooring of Austin regarding mitigation and construction services resulting from a fire on City property at 300 South Burnet Street.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Valerie Francois, Human Resources Director

**Cost:** \$286,840.83

**Indexes:** General Fund

**Attachments:** Resolution, Invoice, Form 1295

**Department:** Human Resources

---

### Text of Legislative File 2024-082

This item is to pay for invoice AUS-14293500M-63034r from BMS CAT LLC/Blackmon Mooring of Austin regarding mitigation and construction services resulting from a fire at 300 South Burnet Street. This is a pass through cost from funds previously received from TML.

**Cost:** \$286,840.83

**Source of Funds:** General Fund

## **RESOLUTION NO. R-2024-082**

**WHEREAS**, the City of Round Rock (“City”) was in need of immediate mitigation and construction services resulting from a fire that occurred on City property at 300 South Burnet Street; and

**WHEREAS**, the City was under no statutory obligation to advertise for bids for the purchase of repairs necessary because of unforeseen damage to public machinery, equipment, or other property, as such falls under the general exemption to competitive bidding requirements cited in the Texas Local Government Code Section 252.022(a)(3); and

**WHEREAS**, BMS CAT LLC/Blackmon Mooring of Austin performed the required emergency mitigation and construction services; and

**WHEREAS**, BMS CAT LLC/Blackmon Mooring of Austin has issued an invoice for payment of the emergency services performed; and

**WHEREAS**, the City has received insurance proceeds from Texas Municipal League for payment of the services performed by BMS CAT LLC/Blackmon Mooring of Austin; and

**WHEREAS**, the City Council wishes to authorize payment of said insurance proceeds to BMS CAT LLC/Blackmon Mooring of Austin for the mitigation and construction services completed at 300 South Burnet Street, Now Therefore

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

That the City Council finds that the purchase of mitigation and construction services resulting from a fire that occurred on City property at 300 South Burnet Street is the result of unforeseen damage to public machinery, equipment, or other property, and such purchase falls under the general exemptions to competitive bidding requirements in Section 252.022(a)(3).

That the City is hereby authorized and directed to make payment to BMS CAT LLC/Blackmon Mooring of Austin for the required emergency mitigation and construction services performed.

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

**RESOLVED** this 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

**BLACKMON  
MOORING**  
SINCE 1948

**BMS CAT**

1.800.433.2940  
[www.bmscat.com](http://www.bmscat.com)

**RESTORE. REBUILD. RECOVER.**

**Austin**

City of Round Rock  
Attn: Accounts Payable  
301 S Burnett St  
Round Rock, Texas 78664

Invoice: AUS-14293700R  
Date: 12.08.2023  
Terms: Net Due

## INVOICE

*For Restoration Services Rendered At Your Facility*

City of Round Rock	
Mitigaiton services	176,840.83
Constrution services	110,000.00
Subtotal	\$ 286,840.83
Sales Tax - EXEMPT	
<b>TOTAL DUE AND PAYABLE</b>	<b>\$ 286,840.83</b>

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

**NOTE: any applicable taxes to be applied to future invoices**

Respectfully Submitted,  
BMS CAT LLC  
Blackmon Mooring of Austin

Please wire payment to:

-or-

Remit payment to:

Wells Fargo Bank, N.A.

ABA

Acct.

Acct.

BMS Cat LLC / Blackmon Mooring of Austin

Attn: A/R Department

2251 Picadilly Drive Suite C320

Round Rock, TX 78664

Please note that payments via credit card will be subject to a 3% processing fee.

Please reference the invoice number on your payment document.

# 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.

Blackmon Mooring of Austin  
Round Rock, TX United States

Certificate Number:  
2024-1127908

Date Filed:  
02/26/2024

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.

AUS-14293600M  
AUS-14293700R, AUS-14293600M - Restoration Services from Fire

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

5 Check only if there is NO Interested Party.



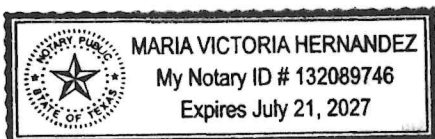
## 6 UNSWORN DECLARATION

My name is Brian Calbeck, and my date of birth is [REDACTED].

My address is 1412 Hidden Glen Dr., Round Rock, Tx, 78681, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 26<sup>th</sup> day of February 2024.  
(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.**

Blackmon Mooring of Austin  
Round Rock, TX United States

**Certificate Number:**  
2024-1127908

**Date Filed:**  
02/26/2024

**Date Acknowledged:**  
02/26/2024

**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.**

AUS-14293600M  
AUS-14293700R, AUS-14293600M - Restoration Services from Fire

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

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



**6 UNSWORN DECLARATION**

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

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

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

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

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.4**

---

**Title:** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a 0.048 acre parcel from property owned by Luetta C. Peterson-Bright, Trustee of Luetta C. Peterson-Bright and Frank H. Bright Joint Living Trust DTD 10/17/1998 required for the Red Bud South project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Maps

**Department:** Transportation

---

### **Text of Legislative File 2024-076**

The City's current appraised value for this parcel is \$14,725. The City attempted to negotiate a voluntary purchase of the property without the threat of condemnation, which was unsuccessful. To date the owners have not provided any acceptance or substantive counteroffer proposal to the initial offer (5.11.23) or final offer (3.5.24).

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

### **EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS**

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

**"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Red Bud South Project: a 0.048 acre parcel from property owned by Luetta C. Peterson-Bright, Trustee of Luetta C. Peterson-Bright and Frank H. Bright Joint Living Trust DTD 10/17/1998, as described in Exhibit A of the resolution."**





**RESOLUTION NO. R-2024-076**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS  
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF  
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S  
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN  
TO ACQUIRE SAID PROPERTY INTERESTS**

**WHEREAS**, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Red Bud South, and to perform associated public uses and purposes ("Project"); and

**WHEREAS**, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple interest in and across approximately 0.048 acre (2,074 SF) of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"), such Property being owned by **LUETTA C. PETERSON-BRIGHT, TRUSTEE OF LUETTA C. PETERSON-BRIGHT AND FRANK H. BRIGHT JOINT LIVING TRUST DTD 10/17/1998** for the public use of construction, reconstruction, widening, maintaining, and operating of the Red Bud South roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

**WHEREAS**, it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above-described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made or shall make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth herein.

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

**RESOLVED** this 11th day of April 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk

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

County: Williamson  
Parcel : 17-Peterson  
Project: Red Bud Lane

Page 1 of 4  
2023-12-11

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 17**

DESCRIPTION OF A 0.048 ACRE (2,074 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 (1.0 ACRE) OF THE WOODHOLLOW SUBDIVISION RECORDED IN CABINET D, SLIDES 328-330 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AS DESCRIBED IN A WARRANTY DEED TO LUETTA C. PETERSON-BRIGHT TRUSTEE OF LUETTA C. PETERSON-BRIGHT AND FRANK H. BRIGHT JOINT LIVING TRUST DTD RECORDED IN DOCUMENT NO. 2018112162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.048 ACRE (2,074 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found in the southerly boundary line of Lot 2 of said subdivision, same being the northeasterly corner of that called 1.00 acre tract of land described in Probate to Estate of L.A. Grimes, Jr. deceased recorded in Document No. 2011031807 of the Official Public Records of Williamson County, Texas, and described in Volume 879, Page 348 of the Deed Record of Williamson County, Texas, and the northwesterly corner of that called 1.014 acre tract of land described in Special Warranty Deed to Ronald R. Woytek and Susan L. Woytek in Volume 735, Page 466 of the Deed Records of Williamson County Texas;

THENCE, with the common boundary line of said 1.014 acre tract, and in part said Lot 2 and Lot 1, N 82°33'03" E, for a distance of 227.97 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" found 49.50 feet left of Red Bud Lane Baseline Station 93+45.55 (Grid Coordinates determined as N=10,162,910.38, E=3,152,785.09 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 1.014 acre tract, through the interior of said Lot 1, with said proposed ROW line, the following (5) five courses:

- 1) **N 02°28'31" W**, for a distance of **105.40** feet to an iron rod with aluminum cap stamped "CORR ROW 5630" set 49.50 feet left of Red Bud Lane Baseline Station 94+50.95;
- 2) **N 42°31'29" E**, for a distance of **5.66** feet to an iron rod with aluminum cap stamped "CORR ROW 5630" set 45.50 feet left of Red Bud Lane Baseline Station 94+54.95;
- 3) **N 02°28'31" W**, for a distance of **14.00** feet to an iron rod with aluminum cap stamped "CORR ROW 5630" set 45.50 feet left of Red Bud Lane Baseline Station 94+68.95;
- 4) **N 47°28'31 W**, for a distance of **5.66** feet to an iron rod with aluminum cap stamped "CORR ROW 5630" set 49.50 feet left of Red Bud Lane Baseline Station 94+72.95;
- 5) **N 02°28'31" W**, for a distance of **141.81** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" found 49.50 feet left of Red Bud Lane Baseline Station 96+14.76 in the existing southerly ROW line of Woodhollow Trail (50' ROW width), being the northerly line of said Lot 1, for the northwesterly corner of the herein described parcel;
- 6) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said Lot 1, **N 87°39'08" E**, for a distance of **7.95** feet to a 3/8" iron rod found, at the intersection of the existing westerly ROW line of Red Bud Lane (C.R. 122), (ROW width varies), for the northeasterly corner of said Lot 1 and of the herein described parcel;

County: Williamson  
Parcel : 17-Peterson  
Project: Red Bud Lane

Page 2 of 4  
2023-12-11

- 7) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said Lot 1, **S 02°29'20" E**, for a distance of **268.50** feet to a calculated point in the northerly line of said 1.014 acre tract, for the southeasterly corner of said Lot 1 and of the herein described parcel and from which a 1/2" iron rod found bears **N 21°44'59" W**, a distance of 1.57 feet;
- 8) **THENCE**, departing said existing westerly ROW line, with the common line of said Lot 1 and of said 1.014 acre tract, **S 82°33'03" W**, for a distance of **8.04** feet to the **POINT OF BEGINNING**, containing 0.048 acre (2,074 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of February through August, 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 and December, 2023 under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 11th day of December, 2023, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.  
Texas Reg. No. 5630  
1504 Chisholm Trail Rd #103  
Round Rock, TX 78681  
TBPELS Firm No. 10059100



S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 17-PETERSON\PARCEL 17-PETERSON-REV.doc

# PLAT TO ACCOMPANY PARCEL DESCRIPTION WOODHOLLOW TRAIL

NO.	DIRECTION	DISTANCE
L1	N42°31'29"E	5.66'
L2	N02°28'31"W	14.00'
L3	N47°28'31"W	5.66'
L4	N87°39'08"E	7.95'
L5	S82°33'03"W	8.04'

JOSEPH MARSHALL SURVEY  
ABSTRACT NO. 409

ESTATE OF L.A.  
GRIMES, JR. DECEASED  
1.00 AC.  
DOC. 2011031807  
O.P.R.W.C.T.  
SEE VOL. 879, PG. 348  
D.R.W.C.T.

RONALD R. WOYTEK &  
SUSAN L. WOYTEK  
1.014 ACRES  
VOL. 735, PG. 466  
D.R.W.C.T.

P.O.B.  
STA. 93+45.55  
49.50' LT  
GRID COORDINATES:  
N=10,162,910.38  
E=3,152,785.09

LUETTA C. PETERSON-BRIGHT,  
TRUSTEE OF  
LUETTA C. PETERSON-BRIGHT  
AND FRANK H. BRIGHT  
JOINT LIVING TRUST DTD  
DOC. NO. 2018112162  
O.P.R.W.C.T.

LOT 2

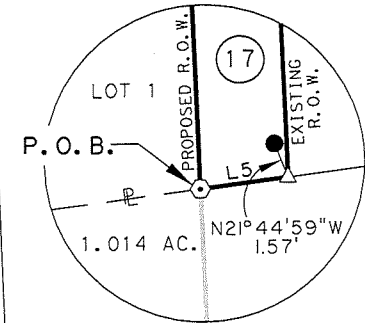
LOT 1  
1.00 ACRE

1 STORY STONE  
& FRAME  
RESIDENCE  
0.048 AC.  
2,074 SQ. FT.

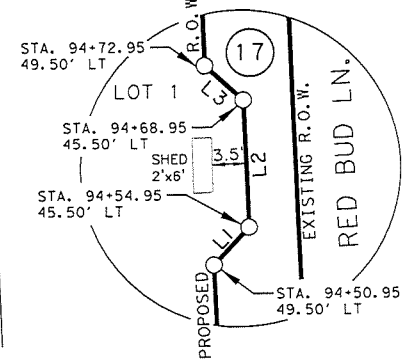
SEE DETAIL "B"

SEE DETAIL "A"

DETAIL "A"  
N.T.S.

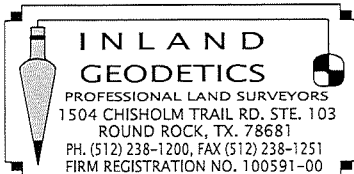


DETAIL "B"  
N.T.S.



LJA-001

2023/12/08



SCALE  
1" = 60'

PROJECT  
RED BUD LANE

COUNTY  
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF  
LUETTA C. PETERSON-BRIGHT,  
TRUSTEE OF LUETTA C. PETERSON-BRIGHT  
AND FRANK H. BRIGHT JOINT LIVING TRUST DTD



PARCEL 17  
0.048 AC.  
2,074 SQ. FT.

PAGE 3 OF 4



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

⊙	1/2" IRON PIPE FOUND UNLESS NOTED		DENOTES COMMON OWNERSHIP
▲	80D NAIL FOUND		LINE BREAK
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 5630" SET	P.O.B.	POINT OF BEGINNING
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP STAMPED "CORR ROW 4933" FOUND	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
⊗	COTTON GIN SPINDLE FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 22080032RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER, 02, 2022, ISSUE DATE OCTOBER 06, 2022.

1. RESTRICTIVE COVENANTS: CABINET D, SLIDE 328, PLAT RECORDS; ALSO RECORDED IN VOLUME 817, PAGE 600, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.  
10(F).THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET D, SLIDE 328, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:

25' BUILDING LINE ALONG THE NORTHERLY PROPERTY LINE(S), SUBJECT TO.

20' BUILDING LINE ALONG THE EASTERLY PROPERTY LINE(S), SUBJECT TO.

10' PUBLIC UTILITY EASEMENT ALONG THE EASTERLY AND SOUTHERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

7.5' PUBLIC UTILITY EASEMENT ALONG THE WESTERLY PROPERTY LINE(S), DOES NOT AFFECT AS SHOWN.

G. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 585, PAGE 229, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 640, PAGE 79, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM FEBRUARY TO AUGUST 2022 AND DECEMBER, 2023 UNDER MY DIRECT SUPERVISION.

I. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 705, PAGE 852, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT AND RIGHT OF WAY AS SHOWN IN INSTRUMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, AND FILED IN VOLUME 716, PAGE 105, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

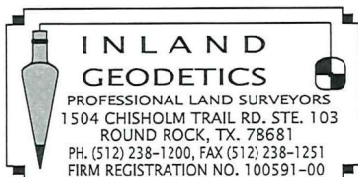


12/11/2023

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.  
TEXAS REG. NO. 5630  
1504 CHISHOLM TRAIL ROAD, #103  
ROUND ROCK, TEXAS 7868  
TBPELS FIRM NO. 10059100

LJA-001

2023/12/08



PARCEL PLAT SHOWING PROPERTY OF  
**LUETTA C. PETERSON-BRIGHT,**  
**TRUSTEE OF LUETTA C. PETERSON-BRIGHT**  
**AND FRANK H. BRIGHT JOINT LIVING TRUST DTD**

SCALE  
1" = 60'

PROJECT  
RED BUD LANE

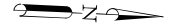
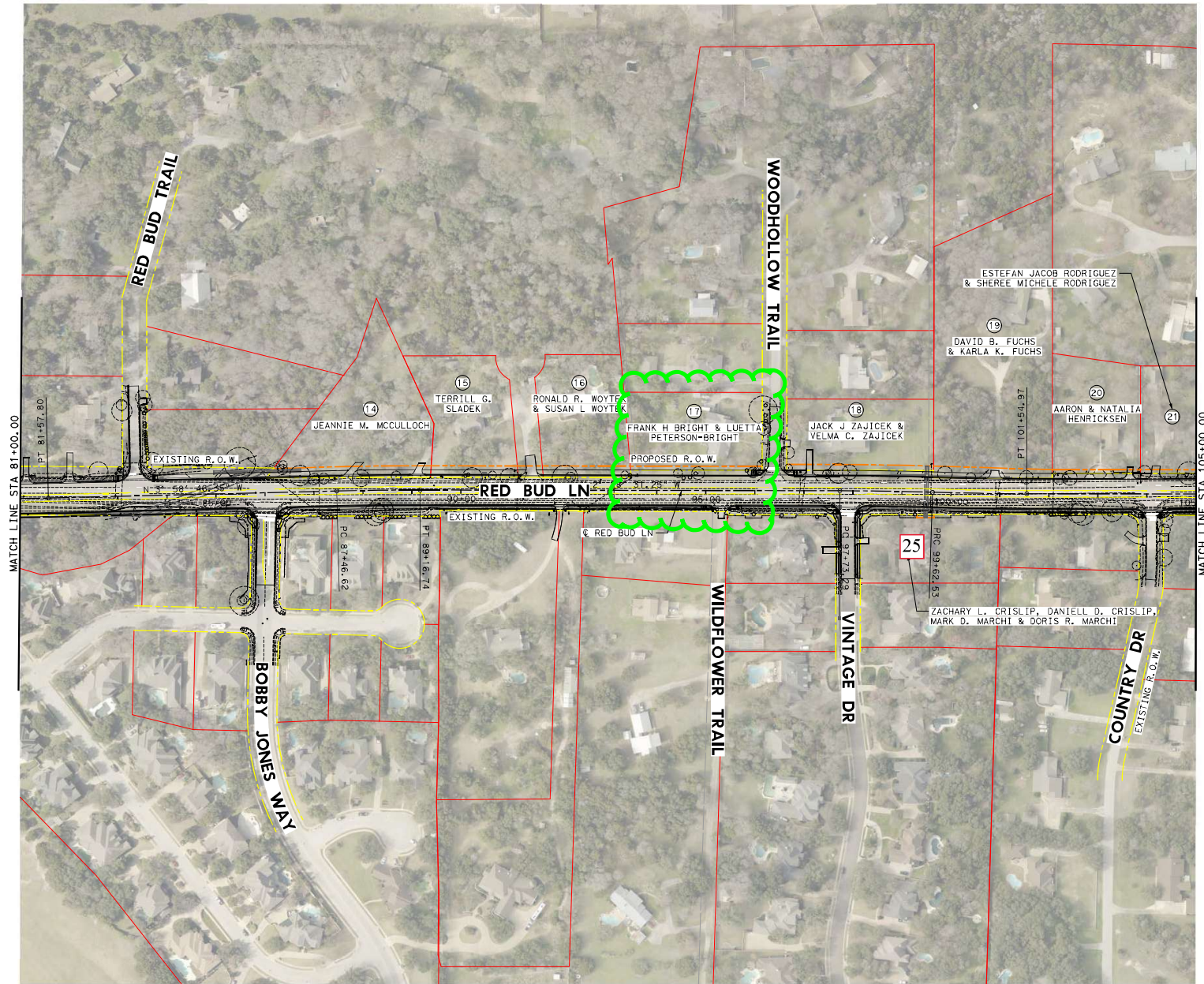
COUNTY  
WILLIAMSON

PARCEL 17  
0.048 AC.  
2,074 SQ. FT.

PAGE 4 OF 4



1/13/2022  
5:30:11 PM  
T:\2601\2101\CAADD\SHEETS\00-Schematic - Exhibits\RB\*Parcel Maps\04.dgn



0' 100' 200'  
SCALE IN FEET

#### LEGEND

- EXISTING R.O.W.
- PROPOSED R.O.W.
- PARCEL BOUNDARY

#### PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE 1/13/2022

NOT FOR CONSTRUCTION, BIDDING  
OR PERMITTING



**LJA Engineering, Inc.**   
FRN-1-1386

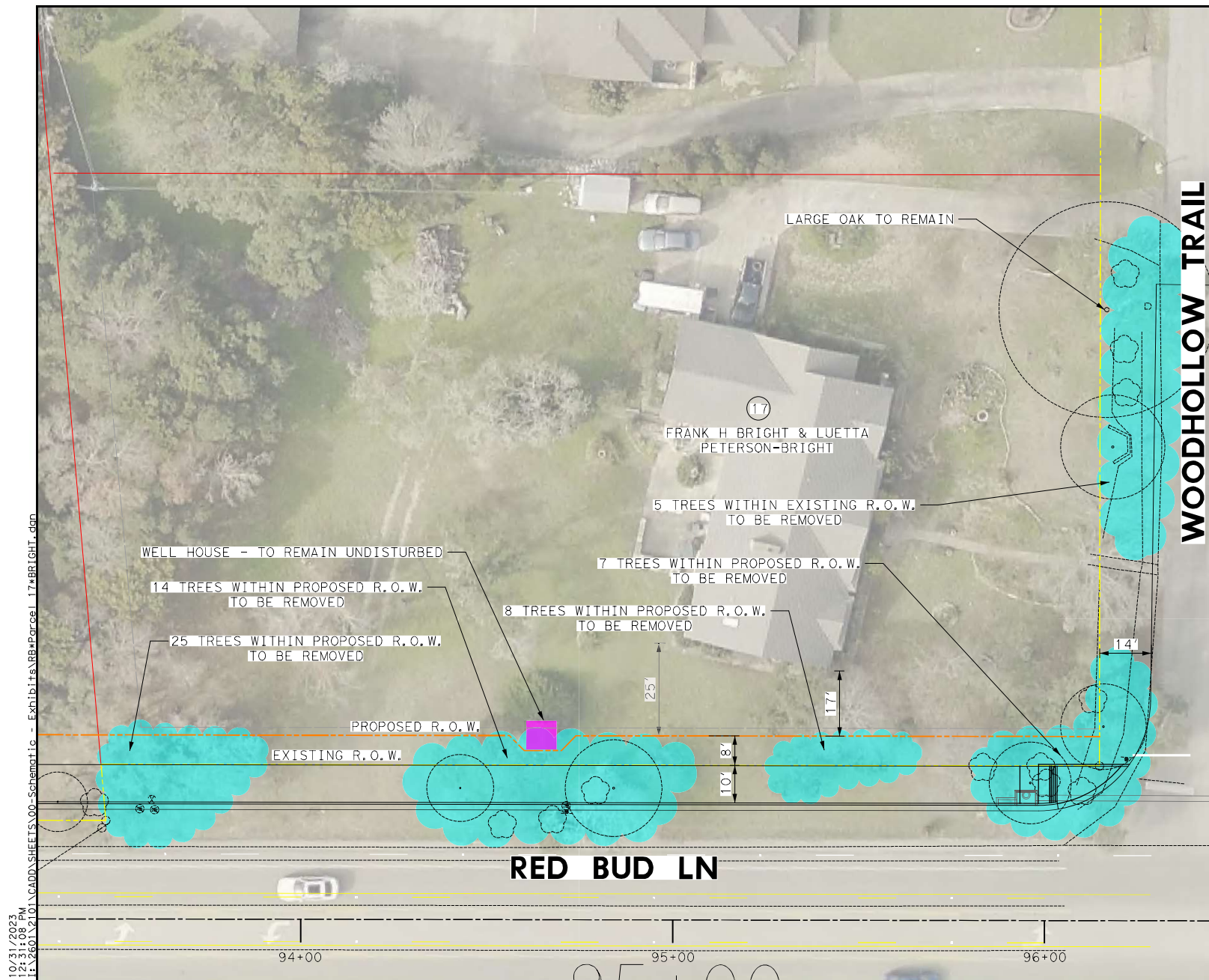
RED BUD LANE  
PARCEL MAPS

STA 81+00 TO STA 105+00

SCALE: 1"=200'

SHEET 4 OF 5





LEGEND

- - - - - EXISTING R.O.W.  
 - - - - - PROPOSED R.O.W.  
 \_\_\_\_\_ PARCEL BOUNDARY

SCALE: 1" = 25'



PRELIMINARY

SUBMITTED FOR REVIEW

BY DEREK T. BOHLS P.E. # 103424

DATE	10/31/2023
------	------------

NOT FOR CONSTRUCTION, BIDDING  
OR PERMITTING



**LJA Engineering, Inc.**   
FRN - F-1396

RED BUD LANE  
PARCEL MAP - 17  
BRIGHT PROPERTY  
REMOVAL WITHIN R.O.W.

SCALE: 1" = 25'

SHEET 1 OF 1



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.5**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract with Bennett Paving, Inc. for the 2023 Residential Street Maintenance Program (SMP) Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

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

**Cost:** \$8,995,373.00

**Indexes:** General Self-Financed Construction

**Attachments:** Resolution, Award Letter, Bid Tab, Map, Form 1295

**Department:** Transportation

---

### **Text of Legislative File 2024-077**

A total of 5 sealed bids were received and opened on March 5, 2024 for the above referenced project. The bids ranged from \$8,995,373 to \$11,705,138. Bennett Paving from Leander, Texas, submitted the lowest bid in the amount of \$8,995,373.

After reviewing the contractor's experience and bid price, I recommend award of this project to Bennett Paving in the amount of \$8,995,373.

### **Total Bids Received:**

Bennett Paving: \$8,995,373.00

Alpha Paving: \$9,742,898.00

Cutler Repaving: \$10,675,961.64

Texas Materials: \$11,586,539.05

Lone Star Paving: \$11,705,138.00

**Cost: \$8,995,373.00**

**Source of Funds: General Self-Financed Construction**



# City of Round Rock

## Agenda Item Summary

Agenda Number: G.5

---

**RESOLUTION NO. R-2024-077**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the 2023 Residential Street Maintenance Program (SMP) Project; and

**WHEREAS**, Bennett Paving, Inc. has submitted the lowest responsible bid; and

**WHEREAS**, the City Council wishes to accept the bid of Bennett Paving, 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 Bennett Paving, Inc. for the 2023 Residential Street Maintenance Program (SMP) 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 11th day of April, 2024.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

MEAGAN SPINKS, City Clerk



**Mayor**  
Craig Morgan

**Mayor Pro-Tem**  
Matthew Baker

**Councilmembers**  
Michelle Ly  
Rene Flores  
Frank Ortega  
Kristin Stevens  
Hilda Montgomery

**City Manager**  
Laurie Hadley

**City Attorney**  
Stephanie L. Sandre

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

## BID TABULATION

**THE CITY OF ROUND ROCK**  
**Transportation Department**  
**3400 Sunrise Rd.**  
**Round Rock, Texas. 78665**

Bid Extended By:

Print Name Initials

Bid Opening Date: 3/5/2024

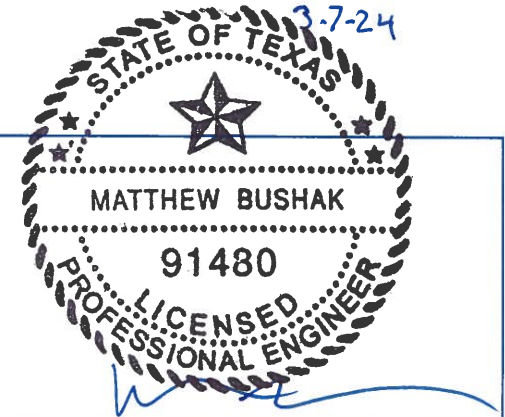
Bid Opening Location: 3400 Sunrise Rd Round Rock TX 78665

Liquidated Damages:

No. of Responses: 5

Project Manager: Reuben Ramirez

Project Consultant:



Project Name: 2023 Residential SMP

Project ID:

Project Duration:

Bidders Name				Cutler Repaving, Inc		Bennett Paving, Inc		Lone Star Paving		Texas Materials Group		Alpha Paving Industries	
Contractors Business Location				Lawrence, KS		Leander, TX		Austin, TX		Cedar Park, TX		Round Rock, TX	
Guarantee: Bid Bond, Cashier Check or Certified Check				Yes		Yes		Yes		Yes		Yes	
Statement of Safety Experience, Yes or No				Yes		Yes		Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A				Yes		Yes		Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Pavement Repair, 12" Depth	12870	TON	\$170.95	\$2,200,126.50	\$140.00	\$1,801,800.00	\$200.00	\$2,574,000.00	\$218.30	\$2,809,521.00	\$161.00	\$2,072,070.00
2	Remove & Replace Sidewalk	19890	SF	\$20.60	\$409,734.00	\$18.50	\$367,965.00	\$22.00	\$437,580.00	\$13.20	\$262,548.00	\$13.50	\$268,515.00
3	Remove & Replace Curb & Gutter	14775	LF	\$86.65	\$1,280,253.75	\$38.00	\$561,450.00	\$83.00	\$1,226,325.00	\$60.50	\$893,887.50	\$65.00	\$960,375.00
4	Remove and Replace Driveway	69800	SF	\$19.74	\$1,377,852.00	\$20.75	\$1,448,350.00	\$22.00	\$1,535,600.00	\$16.50	\$1,151,700.00	\$19.00	\$1,326,200.00
5	Remove & Replace Driveway, Exposed Aggregate	400	SF	\$21.69	\$8,676.00	\$22.00	\$8,800.00	\$34.00	\$13,600.00	\$28.00	\$11,200.00	\$35.00	\$14,000.00
6	Remove & Replace Ramps	38	EA	\$3,253.92	\$123,648.96	\$1,650.00	\$62,700.00	\$2,350.00	\$89,300.00	\$1,925.00	\$73,150.00	\$3,500.00	\$133,000.00
7	Remove & Replace Fillets	2910	SF	\$29.30	\$85,263.00	\$21.00	\$61,110.00	\$28.00	\$81,480.00	\$50.60	\$147,246.00	\$35.00	\$101,850.00
8	Surface Mill, 2"	215038	SY	\$3.35	\$720,377.30	\$3.25	\$698,873.50	\$1.75	\$376,316.50	\$3.75	\$806,392.50	\$3.25	\$698,873.50
9	Type D HMAC Surface Course	23654	TON	\$146.94	\$3,475,718.76	\$139.00	\$3,287,906.00	\$170.00	\$4,021,180.00	\$170.70	\$4,037,737.80	\$137.00	\$3,240,598.00
10	Valve Can Adjustment	59	EA	\$100.00	\$5,900.00	\$25.00	\$1,475.00	\$85.00	\$5,015.00	\$210.00	\$12,390.00	\$350.00	\$20,650.00
11	Manhole Adjustment	132	EA	\$150.00	\$19,800.00	\$50.00	\$6,600.00	\$550.00	\$72,600.00	\$400.75	\$52,899.00	\$500.00	\$66,000.00
12	REFL PAV MRK TY I (W)6" (SLD) (100MIL)	110	LF	\$2.28	\$250.80	\$2.10	\$231.00	\$2.75	\$302.50	\$2.25	\$247.50	\$6.00	\$660.00
13	REFL PAV MRK TY I (W)12" (SLD) (100MIL)	1465	LF	\$9.22	\$13,507.30	\$8.50	\$12,452.50	\$11.15	\$16,334.75	\$9.15	\$13,404.75	\$7.00	\$10,255.00
14	REFL PAV MRK TY I (W)24" (SLD) (100MIL)	425	LF	\$18.45	\$7,841.25	\$17.00	\$7,225.00	\$22.00	\$9,350.00	\$18.30	\$7,777.50	\$10.00	\$4,250.00
15	REFL PAV MRK TY I (Y)6" (SLD)(100MIL)	19018	LF	\$0.87	\$16,545.66	\$0.80	\$15,214.40	\$1.00	\$19,018.00	\$0.90	\$17,116.20	\$1.25	\$23,772.50
16	REFL PAV MARK TY I (Y)6" (BRK)(100 MIL)	1890	LF	\$1.41	\$2,664.90	\$1.30	\$2,457.00	\$1.65	\$3,118.50	\$1.50	\$2,835.00	\$2.50	\$4,725.00
17	REFL PAV MRK TY I (W)8" (SLD) (100MIL)	557	LF	\$2.28	\$1,269.96	\$2.10	\$1,169.70	\$2.75	\$1,531.75	\$2.25	\$1,253.25	\$6.00	\$3,342.00



## BID TABULATION

**THE CITY OF ROUND ROCK**  
**Transportation Department**  
**3400 Sunrise Rd.**  
**Round Rock, Texas. 78665**

**Bid Extended By:**

**Print Name** **Initials**

**Bid Opening Date:** 3/5/2024

**Bid Opening Location:** 3400 Sunrise Rd Round Rock TX 78665

**Liquidated Damages:**

**No. of Responses:** 5

**Project Manager:** Reuben Ramirez

**Project Consultant:**

**Project Name: 2023 Residential SMP**

**Project ID:**

**Project Duration:**

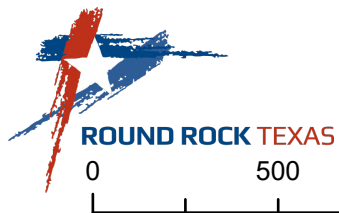
18	REFL PAV MRK TY I (W) (WORD ONLY) (100MIL)	6	EA	\$352.63	\$2,115.78	\$325.00	\$1,950.00	\$425.00	\$2,550.00	\$350.00	\$2,100.00	\$302.00	\$1,812.00
19	REFL PAV MRK TY I (W) (ARROW)(100MIL)	6	EA	\$352.63	\$2,115.78	\$325.00	\$1,950.00	\$425.00	\$2,550.00	\$350.00	\$2,100.00	\$275.00	\$1,650.00
20	REFL PAV MRK TY I (W)(RR)(100MIL)	1	EA	\$905.98	\$905.98	\$835.00	\$835.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$715.00	\$715.00
21	TYPE II-B-B RPM (HYDRANTS)	90	EA	\$11.94	\$1,074.60	\$11.00	\$990.00	\$14.00	\$1,260.00	\$11.75	\$1,057.50	\$11.00	\$990.00
22	TYPE II-A-A RPM	238	EA	\$8.46	\$2,013.48	\$7.80	\$1,856.40	\$10.00	\$2,380.00	\$8.35	\$1,987.30	\$8.00	\$1,904.00
23	TRAFFIC CONTROL	6	MO	\$40,000.00	\$240,000.00	\$15,000.00	\$90,000.00	\$67,600.00	\$405,600.00	\$80,000.00	\$480,000.00	\$30,000.00	\$180,000.00
24	Edge Mill (2")	90	SY	\$3.50	\$315.00	\$3.25	\$292.50	\$25.00	\$2,250.00	\$13.50	\$1,215.00	\$5.00	\$450.00
A-1	Pavement Repair 12" Depth	2592	TON	\$170.95	\$443,102.40	\$140.00	\$362,880.00	\$195.00	\$505,440.00	\$194.10	\$503,107.20	\$161.00	\$417,312.00
A-2	Remove & Replace Sidewalk	100	SF	\$20.60	\$2,060.00	\$18.50	\$1,850.00	\$22.00	\$2,200.00	\$13.20	\$1,320.00	\$25.00	\$2,500.00
A-3	Surface Mill (2" Depth)	5580	SY	\$3.35	\$18,693.00	\$3.25	\$18,135.00	\$1.75	\$9,765.00	\$3.75	\$20,925.00	\$3.00	\$16,740.00
A-4	Edge Mill (0"-2")	570	SY	\$3.50	\$1,995.00	\$3.25	\$1,852.50	\$17.00	\$9,690.00	\$15.45	\$8,806.50	\$5.00	\$2,850.00
A-5	Type D HMAC Surface Course	1155	TON	\$146.94	\$169,715.70	\$139.00	\$160,545.00	\$185.00	\$213,675.00	\$175.00	\$202,125.00	\$138.00	\$159,390.00
A-6	Valve Can Adjustment	5	EA	\$100.00	\$500.00	\$25.00	\$125.00	\$85.00	\$425.00	\$210.00	\$1,050.00	\$350.00	\$1,750.00
A-7	Manhole Adjustment	5	EA	\$150.00	\$750.00	\$50.00	\$250.00	\$550.00	\$2,750.00	\$475.00	\$2,375.00	\$500.00	\$2,500.00
A-8	REFL PAV MRK TY I (W)12" (SLD)(100MIL)	13	LF	\$9.22	\$119.86	\$8.50	\$110.50	\$11.00	\$143.00	\$9.15	\$118.95	\$7.00	\$91.00
A-9	REFL PAV MRK TY I (W)24" (SLD) (100MIL)	52	LF	\$18.45	\$959.40	\$17.00	\$884.00	\$23.00	\$1,196.00	\$18.30	\$951.60	\$10.00	\$520.00
A-10	TYPE II-B-B RPM (HYDRANTS)	8	EA	\$11.94	\$95.52	\$11.00	\$88.00	\$14.00	\$112.00	\$11.75	\$94.00	\$11.00	\$88.00
A-11	TRAFFIC CONTROL	1	MO	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00	\$59,500.00	\$59,500.00	\$55,000.00	\$55,000.00	\$2,500.00	\$2,500.00
<b>TOTAL:</b>					<b>\$10,675,961.64</b>		<b>\$8,995,373.00</b>		<b>\$11,705,138.00</b>		<b>\$11,586,539.05</b>		<b>\$9,742,898.00</b>

**SHEET: 1 of 1**





Esri Community Maps Contributors, Austin Community College, Baylor University, City of Austin, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USGS, USFWS



# 2023 Residential SMP

Round Rock Transportation Department

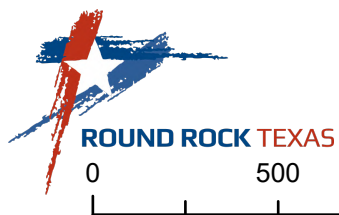
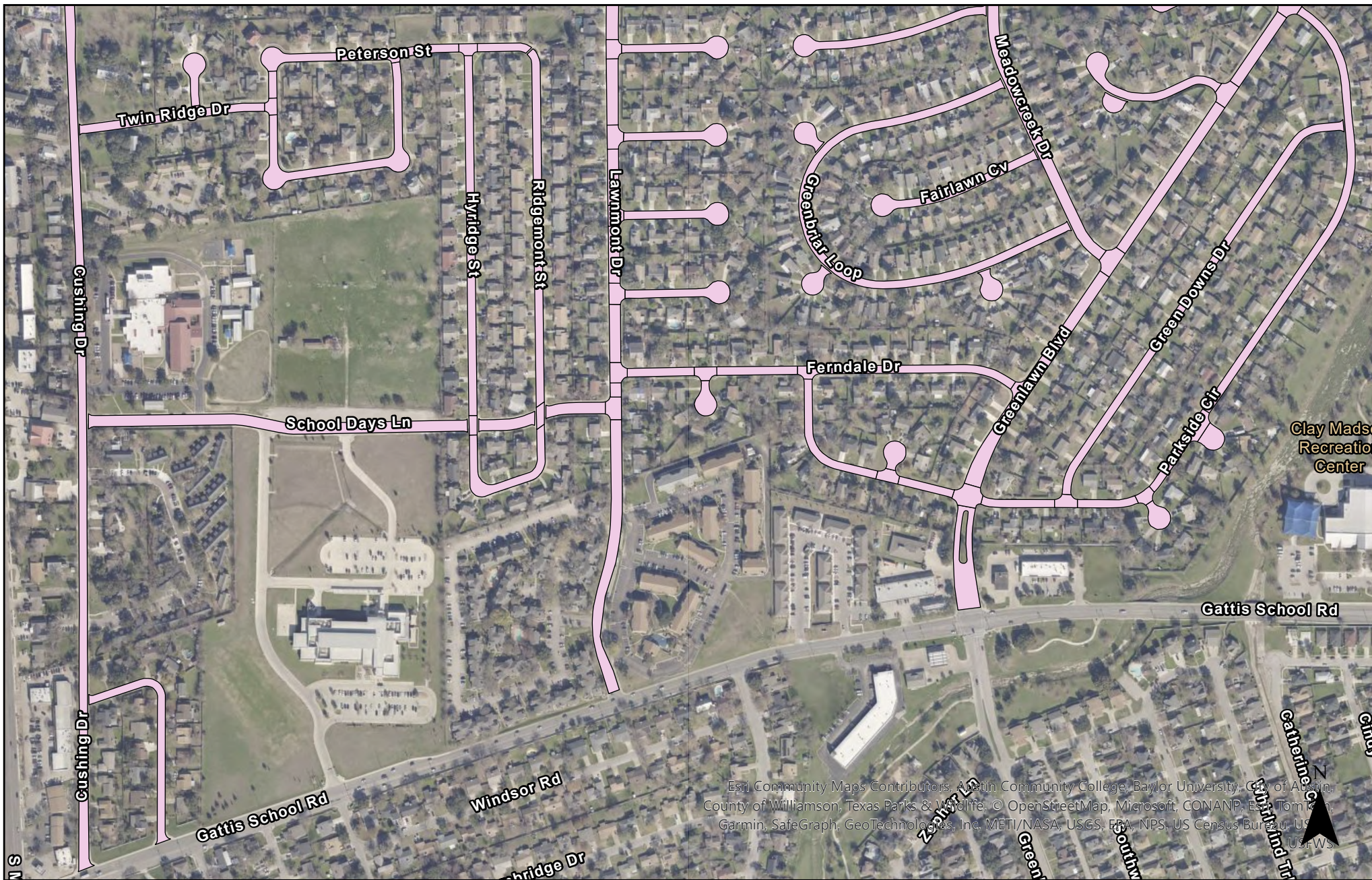
January 2024

**Legend**

2" Overlay

2" Mill and Overlay






## 2023 Residential SMP

Round Rock Transportation Department

January 2024

Legend	
	2" Mill and Overlay



# 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:  
2024-1138260

Date Filed:  
03/25/2024

Date Acknowledged:

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

Bennett Paving, Inc.  
Leander, 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.

2023 Residential SMP  
Asphalt paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bennett Paving, Inc.	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is Bryan Bennett, and my date of birth is [REDACTED].

My address is 23004 Windy Valley Rd., Leander, TX, 78641, 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 25th day of March, 2024.  
(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.**

Bennett Paving, Inc.  
Leander, TX United States

**Certificate Number:**  
2024-1138260

**Date Filed:**  
03/25/2024

**Date Acknowledged:**  
03/25/2024

**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.**

2023 Residential SMP  
Asphalt paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bennett Paving, Inc.	Leander, TX United States	X	

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

☐**6 UNSWORN DECLARATION**

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

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

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

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

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.1**

---

**Title:** Consider an ordinance amending Chapter 14, Article VIII, Section 14-213.2 of the Code of Ordinances (2018 Edition), regarding specific regulations for outdoor music venues zoned Planned Unit Development with an underlying zoning of MU-1. (First Reading) (Requires Two Readings).

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Allen Banks, Police Chief

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Redline Ordinance

**Department:** Police Department

---

**Text of Legislative File 2024-083**

**ORDINANCE NO. O-2024-083**

**AN ORDINANCE AMENDING CHAPTER 14, ARTICLE VIII, SECTION 14-213.2 OF THE CODE OF ORDINANCES (2018 EDITON), CITY OF ROUND ROCK, TEXAS, REGARDING SPECIFIC REGULATIONS FOR OUTDOOR MUSIC VENUES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

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

**I.**

That Chapter 14, Article VIII, Section 14-213.2 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

**Sec. 14-213.2. - Specific regulations for outdoor music venues zoned MU-1 or a PUD with an underlying zoning of MU-L.**

- (a) *Applicability.* This section is applicable to outdoor music venues that are on property zoned MU-1 or a PUD with an underlying zoning of MU-L. All terms and conditions of a PUD development agreement shall remain effective, and in the event of a conflict between this section and the development agreement, the most stringent and restrictive provisions shall apply.
- (b) *Restrictions on time and decibel levels.*
  - (1) "Permitted hours" shall mean the times set forth below:
    - a. From 10:00 a.m. to 10:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday;
    - b. From 10:00 a.m. to midnight on Friday and Saturday.
  - (2) During permitted hours, permit holders shall not operate sound equipment in excess of 80 decibels as measured at the property line of the business.
  - (3) During non-permitted hours, permit holders shall not operate sound equipment in excess of 60 decibels as measured at the property line of the business.
  - (4) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment in excess of the decibel limits set out in this section.
- (c) *Permit and decibel meter required.*
  - (1) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment without possessing an amplified sound permit and a decibel meter located on-site which has been approved by the chief of police (or his/her designee).
  - (2) The chief of police (or his/her designee) shall be responsible for the review of applications and the issuance of amplified sound permits, subject to the requirements of this section.

- (3) The chief of police (or his/her designee) may inspect an outdoor music venue prior to issuing a permit under this section to verify whether an approved decibel meter is located on-site.
  - (4) The amplified sound permit shall expire one year from the date of issuance.
  - (5) A decision by the chief of police to approve or deny a permit under this section may be appealed to the city manager, whose decision shall be final.
  - (6) The outdoor music venue shall post the amplified sound permit inside the business so that it is visible to the general public.
- (d) *Permit application requirements.*
- (1) An application for a permit required by this section must include:
    - a. The name, address, telephone number, and title of the individual filing an application on behalf of an outdoor music venue;
    - b. The business name, address, and telephone number of the outdoor music venue;
    - c. The name, address, and telephone number of the business's registered agent on file with the Texas Secretary of State;
    - d. An application fee of \$50.00;
    - e. A statement that the outdoor music venue has an approved decibel meter on-site; and
    - f. A statement that the applicant has obtained a copy of this chapter and section and agrees to comply with all applicable requirements.
- (e) *Permit issuance.* The amplified sound permit shall be issued to the business which submits an application that meets the requirements of this section and pays the applicable fee.
- (f) *Revocation of a permit.*
- (1) The chief of police shall revoke a permit issued under this section if the permit holder has been found guilty of violating any provisions of this section three times in a 12-month period.
  - (2) The period of revocation shall be one year from the date of revocation.
  - (3) A permit holder may appeal to the city council a revocation not later than ten calendar days after the date of the revocation.
  - (4) The notice of appeal shall be filed with the city clerk and must include:
    - a. The name, address and telephone number of the appellant;
    - b. The name, address and telephone number of the outdoor music venue;
    - c. The reasons the appellant believes that the decision does not comply with the requirements of this chapter.
  - (5) The city council shall hear the appeal at the next available regularly scheduled meeting following ten days after receipt of the appeal.
  - (6) A revocation order remains in effect during the pendency of an appeal under this section.

## II.

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

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

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

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
MEAGAN SPINKS, City Clerk

## ORDINANCE NO. O-2024-083

**AN ORDINANCE AMENDING CHAPTER 14, ARTICLE VIII, SECTION 14-213.2 OF THE CODE OF ORDINANCES (2018 EDITON), CITY OF ROUND ROCK, TEXAS, REGARDING SPECIFIC REGULATIONS FOR OUTDOOR MUSIC VENUES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

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

### **I.**

That Chapter 14, Article VIII, Section 14-213.2 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

**Sec. 14-213.2. - Specific regulations for outdoor music venues zoned MU-1 or a PUD with an underlying zoning of MU-L.**

- (a) *Applicability.* This section is applicable to outdoor music venues that are on property zoned MU-1 or a PUD with an underlying zoning of MU-L. All terms and conditions of a PUD development agreement shall remain effective, and in the event of a conflict between this section and the development agreement, the most stringent and restrictive provisions shall apply.
- (b) *Restrictions on time and decibel levels.*
  - (1) "Permitted hours" shall mean the times set forth below:
    - a. From 10:00 a.m. to 10:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday;
    - b. From 10:00 a.m. to midnight on Friday and Saturday.
  - (2) During permitted hours, permit holders shall not operate sound equipment in excess of 80 decibels as measured at the property line of the business.
  - (3) During non-permitted hours, permit holders shall not operate sound equipment in excess of 60 decibels as measured at the property line of the business.
  - (4) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment in excess of the decibel limits set out in this section.
- (c) *Permit and decibel meter required.*
  - (1) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment without possessing an amplified sound permit and a decibel meter located on-site which has been approved by the chief of police (or his/her designee).
  - (2) The chief of police (or his/her designee) shall be responsible for the review of applications and the issuance of amplified sound permits, subject to the requirements of this section.



- (3) The chief of police (or his/her designee) may inspect an outdoor music venue prior to issuing a permit under this section to verify whether an approved decibel meter is located on-site.
  - (4) The amplified sound permit shall expire one year from the date of issuance.
  - (5) A decision by the chief of police to approve or deny a permit under this section may be appealed to the city manager, whose decision shall be final.
  - (6) The outdoor music venue shall post the amplified sound permit inside the business so that it is visible to the general public.
- (d) *Permit application requirements.*
- (1) An application for a permit required by this section must include:
    - a. The name, address, telephone number, and title of the individual filing an application on behalf of an outdoor music venue;
    - b. The business name, address, and telephone number of the outdoor music venue;
    - c. The name, address, and telephone number of the business's registered agent on file with the Texas Secretary of State;
    - d. An application fee of \$50.00;
    - e. A statement that the outdoor music venue has an approved decibel meter on-site; and
    - f. A statement that the applicant has obtained a copy of this chapter and section and agrees to comply with all applicable requirements.
- (e) *Permit issuance.* The amplified sound permit shall be issued to the business which submits an application that meets the requirements of this section and pays the applicable fee.
- (f) *Revocation of a permit.*
- (1) The chief of police shall revoke a permit issued under this section if the permit holder has been found guilty of violating any provisions of this section three times in a 12-month period.
  - (2) The period of revocation shall be one year from the date of revocation.
  - (3) A permit holder may appeal to the city council a revocation not later than ten calendar days after the date of the revocation.
  - (4) The notice of appeal shall be filed with the city clerk and must include:
    - a. The name, address and telephone number of the appellant;
    - b. The name, address and telephone number of the outdoor music venue;
    - c. The reasons the appellant believes that the decision does not comply with the requirements of this chapter.
  - (5) The city council shall hear the appeal at the next available regularly scheduled meeting following ten days after receipt of the appeal.
  - (6) A revocation order remains in effect during the pendency of an appeal under this section.

## II.

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

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

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

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
MEAGAN SPINKS, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** I.1

---

**Title:** Consider confirming the City Manager's appointment of an additional Acting City Manager pursuant to Section 4.01(e) of the Round Rock City Charter.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 4/11/2024

**Dept Director:** Laurie Hadley, City Manager

**Cost:**

**Indexes:**

**Attachments:** Appointment Letter

**Department:** City Manager's Office

---

**Text of Legislative File TMP-24-0280**



**Mayor**  
Craig Morgan

**Mayor Pro-Tem**  
Matthew Baker

**Councilmembers**  
Michelle Ly  
Rene Flores  
Frank Ortega  
Kristin Stevens  
Hilda Montgomery

**City Manager**  
Laurie Hadley

**City Attorney**  
Stephanie Sandre

April 11, 2024

Meagan Spinks, TRMC  
City Clerk  
221 E. Main Street  
Round Rock, Texas 78664

Re: Appointment of additional Acting City Manager for the City of Round Rock

Dear Meagan:

Pursuant to §4.01(e) of the Home Rule Charter of the City of Round Rock, Texas, I hereby appoint Brad Wiseman to be an Acting City Manager of the City in my absence.

Sincerely,

Laurie Hadley  
City Manager

cc: Mayor and Council Members  
Brooks Bennett, Assistant City Manager  
Brad Wiseman, Assistant City Manager  
Stephanie L. Sandre, City Attorney