



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Tammy Young, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, June 8, 2017

7:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 7:00 P.M.

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. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. CONSENT AGENDA:

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

- E.1 [2017-4502](#) [Consider the approval of the minutes for the May 16, 2017 Special Called and May 25, 2017 Special Called and Regular City Council meetings.](#)
- E.2 [2017-4423](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 5-F Mechanical Group, Inc. for the purchase of general building trade services \(HVAC\).](#)
- E.3 [2017-4425](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 5-F Mechanical Group, Inc. for the purchase of general building trade services \(Plumbing\).](#)

- E.4 [2017-4426](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 360 Roofing, LLC for purchase of general building trade services \(roofing\).](#)
- E.5 [2017-4427](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with TDIndustries, Inc. for purchase of general building trade services \(HVAC\).](#)
- E.6 [2017-4428](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with TDIndustries Inc. for purchase of general building trade services \(plumbing\).](#)
- E.7 [2017-4429](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with ACM Services, LLC for the purchase of electrical trade services.](#)
- E.8 [2017-4430](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Texas Roofing Co., LP for purchase of general building trade services \(Roofing\).](#)
- E.9 [2017-4431](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with M&C Electric, Inc. for the purchase of general building trade services \(Electric\).](#)
- E.10 [2017-4432](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services \(Painting\).](#)
- E.11 [2017-4434](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services \(Drywall\).](#)
- E.12 [2017-4435](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services \(Carpentry\).](#)
- E.13 [2017-4436](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Partners Remodeling Restoration & Waterproofing, LLC for purchase of general building trade services \(masonry/concrete finishing\).](#)
- E.14 [2017-4475](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Brenntag Southwest, Inc. for the purchase of swimming pool chemicals.](#)
- F. PUBLIC HEARINGS:**
- F.1 [2017-4489](#) [Consider public testimony regarding the draft CDBG 2017-2018 Annual Action Plan.](#)

G. STAFF PRESENTATIONS:

- G.1 [2017-4503](#) [Consider a presentation regarding the Forest Creek Golf Course executive summary overview and 5-year vision and plan.](#)

H. ORDINANCES:

- H.1 [2017-4490](#) [Consider on ordinance adopting Amendment No. 2 to the FY 2016-2017 Operating Budget. \(First Reading\)\(Requires Two Readings\)](#)

I. RESOLUTIONS:

- I.1 [2017-4504](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with KemperSports, Inc. for design services related to the Forest Creek Golf Course Renovation Project.](#)
- I.2 [2017-4488](#) [Consider a resolution authorizing the Mayor to execute one or more electrical power purchase contracts with a Retail Electric Provider to provide electric power to the City.](#)
- I.3 [2017-4493](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Freese and Nichols, Inc. for the West Wastewater Treatment Plant Force Main Project.](#)
- I.4 [2017-4483](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to The Playwell Group, Inc. for the purchase of playground equipment at Rabb Pavilion.](#)
- I.5 [2017-4484](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to PlayWorks Group, Inc. for the installation of playground equipment at Rabb Pavilion.](#)
- I.6 [2017-4491](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in authorizing the issuance of the Corporation's Senior Lien Sales Tax Revenue Refunding Bond, Series 2017; Approving Documents Related to the Sale of the Bond and Other Matters Related Thereto.](#)
- I.7 [2017-4519](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)
- I.8 [2017-4482](#) [Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting Company for the North Mays Right Turn Lane at Meridian School Project.](#)
- I.9 [2017-4492](#) [Consider a resolution authorizing the Mayor to execute a Development Agreement with United Parcel Service regarding the construction of certain roadway and waterline improvements servicing the Roundville Lane Development.](#)

J. APPOINTMENTS:

- J.1 [2017-4494](#) [Consider the appointment of a Mayor Pro-Tem.](#)
- J.2 [2017-4499](#) [Consider one \(1\) appointment of an Associate Municipal Judge to fill an expired term.](#)
- J.3 [2017-4495](#) [Consider four \(4\) appointments to the Planning and Zoning Commission/Capital Improvements Advisory Committee to fill expired terms.](#)
- J.4 [2017-4498](#) [Consider one \(1\) appointment of an Ad-Hoc member to the Capital Improvements Advisory Committee fill an expired term.](#)
- J.5 [2017-4496](#) [Consider three \(3\) appointments to the Historic Preservation Commission to fill expired terms.](#)
- J.6 [2017-4497](#) [Consider two \(2\) regular member appointments and two \(2\) alternate member appointments to the Zoning Board of Adjustment to fill expired terms.](#)
- J.7 [2017-4500](#) [Consider the confirmation of the City Manager's appointment to the Civil Service Commission to fill an expired term.](#)
- J.8 [2017-4501](#) [Consider the appointment of a Council Director and Citizen Director to the Brushy Creek Regional Utility Authority \(BCRUA\).](#)

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

- L.1 [2017-4521](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the value and possible sale of real property, to wit: 15.05 acres of land adjacent to Chisholm Trail Road.](#)
- L.2 [2017-4522](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Streets, Round Rock, Texas.](#)
- L.3 [2017-4523](#) [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.](#)

M. 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 above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 2nd day of June 2017 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider the approval of the minutes for the May 16, 2017 Special Called and May 25, 2017 Special Called and Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 051617 Draft Special Called Minutes, 052517 Draft Special Called Minutes, 020917 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2017-4502



City of Round Rock

Meeting Minutes - Draft

City Council

Special Called Meeting

Tuesday, May 16, 2017

CALL SESSION TO ORDER

The Round Rock City Council met in special session on May 16, 2017 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 9:01 am.

ROLL CALL

Present: 5 - Mayor Alan McGraw
Mayor Pro-Tem Craig Morgan
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese

Absent: 2 - Councilmember Flores
Councilmember Whitfield

SPECIAL PRESENTATIONS:

C.1 2017-4467 Consider the canvass of the May 6, 2017 General and Special Elections.

Sara white, City Clerk presented the City Council with the canvass summary as well as precinct by precinct return results. There being no questions, Mayor McGraw signed the canvass order declaring the results official.

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 9:05 am.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft

City Council

Special Called Meeting

Thursday, May 25, 2017

CALL SESSION TO ORDER

The Round Rock City Council met in special session on May 25, 2017 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 6:00 pm.

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem Craig Morgan
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Absent: 0

SPECIAL PRESENTATIONS:

C.1 2017-4467 Consider an expression of appreciation for Mayor McGraw's service to the City of Round Rock.

The following citizens and staff made farewell remarks to Mayor McGraw:
Corry Schiermeyer with Congressman Carter's office
George White on behalf of Representative Gonzales' office
Will Williams on behalf of Share the Will and Hero's Night Out
Will Hampton, Communications and Marketing Director
Michelle Cervantes, Library Director
Rick Atkins, Parks and Recreation Director
Chad McKenzie, Sports Management and Tourism Director
Susan Morgan, Chief Financial Officer
Chief Robert Isbell, Fire Department
Chief Allen Banks, Police Department
Gary Hudder, Transportation
Will Hampton on behalf of the Administration Department, all directors, and the Council

ADJOURNMENT

There being no further business, Mayor Pro-Tem Morgan adjourned the meeting at 6:41 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 25, 2017

CALL REGULAR SESSION TO ORDER – 7:00 P.M.

The Round Rock City Council met in regular session on Thursday, May 25, 2017 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:07 pm.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield
Councilmember Tammy Young

Absent: 0

PLEDGES OF ALLEGIANCE

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

OATH OF OFFICE:

- E.1** [2017-4464](#) Administration of the oath of office to the newly elected Councilmember for Place 1.
- E.2** [2017-4465](#) Administration of the oath of office to the newly elected Councilmember for Place 4.
- E.3** [2017-4463](#) Administration of the oath of office to the newly elected Mayor.

The City Council took a short recess for pictures and changing of seats. Mayor Morgan presided over the meeting upon reconvening.

CITIZEN COMMUNICATION

Jackie Ayala and local Girl Scouts from troops 6, 1299, and 2298 thanked the Council for their commitment.
Ken Wood, 2610 Pearson Way, spoke to the City Council and welcomed and congratulated the newly elected Mayor and Councilmembers.
George White, spoke to the City Council and welcomed and congratulated the newly elected Mayor and Councilmembers.

CONSENT AGENDA:

A motion was made by Councilmember Writ Baese, seconded by Councilmember Kris Whitfield to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

- F.1** [2017-4466](#) Consider approval of the minutes for the May 11, 2017 City Council meeting.
The minutes were approved under the Consent Agenda.
- F.2** [2017-4348](#) Consider an ordinance closing the public hearing and levying assessments for improvements to be provided in the La Frontera Redevelopment Public Improvement District (PID). (Second Reading)
This ordinance was approved under the Consent Agenda.
- F.3** [2017-4387](#) Consider an ordinance adopting Amendment No. 1 to the FY 2016-2017 Operating Budget. (Second Reading)
This ordinance was approved under the Consent Agenda.

RESOLUTIONS:

- G.1** [2017-4424](#) Consider a resolution authorizing the Mayor to execute Amendment Two to Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) and Amendment Two to Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) to add additional Partner Agencies to the Agreements.

Chief Allen Banks made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.2 [2017-4440](#)

Consider a resolution approving a change in the rate of Atmos Energy Corporation, Mid-Tex Division, as a result of a settlement between Atmos Energy and the Atmos Texas Municipalities (ATM) under the rate review mechanism (RRM).

Susan Morgan, CFO introduced Kevin Klosterboer, Budget Manager, who made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Whitfield, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.3 [2017-4452](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to BSN Sports for the purchase of soccer goals for the Multi-Purpose Complex.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Whitfield, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.4 [2017-4448](#)

Consider a resolution authorizing the Mayor to execute an Agreement with The Play for All Foundation for the Play for All Abilities Park Expansion Project.

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

A motion was made by Councilmember Baese, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 6 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Young

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.5 [2017-4468](#)

Consider a resolution nominating Dell Inc. at its Building 2 of the Round Rock campus as a qualified Enterprise Project to be eligible to participate in the Enterprise Zone Program.

Ben White with the Round Rock Chamber of Commerce made the presentation to the City Council for items G.5 and G.6 together.

A motion was made by Councilmember Whitfield, seconded by Councilmember Peckham, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

G.6 [2017-4469](#)

Consider a resolution nominating Dell Inc. at its Building 3 on the Round Rock campus as a qualified Enterprise Project to be eligible to participate in the Enterprise Zone Program.

A motion was made by Councilmember Baese, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.7 [2017-4420](#)

Consider a resolution authorizing the Mayor to execute a Multiple Use Agreement with the Texas Department of Transportation to permit the construction, maintenance and operation of a public sidewalk on Old Setters Boulevard.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.8 [2017-4442](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Agreement with Star Shuttle for Demand Response Bus Services.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Young, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.9 [2017-4443](#)

Consider a resolution authorizing the Mayor to execute a Contract with Cutler Repaving, Inc. for the 2017 Street Maintenance Program In-Place Pavement Recycling Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Peckham, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Flores
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield
 Councilmember Young

Nay: 0

Absent: 0

G.10 [2017-4453](#)

Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with Stantec Consulting Services, Inc. for engineering and design services related to the Roundville Lane project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Councilmember Flores
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield
 Councilmember Young

Nay: 0

Absent: 0

G.11 [2017-4451](#)

Consider a resolution authorizing the Mayor to execute a Proposal for Appraisal Services with Paul Hornsby & Company in connection with right of way acquisitions for the RM 620 improvement project.

Steve Sheets, City Attorney and Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell, that this resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.12 [2017-4457](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.136 acre, and a public utility easement interest in and across 0.158 acre, from property owned by Seventeen SAC Self-Storage Corporation, a Nevada corporation, for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 2/2PUE).

Steve Sheets, City Attorney and Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Whitfield, that the City of Round Rock authorize the use of the power of eminent domain to acquire road right-of-way and a public utility easement from Seventeen SAC Self-Storage Corporation for the RM 620 expansion and improvement project. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.13 [2017-4458](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.258 acre, and a public utility easement interest in and across 0.067 acre, from property owned by Round Rock 732 Building, LLC, for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 22/22PUE).

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that the City of Round Rock authorize the use of the power of eminent domain to acquire road right-of-way and a public utility easement from Round Rock 732 Building LLC, for the RM 620 expansion and improvement project. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.14 [2017-4459](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.029 acre from property owned by Sovereign Hospitality Group of Round Rock, Inc. for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 24).

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Whitfield, that the City of Round Rock authorize the use of the power of eminent domain to acquire road right-of-way and a public utility easement from Sovereign Hospitality Group for the RM 620 expansion and improvement project. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

G.15 [2017-4460](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.041 acre, and a public utility easement interest in and across 0.048 acre, from property owned by McDonald's Corporation, for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 27/27PUE).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that the City of Round Rock authorize the use of the power of eminent domain to acquire road right-of-way and a public utility easement from McDonalds Corporation for the RM 620 expansion and improvement project. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:38 pm.

Respectfully Submitted,

Sara L. White City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 5-F Mechanical Group, Inc. for the purchase of general building trade services (HVAC).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4423

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4423

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from 5-F Mechanical Group, Inc. (“Agreement”); and

WHEREAS, 5-F Mechanical Group, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with 5-F Mechanical Group, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from 5-F Mechanical Group, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (HVAC TRADE) FROM
5-F MECHANICAL GROUP, INC"**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from 5-F Mechanical Group, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and 5-F Mechanical Group, Inc., hereinafter called "5-F."

WHEREAS, City and 5-F executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (HVAC Trade) from 5-F Mechanical Group, Inc.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E9; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and 5-F executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1498; and

WHEREAS, City and 5-F executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3504; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and 5-F agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

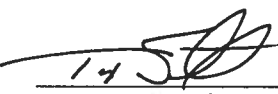
This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and 5-F have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

5-F MECHANICAL GROUP, INC.

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

By:  _____
Printed Name: THOMAS R. SCHNAUZE
Title: PRESIDENT/CEO
Date Signed: 3-28-2017

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, 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.

5-f Mechanical Group Inc.
Austin, TX United States

Certificate Number:
2017-213730

Date Filed:
05/25/2017

Date Acknowledged:

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

City of Round Rock Texas

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

HVAC Services
HVAC Services as needed

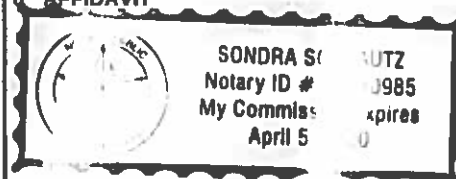
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tommy Schnautz, this the 30th day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Sondra Schnautz
Printed name of officer administering oath

Controller
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 5-F Mechanical Group, Inc. for the purchase of general building trade services (Plumbing).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4425

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4425

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from 5-F Mechanical Group, Inc. (“Agreement”); and

WHEREAS, 5-F Mechanical Group, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with 5-F Mechanical Group, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from 5-F Mechanical Group, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (PLUMBING TRADE) FROM
5-F MECHANICAL GROUP, INC"**

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from 5-F Mechanical Group, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and 5-F Mechanical Group, Inc., hereinafter called "5-F."

WHEREAS, City and 5-F executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Plumbing Trade) from 5-F Mechanical Group, Inc.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E6; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and 5-F executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1495; and

WHEREAS, City and 5-F executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3505; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and 5-F agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

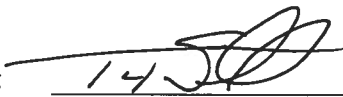
This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and 5-F have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

5-F MECHANICAL GROUP, INC.

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

By:  _____
Printed Name: THOMAS R. SCHNAUTZ
Title: PRESIDENT / CEO
Date Signed: 3-28-2017

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-213725

Date Filed:
05/25/2017

Date Acknowledged:

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

5-f Mechanical Group Inc.
Austin, TX United States

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

City of Round Rock 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.

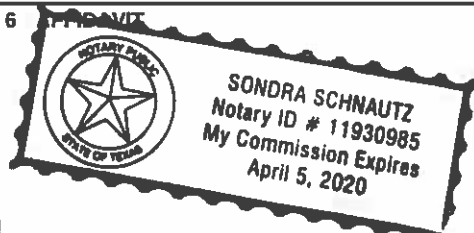
Plumbing Services
Plumbing services as needed

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 I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tommy Schnautz, this the 30th day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Sondra Schnautz

Printed name of officer administering oath

Controller

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with 360 Roofing, LLC for purchase of general building trade services (roofing).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Self-Financed Construction; General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4426

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4426

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from 360 Roofing, LLC (“Agreement”); and

WHEREAS, 360 Roofing, LLC has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with 360 Roofing, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to the Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from 360 Roofing, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ROOFING TRADE) FROM
360 ROOFING, LLC**

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from 360 Roofing, LLC," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and 360 Roofing, LLC, hereinafter called "360 Roofing."

WHEREAS, City and 360 Roofing executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Roofing Trade) from 360 Roofing, LLC," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G8; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and 360 Roofing executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1502; and

WHEREAS, City and 360 Roofing executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3513; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and 360 Roofing agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and 360 Roofing have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

360 ROOFING, LLC

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

By: Bryan Wiest
Printed Name: Bryan Wiest
Title: owner
Date Signed: 4/5/17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, 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.

360 Roofing LLC
Austin, TX United States

Certificate Number:
2017-188793

Date Filed:
04/06/2017

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.

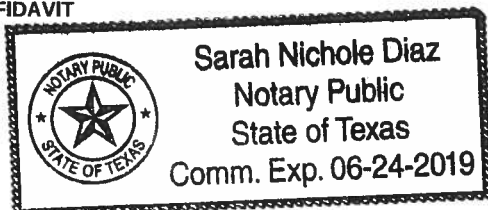
13-05-23-G8
roofing services

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bryan Wiest, this the 16th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature] sarah nichole diaz - notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with TDIndustries, Inc. for purchase of general building trade services (HVAC).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4427

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4427

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from TDIndustries, Inc. (“Agreement”); and

WHEREAS, TDIndustries, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with TDIndustries, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from TDIndustries, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (HVAC) FROM
TDINDUSTRIES, INC"**

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (HVAC Trade) from TDIndustries, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and TDIndustries, Inc., hereinafter called "TDIndustries."

WHEREAS, City and TDIndustries executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (HVAC Trade) from TDIndustries, Inc.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E8; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and TDIndustries, Inc. executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1497; and

WHEREAS, City and TDIndustries executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3511; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and TDIndustries agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and TDIndustries have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

TDINDUSTRIES, INC.

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

By: 
Printed Name: Roger D. Cotton
Title: Vice President
Date Signed: 4/5/17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-187950

Date Filed:
04/05/2017

Date Acknowledged:

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

TDIndustries
Round Rock, 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.

HVAC Trade Services
Provide HVAC services for City of Round Rock

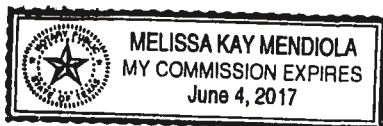
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Roger D. Cotton
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roger D. Cotton, this the 4 day of April, 2017, to certify which, witness my hand and seal of office.

Melissa Kay Mendiola
Signature of officer administering oath

Melissakaymendiola
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.6

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with TDIndustries Inc. for purchase of general building trade services (plumbing).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4428

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4428

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from TDIndustries, Inc. (“Agreement”); and

WHEREAS, TDIndustries, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with TDIndustries, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from TDIndustries, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (PLUMBING) FROM
TDINDUSTRIES, INC"**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Plumbing Trade) from TDIndustries, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and TDIndustries, Inc., hereinafter called "TDIndustries."

WHEREAS, City and TDIndustries executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Plumbing Trade) from TDIndustries, Inc.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E7; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and TDIndustries, Inc. executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1496; and

WHEREAS, City and TDIndustries executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3512; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and TDIndustries agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

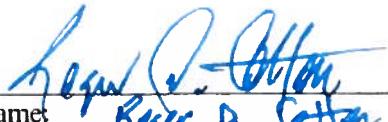
This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and TDIndustries have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

TDINDUSTRIES, INC.

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

By: 
Printed Name: Roger D. Cotton
Title: Vice President
Date Signed: 4/5/17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-187952

Date Filed:
04/05/2017

Date Acknowledged:

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

TDIndustries
Round Rock, 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.

Plumbing Trade Services
Provide plumbing service for City of Round Rock

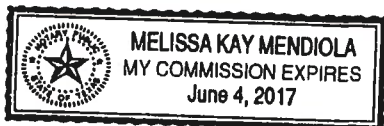
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Roger D. Cotton
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roger D. Cotton, this the 4 day of April, 2017, to certify which, witness my hand and seal of office.

Melissa Kay Mendiola Melissa Kay Mendiola Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.7

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with ACM Services, LLC for the purchase of electrical trade services.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4429

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4429

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from ACM Services, LLC. (“Agreement”); and

WHEREAS, ACM Services, LLC. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with ACM Services, LLC., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to the Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from ACM Services, LLC., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ELECTRICAL TRADE) FROM
ACM SERVICES, LLC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from ACM Services, LLC.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and ACM Services, LLC., hereinafter called "ACM."

WHEREAS, City and ACM executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Electrical Trade) from ACM Services, LLC.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E4; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and ACM executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1490; and

WHEREAS, City and ACM executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3508; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and ACM agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and ACM have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

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

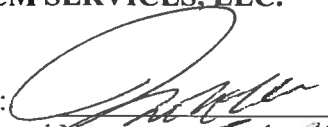
ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

ACM SERVICES, LLC.

By:  _____
Printed Name: James N. Morris
Title: President
Date Signed: 3/29/17

CERTIFICATE OF INTERESTED PARTIES

MAR 31 11:44 9:50

Ch

295

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:
2017-185127

Date Filed:
03/29/2017

Date Acknowledged:

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

acm service llc
taylor, 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.

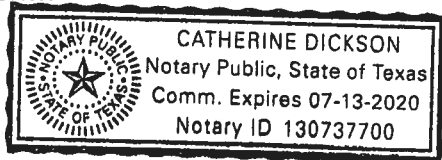
city of round rock
electrical services

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Morris, this the 30th day of March, 20 17, to certify which, witness my hand and seal of office.

Catherine Dickson

Signature of officer administering oath

Catherine Dickson

Printed name of officer administering oath

Notary

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.8

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Texas Roofing Co., LP for purchase of general building trade services (Roofing).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4430

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4430

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from Texas Roofing Co., LP (“Agreement”); and

WHEREAS, Texas Roofing Co., LP has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Texas Roofing Co., LP, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to the Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from Texas Roofing Co., LP, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ROOFING TRADE) FROM
TEXAS ROOFING CO., LP**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Roofing Trade) from Texas Roofing Co, LP," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and Texas Roofing Co., LP, hereinafter called "Texas Roofing."

WHEREAS, City and Texas Roofing executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Roofing Trade) from Texas Roofing Co., LP," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G7; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and Texas Roofing executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1501; and

WHEREAS, City and Texas Roofing executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3513; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and Texas Roofing agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and Texas Roofing have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

TEXAS ROOFING CO., LP

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

By:  _____
Printed Name: DAVID NANCE
Title: VICE-PRESIDENT
Date Signed: 3/23/17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, 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.

Texas Roofing Co., Inc.
Round Rock, TX United States

Certificate Number:
2017-182147

Date Filed:
03/23/2017

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.

City of Round Rock Agreement
Roofing Trade

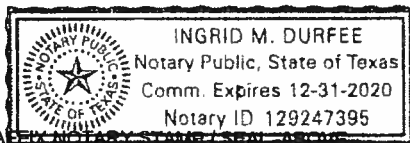
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said DAVIA NANCE, this the 12th day of APRIL, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

INGRID M. DURFEE
Printed name of officer administering oath

ADMINISTRATOR
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.9

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with M&C Electric, Inc. for the purchase of general building trade services (Electric).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4431

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4431

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from M & C Electric, Inc. (“Agreement”); and

WHEREAS, M & C Electric, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with M & C Electric, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from M & C Electric, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.1704; 00379089

EXHIBIT
"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ELECTRICAL TRADE) FROM
M & C ELECTRIC, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Electrical Trade) from M & C Electric, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and M & C Electric, Inc., hereinafter called "M & C."

WHEREAS, City and M & C executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Electrical Trade) from M & C Electric, Inc.," hereinafter called the "Agreement," on June 27, 2013, by Resolution No. R-13-06-27-E5; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and M & C executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1489; and

WHEREAS, City and M & C executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3513; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and M & C agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and M & C have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

M & C ELECTRIC, INC.

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

By: 
Printed Name: Richard D Masters Jr.
Title: Co-Director
Date Signed: 4/5/17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-191650

Date Filed:
04/12/2017

Date Acknowledged:

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

M&C Electric Inc.
Austin, TX United States

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

City of Round Rock

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

Electrical Trades Agreement
Electric Work

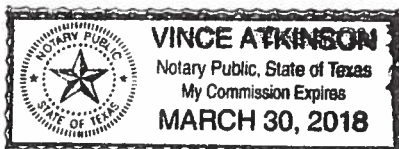
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Masters, this the 12th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Vince Atkinson

Printed name of officer administering oath

Notary Public

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services (Painting).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4432

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4432

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Painting Trade) from Cobos Design & Construction, Inc. (“Agreement”); and

WHEREAS, Cobos Design & Construction, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Cobos Design & Construction, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Painting Trade) from Cobos Design & Construction, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (PAINTING TRADE) FROM
COBOS DESIGN & CONSTRUCTION, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Painting Trade) from Cobos Design & Construction, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and Cobos Design & Construction, Inc., hereinafter called "Cobos."

WHEREAS, City and Cobos executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Painting Trade) from Cobos Design & Construction, Inc.," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G10; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1493; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3501; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and Cobos agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and Cobos have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

COBOS DESIGN & CONSTRUCTION, INC.

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

By: 
Printed Name: Gal Cobos
Title: President
Date Signed: 4-6-17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2017-189625 Date Filed: 04/07/2017 Date Acknowledged:
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Cobos Design & Construction, Inc Austin, TX United States	2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Round Rock, Texas	

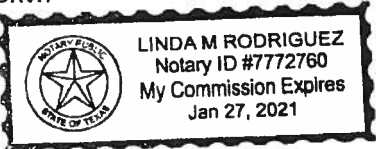
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Painting Trade Services
 Hourly Painting Trade Services

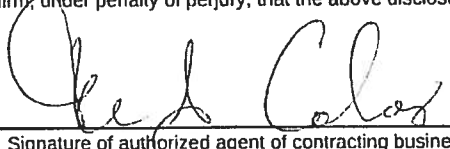
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT




I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BEN S. Colos, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.


 Signature of officer administering oath

LINDA M. RODRIGUEZ
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.11

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services (Drywall).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4434

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4434

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from Cobos Design & Construction, Inc. (“Agreement”); and

WHEREAS, Cobos Design & Construction, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Cobos Design & Construction, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from Cobos Design & Construction, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (DRYWALL TRADE) FROM
COBOS DESIGN & CONSTRUCTION, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Drywall Trade) from Cobos Design & Construction, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and Cobos Design & Construction, Inc., hereinafter called "Cobos."

WHEREAS, City and Cobos executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Drywall Trade) from Cobos Design & Construction, Inc.," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G3; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1492; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3503; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and Cobos agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and Cobos have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

COBOS DESIGN & CONSTRUCTION, INC.

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

By: 
Printed Name: Cal Cobos
Title: President
Date Signed: 4-6-17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-189624

Date Filed:
04/07/2017

Date Acknowledged:

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

Cobos Design & Construction, Inc
Austin, TX United States

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

City of Round Rock, 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.

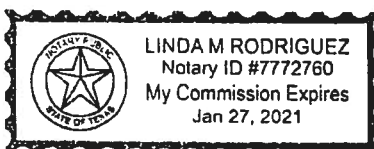
Drywall Trade Services
Hourly Drywall Trade Services

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BEN S. COBOS, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature] LINDA M. RODRIGUEZ Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.12

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Cobos Design & Construction, Inc. for the purchase of general building trade services (Carpentry).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4435

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4435

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Carpentry Trade) from Cobos Design & Construction, Inc. (“Agreement”); and

WHEREAS, Cobos Design & Construction, Inc. has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Cobos Design & Construction, 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. 3 to the Agreement for Purchase of General Building Construction Trades Services (Carpentry Trade) from Cobos Design & Construction, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (CARPENTRY TRADE) FROM
COBOS DESIGN & CONSTRUCTION, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Carpentry Trade) from Cobos Design & Construction, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and Cobos Design & Construction, Inc., hereinafter called "Cobos."

WHEREAS, City and Cobos executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Carpentry Trade) from Cobos Design & Construction, Inc.," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G6; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1486; and

WHEREAS, City and Cobos executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3502; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and Cobos agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.

This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and Cobos have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

**COBOS DESIGN & CONSTRUCTION,
INC.**

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

By: Carl Cobos
Printed Name: Carl Cobos
Title: President
Date Signed: 4-6-17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-189623

Date Filed:
04/07/2017

Date Acknowledged:

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

Cobos Design & Construction, Inc
Austin, TX United States

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

City of Round Rock, 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.

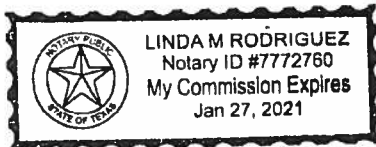
Carpentry Trade Services
Hourly Carpentry Trade Services

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BEN S. Cobos, this the 7th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature] Linda M Rodriguez Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.13

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Partners Remodeling Restoration & Waterproofing, LLC for purchase of general building trade services (masonry/concrete finishing).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund; General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4436

It has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term as to time only with no other change in term or conditions of the original Agreement and Supplemental Agreements.

Cost: *N/A - This is an extension of time only*

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

RESOLUTION NO. R-2017-4436

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of General Building Construction Trades Services (Masonry/Concrete Finishing Trade) from Partners Remodeling Restoration & Waterproofing, LLC (“Agreement”); and

WHEREAS, Partners Remodeling Restoration & Waterproofing, LLC has submitted Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Partners Remodeling Restoration & Waterproofing, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to the Agreement for Purchase of General Building Construction Trades Services (Masonry/Concrete Finishing Trade) from Partners Remodeling Restoration & Waterproofing, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (MASONRY/CONCRETE FINISHING TRADE) FROM
PARTNERS REMODELING RESTORATION & WATERPROOFING, LLC**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Purchase of General Building Construction Trades Services (Masonry/Concrete Finishing Trade) from Partners Remodeling Restoration & Waterproofing, LLC," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called "City" and Partners Remodeling Restoration & Waterproofing, LLC, hereinafter called "Partners."

WHEREAS, City and Partners executed the referenced "City of Round Rock Agreement for Purchase of General Building Construction Trade Services (Masonry/Concrete Finishing Trade) from Partners," hereinafter called the "Agreement," on May 23, 2013, by Resolution No. R-13-05-23-G2; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for three (3) consecutive twelve (12) month periods from the effective date of the Agreement with two (2) allowable consecutive twelve (12) month renewal terms; and

WHEREAS, City and Partners executed Supplemental Agreement No. 1 amending certain material terms of the Agreement on June 12, 2014, by Resolution No. R-2014-1500; and

WHEREAS, City and Partners executed Supplemental Agreement No. 2 renewing the Agreement for the first of two (2) allowable consecutive twelve (12) month renewal terms on June 9, 2016, by Resolution No. R-2016-3510; and

WHEREAS, it has now become necessary to execute Supplemental Agreement No. 3 to amend the original Agreement to extend the term of the Agreement for the second and final twelve (12) month renewal term; and

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, City and Partners agree that said Agreement is amended and supplemented as follows:

I.

Pursuant to Section 2.01 of the Agreement, the term of the Agreement is renewed for the second and final of two (2) allowable twelve (12) month renewal periods. The twelve (12) month renewal term shall commence upon expiration of the first twelve (12) month renewal term.

II.


This Supplemental Agreement No. 3 embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement and Supplemental Agreements.

IN WITNESS WHEREOF, City and Partners Remodeling Restoration & Waterproofing, LLC have executed this Supplemental Agreement No. 3 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

**PARTNERS REMODELING
RESTORATION &
WATERPROOFING, LLC**

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

By:  _____
Printed Name: Daniel Besa
Title: Co-Owner
Date Signed: 4-17-17

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, 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.

Partners Remodeling Restoration and Waterproofing
Austin, TX United States

Certificate Number:
2017-193814

Date Filed:
04/17/2017

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

City of Round Rock

Date Acknowledged:

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

Trade Services Masonry and Con
Masonry and Concrete Services

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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Daniel Besa, this the 18th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Josette Doyle
Printed name of officer administering oath

Notary / PFR
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.14

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

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$46,910.55

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2017-4475

The Round Rock Parks and Recreation Department operates four heavily used aquatic facilities, Rock'n River Water Park, Micki Krebsbach Pool, Lake Creek Pool and CMRC Indoor Pool. Three of these pools are used year-round as well as the City Hall Fountain. This agreement is for the bulk purchase of liquid chlorine and sulfuric acid which would allow us to order chemicals when needed to satisfy operating requirements.

This agreement is for five years and we anticipate spending \$46,910.50 per year on bulk pool chemicals.

Cost: \$46,910.55

Source of Funds: General Fund

RESOLUTION NO. R-2017-4475

WHEREAS, the City of Round Rock has duly advertised for bids for the purchase of bulk swimming pool chemicals, and for related goods and services; and

WHEREAS, Brenntag Southwest, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Brenntag Southwest, Inc., Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Swimming Pool Chemicals from Brenntag Southwest, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein, and

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF SWIMMING POOL CHEMICALS
FROM BRENNTAG SOUTHWEST, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

That this Agreement for purchase of bulk swimming pool chemicals, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the _____ day of the month of _____, 2017, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and BRENNTAG SOUTHWEST, INC., whose offices are located at 1632 Haden Road, Houston, Texas 77015, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase bulk swimming pool chemicals, and to purchase associated goods and services, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by Vendor; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and/or services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 17-006, Class/Item Number 885-40 dated January 2017; (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

G. **Vendor** means Brenntag Southwest, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

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

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods as outlined in IFB 17-006, Class/Item Number 885-40 dated January 2017, and Response to IFB submitted by Vendor, all as specified in Exhibit “A” attached hereto and made a part hereof for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

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

4.01 ITEMS AWARDED

All bid items set forth in “Attachment A: Bid Form” of Exhibit “A” (page 12) are awarded to Vendor.

5.01 COSTS

City agrees to pay Vendor the amounts set forth in “Attachment A: Bid Form” of Exhibit “A” (page 12) for bid items listed in Exhibit “A.”

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock’s bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor’s response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside

agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

9.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid No. 17-006 (including all attachments and exhibits); the bid response; and as set forth at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 CITY'S REPRESENTATIVE

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

Nichole Bohner
Aquatics Manager
Parks and Recreation Department
301 West Bagdad Avenue
Round Rock, Texas 78664
512-341-3171
nbohner@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Vendor:

Brenntag Southwest, Inc.
1632 Haden Road
Houston, TX 77015

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

Brenntag Southwest, Inc.

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

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, 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.

Brenntag Southwest, Inc.
Longview, TX United States

Certificate Number:
2017-175636

Date Filed:
03/07/2017

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.

17-006
Pool Chemicals

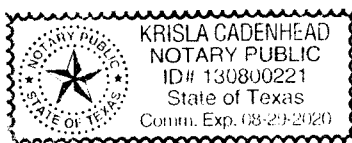
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



W. Thomas Crain Jr.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said W. Thomas Crain Jr., this the 7 day of March, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Krisla Cadenhead
Printed name of officer administering oath

EXEC. ASST. / Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider public testimony regarding the draft CDBG 2017-2018 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: 17-18 Draft Action Plan

Department: Finance Department

Text of Legislative File 2017-4489

In order to receive certain grants from the U. S. Department of Housing and Urban Development (HUD) the City must submit a Consolidated Annual Action Plan to HUD which describes community needs, resources, priorities and proposed activities with regard to housing, community development, economic development and public services. During the development of this plan two public hearings are required. This is the second public hearing. The first public hearing was held before City Council on March 9, 2017. No comments were received. The public had from May 9, 2017 to June 7, 2018 to submit comments on the plan.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Round Rock (the City) is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in order to implement the CDBG program that funds housing, community development and economic development within the community. The City of Round Rock Annual Action Plan covers the period from October 1, 2017 to September 30, 2018. The City of Round Rock anticipates to receive an estimated \$572,999 in CDBG funds for the 2017-2018 program year. Should the actual allocation amount increase or decrease from the anticipated funding level then the City will ensure to adjust funding allocation to fund activities in the 2017-2018 Annual Action Plan. This is the fourth year to implement the high priority needs that are identified in the City of Round Rock Five Year Consolidated Plan (2014-2018). In this fourth year, Community Development Block Grant funds are allocated to Public Services, Public Facilities and Improvements and Program Administration. (see projects in Section AP 35)

During the development of this plan, the City held two public hearings to solicit input from residents and social service providers in Round Rock. Comments regarding the need for mental health counseling were received at the first public hearing.

The City may obligate up to 20% of the current year's allocation (\$114,600 estimated) for eligible and reasonable planning administrative costs. [25 CFR 570.200 (g)]

The City may obligate up to 15% of the current year's allocation (\$85,950 estimated) for public services. [24 CFR 570.201 (e)]

In addition to funding caps, other federal requirements will be considered to determine if a project is eligible for CDBG funding. Any project or activity must meet one of the three (3) National Objectives to be eligible [24 CFR 570.200 (a)]: 1) Benefit low to moderate income persons, or 2) Prevent slum or blight; or 3) Meet an urgent need (per HUD's definition).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Round Rock is using the three (3) main components of the HUD Outcome Performance Measurement System: Objectives, Outcomes and Indicators.

The HUD Outcome Performance Measurement System offers three (3) possible objectives for each activity: Decent housing, a suitable living environment and expanded economic opportunities.

The second component of HUD's Performance Measurement System is closely related to the objectives. The program outcome helps further refine the grantee's objective and is designed to capture the nature of the change or the expected result of the objective that a grantee seeks to achieve. The three outcomes are: Availability, Affordability and Sustainability.

There are some common indicators that will be reported for nearly all program activities. The four common indicators are:

1. Amount of money leveraged from other Federal, State, local, and private sources, per activity.
2. Number of persons, households, businesses, units or beds assisted as appropriate.
3. Income levels of persons or households by 30 percent, 50 percent, 60 percent, or 80 percent of area median income.
4. Race, ethnicity, and disability rate for activities that currently report these data elements.

The City anticipates an estimated award of CDBG funds in the amount of \$572,999 for the 2017-2018 program year. The City has an additional \$150,000 from the general fund to fully fund social services projects that exceed the 15% cap for public services. In accordance with the priorities identified and outlined in the City's Consolidation Plan, two infrastructure projects and four public facility projects were identified for PY17 allocations. The projects will serve low to moderate income areas and households within the City. The Action Plan covers the period of October 1, 2017 through September 30, 2018. The projects meet national goals and supports ongoing efforts in the community to address the growing population.

The City has developed these performance measures in accordance with the Final Rule for 24 CFR Parts 91.220 and 91 as well as utilizing IDIS to track the outputs and outcomes of each project and activity.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Round Rock has a history of successful programs funded through the Community Development Block Grant Program. Of particular importance to the health of the City have been

programs that address the condition of the housing stock. The City has successfully funded CDBG projects which have improved the overall quality of life and the community serving low- and moderate-income persons. The City has successfully funded housing rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The City also funds social service agencies that provide services aimed at helping low to moderate income persons with housing/mortgage assistance and access to a food pantry.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Round Rock's goal for citizen participation is to ensure a broad participation of City residents, housing, economic and service providers in the planning and implementation of community development and housing programs. Citizen Participation takes the form of advertised public hearings.

For the development of the 2017-2018 Annual Action Plan, a public notice was published in the Round Rock Leader on February 22, 2017.

Notice of this "Needs Assessment" public hearing was also posted on the bulletin outside city hall on February 20, 2017 and posted in the "City News" section of the City of Round Rock's website (www.roundrocktexas.gov).

Residents were notified of the draft plan comment period (May 9, 2017 to June 7, 2018) in the Round Rock Leader on May 6, 2017 and notice was posted on the bulletin outside City Hall and on the City website as well.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the Annual Action Plan Needs Assessment public hearing, no comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

See above for details on commentary.

7. Summary

The 2017 Draft Annual Action Plan was placed in the Central Library, the offices of the Housing and Community Development, the Alan R. Baca Senior Center, the Round Rock Housing Authority and online for public review and comment during the period May 9, 2017 to June 7, 2017 at 5pm.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		ROUND ROCK	Office of Community Development/Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Round Rock Office of Community Development is the lead agency for the preparation of the Annual Action Plan and the administration of the CDBG program. Annual funding requests open in February with applications due in March. Funding decisions are approved by City Council in April with the decision-making process beginning in March and continuing through final approval in May.

Consolidated Plan Public Contact Information

Office of Community Development

221 East Main Street

Round Rock, TX 78664

Contact: Raynesha Hudnell, CDBG Coordinator

Telephone: 512-341-3328

Email: rhudnell@roundrocktexas.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Round Rock CDBG Office is the lead agency in implementing the Consolidated Plan and Annual Plan. The CDBG Administrator works closely with local social service agencies and other City agencies and committees to meet the needs of LMI residents. These efforts will continue in the 2017-2018 plan year.

The City works with a wide variety of agencies, organizations and service providers in an effort to identify local housing and service needs. On-going relationships, focused on specific needs designed to bring public input into the Annual Action Plan, are another way the City utilizes outside organizations in the consultation and development process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Round Rock attends the Williamson County Monthly Networking Meetings held the first Tuesday of every month. At these networking meetings, non-profits, social service providers, public housing agencies, and health and human service providers discuss the needs of their clients as well as resources and services that their agency provides for the community. The City also works closely with the Housing Authority of Round Rock who organizes resources from the federal government to address the housing needs of City's lowest income households.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Round Rock Office of Community Development works closely with local homeless providers, including Hope Alliance and the Round Rock Area Serving Center to address the needs of the homeless persons.

In the past, the City of Round Rock has funded the Round Rock Area Serving Center. Funding was used for the purchase of food for the food pantry. The Round Rock Area Serving Center assisted over 950 households with food during program year 2016. In an effort to prevent homelessness, the Round Rock Area Serving Center also provides mortgage assistance to the residents of Round Rock.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Round Rock does not receive ESG funds. The City works closely with the Williamson Burnet Counties Opportunities (WBCO) organization, the recipient of ESG funds for the area that includes the City of Round Rock. The City of Round Rock is also a member of the Texas Homeless Network, the lead agency for Continuum of Care in Williamson County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ROUND ROCK AREA SERVING CENTER
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Round Rock has an on-going relationship with the Round Rock Area Serving Center. During the year, the Office of Community Development often receives calls from residents asking for information on resources for homeless or homeless prevention. The City works throughout the year with the Serving Center to meet the needs of these residents.
2	Agency/Group/Organization	ROUND ROCK HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Services-Education Services-Employment Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Round Rock Housing Authority has three (3) locations in Round Rock that provide housing to 93 families. The Round Rock Housing Authority issues approximately 94 housing vouchers a year. In addition to receiving CDBG funds for their Neighborhood Outreach Center, they also receive a yearly Capital Fund Grant from the U.S. Department of Housing and Urban Development that allows them to maintain and rehab existing units. This funding also allows for the training of staff.

3	Agency/Group/Organization	HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Round Rock works closely with Hope Alliance throughout the year. In addition to awarding CDBG funds for shelter rehabilitation, the City also awards Hope Alliance with social service funds to pay the salary for a counselor.
4	Agency/Group/Organization	BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Transitional Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with providers of different programs at Blue Bonnet Trails Mental Health and Mental Retardation (BBTMHR). CDBG staff anticipates utilizing resources from BBTMHR to collaborate and leverage resources among other CDBG funded subrecipients. The resources from various programs at BBTMHR will directly benefit subrecipient clients as well as build a network of non-profits to share ideas and resources to service those located in the City of Round Rock.
5	Agency/Group/Organization	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Actions to foster/maintain affordable housing

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Round Rock is currently funding Habitat for Humanity for their Affordable Home Repair Program. CDBG staff refers clients needing home repair and housing to Habitat for Humanity.
6	Agency/Group/Organization	ABUSED & NEGLECTED CHILDREN-CASA
	Agency/Group/Organization Type	Services-Children Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff works with CASA during the program year to support the child abuse initiative by providing grant funding that employs a part-time Volunteer Coordinator. Through the Abused and Neglected Children program the CDBG staff anticipates a number of children who are abused to be placed in safe homes or entered into therapy programs which allow for personal expression and release of past abuse. These outcomes will be accomplished through the funded Volunteer Coordinator which advocates on behalf of children in court who are affect by child abuse.
7	Agency/Group/Organization	City of Round Rock
	Agency/Group/Organization Type	Housing Other government - Local Planning organization Grantee Department Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consults during the program year and during the development of the action plan with the City of Round Rock Code Enforcement, Planning, Development Services, Inspection, and Neighborhood Services departments through phone calls, emails, and meetings.
8	Agency/Group/Organization	AUSTIN TENANTS COUNCIL
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consults with the Austin Tenants Council during the program year. Residents needing assistance with tenant/landlord issues or wanting to file a fair housing complaint are referred to the Austin Tenants Council.
9	Agency/Group/Organization	WILLIAMSON COUNTY HEALTH DISTRICT
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with HIV/AIDS Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	health care needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks during the program year with the Williamson County Health District. Coordination, client needs, and resource information is exchanged at the Williamson County monthly networking meeting.

10	Agency/Group/Organization	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff works with Williamson Burnet Counties Opportunities (WBCO) during the program year. The CDBG staff anticipates the outcome will be to provide resources to WBCO which will benefit homeless families in need of available beds and resources to become self-sufficient. The partnership between with WBCO will decrease the number of homeless families and unemployment among the population. The decrease in both homeless families and unemployment among the population will be accomplished through job training readiness classes, computer skills classes and local affordable housing partnerships.
11	Agency/Group/Organization	Williamson County Commissioners Court
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Networking
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks and consulted with the Williamson County CDBG Coordinator during the program year. CDBG staff collaborates with Williams County CDBG Coordinator to provide grant funding to rehab a shelter for abused women (Hope Alliance). The anticipated outcome will be to make the structure compliant with local codes, handicap accessible and a decent and safe living environment.

Identify any Agency Types not consulted and provide rationale for not consulting

A wide array of agencies were invited to consult in the development of the Annual Action Plan. No individual agency was intentionally omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	Coordinating homelessness services with Continuum of Care priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation was obtained through public hearings on March 9, 2017 at City Council meetings and public notices in the local newspaper. The City of Round Rock Citizen Participation Plan details procedures to follow for public hearings, plan amendments, reporting information and public accountability.

The Action Plan will be available on the City website, at the public library, at the Alan R. Baca Senior Center, at City Hall, and the Round Rock Housing Authority, and all public notices listed these places along with the address to each location.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response		N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	
3	Internet Outreach	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	www.roundrocktexas.gov
4	posting of public notice on city bulletin outside City Hall	Persons with disabilities Residents of Public and Assisted Housing Seniors	No response	No comments received	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

It is anticipated that the City of Round Rock will receive an estimated CDBG funds totaling \$572,999 for FY 2017-2018. The Action Plan lists proposed activities in priority order and are activities that will be funded only if sufficient CDBG funding is allocation. In the event the funding increase or decreasing the City will allocated funds appropriately to each activity. The funding amounts are estimated.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	572,999	0	0	572,999	572,999	CDBG funds will be used to address housing and non-housing community development needs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In an effort to leverage funds, the City has combined the CDBG Annual Allocation and General Funds to assist the social service funding process. By combining these two processes, the City assures the funding of social service programs providing high priority needs with General Funds that could not be funded with CDBG funds due to the 15% funding cap. This also eliminates the duplication of services. The process for selecting projects for funding social services is as follows: the scoring team, consisting of Council members, an Assistant City Manager, City Finance staff and CDBG staff, review agency applications using set criteria and performance measurement. Funding recommendations are presented to the City Council through the budget process. Awarded agencies are contracted to deliver the specific services to residents of Round Rock.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Sidewalk improvements in the Chilsom Subdivision will address the need in the community for improved public facilities.

Discussion

The City of Round Rock developed Program Income Policies and Procedures. These policies and procedures are included with every CDBG agreement as an attachment. The policy details the following:

- definition and examples of program income
- disposition of income and reports
- income more than \$25,000 or income less than \$25,000

Should an agency or activity generate program income, the City will use this policy to determine how these funds will be spent.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility and Infrastructure Improvements	2014	2018	Non-Housing Community Development		Non-housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 819 Persons Assisted
2	Public Services: Housing Assistance	2014	2018	Affordable Housing		Affordable Housing		Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
3	Public Services: Food Banks	2014	2018	Public Services		Affordable Housing		Public service activities for Low/Moderate Income Housing Benefit: 850 Households Assisted
4	Public Services: CASA Child Advocacy	2014	2018	Public Services		Non-housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
5	Public Services: After School Tutoring	2014	2018	Public Services		Non-housing Community Development		Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Public Facility and Infrastructure Improvements will be used for sidewalks and park improvements.
2	Goal Name	Public Services: Housing Assistance
	Goal Description	Housing and emergency shelter needs, help the elderly maintain independence, help families avoid eviction and homelessness.
3	Goal Name	Public Services: Food Banks
	Goal Description	Purchase food from the Capital Area Food Bank for \$0.13 a pound to provide food to indigent, low income, homelessness and transient people.
4	Goal Name	Public Services: CASA Child Advocacy
	Goal Description	Court appointed volunteers who advocate for the abused or neglected children in court.
5	Goal Name	Public Services: After School Tutoring
	Goal Description	Personnel and supplies for the Neighborhood Outreach Center

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The City of Round Rock does not receive HOME funds.Â

AP-35 Projects – 91.220(d)

Introduction

The Annual Action Plan reflects the City's funding priorities and identifies the projects that the City proposed to implement with funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The funding is allocated according to the community's highest priority needs.

#	Project Name
1	Public Services
2	Public Facilities and Improvements
3	City of Round Rock Program Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The City identified two low-to-moderate income neighborhoods where pedestrian transportation is minimal. The City has a number of areas of town that are without sidewalks. Unfortunately, the need for infrastructure far exceeds the amount of CDBG funding available. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City. The Social Services fund of 15% is also oversubscribed at far beyond what is available. The City encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	Public Services
	Target Area	
	Goals Supported	Public Services: Housing Assistance Public Services: Food Banks Public Services: After School Tutoring Public Services: CASA Child Advocacy
	Needs Addressed	Non-housing Community Development Affordable Housing
	Funding	CDBG: \$85,949
	Description	Funding will pay for public service activities that were approved in the 2016-2017 Annual Action Plan. Matrix codes: 05N, 05W, 05Q, 05
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of low-income families who will benefit from these services are 1300.
	Location Description	

2	Planned Activities	<p>The proposed planned activities for applicants selected for CDBG funding, when actual funding allocation is released, are as follows:</p> <ul style="list-style-type: none"> • Round Rock Housing Authority - Neighborhood Outreach Center: Funding will provide after school tutoring for the kids at the Round Rock Housing Authority. • Round Rock Area Serving Center - Food Pantry: Funding will assist with feeding residents with food from their food pantry. • Round Rock Area Serving Center - Housing Assistance: Funding will provide rent or mortgage payments for up to \$100 per client. • CASA of Williamson County, Texas - Court Advocacy for Abused or Neglected Children: Funding will pay for the partial salary for the Volunteer Recruiter/Trainer Coordinator position that will recruit and train volunteers that will advocate for abused and neglected children in court.
	Project Name	Public Facilities and Improvements
	Target Area	
	Goals Supported	Public Facility and Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$372,450
	Description	Funds will be used to pay for public facilities and improvements that will be approved in the 2017-2018 Annual Action Plan.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	<p>Planned activities for projects selected for CDBG funding are as follows:</p> <ul style="list-style-type: none"> • Round Rock Transportation Department - The proposed 2017 CDBG Sidewalks Project will primarily consist of constructing approximately 37,680 square feet of 4 foot wide sidewalk along sections of the Chisholm Valley subdivision. The project will provide for a 4 foot sidewalk to be extended throughout the Chisholm Valley Neighborhood; specifically, the north side of Chisholm Valley Drive, the south side of Buffalo Pass and the east side of Wagon Gap Drive. • Parks Department- The proposed 2017 Frontier Park Improvement Project is comprised of both replacing existing amenities and new construction of park elements. Items to be replaced include existing trail, park pavilion, tennis court fencing and lighting system, and concrete sidewalks. Amenities to be constructed include a new walking trail and improvements to both pedestrian bridges. All park benches, picnic tables, drinking fountains, bike racks, and trash receptacles will be replaced or added as needed. •
3	Project Name	City of Round Rock Program Administration
	Target Area	
	Goals Supported	
	Needs Addressed	Non-housing Community Development Affordable Housing
	Funding	CDBG: \$114,600
	Description	Funds will be used for the oversight and administration of the CDBG program for the City of Round Rock.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	Administration and management of the CDBG program

DRAFT

DRAFT

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority CDBG funding areas in the City of Round Rock include those areas where there is a high rate of low to moderate income (LMI) persons.

The following are the LMI block groups within the City of Round Rock:

Census tract:18.51/Block group:3/Persons:1165/50% LMI

Census tract:18.51/Block group:4/Persons:1000/66.45% LMI

Census tract:205.04/Block group:1/Persons:1055/66.14% LMI

Census tract:205.04/Block group:2/Persons:920/49.33% LMI

Census tract:205.04/Block group:4/Persons:1655/75.74% LMI

Census tract:206.02/Block group:2/Persons:265/47.75% LMI

Census tract:207.01/Block group:1/Persons:710/57.96% LMI

Census tract:207.03/Block group:2/Persons:2025/54.22% LMI

Census tract:207.04/Block group:2/Persons:1045/53.18% LMI

Census tract:207.04/Block group:3/Persons:750/70.42% LMI

Census tract:207.07/Block group:2/Persons:1095/71.34% LMI

Census tract:208.03/Block group:1/Persons:1250/53.19% LMI

Census tract:215.02/Block group:1/Persons:2425/62.02% LMI

Census tract:215.02/Block group:2/Persons:850/79.44% LMI

Census tract:215.03/Block group:1/Persons:1205/59.21% LMI

Census tract:215.05/Block group:1/Persons:795/54.27% LMI

Percentage of Funds: 100%

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Round Rock estimates that 100% of the funds will be dedicated to projects in the target areas and that these funds assist a large number of low to moderate income residents.

Target Area: Low to Moderate Income (LMI) Areas

Percentage of Funds: 100%

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Round Rock proposed to support one program in FY 2017 (2017-2018) that supports affordable housing to low-mod clients. The programs will assist with the need of affordable housing within the City of Round Rock. The program that will be supported will ensure that low-mod clients are provided resources that will alleviate cost burdens within their respective households.

Habitat for Humanity of Williamson County will be supported by FY 2013 CDBG funds. This program provides minor home repair of low income residents of Round Rock up to \$10,000 per unit. Funds will be spent on the purchase of materials; volunteers will do the actual home repairs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

The Habitat for Humanity will be funded with prior 2013 funds. They propose to rehab a minimum of 5 existing units.

AP-60 Public Housing – 91.220(h)

Introduction

The Round Rock Housing Authority (RRHA) was established in 1966, with the first development built in 1972. Today, the Housing Authority owns 100 units and administers 209 Section 8 Housing Choice Vouchers. The City of Round Rock (CORR) plans encourage more partnerships with RRHA through public events/activities for low-mod families who are public housing residents. CORR will act as resource for the RRHA to assist the public housing authority with capacity building as well as programming that is associated with CDBG funds.

Actions planned during the next year to address the needs to public housing

The Round Rock Housing Authority receives approximately \$97,040 annually in Capital Fund Grant from HUD to provide for the maintenance and renovation needs of its public housing stock, which it considers to be in good condition. CORR plans to support the RRHA by providing administrative services that will allow for environmental assessments to the RRHA capital improvement projects. The CORR plans to increase their visibility at round tables that discuss public housing issues while offering resources/grant announcements to assist with the need of public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The RRHA is a five member board, including a resident board member, oversees the Round Rock Housing Authority. The board is appointed by the CORR Mayor and City Council. The CORR employ their affordable housing knowledge in selecting new board members when a position becomes available. The CORR is invested in ensuring that selections made are in the best interest of the RRHA. Each board member appointed by CORR Mayor and City Council possess management qualities that will ensure that best business practices are deployed.

The CDBG staff will meet with RRHA to have brainstorm sessions in regards to the RRHA administered Family Self Sufficiency Program and how to leverage programs and funds for homeownership. Staff will provide affordable housing expertise, homeownership grant resources and programming initiatives to promote self-sufficiency to the program participants. The FSS program serves families in the Housing Choice Voucher (HCV) and Public Housing (PH) Programs. Present participants have completed the following goals:

- obtaining or maintaining employment
- continuing to pursue higher education
- continue to maintain first time businesses with supportive mentorship and education

The unique value of the FSS program is that clients are able to receive supportive case management to

reach their individual goals towards self-sufficiency.

Currently there are no public housing homeownership initiatives in place either under the public housing program or the Section 8 program. The CORR plans to encourage Affordable Housing Roundtables that are conducted by the RRHA and include affordable housing builders, Housing Counseling non-profits and banking institutions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - the Round Rock Housing Authority is no longer in "troubled status." Rather, they are now considered a "high performer" as their overall REAC Score is 90 and their REAC Inspection score is 96.

Discussion

The housing authority continues to partner with several local agencies, faith-based organizations, the City, and the school district in order to bring resources to residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a non-profit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through the Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Round Rock funds the Round Rock Area Serving Center with CDBG funds to assist residents in jeopardy of becoming homeless with housing and mortgage assistance. Sometimes the loss of a job or an illness can cause a family to fall behind on rent or mortgage which can lead to eviction. Funding the housing/mortgage assistance program is an action and goal that will assist with reducing homelessness.

The following agencies reach out to homeless persons and assess their individual needs such as the need for temporary shelter, transitional housing and other services:

- The Williamson County Crisis Center (Hope Alliance) offers two housing programs to assist its clients. They offer a short-term, transitional housing program that helps families who are transitioning out of the shelter and a long term, supporting housing program.
- STARRY Emergency Shelter serves children who need immediate protection, typically after being removed from their home by court order due to life-threatening abuse or neglect.
- Lifeworks provides emergency shelter and transitional housing as well as counseling, education/workforce and youth development to youth and their families.
- Round Rock Area Serving Center provides emergency shelter, food and clothing vouchers, as well as mortgage and utility assistance, in an effort to prevent homelessness.
- CASA provides trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home.

Addressing the emergency shelter and transitional housing needs of homeless persons

Hope Alliance and Williamson Burnet Counties Opportunities (WBCO) were both awarded Emergency Food and Shelter Program (EFSP) Grants from FEMA. Hope Alliance is using these funds to provide emergency shelter, purchase food and aid toward the purchase of bedding and cleaning supplies and other like items for the domestic violence shelter. WBCO is using the EFSP funds to purchase food for

the Senior Nutrition Program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Round Rock anticipates to continue funding the Round Rock Area Serving Center for program year 2017-2018. Funding will be used to purchase food for the food pantry at the Round Rock Area Serving Center. The Round Rock Area Serving Center assists over 1,000 households with food every program year. In an effort to prevent homelessness, CDBG funding anticipates allocating funding to the Round Rock Area Serving Center to provide mortgage and rent assistance to the residents of Round Rock.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Homelessness is a regional issue and is best addressed countywide through the efforts of both Williamson and Travis Counties and local jurisdictions. Since Round Rock's emergency shelter only provides temporary facilities for displaced women and children, the City will work with area providers such as Bluebonnet Trails MHMR to address its share of the homeless need through facilities and services provided at the regional level.

Discussion

Though Round Rock has a very small visible homeless population, the loss of a job, an increase in rent, an eviction or domestic violence situation can easily lead to homelessness for many low income individuals and families. Round Rock will continue to fund high priority activities that are concentrated on homeless prevention and non-homeless special needs such as the Round Rock Area Serving Center

Food Pantry and Housing Assistance Program.

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

In 2000, consultants from the University of Texas prepared a report titled "Analysis of Impediments to Fair Housing, Round Rock, Texas" (AI). This document provided a comprehensive review of the City's administrative and judicial policies. This study's assessment of the location, availability, and accessibility of housing will assist in planning to address impediments to fair and affordable housing. This analysis profiled the housing market in Round Rock, addressed housing affordability, physical condition of housing stock, and public housing. Barriers to affordable housing identified through the City's citizen participation process were:

- Lack of options
- Lack of transitional support, assistance needed for move-in costs/deposits
- Land prices
- Lack of community involvement and creativity in problem solving
- Negative neighborhood perception regarding low income housing
- Lack of public transportation

Identified policies impacting the development of affordable housing included the following:

- Inflexible development standards
- Lack of incentives for developers to construct affordable housing
- High development fees

The City of Round Rock CDBG staff refers anyone needing to file a housing discrimination complaint or needing information on fair housing to the Austin Tenants Council. The Austin Tenants Council Fair Housing Program helps any person who has been discriminated against in the rental, sale, financing or appraisal of housing. The state and federal Fair Housing Act prohibits discrimination because of a person's race, color, national origin, religion, sex, disability (mental or physical) or familial status. The Fair Housing Program documents and investigates complaints; provides advice about remedies under fair housing laws, and coordinates legal services to assist victims of housing discrimination. The Fair Housing Program provides fair housing seminars and presentations to interested parties.

The City of Round Rock CDBG Program is currently working with other local entitlements and participating jurisdictions to develop the AFFH due January 2019. CDBG staff will potentially enter into a interlocal agreement with other cities and prepare a scope of work for a bid process. The largest

entitlement/participating jurisdiction will undertake the procurement process.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The CDBG staff will strategize with internal departments to develop strategies that will assist in the removal of barriers to affordable housing. The CDBG staff will enlist industry and subject matter experts to brainstorm ideas in developing a comprehensive plan for affordable housing.

Discussion

The City of Round Rock Mayor, Alan McGraw and City Council proclaimed April 2017 as Fair Housing Month. A proclamation was signed for the CDBG office to display.

AP-85 Other Actions – 91.220(k)

Introduction

The City of Round Rock will continue to work with partners in the region to improve the housing and employment opportunities for low and moderate income persons and other special populations.

Actions planned to address obstacles to meeting underserved needs

Despite ongoing efforts, there still remains a number of significant obstacles to meeting underserved needs. The following obstacles to meeting these needs in Round Rock include:

- Population growth
- Cut backs in state and federal funding for basic needs and services
- High cost of housing
- Need for transportation to existing services and childcare available services

To address these needs, the City of Round Rock dedicated CDBG funds to the following:

- Round Rock Area Serving Center for the purchase and distribution of food and to provide rent and mortgage assistance
- Round Rock Housing Authority to pay for partial salaries for the resident services coordinator/facilitator and teachers at the Neighborhood Outreach Center (NOC) at the Round Rock Housing Authority.

Actions planned to foster and maintain affordable housing

The City of Round Rock anticipates to support two programs in FY 17 (2017-2018) that support affordable housing. These include the housing assistance program through the Round Rock Area Serving Center (RRASC) to assist residents with rent or mortgage at \$100 a household, and a program through Habitat for Humanity for the minor home repair of low income residents of Round Rock up to \$10,000 per unit. Funds will be spent on the purchase of materials and volunteers will do the actual home repairs. A plumber or electrician will be hired if needed.

Habitat for Humanity will be funded by FY13 CDBG funds.

Actions planned to reduce lead-based paint hazards

The CDBG program has procedures in place to comply with the Residential Lead Based Paint Hazard

Reduction Act of 1992 (Title X) and subsequent changes in September 1999. These procedures include notification, identification, and treatment (if necessary).

Most of the development in Round Rock occurred after the use of the lead based paint was banned. HUD estimates that as many as 540 housing units in Round Rock built prior to 1978 and occupied by extremely low, low and moderate income households could contain lead-based paint.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy is based on attracting a range of businesses and providing workforce development including job training services for low income residents.

Planned economic development and anti-poverty programs include:

- Friendly Rock Program to assist residents with utility bills
- Food Pantry Program provides residents access to food
- Foundation Communities Tax Center provides free tax preparation
- YMCA provides after school and summer scholarship dollars to low and moderate income families in Round Rock

Actions planned to develop institutional structure

The City relies on a network of public sector, private sector, and non-profit organizations to implement the Strategic Plan, particularly to address homelessness and special needs.

Actions planned to enhance coordination between public and private housing and social service agencies

In an effort to enhance coordination between public and private housing and social service agencies, the City of Round Rock CDBG staff will continue to attend the Williamson County Monthly Networking Meetings. These meetings are held the first Tuesday of every month at the Alan R. Baca Senior Center. Collaboration and coordination between agencies is important to ensure that the needs in the community are being addressed.

Discussion

The City of Round Rock, Office of Community Development is responsible for the administration of the City's programs funded with CDBG funds. This office has the primary responsibility for managing and implementing the City's affordable housing and infrastructure program, the Consolidated and Annual Plans and related documents.

The City of Round Rock has developed a monitoring system to ensure that the activities carried out in

the Plan are done so in a timely manner in accordance with the federal monitoring requirements of [24 CFR 570.501 (v)] and [24 CFR 85.40] and all other applicable laws, regulations, policies and sound management and accounting practices.

Sub-recipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable federal requirements. Particular attention is paid to compliance with management systems, procurement practices and compliance with civil rights requirements.

When applicable, sub-recipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests. This information is used to determine the number of unduplicated beneficiaries. Monthly reports are submitted by each sub-recipient enabling staff to monitor the progress of each activity, provide technical assistance or consultation when needed and to ensure that all objectives are met.

The City of Round Rock conducts monitoring of sub-recipients every program year during the summer. Particular attention is paid to compliance with eligibility and national objective requirements. The HUD monitoring checklist is used during these on-site monitoring visits. The monitoring visits are conducted by the CDBG Program Coordinator. Technical assistance is provided for sub-recipients at the beginning of the program year and anytime during the program year upon request.

Throughout the year, staff conducts mini desk reviews of all sub-recipients. Sub-recipients are required to submit monthly progress reports and reimbursement requests by the 15th of every month. This allows the City to monitor the sub-recipient's progress and spending on a monthly basis.

The City of Round Rock Office of Community Development maintains an open door policy for all agencies and frequent unofficial visits are made at participating agencies throughout the year.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	6,663
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	6,663

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a presentation regarding the Forest Creek Golf Course executive summary overview and 5-year vision and plan.

Type: Presentation

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Brian Stillman, Sports Facilities and Operations Manager

Cost:

Indexes:

Attachments:

Department: Sports Management and Tourism

Text of Legislative File 2017-4503

This presentation will be an inclusive review of the City's reinvestment in Forest Creek Golf Club. Summarizing projects completed to date, an evaluation of KemperSports in the course management role, previewing the upcoming renovation plan, and sharing the vision for the next 5 years.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider on ordinance adopting Amendment No. 2 to the FY 2016-2017 Operating Budget. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2017-4490

This ordinance is to amend the FY 2016-17 Operating Budget for the Forest Creek Golf Club (FCGC) operating and capital costs and to allocate funding. At the time of the original budget adoption, the City was in the middle of evaluating needs for the course and selecting a new management company. Therefore, there was not yet adequate information to adopt a budget for FCGC.

KemperSports, the City's selected management company, and staff have now done a more thorough evaluation of the course conditions and current year needs. As a result of the change in the management contract structure, the operations are now presented with gross revenues and expenditures instead as a small net number as in prior years. Kemper took over the course in January 2017, so these amounts represent 9 months of operations, start-up costs and revenues for FCGC.

The 9-month budget for the course is proposed at \$1,790,000 for start-up and operating costs. The operating revenues and existing fund will cover \$1,530,000 of operating costs with \$260,000 transferred from the General Self Finance Construction Fund to cover capital projects and initial start-up costs.

A full presentation report on the status of the course and future plans will be provided as part of a related item at the June 8, 2017 Council meeting.

ORDINANCE NO. O-2017-4490

**AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2016-2017.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2016-2017 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas.

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 _____,
2017.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2017.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****2016-2017 Budget Amendment
Golf Course****Golf Course***Source of Funds:*

Revenues	\$ (965,000)
Fund Balance	(565,000)
Transfer from General Self Finance Construction Fund	(260,000)

Expenditure:

Kemper Operating & Capital Expenses	1,730,000
Prior Mgmt Company Pay-out	60,000
	<hr/>
	\$ -
	<hr/> <hr/>

General Self Finance Construction Fund*Source of Funds:*

Fund Balance	\$ (260,000)
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Expenditures:

Transfer to Golf Course Fund	260,000
	<hr/>
	\$ -
	<hr/> <hr/>



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with KemperSports, Inc. for design services related to the Forest Creek Golf Course Renovation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Brian Stillman, Sports Facilities & Operations Manager

Cost: \$380,000.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2017-4504

KemperSports will provide comprehensive development and construction management services for the renovation of Forest Creek Golf Club. This shall include final project scope development, design development, permitting, bid, award, value engineering, and subsequent construction and grow-in.

Cost: Not to exceed \$380,000

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2017-4504

WHEREAS, the City of Round Rock desires to retain professional consulting services related to design services and project management services for the Forest Creek Golf Course Renovation Project; and

WHEREAS, Kemper Sports, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Kemper Sports, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Design Services for the Forest Creek Golf Course Renovation Project with Kemper Sports, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
DESIGN SERVICES FOR THE
FOREST CREEK GOLF COURSE RENOVATION PROJECT
WITH
KEMPER SPORTS, INC.**

THE STATE OF TEXAS

§

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THIS AGREEMENT for professional consulting services related to design services and project management services for the City of Round Rock's Forest Creek Golf Course Renovation Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and KEMPER SPORTS, INC., located at 500 Skokie Boulevard, Suite 444 Northbrook, Illinois 60062 (the "Consultant").

RECITALS:

WHEREAS, the Forest Creek Golf Course Renovation Project, consisting of work to renovate and rebuild greens, bunkers, the irrigation system, associated golf course drainage and other related items (the "Project"), requires specialized project management and design services; and

WHEREAS, City desires to contract for Consultant's professional services generally described as project management and design services for the Project; and

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

WHEREAS, desires to contract for such professional services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, with an estimated completion date of August 1, 2018.

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

2.0 PROPOSAL FOR SERVICES

For purposes of this Agreement Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

Consultant, and any additional consultants contracted by Consultant for this Project, shall satisfactorily provide all services described herein and as set forth in Exhibit "A," the Scope of Services, in accordance with the agreed upon timeline set forth in Exhibit "A."

Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Service and in accordance with due care and prevailing consulting industry standards for comparable services.

Where the terms and conditions of pages one (1) through thirteen (13) of this Agreement conflict or differ with Exhibit "A," the terms and conditions set forth in pages one (1) through thirteen (13) of this Agreement shall control.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is described in Exhibit "A" and herein, and may not be changed without the express written agreement of the parties.

5.0 CONTRACT AMOUNT

Not-to-Exceed Fee: In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Three Hundred Eighty Thousand and No/Dollars (\$380,000.00)**, in accordance with Exhibit "A" entitled "Fee Schedule," which document is attached hereto and incorporated herein by reference

for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "A."

Such fixed not-to-exceed amount includes amounts paid for Consultant's professional consulting services and for the fees of any additional consultants contracted by Consultant for the completion of this Project.

Reimbursable Expenses: Reimbursable expenses shall not be included in this Agreement.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

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

7.01 INSURANCE

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

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is

later. Consultant may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

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

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City’s current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City’s budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

10.0 TIMETABLES

Unless otherwise indicated to Consultant in writing by City, or unless Consultant is unreasonably delayed in the orderly progress of its work by forces beyond Consultant’s control, the timetable structure and deliverable due dates shall be in reasonable conformity to Consultant’s schedule set forth in Exhibit “A.”

11.0 SUPPLEMENTAL AGREEMENT

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

Consultant relating to additional work not directly authorized by Supplemental Agreement.

12.0 TERMINATION; DEFAULT

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

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

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

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

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

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

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

13.0 NON-SOLICITATION

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

14.0 INDEPENDENT CONTRACTOR STATUS

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

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

15.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth

hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

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

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

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

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

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

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

Consultant shall require any contracts with additional consultants to include similar language regarding confidentiality or information specifically designated as confidential by the City.

16.0 WARRANTIES

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

17.0 LIMITATION OF LIABILITY

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

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

18.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees,

performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

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

19.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

20.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

21.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

22.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase

or sale of any product, materials or equipment that will be recommended or required hereunder.

23.0 DESIGNATION OF REPRESENTATIVES

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

Brian Stillman
Sports Facilities & Operations Manager
Sports Management & Tourism Department
221 East Main Street
Round Rock, TX 78664
Telephone: (512) 218-6607
E-mail address: bstillman@roundrocktexas.gov

24.0 NOTICES

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

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

Notice to Consultant:

KemperSports, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, IL 60062

Notice to City:

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

AND TO:

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

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

25.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.0 EXCLUSIVE AGREEMENT

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

27.0 DISPUTE RESOLUTION

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

28.0 SEVERABILITY

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

29.0 STANDARD OF CARE

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

30.0 GRATUITIES AND BRIBES

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

31.0 RIGHT TO ASSURANCE

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

32.0 MISCELLANEOUS PROVISIONS

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

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

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

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

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid

unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

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

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

City of Round Rock, Texas

KemperSports, Inc.

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

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
847 291 0271 fax
www.kempersports.com

May 15, 2017

Mr. Brian Stillman
Sports Facilities & Operations Manager
Sports Management & Tourism
City of Round Rock, Texas 78644

Re: Project/Construction Management Service Proposal, Forest Creek Golf Course

Dear Mr. Stillman:

On behalf of KemperSports, I am pleased to submit the following proposal to provide Project/Construction Management Services as described to The City of Round Rock, Texas Sports Management & Tourism Department for the renovation of Forest Creek Golf Course including work to renovate and rebuild greens, bunkers, irrigation system, and associated golf course drainage and ancillary items. The City of Round Rock has been clear in their instructions to KemperSports that the work to renovate and improve the golf course is the priority of this project.

KemperSports is well qualified to provide comprehensive development/construction management services for the renovation of Forest Creek Golf Course. Since 1978, we have managed and consulted on the development of over 40 golf course, clubhouse, and recreation oriented projects throughout the United States.

Our proposal is to act as the Project/Construction Manager to insure the delivery of the project and all related design, development, and construction oversight, and to participate fully in the public bid and award process of all individual scopes of work to the lowest responsible bidder. When awarded KemperSports is prepared to enter in to all consulting contracts necessary for design, bid, and delivery of the project to the City of Round Rock and their operations and management team. Our proposal is for full engagement during the final project scope development, subsequent design development, permitting, bid, award, Value Engineering and subsequent construction and grow-in. The tentative schedule for project delivery is June 1, 2017 through August 1, 2018. The Scope of Service for this proposal is as outlined in the attachment titled '**Project/Construction Management Services**' and provides tasks to be completed in related phases of Pre-Construction, Bid and Award, Construction, and Post Construction.

It is anticipated that work will begin immediately upon execution of the agreement, to assist the client in the completion of the design development and construction documentation together with final budgeting and value engineering exercises. During this period a campaign will be initiated to develop contractor interest in anticipation of bidding and negotiation for construction contracts beginning as early as June 1, 2017.

Exhibit "A"



500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
847 291 0271 fax
www.kempersports.com

**Sports Management & Tourism Department
Construction Management Agency Proposal
May 15, 2017
Page 2**

KemperSports proposes to manage all construction contracts and scopes of work required for the delivery of the project including Pre-Construction, Construction, and Post Construction phases as outlined above and on the attachments for a **Lump Sum Fee of \$380,000**. Included in this fee are Project Management, Final Design Development and Construction Documents, Civil Engineering and Permitting, Irrigation Design and Construction Documents, and Construction Oversight. We anticipate that our work would begin on or about June 1, 2017 with a start of construction in October, 2017 and a scheduled reopening for play in August of 2018.

KemperSports Development and Construction is pleased to have the opportunity to be of service to The City of Round Rock and to continue a mutually beneficial service relationship at Forest Creek and reestablish the golf course as a must play in the market. We offer our experience and qualifications to the City of Round Rock Sports Management & Tourism Department for the successful delivery of this exciting project and look forward to being considered for Project/Construction Management services.

Sincerely,

Daniel F. Cunningham
VP Development and Construction

Cc: Jim Stegall, EVP KemperSports
Val D'Souza, Regional Operating Executive, KemperSports
Keith Hanley, Vice President Operations, KemperSports

Exhibit "A"

Project/Construction Management Services (June 1, 2017 – August 1, 2018)

KemperSports will provide the following development and construction phase services and assistance to the City of Round Rock, Sports Management & Tourism Department to complete Project Development consisting of final design and development, permitting, bid assistance, contract award, implementation, and oversight of the golf course renovation at Forest Creek Golf Course, City of Round Rock, Texas.

Scope of Services

The following Scope of Services is proposed in conjunction with the delivery of Forest Creek Golf Course. KemperSports will provide a site representative to provide comprehensive service to implement a Construction Management Plan for the delivery of the Golf Course renovation project to the Sports Management & Tourism Department during the development phases of pre-construction activities, the bid and award phase, the construction phase, and during the post construction phase of development and construction. KemperSports proposes to perform the following services as outlined below.

1. Final Design and Development of construction plans, bid and contract documents and facilitate value engineering.
2. Contract all design and permitting consultants including Civil Engineering/Permitting, Construction Design Plans and Specifications, and Irrigation Plans and Specifications.
3. Provide recommendations as required for public bid packages, scopes of work, and bid items.
4. Provide pre-bid budget and schedule preparation and analysis.
5. Participate in processes prior to bidding and assist in the bid process including review and analysis of any contractor bids or proposals.
6. Manage all construction related contracts.
7. Schedule and coordinate construction activities at the golf course site.
8. Regularly review construction activities for compliance with construction bid / contract documents.
9. Review and sign pay applications under title of "Signature of City of Round Rock Representative" with approval of the City.

1. Pre-Construction

During the pre-construction phase, KemperSports will represent the Department and team to ensure a seamless transition from planning, design, engineering, permitting and final approvals to the bid and award phase. During this pre-construction phase, KemperSports will perform the necessary assistance to ensure that the project will be successfully delivered to the Department consistent with the goals and objectives and consists of the following specific tasks.

- a. Manage the permitting process.
- b. Review the Site, Current Plans and Programs, and any other associated study results for the determination of compliance with the best interest of overall goals of the Department.
- c. Provide all Golf Course Construction Plans as proposed for consistency, constructability and financial responsibility.
- d. Develop preliminary budgets consistent with desired scope to determine overall viability.
- e. Develop Action Plan and develop alternatives for implementation.
- f. Develop with Owner and Operator the final design development and construction plans and programs.
- g. Assist with efforts for solicitation and selection of qualified Contractors.
- h. Develop construction management plan, procedures, and coordinate and attend pre-development meetings.
- i. Develop information management systems on behalf of the Department, Operator, and Construction Management team.
- j. Update development and construction schedules on a regular basis.
- k. Review and recommend value engineering alternatives during pre-construction process.

Exhibit "A"

2. Bid and Award

KemperSports will provide all services as outlined and necessary to facilitate the public bidding process as required by any public bidding requirements of the City of Round Rock. It is our goal to expedite the bidding and award process and to assist with all tasks required to realize a successful bid process and begin construction with the most responsive and qualified bidder/contractor. To that end KemperSports will perform the following tasks.

- a. Assist with development and coordination for bidding and contracting procedures.
- b. Review, analyze and make recommendations on bids as requested.
- c. Manage Value Engineering process.
- d. Schedule and attend pre-bid and pre-construction meetings.
- e. Review Drafts and Assist to Finalize Contract Agreements between the Department and contractors as required.
- f. Facilitate Bonding and Insurance Procedures as necessary.

3. Construction

KemperSports will provide all construction management services necessary or appropriate in connection with the timely completion of the project in accordance with the contract documents for the project. Specifically, KemperSports will oversee construction of the golf course and manage all construction contracts and work whether publicly bid, performed by Department or Operator forces, or third party contractors. KemperSports will manage all work and scope items included in the project budget. Construction Management services will include, but are not limited to the following:

- a. Field representative to be present on site on a daily basis during construction activities.
- b. Coordinate on-site facilities.
- c. Point of contact between Department, CM, design and permitting consultants and contractors.
- d. Project kick off planning meetings.
- e. Monitor Permits, Insurance, Labor Affidavits and Bonds, and Prevailing Wage requirements.
- f. Schedule, conduct, and document progress meetings.
- g. Manage scheduling process, budget and cost monitoring,
- h. Review and sign pay applications under the title of "Signature of City of Round Rock Representative".
- i. Negotiate and process change orders and manage claims.
- j. Manage quality assurance and control procedures.
- k. Coordinate Construction Testing as required; review proposals and contract, organize reports, and work with City of Round Rock testing company.
- l. Manage work performed under public bid contract.
- m. Supervise Owner performed work and purchased equipment and materials.
- n. Manage work performed by all contractors.
- o. Monitor and make recommendations for reporting, record keeping, information management, and record drawing procedures. Provide monthly status reports.
- p. Recommendations during grow-in as necessary and required.

Exhibit "A"

4. Post Construction

Upon construction completion of the golf course, KemperSports will perform all necessary closeout procedures and facilitate the receipt of all required documentation to finalize construction contracts. Additionally KemperSports' Construction Managers will work seamlessly with the Department to ensure a successful turn over from the Construction Manager and Contractors to Owner prior to grow-in period as well as the delivery of supplies and equipment as required by the Department. At a minimum KemperSports will perform the following items:

- a. Prepare final cost report.
- b. Development final acceptance, grow-in, and opening/occupancy plan.
- c. Develop plan for receipt of maintenance manuals, operating procedures, spare parts and warranties.
- d. Review maintenance manuals and operating information for conformance.
- e. Review warranty information and insure all warranted items are documented and in compliance.
- f. Assist in obtaining final permits where required.
- g. Develop contractor closeout procedure including punch list, training and acceptance procedure, callback procedure and close out reports.
- h. Process final payment and waivers of lien.

The scope of this proposal is for a comprehensive Development Phase Service agreement with site representation on a daily basis. Our Project delivery team consists of the following members.

- Daniel F. Cunningham, VP Development and Construction
- Valentine D' Souza, Regional Operations Executive
- Keith Hanley, VP Operations
- William Kenneth Bell, Construction Superintendent and Project Agronomist

KemperSports Development and Construction is proposing that our development department in partnership with The City of Round Rock and their departments, operators, and team would become the Project/Construction Manager for delivery of the Forest Creek Renovation Project working seamlessly during the Development, and Construction Phases to ensure positive results, limit inconvenience, and lead to success in the overall process.

Exhibit "A"

KEMPERSPORTS PROJECT MANAGEMENT

Pre-Construction

- Job Familiarization
- Review Plans and Specifications
- Coordinate Permit Approvals
- Prepare Project Budget
- Coordinate Design Team
- Develop Bidding/Contracting Procedures
- Prepare Project Schedules & Phasing
- Pre-qualify Contractors
- Contractor Pre-bid Meetings
- Solicit Bids
- Review Bids
- Analyze Bids and Value Engineering
- Make Recommendations
- Facilitate Contract Negotiation
- Issue Notice to Proceed

Construction

- Owner Representation
- Coordinate with Owner/Design Team
- Provide Daily On-site Supervision
- Provide Site Inspection/Quality Control
- Provide Site Safety Representation
- Prepare Construction Schedules
- Manage Critical Path Schedule
- Prepare Budget Monthly Updates
- Coordinate RFI Documentation
- Verify Material Requisitions
- Review/Approve Contractor Submittals
- Coordinate Design Team Visits
- Chair Site Meetings
- Coordinate Testing and Inspections
- Oversee Contractor Payment Requests

Post-Construction

- Review and Approve "As-Built" Plans
- Verify Contractor "turnover" items
- Verify Contractor Warranty Items
- Verify Manufacturer Warranty Items
- Provide Close-Out Inspections/Punch lists
- Provide Post-Construction Evaluation
- Provide Recommendation for Long-Term maintenance
- Turnover to Operations

Exhibit "A"

Daniel F. Cunningham, Vice President, Development and Construction

Dan Cunningham oversees the company's development, construction, building, and capital improvement projects, including all horizontal and vertical construction.

Mr. Cunningham has more than 35 years of experience in project management for the development of championship golf courses, club houses and related structures, master planned communities, and civil engineering works. He has played key roles in building dozens of golf courses, including the 2008 Golf Inc. Magazines Winner and Runner-Up Golf Course Developments of the Year, Butterfield Trail and Ridge Creek at Dinuba, remodeling of the Boca Raton Resort in Florida and ASU Karsten Golf Course in Arizona, as well as Harborside International Golf Course in Chicago, which Golfweek rated the "Third Best Municipal Golf Course" in America. He has worked with many of the industry's leading golf course architects, building architects, planners, landscape architects, engineers, and contractors.

**BACKGROUND**

KemperSports Management – Northbrook, IL	1999-Present
<ul style="list-style-type: none"> • VP Development and Construction • Project Manager 	
The Cunningham Company – Lake Hills, IL	1994-1999
<ul style="list-style-type: none"> • Project/Construction Management • Principal 	
Dick Nugent Associates – Long Grove, IL	1989-1995
<ul style="list-style-type: none"> • Golf Course Architecture and Construction Management • Associate/Senior Construction Manager 	
Dye Designs, Inc. – Denver, CO	1986-1989
<ul style="list-style-type: none"> • Golf Course Design • Project Manager 	
Futura Engineering Inc., - Denver, CO	1983-1989
<ul style="list-style-type: none"> • Civil Engineering and Land Surveying • Project Manager 	
Wood Brothers Homes – Denver, CO	1977-1983
<ul style="list-style-type: none"> • Land Development • Project Engineer 	
Federal Highway Administration	1974-1977
<ul style="list-style-type: none"> • Highway Construction • Civil/Construction Engineering 	
Professional Registration	
<ul style="list-style-type: none"> • State of Colorado, 1985 Registration Number 23038 • State of Arizona, 1987 Registration Number 22255 	

Exhibit "A"

RECENT PROJECTS

- ***Hudson County Improvement Authority – Golf Course, Clubhouse, Maintenance***
- ***Glenview Park District – Golf Course Renovation & Storm Water Improvements***
- ***Quail Lodge Golf Club – Golf Course Renovation***
- ***Union County – Galloping Hill Golf Course Clubhouse – Kenilworth, NJ***
- ***Harbor Shores (Benton Harbor, MI) - Jack Nicklaus Signature Golf Course***
- ***Butterfield Trail Golf Club (El Paso, TX) - 2008 Development of the Year***
- ***Ridge Creek at Dinuba Golf Club (Dinuba, California) - 2008 Runner-Up for Development of the Year***
- ***Bandon Trails (Bandon, OR) - Coore/Crenshaw golf course at Bandon Dunes Golf Resort***
- ***The Glen Club (Glenview, IL) - 2003 Mixed Use Development of the Year, Urban Land Institute***
- ***City of Chicago First Tee Golf Centers***
- ***Gillette Ridge (Bloomfield, CT) - Arnold Palmer-designed golf facility on the corporate campus of Cigna Insurance***
- ***Lansdowne Resort and Conference Center (Lansdowne, VA) - Greg Norman designed golf course and 43,000 square foot clubhouse***
- ***Nike Redevelopment Project (Vernon Hills, IL) – multi-million dollar sports complex***

Exhibit "A"

**FOREST CREEK GOLF COURSE RENOVATION
FEE MATRIX 5/15/2017**

	Project Budget \$2,000,000 Phase A	Project Budget \$2,700,000 Phase B	Project Budget \$3,400,000 Phase C	Project Budget \$4,000,000 Phase D
Consulting				
Design Development & Construction Documents	\$35,000	\$45,000	\$60,000	\$65,000
Freese & Nichols - Engineering & Permitting	\$20,000	\$25,000	\$25,000	\$25,000
Irrigation Design, Layout, Programming	\$30,000	\$40,000	\$70,000	\$70,000
Project/Construction Management	\$160,000	\$190,000	\$225,000	\$230,000
	\$245,000	\$300,000	\$380,000	\$390,000
	12%	11%	11%	10%

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:
2017-214154

Date Filed:
05/25/2017

Date Acknowledged:

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

Kemper Sports Management, Inc.
Northbrook, IL United States

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

City of Round Rock

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

000000
Project Management Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Skinner, Steven	Northbrook, IL United States		X
	Lesnik, Joshua	Northbrook, IL United States		X
	Lesnik, Steven	Northbrook, IL United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



D.F. Cunningham
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said D.F. Cunningham, this the 25 day of MAY, 2017, to certify which, witness my hand and seal of office.

Laura A. Pinter
Signature of officer administering oath

Laura A. Pinter
Printed name of officer administering oath

Executive Assistant
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider a resolution authorizing the Mayor to execute one or more electrical power purchase contracts with a Retail Electric Provider to provide electric power to the City.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2017-4488

The City currently has power costs under contract through June 2021. The current pricing analysis shows current rates to be very favorable and it is in the City's best interest to extend those lower prices, if possible. Therefore, staff recommends seeking a new contract with a competitive provider to start in June 2021 and take the City through 2023 or 2024, depending on the negotiated term. This Resolution grants the Mayor the authority to execute the negotiated contract once results from the City's third party power consultant, CGP Solutions, completes the bidding process. It does not bind the City to enter into an agreement that is not favorable to the City should bids not come in as expected.

Due to the changing nature of the market, this resolution does not set a specific price or vendor, but allows staff and our consultant to monitor the market and recommend the best price and vendor. The City has a long standing agreement with CGP Solutions who serves as the City's consultant on wholesale electric needs and the market for providers.

Historically, power has been contracted in advance for multi-year terms to manage pricing fluctuations in the electrical industry that can be volatile due to the season, weather, fuel prices and political climate. In addition to locking in cost savings, the long-term contracts also give the City price stability for budgeting and cost management purposes. The City currently has a contract with Constellation Energy to provide electric power to all City facilities through a Cooperative Procurement with the Houston Galveston Area Council of Governments (HGAC). The current contract was approved by Council on September 25, 2014 and will expire on June 5, 2018. A new two-year contract with Constellation Energy

was approved by Council on April 14, 2016 and starts June 6, 2018 and expires June 5, 2021.

The current contract is \$0.050131 per kWh, and the City will spend approximately \$5,000,000 per year on electric power for all of its operations. Beginning June 2018 through June 2021, the rate will be \$0.03836 per kWh and the City will realize a rate reduction of thirty-three (33) percent for all its operations. With this Resolution, the City will work to continue these electric savings into the future.

RESOLUTION NO. R-2017-4488

WHEREAS, in order for the City to timely execute an electric power supply contract with a Retail Electric Provider (REP) to obtain the best price in the volatile energy market, this Resolution authorizes the Mayor to execute one or more power supply contracts during the current fiscal year to purchase power from a Retail Electric Provider, provided the terms of this Resolution are complied with, Now Therefore

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

Section 1: During the current fiscal year, the Mayor may execute, on behalf of the City, one or more contracts to purchase power between the City and a Retail Electric Provider in accordance with the terms of this Resolution.

Section 2: The Mayor may only execute an electric power supply contract ("Contract") with an REP in the event the following conditions are strictly complied with:

- (i) the term of the Contract is no less than six (6) months and no more than three (3) years;
- (ii) the price per kilowatt-hour KWH shall be competitive, considering the terms of the Houston Galveston Area Council of Governments ("HGAC") negotiated Contract;
- (iii) the REP recommended by CGP Solutions was selected in a competitive process in which the recommended REP offers the "Best Value" Contract to the City when considering the following factors:
 - (a) price per KWH;
 - (b) the amount, if any, of premiums to be paid by the City for using either less or more electrical power than its historic demand data; and
 - (c) ability to provide detailed, consolidated billing for the City.

Section 3: This Resolution shall take effect upon adoption.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Freese and Nichols, Inc. for the West Wastewater Treatment Plant Force Main Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$35,087.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2017-4493

At the Brushy Creek Regional West Wastewater Treatment Plant (BCRWWTP) there is currently an existing 6-inch wastewater force-main that discharges into an 18-inch gravity wastewater line that is deteriorating. In February, the City entered a contract with Freese & Nichols for \$40,629 to design a new 6-inch force-main that will extend from the Wastewater Treatment plants lift station across Brushy Creek to a manhole to be constructed on an existing 27-inch line that feeds into the Regional Wastewater Interceptor. During design, it became evident that the existing pumps were oversized to meet the needs of the force-main. New smaller, more efficient pumps including Motor Control Centers will be necessary for the WWTP's needs.

The Utility Staff recommends the City Council approve Supplemental Agreement (SA) No. 1 for \$35,087 for the design of two new pumps, MCC's and necessary electrical and instrumentation changes necessary to complete this project. The addition of SA No. 1 will increase the total contract amount to \$75,716.00.

Cost: \$35,087.00

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2017-4493

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Freese and Nichols, Inc. for the West Wastewater Treatment Plant Force Main Project, and

WHEREAS, Freese and Nichols, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Freese and Nichols, 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 Contract No. 1 to the Contract with Freese and Nichols, 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 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: **FREESE AND NICHOLS, INC.** ("Engineer")

ADDRESS: **10431 Morado Circle, Suite 300, Austin, TX 78759**

PROJECT: **West Wastewater Treatment Plant Force Main**

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Freese and Nichols, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 23rd day of February, 2017 for the West Wastewater Treatment Plant Force Main Project in the amount of \$40,629.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$35,087.00 to a total of \$75,716.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$35,087.00 the lump sum amount payable under the Contract for a total of \$75,716.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

FREESE AND NICHOLS, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

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

1. Record drawings and documents pertaining to projects in the area, including easement documents, construction plans, test records, aerial photography, topography, system maps, etc.
2. CAD files for the 2012 "BCRWWS West Wastewater Treatment Plan Rehabilitation Project" will be provided by City of Round Rock.
3. City of Round Rock Standard Design Details and Specifications.
4. Perform Tree Survey of the alignment and procure necessary tree permits.
5. Advertise and distribute Bid Documents.
6. Facilitate the Pre-Bid Meeting.
7. The City of Round Rock will be responsible for environmental compliance with all local, state, and federal laws. The Engineer will perform one site visit for environmental investigation and will communicate findings to the City of Round Rock.

ADDENDUM TO EXHIBIT B

Engineering Services

Project Description

Provide additional design, bid and construction phase services for replacement of existing pumps and valves for the WAS Lift Station at the West Wastewater Treatment Plant. Also, develop metes and bounds for proposed pipeline easement, confirm no environmental issues exist, design new duplex pump control panel and inspect electrical and control equipment to ensure it is compatible with proposed pumps.

Basic Services:

Project Management

1. Update the Quality Assurance & Quality Control Plan for the project.
2. Provide monthly progress reports and invoices to the City of Round Rock (City).
3. Manage project integration, scope, schedules, cost, quality, staff resources, subconsultants, communications, risk and procurements as necessary.

Preliminary Design Phase

1. Perform system curve calculations. Confirm existing pumps need replacement.
2. Perform site visit to inspect existing pumps/valves and determine scope of electrical work required to replace existing pumps.
3. Provide metes and bounds documentation for Dedication for Wastewater Line Easement around new forcemain and existing 27" sanitary sewer line, by subconsultant.

Design Phase

1. Identify and recommend proposed pumps.
2. Confirm pipe size for new forcemain.
3. Environmental investigation including one (1) site visit to perform a pedestrian survey of the proposed ROW to verify that no environmental issues are present and a documenting memorandum.
4. Provide 30% Pump Replacement Submittal.
5. Provide 30% plans and specifications for new duplex pump control panel.
6. Provide 30% plans and specifications for new submersible power cable from the pumps to the SS terminal cabinet and from the terminal cabinet to the new pump control panel.
7. Produce additional 95% Specifications.
8. Produce additional 95% Plans (11"x17").
9. Perform Constructability Review on additional Plans/Specifications.
10. Provide additional cost items for 95% Opinion of Probable Construction Cost.
11. Provide additional Bid Plans and Specifications for pump and electrical design.

Bidding Phase

1. Produce additional sheets to incorporate into Conformed Plans and Specifications.

Construction Phase

1. Review additional submittals associated with the project (10 additional submittals maximum).
2. Review additional RFI's associated with the project (2 additional RFIs maximum).
3. Perform one additional site visit and one additional monthly progress meetings during construction duration.
4. Produce additional sheets to incorporate into Record Drawings.

Additional Services:

The following services are not included in the scope of work. These services can be added by amendment.

Design Phase

1. Design additional electrical improvements:
 - a. Replacing SCADA instrumentation.
 - b. Replacing existing conduits for new power cabling.
 - c. Replacing the feeder and/or circuit breakers upstream of the pump control panel.
 - d. Additional site visits beyond a site visit during preliminary design.
2. Additional Environmental Investigation:
 - a. Desktop reviews for wetlands and federally-listed species habitat.
 - b. Permitting coordination.

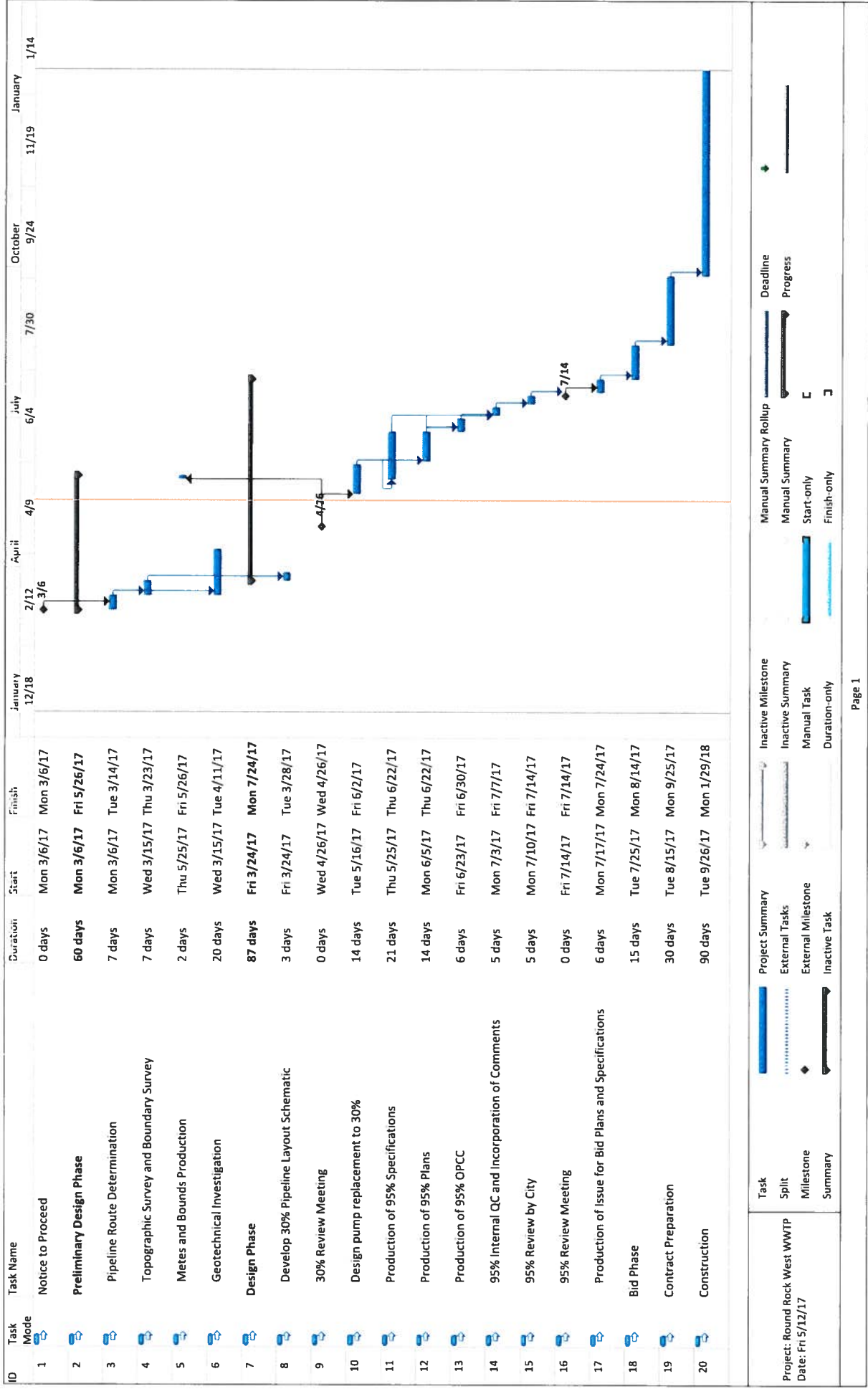
Assumptions:

1. CAD files for the 2012 "BCRWWS West Wastewater Treatment Plan Rehabilitation Project" will be provided by City.
2. New pump horsepower is anticipated to be the same, or less than, the existing pump horsepower.
3. A new duplex pump station control panel will be designed. Existing feeder to Blower building is assumed to be adequate and will be reused to re-feed new control panel. Control panel to be mounted in same location as existing.
4. Existing control/monitoring wiring from pump control panel to SCADA terminal cabinet is assumed to be adequate and will be re-used. Operation and monitoring of control panel/pumps shall remain the same. It is assumed that no SCADA modifications will be required under this contract.
5. The existing instrumentation will be re-used. This includes the level sensor/transmitter and the combustible gas sensor/analyzer/control panel.
6. Existing conduit for the new cabling is adequate and will be re-used.
7. Existing floats will be re-used and re-configured for anticipated wet well liquid levels.
8. Existing wet well and valve vault will be re-used.
9. A maximum of one addendum will be issued.
10. The construction phase for the project will not exceed.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Exhibit C - West Wastewater Treatment Plant Force Main - Supplemental Services Contract No. 1



ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D

Fee Schedule

Project Name: West Wastewater Treatment Plant Force Main - Supplemental Services Contract No. 1

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Surveying	0	\$0.00	\$0.00	\$4,043.00	\$4,043.00
Task 2: Geotechnical Investigation	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 3: Project Management, Preliminary Design and Final Design	144	\$24,316.00	\$409.00	\$0.00	\$24,725.00
Task 4: Bid Phase	3	\$524.00	\$0.00	\$0.00	\$524.00
Task 5: Construction Phase	39	\$5,634.00	\$161.00	\$0.00	\$5,795.00
GRAND TOTAL:	186	\$30,474.00	\$570.00	\$4,043.00	\$35,087.00

* Rates for additional work are shown in Exhibit D-1 of the West Wastewater Treatment Plant Force Main contract

City of Round Rock West Wastewater Treatment Plant Force Main Amendment No. 1 5/16/2017 Detailed Cost Breakdown														
Project Fee Summary														35,087
Basic Services														-
Special Services														-
Total Project														35,087

Basic Services																								
Phase	Task	Tasks &	Current Hourly Bill Rate →	Arce Carrel Hobbs	Kira Miles	Dawn Hadley	David Bennett	Drew Harkin	Richard Proffitt	Brian Blach	Wade Zombak	John Manning	David Buchanan	Ten Duon	Kelley Calvez	Tam Tran	Sabrina Joshi	Billy Metzger	Eric Dori	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Project Management	Update the Quality Assurance & Quality Control Plan																							
	Provide monthly progress reports and invoices to the City of Round Rock (City)																							
	Manage project integration, scope, schedules, cost, quality, staff resources, subconsultants, communications, risk and procurements as necessary																							
	Preliminary Design																							
	Perform system curve calculations																							
	Confirm existing pumps need replacement																							
	Site visit to inspect pumps/valves and electrical																							
	Provide meters and bounds documentation (by Subconsultant)																							
	Design Phase																							
	Identify and recommend proposed pumps																							
	Confirm pipe size for new forcemain																							
	Environmental investigation and documentation memo																							
	Produce additional 95% Specifications																							
	Produce additional 95% Plans																							
	Constructability Review on additional Plans/Specifications																							
	95% Opinion of Probable Construction Cost																							
	Additional QC																							
	Bid Plans and Specifications																							
	Bidding Phase																							
	Produce additional addenda, if necessary																							
	Produce additional sheets to incorporate into Confirmed Plans and Specifications																							
	Construction Phase																							
	Review additional submittals																							
	Review additional RFI's																							
	Perform one additional site visit and one additional monthly progress meeting during construction																							
	Perform final walk through for Electrical Work																							
	Produce additional sheets to incorporate into Record Drawings																							
Total Basic Services Hours				8	26	24	4	2	6	2	4	7	76	1	4	-	-	2	15	181	\$ 30,474	\$ 570	\$ 4,043	\$ 35,087

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	BAW (sheet)	Color (sheet)	Binding (each)	LG Form - BAW (sq. ft.)	LG Form - Glass/My ar - BAW (sq. ft.)	Other	Other	Other	Total Exp Effort
Project Management	Update the Quality Assurance & Quality Control Plan														
	Provide monthly progress reports and invoices to the City of Round Rock (City)														
	Manage project integration, scope, schedules, cost, quality, staff resources, subconsultants, communications, risk and procurements as necessary														

City of Round Rock West Wastewater Treatment Plant Force Main Amendment No. 1 5/16/2017 Detailed Cost Breakdown										Project Fee Summary	
										Basic Services	35,087
										Special Services	-
										Total Project	35,087
Preliminary Design											
Perform system curve calculations	1										
Confirm existing pumps need replacement											
Site visit to inspect pumps/valves and electrical	300										161
Provide notes and bounds documentation (by Subconsultant)											
Design Phase											
Identify and recommend proposed pumps	1										
Confirm pipe size for new forceman											
Environmental investigation and documentation memo	1										
Produce additional 95% Specifications	4					200					20
Produce additional 95% Plans	4							415			104
Constructability Review on additional Plans/Specifications											
95% Opinion of Probable Construction Cost											
Bid Plans and Specifications						200		415			124
Bidding Phase											
Produce additional addenda, if necessary											
Produce additional sheets to incorporate into Confirmed Plans and Specifications											
Construction Phase											
Review additional submittals											
Review additional RFIs	3										
Perform one additional site visit and one additional monthly progress meeting during construction	1										
Perform final walk through for Electrical Work											
Produce additional sheets to incorporate into Record Drawings	300										161
Total Basic Services Items	17	600				400		830			
Total Basic Services Expenses Effort		\$ 321	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 208	\$ -	\$ -	\$ 570
Phase Task	Subconsultants	Inland Geotechnics	[Name 2]	[Name 3]	[Name 4]						Total Sub Effort
Project Management											
Update the Quality Assurance & Quality Control Plan											
Provide monthly progress reports and invoices to the City of Round Rock (City)											
Manage project integration, scope, schedules, cost, quality, staff resources, subconsultants, communications, risk and procurements as necessary											
Preliminary Design											
Perform system curve calculations											
Confirm existing pumps need replacement											
Site visit to inspect pumps/valves and electrical											
Provide notes and bounds documentation (by Subconsultant)											
Design Phase											
Identify and recommend proposed pumps											
Confirm pipe size for new forceman											
Environmental investigation and documentation memo											
Produce additional 95% Specifications											

Project Fee Summary	
Basic Services	35,087
Special Services	-
Total Project	35,087



1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200
512-238-1251 fax
TBPLS Firm Reg. No. 10059100

2 May 2017

Kira Iles, P.E., ENV SP
Water/Wastewater Treatment, Transmission, and Utilities
Freese and Nichols, Inc.
10431 Morado Circle, Ste. 300
Austin, TX 78759

RE: Boundary Surveying
Project: Brushy Creek West WWTP WWL Improvement Project - Easement Preparation

Ms. Iles:

Inland Geodetics, LLC (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. Our proposal is to generate a survey plat and accompanying metes and bounds description for the CORR tract proceeding northerly from the plant and crossing Brushy Creek.

Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

1. Inland will recover and calibrate to the nearest CORR GPS Control System Monument to the project. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (GRID values scaled to surface position).
2. Inland will survey and depict improvements within the tract (if any). The data will include edges of pavement, fences, buildings, fences, adjoiner property corners, utilities and other pertinent information to boundary reconstruction.
3. Inland will perform sufficient research and field surveying to determine the boundary of the affected tracts as limited above.
4. Inland will prepare a survey plat with accompanying metes and bounds description for one parcel.

NOTE: Title review is not included in this proposal. If this service is required, an additional \$500.00 will be added to fee.

The ESTIMATED fee for the above services: **\$ 3,850.00**

Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts. A valid tax exemption certificate from the City of Round Rock for purchase of taxable goods and services will be required for this task.

Sincerely,

M. Stephen Truesdale
Registered Professional Land Surveyor
Licensed State Land Surveyor
Inland Geodetics, LLC

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:
2017-213627

Date Filed:
05/25/2017

Date Acknowledged:

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

Freese and Nichols, Inc.
Fort Worth, 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.

W. WWTP Force Main-Sup Con #1
Engineering Services

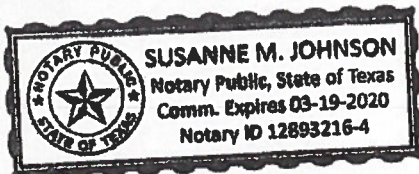
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Herchert, Robert	Fort Worth, TX United States	X	
	Payne, Jeff	Frisco, TX United States	X	
	New, John	San Antonio, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly J. Shriver, this the 25th day of May, 2017, to certify which, witness my hand and seal of office.

Susanne M. Johnson
Signature of officer administering oath

Susanne M. Johnson
Printed name of officer administering oath

Notary
Title of officer administering oath





City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to The Playwell Group, Inc. for the purchase of playground equipment at Rabb Pavilion.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$114,271.37

Indexes: General Self-Financed Construction

Attachments: Resolution, Quote, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2017-4483

This item will authorize the City Manager to issue a Purchase Order to The Playwell Group, Inc. for the purchase of playground equipment at Rabb Pavilion.

Items in this Purchase Order include new playground equipment and safety surfacing materials.

Located in Old Settlers Park, the Rabb Pavilion Playground Replacement Project is just one of several projects planned in the area to replace facilities that have reached the end of their useful life. By replacing the existing equipment, the playground at Rabb Pavilion will be comparable to the nearby Joanne Land playground and will serve as a more accessible counterpart.

Cost: \$114,271.37

Source of Funds: *Parks and Recreation Repair and Replace Fund*

RESOLUTION NO. R-2017-4483

WHEREAS, the City of Round Rock (“City”) desires to purchase playground equipment for the Rabb Pavilion Project, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, The PlayWell Group, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to The PlayWell Group, Inc., Now
Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to The PlayWell Group, Inc. to purchase playground equipment for the Rabb Pavilion Project.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS.
Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
800-560-9150 (fax)

QUOTATION

QUOTE #
7667

5/3/2017

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 341-3355

SHIP TO:

City of Round Rock-Rabb Pavilion
Theodore Alvarado-Rachel Morris
950 Harrell Parkway
Round Rock, TX 78665

Phone: (512) 633-5431

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	CES	WILLIAMSON		7/3/2017
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017		0.00		0.00
	PLAYWORLD				
30-1701.14A	CUSTOM BRANCH OUT PLAYMAKER	1	104375.00	99,156.25	99,156.25
ZZXX0224	ACCESSIBLE SWING SEAT	1	775.00	736.25	736.25
ZZXX0483	COZY COCOON-SPINNING	1	2459.00	2,421.55	2,421.55
SHIP	SHIPPING AND HANDLING	1	4703.28	4,703.28	4,703.28
	JENSEN				
S115	COMMERCIAL BUMPER SEAT	5	45.60	38.76	193.80
SHIP	SHIPPING AND HANDLING	1	45.40	45.40	45.40
	SAFESURF				
FIBER SAFESURF	ENGINEERED WOOD FIBER	264	17.33	16.46	4,345.44
FABRIC SAFESURF	GEOTEXTILE FABRIC	5,400	.13	0.12	648.00
SHIP	SHIPPING AND HANDLING	1	2021.40	2,021.40	2,021.40
FIBER DELIVERY	FIBER DELIVERY SAFESURF-The area where the wood fiber is to be delivered must be accessible to trucks and trailers for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify SafeSurf as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge.			0.00	0.00
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD., NE, UNIT G ALBUQUERQUE, NM 87113 Date _____ Signature _____			SUBTOTAL		\$114,271.37
			SALES TAX (0.0%)		\$0.00
			TOTAL		\$114,271.37

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:
2017-196917

Date Filed:
04/24/2017

Date Acknowledged:

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

The PlayWell Group, Inc.
 Dallas, 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

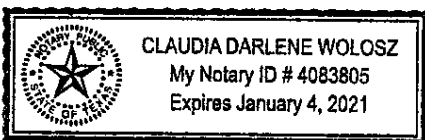
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Rabb Pavilion
 Purchase of Playground Equipment and Surfacing from The Playwell Group and Installation of Equipment and Surfacing from Playworks, Inc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PlayWorks, Inc.	Dallas, TX United States	X	
	The PlayWell Group, Inc.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.
☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Pam Johnston
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Pam Johnston, this the April day of 24, 2017, to certify which, witness my hand and seal of office.

Claudia Darlene Wołosz
 Signature of officer administering oath

Claudia Darlene Wołosz
 Printed name of officer administering oath

Notary
 Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: I.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to PlayWorks Group, Inc. for the installation of playground equipment at Rabb Pavilion.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$49,758.88

Indexes:

Attachments: Resolution, Quote, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2017-4484

This item will authorize the City Manager to issue a Purchase Order to Playworks Group, Inc. for the installation of playground equipment at Rabb Pavilion.

Items in this Purchase Order include the removal of existing playground equipment and surfacing; setup of construction fencing; and installation of new playground equipment and safety surfacing.

Located in Old Settlers Park, the Rabb Pavilion Playground Replacement Project is just one of several projects planned in the area to replace facilities that have reached the end of their useful life. By replacing the existing equipment, the playground at Rabb Pavilion will be comparable to the nearby Joanne Land playground and will serve as a more accessible counterpart.

Cost: \$49,758.88

Source of Funds: Parks and Recreation Repair and Replace Fund

RESOLUTION NO. R-2017-4484

WHEREAS, the City of Round Rock (“City”) desires to install playground equipment for the Rabb Pavilion Project, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, PlayWorks, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to PlayWorks, Inc., Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to PlayWorks, Inc. to install playground equipment for the Rabb Pavilion Project.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

PLAYWORKS, INC.

Toll Free: (800)726-1816 Fax: (505) 296-8900

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

ROCK CLAUSE

PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Every effort will be made prior to installation to determine if additional rock charges may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

2900

5/3/2017

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 218-5547

INSTALLATION SITE:

City of Round Rock-Rabb Pavilion
Rachel Morris
950 Harrell Parkway
Round Rock, TX 78665

Phone: (512) 341-3355

CUST. PO#	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	CES	WILLIAMSON		7/3/2017
ITEM	DESCRIPTION		LIST PRICE	QTY	TOTAL
BUYBOARD #512...	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2017		0.00		0.00
REMOVAL	INSTALLED BY TA MASONRY REMOVAL & HAUL OFF THE EXISTING EQUIPMENT & SURFACING ON ENTIRE PLAYGROUND AREA. PROVIDE AND SET UP CONSTRUCTION FENCE.		12,612.90	1	12,612.90
30-1701.14A	CUSTOM BRACH OUT PLAYMAKER		30,908.47	1	30,908.47
ZZXX0224	ACCESSIBLE SWING SEAT		229.50	1	229.50
S115	STRAP RUBBER BUMPER SEAT W/FLUTED EDGES		13.50	5	67.50
ZZXX0483	COZY COCOON - SPINNING		754.83	1	754.83
ZZXX0151	SPINAMI (REMOVE & RE-INSTALL)		1,225.68	1	1,225.68
FIBER SAFESURF	ENGINEERED WOOD FIBER		12.75	264	3,366.00
FABRIC SAFESU...	GEOTEXTILE FABRIC		0.11	5,400	594.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$49,758.88

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____ Signature _____

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-196917

Date Filed:
04/24/2017

Date Acknowledged:

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

The PlayWell Group, Inc.
Dallas, 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

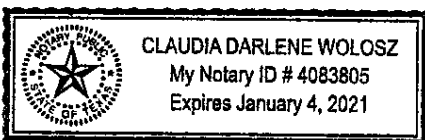
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Rabb Pavilion
Purchase of Playground Equipment and Surfacing from The Playwell Group and Installation of Equipment and Surfacing from Playworks, Inc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PlayWorks, Inc.	Dallas, TX United States	X	
	The PlayWell Group, Inc.	Dallas, TX United States	X	

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

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Pam Johnston
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Pam Johnston, this the April day of 24, 2017, to certify which, witness my hand and seal of office.

Claudia Darlene Wołosz
Signature of officer administering oath

Claudia Darlene Wołosz
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: I.6

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in authorizing the issuance of the Corporation's Senior Lien Sales Tax Revenue Refunding Bond, Series 2017; Approving Documents Related to the Sale of the Bond and Other Matters Related Thereto.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2017-4491

The City will be refunding approximately \$9.9 million in outstanding Series 2005 and Series 2007 Senior Lien Sales Tax Revenue Bonds for the Round Rock Transportation and Economic Development Corporation. The City has an opportunity to refinance this debt from an existing average coupon of 4.15% to a new rate of approximately 2.40% (current market) resulting in a net debt service reduction (after all issuance costs) of just over \$300,000. The savings would be realized between 2018-2023 in equal amounts of approximately \$50,000 a year and are reflected as a reduction of the debt service requirement.

We will utilize the direct purchase method which allows the City to avoid the expense of a bond rating and also allows no reserve fund deposit. This deal will produce an approximate 4.1% net present value which is higher than the required minimum of 3%.

The Round Rock Transportation and Economic Development Corporation approved the resolution for the authorization of Issuance of Senior Lien Sales Tax Revenue Refunding Bonds at their meeting on June 8, 2017.

RESOLUTION NO. R-2017-4491

**RESOLUTION APPROVING A RESOLUTION OF THE ROUND ROCK
TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION
AUTHORIZING THE ISSUANCE OF ROUND ROCK TRANSPORTATION
AND ECONOMIC DEVELOPMENT CORPORATION SENIOR LIEN
SALES TAX REVENUE REFUNDING BOND, SERIES 2017; APPROVING
DOCUMENTS RELATED TO THE SALE OF THE BOND AND OTHER
MATTERS RELATED THERETO**

STATE OF TEXAS §
COUNTIES OF WILLIAMSON AND TRAVIS §
CITY OF ROUND ROCK §

WHEREAS, the Round Rock Transportation System Development Corporation was created under the auspices of the City of Round Rock, Texas (the "City") pursuant to Section 4B of the Development Corporation Act of 1979, Article 5190.6, V.A.T.C.S., as amended, now codified as Local Government Code, Title 12, Subtitle C1 particularly Chapters 501 and 505 of the Local Government Code; and

WHEREAS, at an election held on August 9, 1997, a majority of the citizens of the City voting at said election authorized the City to levy a sales and use tax on the receipts at retail of taxable items within the City at a rate of one-half of one percent; and

WHEREAS, on November 8, 2011, a majority of the citizens of the City voting at such election authorized the existing sales and use tax to be used for additional purposes as provided by state law; and

WHEREAS, after such election the bylaws and other governing documents were amended to update certain provisions including the name of the corporation to be "Round Rock Transportation and Economic Development Corporation" (the "Issuer"); and

WHEREAS, the Issuer has heretofore executed State Infrastructure Loan Agreements with the Texas Department of Transportation on August 25, 2005 and on November 8, 2007, respectively (collectively, the "Loan Obligations") for qualified projects of the Issuer; and

WHEREAS, the Issuer has determined to issue a refunding bond to prepay the Loan Obligations to achieve a present value savings of \$_____ (_____% of the refunded principal amount of the Loan Obligations) and a gross savings of \$_____; and

WHEREAS, on June 8, 2017, the Board of Directors of the Issuer adopted a resolution, attached hereto as Exhibit "A", which authorizes the issuance of its Senior Lien Sales Tax Revenue Refunding Bond, Series 2017 (the "Bond"), to prepay the Loan Obligations; and

WHEREAS, in accordance with the provisions of the Act, the City shall timely transfer to the Issuer the proceeds of the aforesaid sales and use tax, in accordance with the terms and conditions of that certain Sales Tax Remittance Agreement, dated as of May 15, 2001, between the City and the Issuer and such funds shall be maintained by the Depository of the City and accounted for separately by the City on behalf of the Issuer; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted by the City Council of the City (hereinafter referred to as the "City Council") in accordance with Section 501.204(a) of the Local Government Code.

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

Section 1. Approval of the Bond and the Bond Resolution. The resolution of the Issuer entitled "RESOLUTION OF THE ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION SENIOR LIEN SALES TAX REVENUE REFUNDING BOND, SERIES 2017; APPROVING DOCUMENTS RELATED TO THE SALE OF THE BOND AND OTHER MATTERS RELATED THERETO," in substantially the form and substance as attached to this Resolution as Exhibit "A" and made a part hereof for all purposes, is hereby approved, and the Bond in the aggregate principal amount of \$_____,000 may be issued by the Issuer to prepay the Loan Obligations and to pay the costs of issuance.

Section 2. Confirmation of Sales Tax Remittance Agreement. The Sales Tax Remittance Agreement, dated as of May 15, 2001, between the City and the Issuer is hereby reconfirmed and approved.

Section 3. Execution of Documents; No Liability of the City. The City Council of the City hereby authorizes the Mayor, the City Manager and the Assistant City Manager to execute on behalf of the City all documents deemed necessary in connection with the issuance of the Bond and the agreements approved by this Resolution. The City Clerk is authorized to attest any documents necessary. The City shall have no liability for the payment of the Bond nor shall any of its assets be pledged to the payment of the Bond.

Section 4. Incorporation of Recitals. The findings and preambles set forth in this Resolution are hereby incorporated into this Resolution and made a part hereof for all purposes.

Section 5. Effective Date. This Resolution shall become effective immediately upon passage.

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"
ISSUER RESOLUTION



City of Round Rock

Agenda Item Summary

Agenda Number: I.7

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program (TCIP).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2017-4519

This amendment to the Transportation Capital Improvement Program (TCIP) includes budget reductions and increases. The primary objective of this amendment is to adjust funding for several projects. Some of the items included in the amendment are the following:

- 1) Reduce the budget on a number of projects. Notable reductions include:
 - a) Reduce funds for the FM 3406 project by \$500,000;
 - b) Reduce funds for the Transportation Master Plan project by \$100,000
 - c) Reduce funds for the Southwest Downtown Phase 5A project by \$300,000; and
 - d) Reduce funds for the Red Bud North (north of Hwy 79) project by \$322,000
- 2) Increase the budgets for a number of projects. Increases are proposed for the following projects:
 - a) Increase the budget for landscaping projects for Creek Bend and Southwest Downtown Phase 5A by \$850,000
 - b) Increase the budget for engineering of the Gattis School Road Segment 3 project by \$400,000
 - c) Increase the budget for Logan Bridge (west of A.W. Grimes) project by \$250,000
 - d) Increase the budget for Red Bud North (north of Hwy 79) project by \$322,000

This amendment to the TCIP budget results in a net effect of \$600,000

RESOLUTION NO. R-2017-4519

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously adopted a Transportation Capital Improvement Plan (“TCIP”), and

WHEREAS, the RRTEDC wishes to amend said TCIP, and

WHEREAS, the bylaws of the RRTEDC require that said amendments to the TCIP be approved by the City Council, and

WHEREAS, the City Council wishes to approve said amendments to the TCIP, Now Therefore

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

That the amendment to the Transportation Capital Improvement Plan approved by the Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A”, is hereby approved.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**“A”****TCIP Amendment #39**

Project Name	Cost	Transaction Description
FM 3406	\$ (500,000)	Project savings reallocated to other projects.
Transportation Master Plan	(100,000)	Project savings reallocated to other projects.
Southwest Downtown Phase 5A	(300,000)	Project savings reallocated to other projects.
Landscaping Projects	850,000	Landscaping for Creek Bend and Southwest Downtown Phase 5A
Gattis School Road Segment 3	400,000	Engineering costs
Logan Bridge (West of A.W. Grimes)	250,000	
Red Bud North (North of 79)	322,000	Engineering costs - developer contribution for arterials being applied; no impact on Type B at this time
Red Bud North (North of 79)	(322,000)	Engineering costs - developer contribution for arterials being applied; no impact on Type B at this time
Net Impact	<u><u>\$ 600,000</u></u>	



City of Round Rock

Agenda Item Summary

Agenda Number: I.8

Title: Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting Company for the North Mays Right Turn Lane at Meridian School Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$249,819.60

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Bid Tab, Letter of recommendation, Form 1295

Department: Transportation Department

Text of Legislative File 2017-4482

As part of the plan to keep the community safe and increase mobility, the City of Round Rock Transportation Department put the North Mays Right Turn Lane at Meridian School project out for bid. This project includes the construction of an exclusive right turn lane consisting of: asphalt pavement, curb & gutter, concrete sidewalk, concrete driveway reconstruction, pavement markings, signage, storm sewer extension, and grading. The bid opening was held on May 9th 2017. Five (5) sealed bids were received and read aloud. Bids ranged between \$249,819.60 and \$405,394.00, with an apparent low bid submitted by Smith Contracting at \$249,819.60. Through a previously negotiated agreement, the Meridian School is contributing \$150,000 and donating necessary ROW for these improvements.

Cost: \$249,819.60

Source of Funds: *RR Transportation and Economic Development Corporation (Type B)*

RESOLUTION NO. R-2017-4482

WHEREAS, the City of Round Rock has duly advertised for bids for the North Mays Right Turn Lane at Meridian School Project; and

WHEREAS, Smith Contracting Company has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Smith Contracting Company, 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 Smith Contracting Company for the North Mays Right Turn Lane at Meridian School Project.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Project: North Mays Right Turn Lane at Meridian School
Description: Street Improvements
Owner: City of Round Rock
Job Number: 010-019
Bid Date: May 9th, 2017
Project Location: Round Rock, Williamson County, Texas



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DiMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-6953
FIRM REG. #F-10308

BID TAB				Smith Contracting		Smith Paving		Alpha Paving		Aaron Concrete		Patin Construction	
				Addendum	X	Addendum	X	Addendum	X	Addendum	X	Addendum	X
				Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X
				Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Total Mobilization Payment, complete in place,	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00
2	Capital Improvement Sign, complete in place,	1	EA	\$ 700.00	\$ 700.00	\$ 1,600.00	\$ 1,600.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00
3	Barricades, Signs & Traffic Handling, complete in place,	3	MO	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,800.00	\$ 5,400.00	\$ 2,500.00	\$ 7,500.00
4	Silt Fence for Erosion Control, complete in place,	563	LF	\$ 2.00	\$ 1,126.00	\$ 3.50	\$ 1,970.50	\$ 3.00	\$ 1,689.00	\$ 3.00	\$ 1,689.00	\$ 5.00	\$ 2,815.00
5	Curb Inlet Protection, complete in place,	5	EA	\$ 70.00	\$ 350.00	\$ 275.00	\$ 1,375.00	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00
6	Erosion Blanket, Curlex II or approved equal, complete in place,	1,028	SY	\$ 1.25	\$ 1,285.00	\$ 2.50	\$ 2,570.00	\$ 2.00	\$ 2,056.00	\$ 1.70	\$ 1,747.60	\$ 5.00	\$ 5,140.00
7	Non-Native Seeding for Erosion Control & Watering, complete in place,	1,028	SY	\$ 1.00	\$ 1,028.00	\$ 5.00	\$ 5,140.00	\$ 2.00	\$ 2,056.00	\$ 1.00	\$ 1,028.00	\$ 1.00	\$ 1,028.00
8	Unclassified Street Excavation, complete in place,	875	CY	\$ 35.00	\$ 30,625.00	\$ 41.00	\$ 35,875.00	\$ 40.00	\$ 35,000.00	\$ 45.00	\$ 39,375.00	\$ 100.00	\$ 87,500.00
9	HMAC Base Course (Type B), complete in place,	496	TON	\$ 95.00	\$ 47,120.00	\$ 90.00	\$ 44,640.00	\$ 105.00	\$ 52,080.00	\$ 135.00	\$ 66,960.00	\$ 140.00	\$ 69,440.00
10	HMAC Surface Course (Type C), complete in place,	172	TON	\$ 120.00	\$ 20,640.00	\$ 135.00	\$ 23,220.00	\$ 140.00	\$ 24,080.00	\$ 135.00	\$ 23,220.00	\$ 180.00	\$ 30,960.00
11	4" Top Soil, complete in place	1,028	SY	\$ 3.00	\$ 3,084.00	\$ 3.90	\$ 4,009.20	\$ 2.50	\$ 2,570.00	\$ 7.00	\$ 7,196.00	\$ 5.00	\$ 5,140.00
12	6" P.C. Concrete Driveway (High Early Strength), complete in place,	3,497	SF	\$ 8.00	\$ 27,976.00	\$ 8.90	\$ 31,123.30	\$ 9.00	\$ 31,473.00	\$ 15.00	\$ 52,455.00	\$ 15.00	\$ 52,455.00
13	P.C. Concrete Curb & Gutter, (Method A), complete in place,	768	LF	\$ 15.00	\$ 11,520.00	\$ 26.00	\$ 19,968.00	\$ 20.00	\$ 15,360.00	\$ 20.00	\$ 15,360.00	\$ 40.00	\$ 30,720.00
14	P.C. Concrete Sidewalk, (4" Thick), complete in place,	2,750	SF	\$ 5.50	\$ 15,125.00	\$ 7.00	\$ 19,250.00	\$ 5.00	\$ 13,750.00	\$ 7.00	\$ 19,250.00	\$ 12.50	\$ 34,375.00
15	P.C. Concrete Curb Ramp, (Type 7), complete in place,	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00
16	P.C. Concrete Curb Ramp, (Type 10), complete in place,	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
17	Pipe, 18" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	12	LF	\$ 250.00	\$ 3,000.00	\$ 280.00	\$ 3,360.00	\$ 150.00	\$ 1,800.00	\$ 45.00	\$ 540.00	\$ 250.00	\$ 3,000.00
18	Traffic Rated Type Pull Box & Adjustments to Finish Grade (All Types), complete in place,	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 2,900.00	\$ 5,800.00	\$ 7,000.00	\$ 14,000.00	\$ 8,000.00	\$ 16,000.00	\$ 1,250.00	\$ 2,500.00
19	Traffic Signs,including all appurtenances, complete in place,	2	EA	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 770.00	\$ 1,540.00
20	Thermoplastic Pavement Marking, (WHT)(SLD)(4")(Type 2), complete in place,	94	LF	\$ 1.10	\$ 103.40	\$ 5.00	\$ 470.00	\$ 3.00	\$ 282.00	\$ 6.00	\$ 564.00	\$ 4.00	\$ 376.00

Project: North Mays Right Turn Lane at Meridian School
Description: Street Improvements
Owner: City of Round Rock
Job Number: 010-019
Bid Date: May 9th, 2017
Project Location: Round Rock, Williamson County, Texas



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM REG. #F-10308

BID TAB				Smith Contracting		Smith Paving		Alpha Paving		Aaron Concrete		Patin Construction	
				Addendum	X	Addendum	X	Addendum	X	Addendum	X	Addendum	X
				Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X
				Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
21	Thermoplastic Pavement Marking, (YL)(SLD)(4")(Type 2), complete in place,	94	LF	\$ 1.10	\$ 103.40	\$ 5.00	\$ 470.00	\$ 3.00	\$ 282.00	\$ 6.00	\$ 564.00	\$ 4.00	\$ 376.00
22	Thermoplastic Pavement Marking, (WHT)(SLD)(8")(Type 1), complete in place,	434	LF	\$ 2.20	\$ 954.80	\$ 4.50	\$ 1,953.00	\$ 5.00	\$ 2,170.00	\$ 12.00	\$ 5,208.00	\$ 7.00	\$ 3,038.00
23	Raised Pavement Markings, (Type I-C), complete in place,	23	EA	\$ 9.00	\$ 207.00	\$ 12.00	\$ 276.00	\$ 12.00	\$ 276.00	\$ 6.00	\$ 138.00	\$ 15.00	\$ 345.00
24	Thermoplastic Pavement Marking, (WHT)(SLD)(24")(Type 1), complete in place,	12	LF	\$ 9.00	\$ 108.00	\$ 30.00	\$ 360.00	\$ 12.00	\$ 144.00	\$ 35.00	\$ 420.00	\$ 15.00	\$ 180.00
25	Thermoplastic Pavement Marking, (WHT)(SLD)(Arrow)(Type 1), complete in place,	5	EA	\$ 114.00	\$ 570.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 170.00	\$ 850.00	\$ 400.00	\$ 2,000.00
26	Thermoplastic Pavement Marking, (WHT)(SLD)(Word)(Type 1), complete in place,	2	EA	\$ 135.00	\$ 270.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 230.00	\$ 460.00	\$ 500.00	\$ 1,000.00
27	Embankment, complete in place,	50	CY	\$ 35.00	\$ 1,750.00	\$ 120.00	\$ 6,000.00	\$ 56.00	\$ 2,800.00	\$ 45.00	\$ 2,250.00	\$ 100.00	\$ 5,000.00
28	Preparing of Right of Way, complete in place,	5.96	STA	\$ 3,500.00	\$ 20,860.00	\$ 3,000.00	\$ 17,880.00	\$ 5,000.00	\$ 29,800.00	\$ 5,500.00	\$ 32,780.00	\$ 850.00	\$ 5,066.00
29	2" PVC Conduit (SCH 40), complete in place,	77	LF	\$ 70.00	\$ 5,390.00	\$ 50.00	\$ 3,850.00	\$ 75.00	\$ 5,775.00	\$ 85.00	\$ 6,545.00	\$ 100.00	\$ 7,700.00
30	30" Drilled Shaft, complete in place,	10	LF	\$ 420.00	\$ 4,200.00	\$ 200.00	\$ 2,000.00	\$ 450.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00
31	10' Standard Curb Inlet, complete in place,	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 7,700.00	\$ 7,700.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
32	Trench Safety, complete in place,	12	LF	\$ 2.00	\$ 24.00	\$ 100.00	\$ 1,200.00	\$ 80.00	\$ 960.00	\$ 160.00	\$ 1,920.00	\$ 100.00	\$ 1,200.00
33	3:1 Concrete Headwall, complete in place,	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00
34	Removal and Reinstallation, Landscaping and Irrigation, complete in place.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
Total BASE Bid Amount (Base Bid Items 1 thru 34)				\$ 249,819.60		\$ 288,560.00		\$ 288,903.00		\$ 359,369.60		\$ 405,394.00	

Engineer's Estimate: \$ 224,340.48



09 May 17



WAELTZ & PRETE, INC.

CIVIL ENGINEERS

May 9, 2017

Mr. Gary Hudder
Transportation Director
City of Round Rock
221 E. Main Street
Round Rock, TX 78664

Re: North Mays Right Turn Lane at Meridian School

Dear Mr. Hudder,

As you are aware, bids were received on May 9, 2017 for the above referenced project. A total of five (5) bids were received, with Smith Contracting Company of Austin, Texas submitting the lowest bid in the amount of \$249,819.60.

Smith Contracting Company has completed many public works projects in the Central Texas area. Based upon our personal knowledge, past performance, and submission of the lowest and best bid, we recommend award to Smith Contracting Company in the amount of \$249,819.60.

If you have any questions or comments regarding this matter, please do not hesitate to call.

Sincerely,

Antonio A. Prete, P.E.
Principal



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:
2017-210445

Date Filed:
05/19/2017

Date Acknowledged:

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

MA Smith Contracting Co., Inc.
Austin, TX United States

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

City of Round Rock, 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.

North Mays Right Turn Lane
North Mays Right Turn Lane at Meridian School

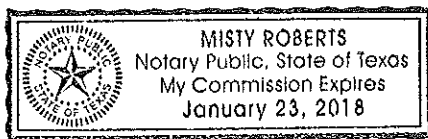
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marvia Rayland, this the 19 day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Misty Roberts
Printed name of officer administering oath

Admin
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: I.9

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with United Parcel Service regarding the construction of certain roadway and waterline improvements servicing the Roundville Lane Development.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2017-4492

For the purposes of the Development Agreement between the CORR and UPS, the "Road Project" shall be comprised of both the "UPS Road Project" and the "Roundville Lane Project". The "UPS Road Project" shall be the (i) new construction of approximately eight hundred and twenty (820) linear feet of Roundville Lane, as depicted in Exhibit "B", attached hereto, which consists of the construction of a thirty-six (36) foot (measured face-of-curb to face-of-curb), three lane concrete roadway from existing Roundville Lane to the access road of SH 45, (ii) the design and construction of two (2) right turn deceleration lanes ("Deceleration Lanes") along northbound A.W. Grimes Blvd. at Roundville Lane and along the eastbound SH 45 frontage road at the proposed Roundville Lane intersection, (iii) a traffic signal, as described in Section 6.C., below, (iv) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., (v) the design and construction of a wastewater line as described in Section 6.F, and (vi) stormwater mitigation as described in Section 6.G, all as shown on Exhibit "B".

The "Roundville Lane Project" shall be the (i) re-construction of approximately two thousand (2,000) linear feet of the existing Roundville Lane, including stormwater mitigation, which is shown in red on Exhibit "B", (ii) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., and (iii) the design and construction of a wastewater line as described in Section 6.F.

Points of Interest:

City Participation-

A. The City shall be wholly responsible for the design and construction of the Roundville Lane Project and the UPS Road Project.

B. City shall (i) design and engineer the UPS Road Project and Roundville Lane Project on or before November 30, 2017 (ii) acquire necessary land not currently owned by UPS and right-of-way on or before December 31, 2017 (iii) commence construction of the Road Project by December 31, 2017, and (iv) substantially complete construction by September 30, 2018.

UPS Participation-

A. UPS agrees to (i) convey to the City certain right-of-way by special warranty deed (in the form annexed hereto as Exhibit "D") consisting of approximately 1.1003 acres of land as shaded in red on Exhibit "E" annexed hereto, and (ii) (a) reimburse the City for the cost of certain right-of-way

as shaded in orange and labeled "INSET "A" PARCEL #1" on Exhibit "F", as well as the area labeled "INSET "B" PARCEL #2" as shaded in orange on Exhibit "G".

B. UPS agrees to be solely responsible for 100% of the UPS Road Project Costs, including design and construction costs, but only to the extent of the outline costs set forth in Exhibit I that are chargeable to UPS as UPS Road Project Costs.

C. UPS will be responsible for paying a 20.3% pro rata share of a traffic signal at the intersection of A.W. Grimes Blvd. and Roundville Lane, up to and no more than \$60,900.00

D. UPS will be responsible for 100% of the costs for a waterline down the Roundville Lane ROW to the edge of the UPS property line.

E. UPS at its sole option, may elect to construct an additional waterline for added capacity. UPS will be responsible for 100% of all design and construction costs associated with the additional waterline.

F. Concurrent with the other work, the City will install a wastewater line down a portion of Roundville Lane as shown in Exhibit B. UPS has agreed to contribute to the cost of the wastewater line installation in the amount of \$83,000.00, which does not include costs associated with connecting to CORR infrastructure.

Total estimated costs are:

Construction Estimate-\$3.8 Million

Design - \$578,763.25 (including most recent Supplemental#2, which adds the WW/WL to the project)

--Road - \$2.7 Million

--WW/WL - \$1.1 Million

The Transportation, Utilities, and Development Services all recommend entering into this Development Agreement.

RESOLUTION NO. R-2017-4492

WHEREAS, United Parcel Service, Inc. (“UPS”) has announced the location of a new distribution warehouse within the City limits; and

WHEREAS, the City of Round Rock (“City”) and UPS desire to cooperate in the construction of certain roadway and waterline improvements (“Improvements”) servicing the Roundville Lane Development; and

WHEREAS, the City and UPS desire to enter into a Development Agreement to outline each party’s duties and obligations in regards to the development, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Development Agreement, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of June, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROUND ROCK, TEXAS AND UNITED PARCEL SERVICE

This Development Agreement is made and entered into this ____ day of _____, 2017, by and between the City of Round Rock, Texas (the "City" or "CORR"), a political subdivision of the State of Texas, and United Parcel Service, Inc., an Ohio corporation ("UPS").

WHEREAS, UPS has announced the location of a new distribution warehouse within the City limits; and

WHEREAS, the City and UPS desire to cooperate in the construction of certain roadway and waterline improvements ("Improvements") servicing the Development; and

WHEREAS, the purpose of this Agreement is to outline each party's duties and obligations;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I.

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further determined that both parties have authorized and approved this Agreement, and that this Agreement will be in full force and effect when executed by each party.

2. **Property Description.** The property ("Property") owned by UPS is shown on Exhibit "A", attached hereto.

3. **Project Definition.** The "Road Project" shall be comprised of both the "UPS Road Project" and the "Roundville Lane Project". The "UPS Road Project" shall be the (i) new construction of approximately eight hundred and twenty (820) linear feet of Roundville Lane, as depicted in Exhibit "B", attached hereto, which consists of the construction of a thirty-six (36) foot (measured face-of-curb to face-of-curb), three lane concrete roadway from existing Roundville Lane to the access road of SH 45, (ii) the design and construction of two (2) right turn deceleration lanes ("Deceleration Lanes") along northbound A.W. Grimes Blvd. at Roundville Lane and along the eastbound SH 45 frontage road at the proposed Roundville Lane intersection, (iii) a traffic signal, as described in Section 6.C., below, (iv) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., (v) the design and construction of a wastewater line as described in Section 6.F, and (vi) stormwater mitigation as described in Section 6.G, all as shown on Exhibit "B".

The "Roundville Lane Project" shall be the (i) re-construction of approximately two thousand (2,000) linear feet of the existing Roundville Lane, including stormwater mitigation,

which is shown in red on Exhibit "B", (ii) the design and construction of a waterline within Roundville Lane, as described in Section 6.D. and 6.E., and (iii) the design and construction of a wastewater line as described in Section 6.F.

4. **Project Costs.** "UPS Road Project" and "Roundville Lane Project" costs shall include all reasonable, competitively bid, third-party costs for the design and construction of Roundville Lane. The "UPS Road Project" costs shall be limited to the design and construction of the extension of Roundville Lane to the SH 45 access road, as shown in yellow and labeled UPS Road Project on Exhibit "B", the Deceleration Lanes, the pro-rata share of the traffic signal, the reimbursement of the City of Round Rock for the purchase of certain lands as described in Section 6.A., the waterline as provided for in Section 6.D., and the wastewater line as provided for in Section 6.F.

5. **City Participation.**

A. The City shall be wholly responsible for the design and construction of the Roundville Lane Project and the UPS Road Project.

B. Subject to force majeure, the City shall (i) design and engineer the UPS Road Project and Roundville Lane Project on or before November 30, 2017 pursuant to the initial plans as attached hereto as Exhibit C and made a part hereof; (ii) acquire such land not currently owned by UPS or its affiliate at the time of this Agreement including without limitation all necessary drainage and slope easements and right-of-way on or before December 31, 2017 (iii) commence construction of the Road Project by December 31, 2017 (iv) substantially complete construction by September 30, 2018 and (v) accept such Road Project as public improvements no later than fourteen (14) days after final punch-list items are completed. Time is of the essence with respect to the foregoing obligations.

C. City represents and warrants that it has obtained all necessary approvals to execute this Agreement and to commence the Roundville Lane Project and UPS Road Project.

D. City agrees, to the maximum extent allowed by law, to indemnify and hold UPS harmless from and against any and all damages, fines, expenses (including reasonable attorney's fees and consultant's fees), and claims for personal injury and/or property damage arising out of any work performed pursuant to this Agreement on UPS Property. Prior to City's and/or City's contractor's entry onto the Property, City shall provide UPS with evidence of insurance (or shall cause City's contractors to do so), including the following coverage:

(i) Comprehensive Automobile and Vehicle Liability insurance covering claims for injuries to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned and non-owned or hired vehicles, with \$3,000,000 combined single limits. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such auto and vehicle liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

(ii) Commercial General Liability insurance covering claims for injuries to members of the public or damage to property arising out of any covered negligent act or omission of City and any of its employees, agents, or subcontractors with \$3,000,000 per occurrence and in the aggregate. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as

additional insureds on such general liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

Notwithstanding the foregoing, City may self-insure the coverages specified in (i) and (ii) immediately above. In addition, City shall require City's contractors to maintain Workers' Compensation and Employers' Liability insurance as required by Texas law. City and/or City's contractors shall cause its carrier to waive all subrogation rights against UPS and UPS's affiliated and related companies.

6. UPS Participation.

A. By the execution of this Agreement, UPS or its affiliate agrees to (i) convey to the City certain right-of-way by special warranty deed (in the form annexed hereto as Exhibit "D") consisting of approximately 1.1003 acres of land as shaded in red on Exhibit "E" annexed hereto, and (ii) (a) reimburse the City for the cost of certain right-of-way to be acquired by the City located at Roundville Lane and A.W. Grimes Boulevard, consisting of approximately .0062 acres of land as shaded in orange and labeled "INSET "A" PARCEL #1" on Exhibit "F" attached hereto, and (b) reimburse the City for the cost of certain right-of-way to be acquired by the City consisting of approximately .0237 acres of land and labeled "INSET "B" PARCEL #2" as shaded in orange on Exhibit "G" annexed hereto, and UPS agrees to convey to the City certain nonexclusive temporary construction easements, in the form attached hereto as Exhibit "H", to allow the City to commence design of and complete the Road Project. The right-of-way and easements conveyed to the City shall be on an "As-Is, Where-Is, With All Faults" basis (except for the limited warranty of title in the special warranty deed and as otherwise required in the easements) and subject to all matters of record. Reimbursement shall include "settled" land value, surveying, and legal fees.

B. City agrees to cause the Road Project work to be submitted for competitive bids in compliance with the Texas competitive bidding statute but to no less than three (3) independent contractors. The lowest cost bid shall be selected. UPS agrees to be solely responsible for 100% of the UPS Road Project Costs, including design and construction costs, but only to the extent of the outline costs set forth in Exhibit I that are chargeable to UPS as UPS Road Project Costs. UPS acknowledges that final UPS Road Project costs shall be based upon actual costs and actual bid items; Exhibit I is subject to change. UPS shall not be liable for any additional costs unless UPS agrees in writing to such costs.

C. UPS will be responsible for paying a 20.3% pro rata share of a traffic signal at the intersection of A.W. Grimes Blvd. and Roundville Lane, up to and no more than \$60,900.00 which amount shall be payable upon thirty (30) days after notice from the City that such traffic signal's installation is completed and is operational.

D. UPS will be responsible for 100% of the reasonable out-of-pocket costs for a competitively bid waterline down the Roundville Lane ROW to the edge of the UPS property line. Except as stated below, the City will design and construct the waterline concurrently with the construction of the Road Project which design shall be acceptable to UPS, with UPS paying 100% of all design and construction costs associated with the construction. In the event an eight (8) inch diameter waterline is required to meet fire flow demand; CORR will reimburse at date of acceptance of the Roundville Lane Project costs associated with upsizing the line to a twelve (12)

inch diameter waterline at the standard rate established by City Ordinance. If a waterline greater than eight (8) inch is required by the UPS site for fire flow demand, then UPS will be responsible for 100% of all design and construction costs associated with the required waterline.

E. In addition to Subsection D above, UPS at its sole option, may elect to construct an additional waterline for added capacity by tying onto an existing connection on the SH 45 access road, subject to UPS acquiring all necessary TxDOT permits and easements. If the City is requested by UPS to include this waterline with the construction of the waterline noted in Subsection D, UPS will be responsible for 100% of all design and construction costs associated with the waterline.

F. Concurrent with the other work, the City will install a wastewater line down a portion of Roundville Lane as shown in Exhibit B. The City shall design and construct the wastewater line and wastewater service stub-out to the edge of the UPS property line. UPS has agreed to contribute to the cost of the wastewater line installation in the amount of \$83,000.00, which does not include costs associated with connecting to CORR infrastructure. The City will fund the remaining portion of the cost to run the wastewater line to the UPS property.

G. UPS agrees to participate in the mitigation of stormwater runoff; either through onsite detention, participation in the City's Regional Stormwater Management Program (RSMP), or other approved equivalent. If UPS, as part of the design and construction for their site, proposes to participate in the City's RSMP, UPS will be responsible for 100% of all design and construction costs associated with the storm line and drainage infrastructure included within either the UPS Road Project or the Roundville Lane Project. The cost participation amount is to be agreed upon by both the City and UPS prior to design and construction.

H. Except as otherwise provided for above, all of the above-referenced UPS participation payments shall be due and owing to the City within thirty (30) days after receipt of written notice from City that such work is substantially complete. UPS shall be responsible for 100% of all UPS Road Project Costs for change orders required and approved by UPS related to UPS participation.

I. UPS is solely responsible for ensuring that Fire Code access points are designed to meet all applicable regulatory requirements, specifically separation distances. Any access points cited within this agreement are not a guarantee of meeting any portion of the Fire Code, but the City will reasonably cooperate with UPS in identifying satisfactory Fire Code access points.

II. Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and UPS regarding any other subject or matter, and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties. This Agreement constitutes the entire understanding between the parties concerning

the subject matter. This Agreement may not be amended modified, altered or waived in whole or in part except by a subsequent writing signed by the parties sought to be bound.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party. Neither the City nor UPS waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and UPS, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Notice.** All notices shall be in writing and shall be deemed effective upon receipt by the addressee after being sent by certified or registered mail or by UPS Next Day Air to the addresses listed below:

City of Round Rock
Attn: City Manager
City Hall
221 East Main
Round Rock, Texas 78664

United Parcel Service
Real Estate Department
55 Glenlake Parkway NE
Atlanta, GA 30328
Attn: Coordinator

With a copy to-

United Parcel Service
Real Estate Department
55 Glenlake Parkway NE
Atlanta, GA 30328
Attn: Contract Administrator

9. UPS shall have no obligation under this Agreement if any necessary City-issued permits and approvals for the UPS Road Project are not obtained and this Agreement shall be deemed to be terminated and of no further force and effect if such permits and approvals have not been procured on or before _____.

-Signatures on following page-

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

UNITED PARCEL SERVICE, INC.

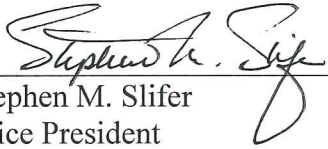
By:  _____
Stephen M. Slifer
Vice President

Exhibit A

(Property Exhibit)



LEGEND:

- UPS Property
- County Property
- Roundville Lane (City Portion)
- Roundville Lane (UPS Portion)

NOTE:
Roadway alignment is approximate
and subject to change.



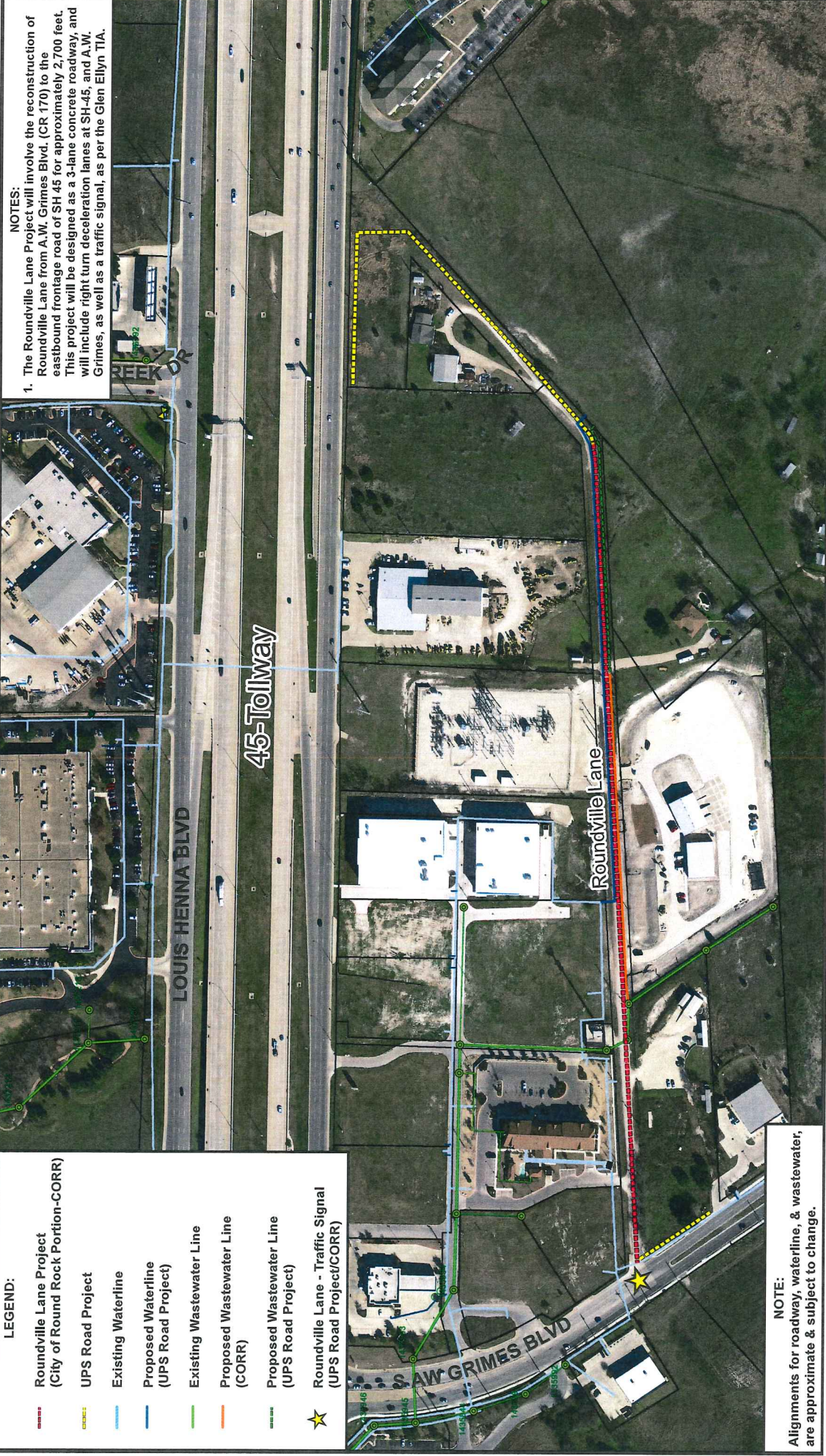
(N.T.S. - Reference Only)

Roundville Lane - Exhibit A -
Property



Exhibit B

(Project Exhibit)



LEGEND:

- Roundville Lane Project
(City of Round Rock Portion-CORR)
- UPS Road Project
- Existing Waterline
- Proposed Waterline
(UPS Road Project)
- Existing Wastewater Line
- Proposed Wastewater Line
(CORR)
- Proposed Wastewater Line
(UPS Road Project)
- Roundville Lane - Traffic Signal
(UPS Road Project/CORR)

NOTES:

1. The Roundville Lane Project will involve the reconstruction of Roundville Lane from A.W. Grimes Blvd. (CR 170) to the eastbound frontage road of SH 45 for approximately 2,700 feet. This project will be designed as a 3-lane concrete roadway, and will include right turn deceleration lanes at SH-45, and A.W. Grimes, as well as a traffic signal, as per the Glen Ellyn TIA.

NOTE:
Alignments for roadway, waterline, & wastewater,
are approximate & subject to change.



(N.T.S. - Reference Only)

Roundville Lane Project -
Exhibit B



Exhibit C

(30% Plan Set)

Exhibit D

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, the City of Round Rock, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for certain authorized public use (“Project”); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, BT-OH, LLC, a Delaware limited liability company, hereinafter referred to as “Grantor”, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ROUND ROCK, TEXAS all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND SPECIAL WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; all reservations and permitted exceptions contained in Special Warranty Deed dated July 29, 2016, recorded under County Clerks' File No. 2016069631; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes after the date of this deed, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and special warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever; and Grantor, Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and special warranty.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

GRANTOR:

BT-OH, LLC

By: _____,
_____, Vice President

Acknowledgment

State of Georgia §
County of Fulton §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, vice president of BT-OH, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Georgia

EXHIBIT "A" TO SPECIAL WARRANTY DEED

[INSERT LEGAL DESCRIPTION]

Exhibit E

(Conveyed Property)

TERRA
ASSOCIATES, INC.
CONSULTING ENGINEERS

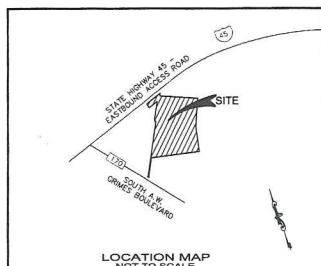
404 E. RAMSEY RD., STE. 104
ROUND ROCK, TEXAS 78216
PHONE: 210-298-1000
EMAIL: BOS@terraassoc.com

TXPE Registration No.: F-003832

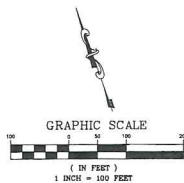


**SINCLAIR LAND
SURVEYING, INC.**
5000 NW INDUSTRIAL
LEON VALLEY, TEXAS 78238
210-341-4518
TEPLS FIRM NO.10089000
JOB NUMBER: 5-201737404
MAY 2017

OWNER:
ACREAGE: 50.535 ACRES
SURVEYOR: DANIEL B. DAVIS, RPLS
SINCERLAND LAND SURVEYING, INC.
NUMBER OF BLOCKS: 1
IF NEW STREET: 0
SUBMITTAL DATE:
PAID REVIEW DATE:
BENCHMARK:
ACREAGE BY LOT TYPE:
PATENT SURVEY: MEXICAN HUNT SURVEY ABSTRACT 3
WILLIAM BAKER SURVEY ABSTRACT 11
ENGINEER: WILLIAM SCHROED, P.E.
TERRA ASSOCIATES, INC.
NUMBER OF LOTS: 10



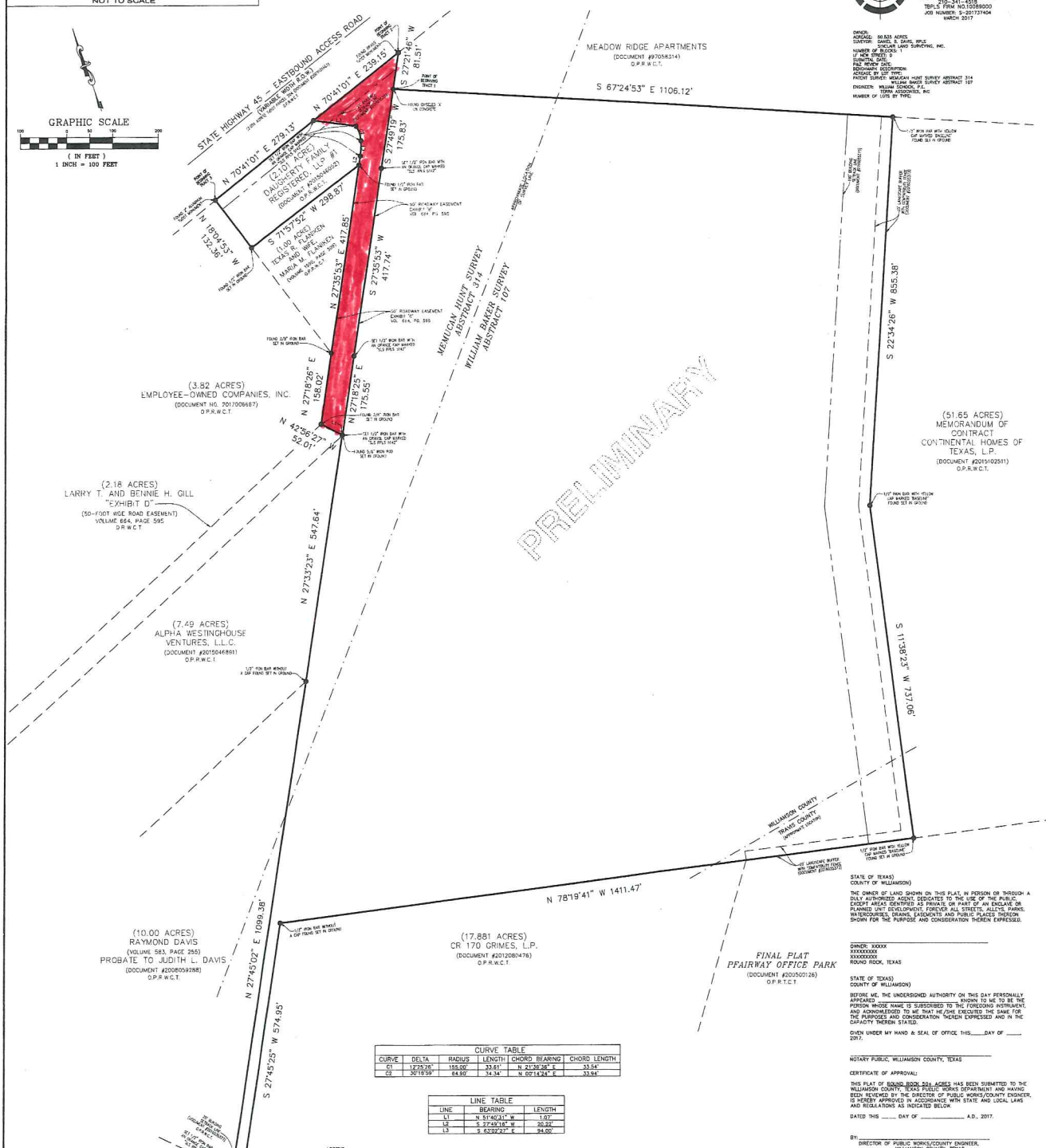
LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET



I, DANIEL B. DAVIS CERTIFY THAT THE PROPERTY BOUNDARY CLOSURES AS PER MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING CODE, AS AMENDED, SPECIFICALLY SECTIONS 663.13-663.19 WHICH INCLUDE PROVISIONS REQUIRING 1:10,000+0.10 FEET PRECISION FOR MONUMENTS FOUND OR SET WITHIN THE CORPORATE LIMITS OF ANY CITY IN TEXAS.

STATE OF TEXAS)
COUNTY OF WILLIAMSON)
I HEREBY CERTIFY THAT
STANDARDS SET FORTH
SURVEYING ACCORDING
BY: EMPLOYEES OF SINO
SUPERVISION

BY: DANIEL B. DAVIS
DANIEL B. DAVIS
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
 COUNTY OF WILLIAMSON)

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNITED DEVELOPMENT CODE, EXCEPT FOR THOSE REQUIREMENTS SET FORTH BY THE 1976 ZONING PLAN COMMISSION

WILLIAM O. SCHOCK, P.E. #58636
LICENSED PROFESSIONAL ENGINEER

LEGEND:

Δ	= DELTA ANGLE
CHD BRG	= CHORD BEARING
CHD DIST	= CHORD DISTANCE
R.O.W.	= RIGHT-OF-WAY
O.R.W.C.T.	= OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

SURVEYORS NOTES:

1. PROPERTY CORNERS ARE MONUMENTED WITH CAPED MARBLE BUS BULLS. SLIGHT VARIANCE NOTED OTHERWISE.

2. COORDINATES AND BEARINGS SHOWN ARE BASED ON THE AMERICAN DATUM OF 1983 (COORDS 1996) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH PLAINS COGNATE CO-OPERATIVE NETWORK.

3. DIMENSIONS SHOWN ARE SURFACE. SCALE FACTOR USED IS 1.00017. THE ROTATION GRID TO PLAT IS 07.00°

EDU NOTE:

THE NUMBER OF WASTEWATER EQUIPMENT DWELLING UNITS ARE 100. THERE ARE 10000 GPD OF FLOW AT THE POTABLE WATER SYSTEM UNDER THE PLANT (ISSUED BY THE C.D. SERVICE DEPARTMENT).

IMPACT FEE PAYMENT DUE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID. THE IMPACT FEES MUST BE PAID TO THE CITY OF DALLAS WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

CITY OF SLOUO ROKO SHAGRD PLAT NOTES:

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH CHAPTER 66, ZONING ORDINANCE, CITY OF SLOUO ROKO, 2010 EDITION, AND 2015 ZONING ORDINANCE AMENDMENTS.

2. SIGNMANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 28, SUBORDINATING CODE OF ORDINANCES, CITY OF SLOUO ROKO, 2010 EDITION.

3. A NEW 10' (10.0') PLUS AND MINUS SIDEWALK EXISTING ALONG AND ADJACENT TO THE STREET SHOWN PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY.

4. A FIFTY-FOOT (50.0') PLUS AND MINUS 10' (10.0') SIDEWALK EXISTING ALONG AND ADJACENT TO THE STREET SHOWN PROPERTY LINE IS HEREBY CONVEYED FOR ALL LOTS ADJACENT TO THE STREET.

5. THE SUBJECT TRACT IS LOCATED ENTIRELY WITHIN UNIMPAVED ZONE "V" (AREAS DETERMINED TO BE OUTSIDE THE 6.2% ANNUAL CHANCE FLOODPLAIN) AND SHOWN AS UNIMPAVED ZONE "V" (AREAS DETERMINED TO BE OUTSIDE THE 6.2% ANNUAL CHANCE FLOODPLAIN) MAP REVISED SEPTEMBER 28, 2008.

6. THIS PLAN CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SLOUO ROKO, 2010 EDITION.

7. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCES OR STONES, SHALL NOT BE PERMITTED IN ANY DAMAGE DANGEROUS PERSONS HARMED.

DWNER: XXXXXX
XXXXXXX
XXXXXXX
ROUND ROCK, TEXAS

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY
APPEARED _____, KNOWN TO ME TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR
THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE
CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND & SEAL OF OFFICE THIS _____ DAY OF _____
2017.

NOTARY PUBLIC, WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF APPROVAL:

THIS PLAT OF BONDED ROAD NO. 2 ACRES HAS BEEN SUBMITTED TO THE CITY OF WILLIAMSON, TEXAS PUBLIC WORKS DEPARTMENT AND HAVING BEEN REVIEWED BY THE DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER AND IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS AS INDICATED BELOW.

DATED THIS _____ DAY OF _____ A.D. 2017.

By: _____
DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER,
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS PLAT OF _____ HAS BEEN SUBMITTED TO THE CITY OF _____, _____ TEXAS, AND HAVING BEEN REVIEWED BY THE DIRECTOR OF PUBLIC WORKS/COUNTY ENGINEER, IT IS HEREBY APPROVED IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS, AND/OR WHERE CONSIDERING EASEMENTS HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____ A.D. 2017.

BY _____
DIRECTOR OF DEVELOPMENT SERVICES DEPARTMENT
STATE OF TEXAS
COUNTY OF WILLIAMSON)
I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY
CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON
_____ DAY OF _____, A.D. 2017 AT _____ M., AND DULY
RECORDED THE _____ DAY OF _____, A.D. 2017 AT _____ M.,
IN THE RECORDS OF _____ AND _____ OF SAID COUNTY, IN BOOK
VOLUME _____ ON PAGE(S) _____
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
THIS _____ DAY OF _____, A.D. 2017.

Exhibit F

(Property Reimbursement - Parcel #1)



Exhibit G

(Property Reimbursement - Parcel #2)

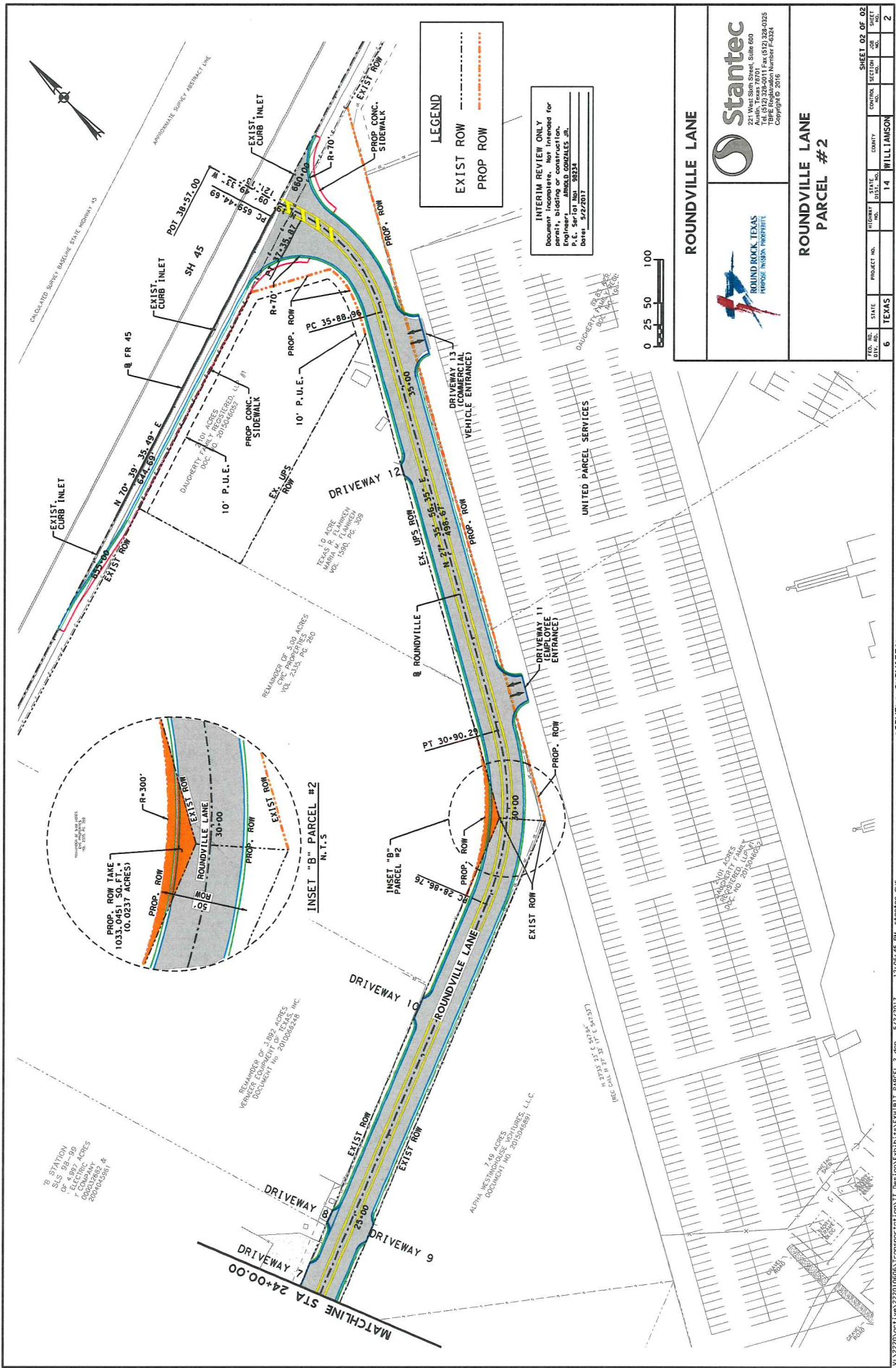


Exhibit H

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That BT-OH, LLC, a Delaware limited liability company, whose address is 55 Glenlake Parkway NE, Atlanta, GA, 30328, Attn: Real Estate Department, and its successors and assigns, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as "Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT unto Grantee a temporary construction easement to construct, install, operate, maintain, inspect, reconstruct, rebuild, repair, and remove improvements to the roadway known as Roundville Lane (the "Roadway"), which is adjacent to the temporary construction easement, and any necessary accessories, or operations thereto, in, upon, over, under, above and across the following described property:

Being a _____ square feet tract of land situated in the Memucan Hunt Survey, Abstract No. 314, in Williamson County, Texas and being a portion of _____, _____, _____, a _____ of Williamson County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

The easement, rights and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting rights within the area covered by this grant without the consent of Grantee. Grantor, however, shall take commercially reasonable safeguards to protect the integrity of Grantee's rights of ingress and egress. Except as set forth below, neither Grantor nor Grantee may amend, release, or modify this easement without the express written consent of Grantor and the City of Round Rock, Texas. As required by this paragraph, express written consent of City of Round Rock, Texas shall be requested in writing by certified mail, return receipt requested to: (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664 and (2) Planning Director at 301 West Bagdad, Suite 210, Round Rock, Texas 78664.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction of the Roadway; all upon the condition that upon completion of construction of the Roadway, Grantee shall repair and restore the surface of said premises as nearly as is reasonably possible to the condition which the same was in before the work was undertaken.

This Temporary Construction Easement granted herein will automatically terminate and be of no further force or effect at the earlier of the completion of the construction of the Roadway, or _____ months which shall commence on the date the granting of this easement is evidenced by recordation. The term of this Temporary Construction Easement may be extended for an additional period of _____

months if Grantee is unable, after reasonable diligence and effort, to complete the planned improvements to the Roadway during such timeframe. Grantee must provide written notice to Grantor at least sixty (60) days prior to the end of the first _____ months that Grantee must extend the term for an additional period of _____ months. At such time as the Temporary Construction Easement terminates, all rights included herein shall revert to the Grantor and Grantor's successors and assigns, and the land covered thereby shall be free and clear of the Temporary Construction Easement.

Grantee hereby covenants and agrees:

(a) City agrees, to the maximum extent allowed by law, to indemnify and hold UPS harmless from and against any and all damages, fines, expenses (including reasonable attorney's fees and consultant's fees), and claims for personal injury and/or property damage arising out of any work performed pursuant to this Agreement on UPS Property. Prior to City's and/or City's contractor's entry onto the Property, City shall provide UPS with evidence of insurance (or shall cause City's contractors to do so), including the following coverage:

(i) Comprehensive Automobile and Vehicle Liability insurance covering claims for injuries to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned and non-owned or hired vehicles, with \$3,000,000 combined single limits. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such auto and vehicle liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

(ii) Commercial General Liability insurance covering claims for injuries to members of the public or damage to property arising out of any covered negligent act or omission of City and any of its employees, agents, or subcontractors with \$3,000,000 per occurrence and in the aggregate. UPS and BT-OH, LLC, a Delaware limited liability company, shall be named as additional insureds on such general liability policy and City and/or City's contractors shall provide satisfactory evidence to UPS of such additional insured status.

Notwithstanding the foregoing, City may self-insure the coverages specified in (i) and (ii) immediately above. In addition, City shall require City's contractors to maintain Workers' Compensation and Employers' Liability insurance as required by Texas law. City and/or City's contractors shall cause its carrier to waive all subrogation rights against UPS and UPS's affiliated and related companies.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ____ day of _____, 2017.

GRANTOR:

BT-OH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Exhibit I

(Engineer's Opinion of Probable Costs)



TBPE Firm No F-6324

CITY OF ROUND ROCK
Roundville Lane
30% Design

Prepared By : Arnold Gonzales Jr., P.E.
Registration No.: 98234

Preliminary Opinion of Probable Construction Cost

ROUNDVILLE LANE RECONSTRUCTION - URBAN SECTION						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	27.0	\$ 1,500.00	\$40,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	108	\$ 6.50	\$702.00
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	535	\$ 1.29	\$690.15
CORR	110	STREET EXCAVATION	CY	4,102	\$ 13.00	\$53,326.00
CORR	132	EMBANKMENT	CY	2,373	\$ 17.00	\$40,341.00
CORR	203-0	TYPE B LIME SLURRY	TON	235	\$ 169.00	\$39,741.03
CORR	203-1	LIME TREATED SUBGRADE, (8 IN. THICK)	SY	13,064	\$ 8.00	\$104,512.89
CORR	360	6 IN. CONCRETE PAVEMENT	SY	11,280	\$ 60.00	\$676,813.33
400	6001	STRUCT EXCAV (PIPE)	CY	98	\$ 10.00	\$980.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	150	\$ 10.00	\$1,500.00
465	6002	MANH (COMPL) (PRM) (48IN)	EA	6	\$ 3,700.00	\$22,200.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	12	\$ 5,000.00	\$60,000.00
466	6179	WINGWALL (PW-1) (HW=4 FT)	EA	1	\$ 7,000.00	\$7,000.00
466	6102	HEADWALL (CH-PW-0)	EA	1	\$ 5,000.00	\$5,000.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	5,362	\$ 20.00	\$107,240.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	180	\$ 6.00	\$1,080.00
CORR	433	P.C. CONCRETE DRIVEWAY	SF	4,837	\$ 6.50	\$31,440.50
CORR	508	SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	22	\$ 1,250.00	\$27,500.00
CORR	508	SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	6	\$ 2,000.00	\$12,000.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	3,630	\$ 80.00	\$290,400.00
CORR	510	RC PIPE (CL III)(24 IN)	LF	240	\$ 100.00	\$24,000.00
CORR	510	CONC BOX CULV (5'X2')	LF	236	\$ 240.00	\$56,640.00
508	6001	CONSTRUCTING DETOURS	SY	2,833	\$ 60.00	\$169,980.00
531	6010	CURB RAMPS (TY 7)	EA	2	\$ 1,500.00	\$3,000.00
CORR	604	NATIVE SEEDING FOR EROSION CONTROL METHOD	SY	3,723	\$ 4.00	\$14,891.56
CORR	605	SOIL RETENTION BLANKET CLASS I; TYPE A	SY	3,723	\$ 2.50	\$9,307.22
CORR	610	PRESERVATION OF TREES AND OTHER VEGETATION	LF	200	\$ 5.00	\$1,000.00
CORR	641	STABILIZED CONSTRUCTION ENTRANCE	SY	100	\$ 20.00	\$2,000.00
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	5,400	\$ 5.00	\$27,000.00
662	6069	WK ZN PAV MRK REMOV (W) 8" (DOT)	LF	135	\$ 1.00	\$135.00
662	6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	20	\$ 6.00	\$120.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	506	\$ 1.00	\$506.00
666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	185	\$ 3.75	\$693.75
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	103	\$ 7.00	\$721.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	14	\$ 110.00	\$1,540.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	2	\$ 150.00	\$300.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	5,174	\$ 0.30	\$1,552.20
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	206	\$ 0.85	\$175.10
666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	185	\$ 1.75	\$323.75
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	103	\$ 3.50	\$360.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	14	\$ 70.00	\$980.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	2	\$ 80.00	\$160.00
666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	1,210	\$ 0.15	\$181.50
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5,647	\$ 0.20	\$1,129.40
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	5,174	\$ 0.36	\$1,862.64
666	6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	1,210	\$ 0.36	\$435.60
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	5,647	\$ 0.35	\$1,976.45
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	26	\$ 3.00	\$78.00
672	6009	REFLECTORIZED PAVEMENT MARKERS (TYPE II-A-A)	EA	137	\$ 3.00	\$411.00
CORR	803	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 2,500.00	\$15,000.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$1,859,427.57

ROUNDVILLE LANE RECONSTRUCTION -SH 45 FR						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	7.0	\$ 1,500.00	\$10,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	637	\$ 6.50	\$4,140.50
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	3,822	\$ 1.29	\$4,930.38
CORR	110	STREET EXCAVATION	CY	732	\$ 13.00	\$9,516.00
CORR	203-0	TYPE B LIME SLURRY	TON	10	\$ 169.00	\$1,690.00
CORR	203-1	LIME TREATED SUBGRADE	SY	732	\$ 8.00	\$5,856.00
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	174	\$ 60.00	\$10,440.00
310	6009	PRIME COAT (MC-30)	GAL	174	\$ 4.00	\$696.00
340	6011	D-GR HMA (SQ) TY-B PG64-22	TON	197	\$ 110.00	\$21,670.00
340	6048	D-GR HMA (SQ) (SAC-B) TY-C PG70-22	TON	56	\$ 111.00	\$6,216.00
400	6001	STRUCT EXCAV (PIPE)	CY	395	\$ 10.00	\$3,950.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	608	\$ 10.00	\$6,080.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	754	\$ 20.00	\$15,080.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	3,470	\$ 6.00	\$20,820.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	630	\$ 80.00	\$50,400.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	4	\$ 5,000.00	\$20,000.00
496	6002	REMOVE STR (INLET)	EA	3	\$ 600.00	\$1,800.00
531	6004	CURB RAMPS (TY 1)	EA	2	\$ 1,300.00	\$2,600.00
CORR	604	NATIVE SEEDING FOR EROSION CONTROL METHOD	SY	111	\$ 4.00	\$444.00
CORR	605	SOIL RETENTION BLANKET CLASS 1; TYPE A	SY	111	\$ 2.50	\$277.50
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	600	\$ 5.00	\$3,000.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	385	\$ 1.00	\$385.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	\$ 110.00	\$220.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	2	\$ 150.00	\$300.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	385	\$ 0.85	\$327.25
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	2	\$ 70.00	\$140.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	2	\$ 80.00	\$160.00
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	20	\$ 3.00	\$60.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$201,698.63

ROUNDVILLE LANE RECONSTRUCTION -A.W. GRIMES						
ITEM CODE		DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
CORR	101	PREPARING ROW	STA	3.0	\$ 1,500.00	\$4,500.00
CORR	104-0	REMOVE P.C. CONCRETE CURB AND GUTTER	LF	268.0	\$ 6.50	\$1,742.00
CORR	104-1	REMOVE P.C. CONCRETE SIDEWALKS	SF	919.0	\$ 1.29	\$1,185.51
CORR	110	STREET EXCAVATION	CY	268	\$ 13.00	\$3,484.00
CORR	132	EMBANKMENT	CY	3.00	\$ 17.00	\$51.00
CORR	203	LIME TREATED SUBGRADE	SY	264	\$ 8.00	\$2,112.00
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	154	\$ 60.00	\$9,240.00
310	6009	PRIME COAT (MC-30)	GAL	45	\$ 4.00	\$180.00
340	6120	D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	20	\$ 125.00	\$2,500.00
400	6001	STRUCT EXCAV (PIPE)	CY	156	\$ 10.00	\$1,560.00
402	6001	TRENCH EXCAVATION PROTECTION	LF	240	\$ 10.00	\$2,400.00
CORR	430	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	LF	148	\$ 20.00	\$2,960.00
CORR	432	NEW P.C. CONCRETE SIDEWALKS (5 IN)	SF	790	\$ 6.00	\$4,740.00
465	6002	MANH (COMPL) (PRM) (48IN)	EA	2	\$ 3,700.00	\$7,400.00
465	6006	JCTBOX (COMPL) (PJB)(4FTx4FT)	EA	2	\$ 4,000.00	\$8,000.00
465	6024	INLET (COMPL)(PCO)(BOTH)	EA	1	\$ 5,000.00	\$5,000.00
496	6002	REMOVE STR (INLET)	EA	1	\$ 600.00	\$600.00
CORR	510	RC PIPE (CL III)(18 IN)	LF	240	\$ 80.00	\$19,200.00
CORR	642	SILT FENCE FOR EROSION CONTROL	LF	20	\$ 5.00	\$100.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	90	\$ 1.00	\$90.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1	\$ 110.00	\$110.00
666	6078	REFL PAV MRK TY I (W) (WORD)(100ML)	EA	1	\$ 150.00	\$150.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	90	\$ 0.85	\$76.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	LF	1	\$ 70.00	\$70.00
666	6192	REFL PAV MRK TY II (W) (WORD)	LF	1	\$ 80.00	\$80.00
672	6007	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	EA	5	\$ 3.00	\$15.00
ROUNDVILLE LANE RECONSTRUCTION SUBTOTAL						\$77,546.01

TRAFFIC SIGNAL						
ITEM CODE	DESCRIPTION		UNITS	QUANTITY	UNIT COST	TOTAL COST
416	6031	DRILL SHAFT (TRF SIG POLE)(30 IN)	LF	11	\$ 125.00	\$1,375.00
416	6032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	26	\$ 150.00	\$3,900.00
618	6023	COND(PVC) (SCH 40) (2")	LF	545	\$ 12.00	\$6,540.00
618	6024	COND(PVC) (SCH 40) (2") (BORE)	LF	90	\$ 35.00	\$3,150.00
618	6029	COND(PVC)(SCH 40)(3")	LF	665	\$ 20.00	\$13,300.00
618	6030	COND(PVC)(SCH 40)(3") (BORE)	LF	180	\$ 40.00	\$7,200.00
618	6033	COND(PVC)(SCH 40)(4")	LF	40	\$ 15.00	\$600.00
620	6007	ELEC CONDR (NO 8) BARE	LF	1,465	\$ 0.90	\$1,318.50
620	6008	ELEC CONDR (NO 8) INSULATED	LF	1,146	\$ 0.90	\$1,031.40
620	6009	ELEC CONDR (NO 6) BARE	LF	115	\$ 1.00	\$115.00
620	6010	ELEC CONDR (NO 6) INSULATED	LF	65	\$ 1.20	\$78.00
624	6010	GROUND BOX TY D(162922) W/ APRON	EA	4	\$ 1,000.00	\$4,000.00
636	6001	ALUMINUM SIGNS (TY A)	SF	26	\$ 35.00	\$892.50
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$ 15,000.00	\$15,000.00
682	6001	VEH SIG SEC (12") LED (GRN)	EA	6	\$ 290.00	\$1,740.00
682	6002	VEH SIG SEC (12") LED (GRN ARW)	EA	1	\$ 290.00	\$290.00
682	6003	VEH SIG SEC (12") LED (YEL)	EA	6	\$ 290.00	\$1,740.00
682	6004	VEH SIG SEC (12") LED (YEL ARW)	EA	1	\$ 290.00	\$290.00
682	6005	VEH SIG SEC (12") LED (RED)	EA	6	\$ 290.00	\$1,740.00
682	6006	VEH SIG SEC (12") LED (RED ARW)	EA	1	\$ 290.00	\$290.00
682	6023	BACK PLATE (12") (3 SEC)	EA	6	\$ 70.00	\$420.00
682	6024	BACK PLATE (12") (4 SEC)	EA	1	\$ 80.00	\$80.00
684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	254	\$ 1.20	\$304.80
684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	603	\$ 1.45	\$874.35
684	6046	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	505	\$ 3.25	\$1,641.25
684	6049	TRF SIG CBL (TY A) (16 AWG) (3 CONDR)	LF	1,069	\$ 1.05	\$1,122.45
686	6029	INS TRF SIG PL AM (S) 1 ARM (28')	EA	1	\$ 5,700.00	\$5,700.00
686	6035	INS TRF SIG PL AM (S) 1 ARM (32')(LUM)	EA	1	\$ 6,200.00	\$6,200.00
686	6047	INS TRF SIG PL AM (S) 1 ARM (44')(LUM)	EA	1	\$ 8,000.00	\$8,000.00
687	6001	PED POLE ASSEMBLY	EA	2	\$ 2,300.00	\$4,600.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$ 750.00	\$1,500.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,250.00	\$3,250.00
6002	6001	VIVDS PROCESSOR SYSTEM	EA	1	\$ 5,000.00	\$5,000.00
6002	6002	VIVDS CAMERA ASSEMBLY	EA	4	\$ 1,200.00	\$4,800.00
6002	6003	VIVDS SET-UP SYSTEM	EA	1	\$ 750.00	\$750.00
6002	6005	VIVDS COMMUNICATION CABLE(COAXIAL)	LF	1,069	\$ 2.50	\$2,672.50
NO BID NUMBERS AVAILABLE		ETHERNET CABLE CAT F (FOR RADIO)	LF	79		\$0.00
		TITAN INTEGRATED BROADBAND 2/5.8 GHX RADIO	EA	1		\$0.00
		BROADBAND ANTENNA	EA	1		\$0.00
		OPTICOM DETECTOR-GTT MODEL 722	EA	2		\$0.00
		OPTICOM PHASE SELECTOR-GTT MODEL 764	EA	1		\$0.00
		OPTICOM CARD RACK-GTT MODEL 760	EA	1		\$0.00
		OPTICOM CABLE-GTT MODEL 138	LF	169		\$0.00
		AXIS NETWORK PTX CAMAERA	EA	1		\$0.00
		ETHERNET CABLE CAT 6 (FOR PTZ)	LF	134		\$0.00
		CONNET ETHERNET SWITCH	EA	1		\$0.00
		ITERIS EDGE CONNECT CARD	EA	1		\$0.00
TRAFFIC SIGNAL SUBTOTAL						\$111,505.75
PROJECT TOTAL						\$2,250,177.96
MOBILIZATION (10%)						\$223,517.80
CONTINGENCY (10%)						\$225,017.80
TOTAL						\$2,698,713.55

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:
2017-215640

Date Filed:
05/30/2017

Date Acknowledged:

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

United Parcel Service, Inc., an Ohio corporation
Atlanta, GA 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.

Roundville Lane Project
Road Construction and Utilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Peretz, Richard N. (Director)	Atlanta, GA United States	X	
	Brothers, Jr., Norman M. (Director)	Atlanta, GA United States	X	
	Abney, David P. (Director)	Atlanta, GA United States	X	
	UPS Worldwide Forwarding, Inc., a Delaware corporation	Atlanta, GA United States	X	
	United Parcel Service of America, Inc., a Delaware corp.	Atlanta, GA United States	X	
	United Parcel Service, Inc., a Delaware corporation	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIRM

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

UNITED PARCEL SERVICE, INC., an Ohio corporation

By: Ryan C. Swift Assistant Secretary
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said RYAN C. SWIFT, this the 31ST day of MAY, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider the appointment of a Mayor Pro-Tem.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4494



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider one (1) appointment of an Associate Municipal Judge to fill an expired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4499



City of Round Rock

Agenda Item Summary

Agenda Number: J.3

Title: Consider four (4) appointments to the Planning and Zoning Commission/Capital Improvements Advisory Committee to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4495



City of Round Rock

Agenda Item Summary

Agenda Number: J.4

Title: Consider one (1) appointment of an Ad-Hoc member to the Capital Improvements Advisory Committee fill an expired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4498



City of Round Rock

Agenda Item Summary

Agenda Number: J.5

Title: Consider three (3) appointments to the Historic Preservation Commission to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4496



City of Round Rock

Agenda Item Summary

Agenda Number: J.6

Title: Consider two (2) regular member appointments and two (2) alternate member appointments to the Zoning Board of Adjustment to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4497



City of Round Rock

Agenda Item Summary

Agenda Number: J.7

Title: Consider the confirmation of the City Manager's appointment to the Civil Service Commission to fill an expired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Appointment Letter

Department: City Clerk's Office

Text of Legislative File 2017-4500



Mayor
Alan McGraw

Mayor Pro-Tem
Craig Morgan

Councilmembers
Rene Flores
Frank Leffingwell
Will Peckham
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

May 30, 2017

Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Dear Mayor and Council:

In accordance with Section 143.006 of the Texas Local Government Code, I have re-appointed Gisele Schaefer to another a three-year term on the Civil Service Commission, which will expire in June 2020.

Ms. Schaefer meets the criteria of Section 143.006: good moral character, U.S. citizen, resident for more than 3 years, over 25 years old and has not held public office in the last 3 years.

Sincerely,

Laurie Hadley
City Manager



City of Round Rock

Agenda Item Summary

Agenda Number: J.8

Title: Consider the appointment of a Council Director and Citizen Director to the Brushy Creek Regional Utility Authority (BCRUA).

Type: Appointment

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4501



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the value and possible sale of real property, to wit: 15.05 acres of land adjacent to Chisholm Trail Road.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4521



City of Round Rock

Agenda Item Summary

Agenda Number: L.2

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Streets, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4522



City of Round Rock

Agenda Item Summary

Agenda Number: L.3

Title: Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 6/8/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4523