



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Will Peckham, Mayor Pro-Tem, Place 4
Tammy Young, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Writ Baese, Place 5
Vacant, Place 6

Thursday, November 9, 2017

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 6:00 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. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2017-4964](#) [Consider a special presentation from Penny and Lilly Wood regarding the money they raised for Hurricane Harvey victims.](#)

E.2 [2017-4905](#) [Consider a presentation recognizing the 2017 Local Legend Award recipients.](#)

F. CONSENT AGENDA:

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

F.1 [2017-4940](#) [Consider approval of the minutes for the October 26, 2017 City Council meeting.](#)

F.2 [2017-4835](#) [Consider an ordinance amending Chapter 44, Sections 44-30 and 44-35, Code of Ordinances \(2010 Edition\), regarding connection and transfer fees. \(Second Reading\)](#)

G. RESOLUTIONS:

- G.1 [2017-4965](#) [Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with M4 Greenlawn, LLC regarding the development of 65.452 acres of land south of SH45 and north of Greenlawn Blvd.](#)
- G.2 [2017-4929](#) [Consider a resolution authorizing the Mayor to execute a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development related to the Community Development Block Grant \(CDBG\) Funds for Program Year 2017-2018.](#)
- G.3 [2017-4963](#) [Consider a resolution authorizing the Mayor to execute an Election Services Contract with Williamson County for the December 16, 2017 Special Election.](#)
- G.4 [2017-4939](#) [Consider a resolution approving the FY 2017/2018 Self-Funded Health Insurance Budget.](#)
- G.5 [2017-4944](#) [Consider a resolution to add an addendum to Resolution No. 2017-4700 which authorized the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \\$200,000.](#)
- G.6 [2017-4894](#) [Consider a resolution authorizing the Mayor to execute an Agreement with David Walther for transportation operations consulting services.](#)
- G.7 [2017-4928](#) [Consider a resolution approving the Discount Pass Program Policy for transit services.](#)
- G.8 [2017-4938](#) [Consider a resolution authorizing the Mayor to execute a Contract with Lone Star Paving for the 2017 Street Maintenance Program Seal Coat / Chip Seal - Downtown Area Project.](#)
- G.9 [2017-4923](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to GE Industrial Solutions for the purchase and installation of new circuit breakers for the Water Treatment Plant](#)
- G.10 [2017-4943](#) [Consider a resolution authorizing the Mayor to execute a Contract with Whitestone Civil Construction, LLC for the Greenlawn Wastewater Extension Project.](#)
- G.11 [2017-4931](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for the renovation of golf course features at the Forest Creek Golf Club.](#)
- G.12 [2017-4932](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for irrigation renovation at the Forest Creek Golf Club.](#)
- G.13 [2017-4933](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for bridge repair and replacements at the Forest Creek Golf Club.](#)

- G.14 [2017-4934](#) [Consider a resolution authorizing the City Manager to issue a purchase order with Professional Turf Products, L.P. for irrigation materials for the Forest Creek Golf Club Renovation Project.](#)

H. APPOINTMENTS:

- H.1 [2017-4945](#) [Consider four \(4\) appointments to the Round Rock Transportation and Economic Development Corporation to fill expired terms.](#)
- H.2 [2017-4946](#) [Consider four \(4\) appointments to the Ethics Review Commission to fill expired terms and one \(1\) appointment to fill an unexpired term.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. 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 3rd day of November 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 a special presentation from Penny and Lilly Wood regarding the money they raised for Hurricane Harvey victims.

Type: Presentation

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4964



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a presentation recognizing the 2017 Local Legend Award recipients.

Type: Presentation

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Brad Wiseman, Planning and Development

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File 2017-4905

The Historic Preservation Commission (HPC) created the Local Legend Award in 1990 and announced the first recipients the following year. The Local Legend Award recognizes individuals, families, businesses, groups, publications or organizations that have had a positive and lasting impact on the culture, development and history of Round Rock. Award recipients are selected based on the following criteria:

- Importance to the City's founding or growth;
- Association with an historic place or event;
- Impact of service to the community's history, development or culture;
- Achievements that have brought honor and distinction to the City of Round Rock.

For the past several years, recipients have been selected by an HPC-appointed citizen committee. This year, the Committee included Kami Barron, Jesus Franco, Jennifer Henderson, Rufus Honeycutt, Dale Ricklefs, Audrey Simmons, and Tina Steiner. The Committee's selections were affirmed by the Historic Preservation Commission at their September 12, 2017 work session. Recipients of the Local Legend Award receive a certificate, are honored by the City Council, and their names are added to a perpetual plaque which includes all previous winners. HPC Chairperson Pamela Anderson will present the awards at the meeting to this year's recipients.



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the October 26, 2017 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 102617 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2017-4940



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, October 26, 2017

CALL REGULAR SESSION TO ORDER – 6:00 P.M.

The Round Rock City Council met in regular session on October 26, 2017 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:01pm.

ROLL CALL

Present: 6 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Mayor Pro-Tem Will Peckham
Councilmember Writ Baese

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan, along with Ben Smith of Troop 562 and Bryce Givens with Troop 89, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

CONSENT AGENDA:

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

A motion was made by Mayor Pro-Tem Peckham seconded by Councilmember Leffingwell that this was approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

- E.1** [2017-4883](#) Consider approval of the minutes for the October 12, 2017 City Council meeting.
This item was approved on the Consent Agenda.
- E.2** [2017-4857](#) Consider a resolution authorizing the Mayor to execute a Lease Agreement with North Park at Old Settlers, LTD. for rental of the warehouse/training premises at 2601 E. Old Settlers Boulevard, Building 100.
This item was approved on the Consent Agenda.
- E.3** [2017-4877](#) Consider a resolution authorizing the Mayor to execute an Annual Services Agreement for dispatch equipment with Motorola Solutions, Inc.
This item was approved on the Consent Agenda.
- E.4** [2017-4885](#) Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the Capital Area Emergency Communications District (CAECD) for Public Safety Answering Point Maintenance, Equipment, and Training for FY2018.
This item was approved on the Consent Agenda.

RESOLUTIONS:

- F.1** [2017-4891](#) Consider a resolution calling a Special Election to be held on Saturday, December 16, 2017 for the purpose of filling a vacancy for Councilmember Place Six.
Sara White, City Clerk made the staff presentation.
A motion was made by Councilmember Young, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:
- Aye:** 6 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Leffingwell
 Mayor Pro-Tem Peckham
 Councilmember Baese
- Nay:** 0
- Absent:** 0

F.2 [2017-4889](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with CAPCOG for a satellite basic peace officer course.

Willie Richards, Assistant Police Chief made the staff presentation.

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

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

Nay: 0

Absent: 0

F.3 [2017-4854](#)

Consider a resolution authorizing the Mayor to execute an Alternative Standards Agreement with Michael Joseph pursuant to Section 36-123 of the Subdivision Code regarding a non-residential lot near the intersection of McNeil Road and S. IH-35.

Brad Wiseman, Planning and Development Services Director made the staff presentation.

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

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

Nay: 0

Absent: 0

F.4 [2017-4865](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Cressman Enterprises, L.P. for the Kenney Fort Boulevard Project (Segment 4).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Peckham, that this resolution be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

F.5 [2017-4869](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the North Mays Extension Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

F.6 [2017-4836](#)

Consider a resolution expressing official intent to reimburse cost of acquiring certain vehicles and equipment.

Lorie Lankford, Deputy CFO made the staff presentation.

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Young, that this resolution be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

F.7 [2017-4875](#)

Consider a resolution authorizing the Mayor to execute the Second Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

Lorie Lankford, Deputy CFO made the staff presentation.

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

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

Nay: 0

Absent: 0

F.8 [2017-4876](#)

Consider a resolution approving a resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. authorizing the issuance of "Brushy Creek Regional Utility Authority, Inc, City of Round Rock, Texas contract revenue bonds, (Brushy Creek Regional Water Treatment and Distribution Project)"; establishing the procedures for selling and delivering the bonds, and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

Susan Morgan, CFO made the staff presentation.

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

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

Nay: 0

Absent: 0

F.9 [2017-4840](#)

Consider a resolution authorizing the Mayor to execute a Contract with Tank Builders, Inc. for the Clearwell No. 1 Ground Storage Tank Rehab 2017 Project.

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

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Flores, that this resolution be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

F.10 [2017-4853](#)

Consider a resolution authorizing the Mayor to execute a Contract with Whitestone Civil Construction, LLC for the West Wastewater Treatment Plant Force Main Relocation Project.

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

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

Nay: 0

Absent: 0

F.11 [2017-4881](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Garver, LLC for the Pressure Reducing Valve 2, 4, 9 and BCRUA Valves and Pipeline Project.

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

A motion was made by Councilmember Baese, seconded by Mayor Pro-Tem Peckham, that this resolution be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

F.12 [2017-4887](#)

Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the Ryan's Crossing Drainage Outfall Improvements Project.

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

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

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

Nay: 0

Absent: 0

F.13 [2017-4924](#)

Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with the Brushy Creek Regional Utility Authority and Tom Gallier regarding the General Manager's position.

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

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

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

Nay: 0

Absent: 0

ORDINANCES:**G.1** [2017-4835](#)

Consider an ordinance amending Chapter 44, Sections 44-30 and 44-35, Code of Ordinances (2010 Edition), regarding connection and transfer fees. (First Reading)(Requires Two Readings)

Susan Morgan, CFO made the staff presentation.

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Young, that the first reading of the ordinance be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.2 [2017-4862](#)

Consider an ordinance annexing approximately 1.75 acres, more or less, out of the P.A. Holder Survey, Abstract No. 297, at the northwest corner of Joe Dimaggio Blvd. and E. Palm Valley Blvd. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Leffingwell, that the the first reading of the ordinance be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

A motion was made by Councilmember Baese, seconded by Mayor Pro-Tem Peckham, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.3 [2017-4863](#)

Consider public testimony regarding, and an ordinance zoning approximately 1.75 acres, more or less, out of the P.A. Holder Survey, Abstract No. 297, at the northwest corner of Joe Dimaggio Blvd. and E. Palm Valley Blvd., to the C-1a (General Commercial - limited) zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor Morgan opened the public hearing.

There being no testimony, the public hearing was closed.

A motion was made by Councilmember Young, seconded by Councilmember Flores, that the the first reading of the ordinance be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Baese, to dispense with the second reading and adopt the ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

G.4 [2017-4861](#)

Consider public testimony regarding, and an ordinance rezoning approximately 0.32 acres, more or less, out of the P.A. Holder Survey, Abstract No. 297, at the northwest corner of Joe Dimaggio Blvd. and E. Palm Valley Blvd. from the PUD (Planned Unit Development) No. 44 zoning district to the C-1a (General Commercial - limited) zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor Morgan opened the public hearing.

There being no testimony, the public hearing was closed.

A motion was made by Councilmember Young, seconded by Councilmember Flores, that the the first reading of the ordinance be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Baese, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

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

Nay: 0

Absent: 0

APPOINTMENTS:**H.1** [2017-4886](#)

Consider one appointment to the CAPCOG General Assembly.

This item was pulled from the agenda.

H.2 [2017-4890](#)

Consider two appointments to the CAMPO Technical Advisory Committee.

A motion was made by Councilmember Baese, seconded by Mayor Pro-Tem Peckham, to re-appoint Gary Hudder and Gerald Pohlmeier to the CAMP Technical Advisory Committee. The motion carried by the following vote:

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

Nay: 0

Absent: 0

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

There being no further business, the meeting was adjourned at 6:40 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance amending Chapter 44, Sections 44-30 and 44-35, Code of Ordinances (2010 Edition), regarding connection and transfer fees. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2017-4835

This proposed ordinance change provides various language clarifications to the Utility Billing Policy section and one substantive change. Staff is requesting the addition of a \$25 Past Due Administrative Fee for accounts that have become delinquent and are subject to disconnection for non-payment. This fee would be in addition to the \$50 reconnect fee should the account ultimately require disconnection. This type of fee is relatively common among the cities and utilities surveyed.

The City Utility Billing division has been reviewing and evaluating processes and procedures in preparation for the new Munis Customer Information System that will go live in January 2018. One of the more time consuming processes is reviewing and evaluating accounts subject to disconnect for nonpayment. Approximately 75% of those accounts are not disconnected due to arrangements or payments made. In those cases, no additional fee is charged although additional costs have been incurred working the accounts. Staff recommends the additional fee to better reflect the cost of service for these delinquent accounts and to encourage late payers to pay before they are subject to disconnect.

Utility customers currently have 16 days to pay their bill in full. After the due date, a 10% or \$2.50 late penalty is assessed, whichever is higher. After the due date, customers that have not paid receive a past due notice in the mail and an automated call. The customers are reminded that they have 14 days after the due date before they are subject to disconnect for nonpayment. Once subject to disconnect, staff carefully review those accounts before taking any final action.

The City maintains a 99% collection rate for its utility accounts. Keeping bills current and paid

is an important part of maintaining lower costs for the utility.

ORDINANCE NO. O-2017-4835

AN ORDINANCE AMENDING CHAPTER 44, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AMENDING SECTIONS 44-30 AND 44-35 REGARDING CONNECTION AND RECONNECTION FEES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Section 44-30, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-30. Connection and transfer fees.

(a) *Water, reuse water and sewer service connection and transfer fees.*

- (1) Upon making application for water, reuse water and/or sewer service the customer shall pay a service connection fee of \$25.00 ~~for each service.~~
- (2) Upon making application to transfer an existing service account to a new address, the customer shall pay a water and sewer service transfer fee of \$25.00.
- (3) ~~If a customer requests service after normal business hours or same-day service, a service connection fee of \$75.00 shall be paid by the customer. Normal business hours means weekdays from 8:00 a.m. to 5:30 p.m., excluding city holidays. Service will generally be connected the next business day after the customer makes the application for service. If a customer requests same day connection service, the fee for same is \$75. However, same day service may not be available if the work load does not permit it. "Business Day" does not include Saturdays, Sundays, and holidays.~~
- (4) Bulk water customers that require a fire hydrant meter to be relocated within the same job site or another job site shall pay a ~~\$45.00~~\$50.000 fee for each time that the meter is relocated.

(b) *Additional service trips.* If additional meter service trips are required, including rereads and trips for collection of outstanding charges, fees or penalties, the customer shall pay an additional trip fee in the amount of \$25.00 for each additional trip made to the location. If any service trips are caused by the city's error, the customer will not be charged such additional trip fee.

II.

That Chapter 44, Section 44-35, subsections (d) and (e), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-35. - Utility billing policy.

(d) *Penalty for late payment.*

- (1) Any bill not paid by the ~~16th day following the mailing of the bills due date~~ shall be deemed past due and a late fee of \$2.50 or ten percent of the total amount due, whichever is more, will be assessed.
- (2) Any bill not paid by 5:00 p.m. on the 14th day following the due date will be assessed a \$25.00 Past Due Administrative Fee.
- (3) Upon written request by a customer with proof that such individual is age 60 years or over, payment may be delayed without penalty until the 25th day after the date the bill is issued. This subsection applies only to residential customers who occupy the entire premises for which the delay is requested.

(e) *Disconnection and restoration of services.*

- (1) ~~If a bill continues to be past due for a period in excess of 14 days, the water supply to the customer shall be shut off. Water service shall not be resumed until all outstanding fees, service fees, charges or penalties are paid in full. If a bill is not paid by the 14th day following the due date, the water supply to the customer shall be shut off. Water service shall not be resumed until all outstanding fees, service fees, charges or penalties are paid in full.~~
- (2) The service fee for service restoration ~~during regular business hours (Monday—Friday, 8:00 a.m. to 5:30 p.m.) of any business day (excluding weekends and city holidays)~~ shall be \$50.00. Service will generally be re-connected the next business day after the customer pays the past due bill and service fee in full. If a customer requests same day re-connection service, the service fee for same is \$75. However, same day re-connection service may not be available if the work load does not permit it. As used herein, "Business Day" does not include Saturdays, Sundays, and holidays.
- (3) ~~Services shall not be restored during any hours other than regular business hours unless the customer requests after hours or same day service and pays the fee set forth in section 44-30.~~

III.

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

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with M4 Greenlawn, LLC regarding the development of 65.452 acres of land south of SH45 and north of Greenlawn Blvd.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director:

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department:

Text of Legislative File 2017-4965

This item pertains to a master planned mixed use development located on approximately 65 acres of land located south of SH 45 and north of Green Lawn Blvd. Mark IV intends to invest millions of dollars in capital investment, and generate millions of dollars in new sales tax and property tax revenues. Mark IV will include a minimum of one million (1,000,000) square feet of commercial and residential development and intends to invest approximately two hundred million dollars (\$200,000,000).

This item is a memorandum of understanding between the City and Mark IV. The City and Mark IV agreed to work cooperatively and in good faith to draft and approve future agreements. The City intends to create a Public Improvement District (PID) on the property as a method of providing funding for required public infrastructure.

RESOLUTION NO. R-2017-4965

WHEREAS, M4 Greenlawn, LLC a California limited liability company (“M4”) is a developer of large mixed-use commercial and residential developments; and

WHEREAS, M4 is the owner of 65.492 acres of land (the “Property”) located south of SH 45 and north of Greenlawn Boulevard as described in Exhibit “A”; and

WHEREAS, M4 is considering the construction of a master-planned mixed-use project (the “Project”) on the Property; and

WHEREAS, it is currently envisioned that the Project will include approximately one million (1,000,000) square feet of commercial and residential construction; and

WHEREAS, M4 intends to invest approximately two hundred million dollars (\$200,000,000) in the purchase of the Property and the construction of the improvements thereon at full buildout; and

WHEREAS, the Project is expected to add millions of dollars in property tax base, generate millions of dollars in new sales tax and property tax revenues in the City; and

WHEREAS, the City desires development such as M4’s Project to locate in the City; and

WHEREAS, the City is willing to consider granting certain incentives to M4 if it develops the Project in the City; and

WHEREAS, the City and M4 wish to enter into a Memorandum of Understanding to work cooperatively and in good faith to draft and approve future agreements, and to develop the Project,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding with M4 Greenlawn, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas (the "City") and M4 Greenlawn, LLC a California limited liability company ("M4"). As used herein, M4 also includes its affiliates, partners, assignees and transferees.

RECITALS

WHEREAS, M4 is a developer of large mixed-use commercial and residential developments; and

WHEREAS, M4 is the owner of 65.492 acres of land (the "Property") located south of SH 45 and north of Green Lawn Blvd. as described in Exhibit "A"; and

WHEREAS, M4 is considering the construction of a master-planned mixed-use project (the "Project") on the Property; and

WHEREAS, it is currently envisioned that the Project will include approximately one million (1,000,000) square feet of commercial and residential construction; and

WHEREAS, M4 intends to invest approximately two hundred million dollars (\$200,000,000) in the purchase of the Property and the construction of the improvements thereon at full buildout; and

WHEREAS, the Project is expected to add millions of dollars in property tax base, generate millions of dollars in new sales tax and property tax revenues in the City; and

WHEREAS, the City desires development such as M4's Project to locate in the City; and

WHEREAS, the City is willing to consider granting certain incentives to M4 if it develops the Project in the City; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the current understanding of the parties.

NOW THEREFORE, the City and M4 agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Project in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

1.01 It is currently envisioned that the Project will contain at least one million (1,000,000) square feet of master-planned mixed-use commercial and residential development.

ARTICLE II M4 INTENTIONS

2.01 M4 intends to develop the Project on the Property that is described in Exhibit "A".

2.02 M4 intends to begin construction of the Project within twelve (12) months.

2.03 M4's current plans include investment of approximately two hundred million dollars (\$200,000,000) in the Project, related to the acquisition, and construction of the Project at full buildout.

ARTICLE III CITY INTENTIONS

3.01 In consideration of M4's development of the Project contemplated in Article II above, and conditioned upon M4 meeting certain performance requirements mutually acceptable to M4 and the City, the City intends to enter into one or more economic development incentive agreements to include provisions as set forth below.

3.02 The City intends to create a Public Improvement District ("PID") on the Property as a method of providing funding for required public infrastructure improvements for the Project. The amount of funding provided by the PID and/or the City shall not exceed \$10,800,000. The City does not intend for the proposed PID to issue bonds to raise the funding. Rather the City intends to encourage the Round Rock Transportation and Economic Development Corporation ("TEDCO") to loan up to \$10,800,000 to the PID. The aforesaid loan to the PID will be repaid from PID assessments on the Property. The City further intends to encourage the TEDCO to consider forgiving up to \$4,000,000 of said loan if the performance requirements in 3.01 are met.

3.03 The City intends to enter into a Texas Local Government Code Chapter 380 Economic Development Program Agreement. Said Agreement will provide for program payments from ad valorem or sales tax revenue from the Project (or other mutually agreeable sources) to M4 in an amount necessary to cover the annual PID assessments, if the performance requirements in 3.01 are met.

3.04 The City will expedite the review and approval of required permits.

ARTICLE IV LEGAL EFFECT OF MOU

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

Executed and effective this _____ day of _____, 2017.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

M4 GREENLAWN, LLC,
a California limited liability company


By: 
Name: Paul M. Cite
Title: CEO

EXHIBIT "A"

PROPERTY DESCRIPTION



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**65.492 ACRES
TRAVIS AND WILLIAMSON COUNTIES, TEXAS**

A DESCRIPTION OF 65.492 ACRES OF LAND (APPROX. 2,852,822 S.F.) IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 2713, AND THE SOCRATES DARLING SURVEY NO. 102, ABSTRACT NO. 232 IN BOTH TRAVIS AND WILLIAMSON COUNTIES, TEXAS, BEING A PORTION OF A 120.658 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO DELL COMPUTER HOLDINGS, L.P., DATED MAY 14, 1993, AND RECORDED IN BOTH VOLUME 2306, PAGE 863 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, AND VOLUME 11938, PAGE 1764 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 65.492 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the south right-of-way line of Texas State Highway 45 (right-of-way width varies), and the east line of Lot 2, Block 1, Socrates Addition, Phase 2, a subdivision of record in Volume 96, Page 151 of the Plat Records of Travis County, and in Document No. 9605575 of the Official Records of Williamson County, Texas, for the southwest corner of a 5.990 acre tract described as TxDOT Parcel 104 Part 1 in Document No. 2002099984 of the Official Records of Williamson County, Texas, from which a TxDOT Type II monument found bears South 76°08'14" West, a distance of 753.49 feet;

THENCE with the south right-of-way line of State Highway 45 and the south line of TxDOT Parcel 104 Part 1 and over and across the 120.658 acre tract, the following six (6) courses:

1. North 76°08'14" East, a distance of 105.32 feet to a 1/2" rebar with cap set;
2. With a curve to the left, having an arc length of 133.61 feet, a radius of 5788.00 feet, and a chord which bears North 75°30'58" East, a distance of 133.61 feet to a 1/2" rebar with cap set;
3. North 74°51'06" East, a distance of 280.07 feet to a TxDOT Type II monument found;
4. With a curve to the left, having an arc length of 372.49 feet, a radius of 5788.00 feet, and a chord which bears North 72°57'45" East, a distance of 372.43 feet to a TxDOT Type II monument found;
5. With a curve to the right, having an arc length of 365.84 feet, a radius of 5710.00

feet, and a chord which bears North 72°55'50" East, a distance of 365.78 feet to a TxDOT Type II monument found;

6. North 74°54'01" East, a distance of 90.39 feet to a 1/2" rebar with cap set in the northerly line of the 120.658 acre tract for an angle point in the south right-of-way line of State Highway 45 and the southeast corner of TxDOT Parcel 104 Part 1;

THENCE South 15°17'03" East, with the northerly line of the 120.658 acre tract and the south right-of-way line of State Highway 45, passing at a distance of 0.98 feet a 1/2" rebar with aluminum TxDOT cap found for the northwest corner of Lot 2, Block "A", Amending Plat of Ramtron Subdivision, a subdivision of record in Document No. 199900349 of the Official Public Records, Travis County, and in Cabinet R, Slide 384 of the Plat Records, Williamson County, Texas, also being an angle point in the south right-of-way line of State Highway 45, and continuing with the west line of Lot 2 for a total distance of 288.66 feet to a 1" iron pipe found for an angle point in the northerly line of the 120.658 acre tract and the southwest corner of said Lot 2;

THENCE North 74°44'47" East, with the northerly line of the 120.658 acre tract and the south line of Lots 2 and 3, Block "A", of the said Amending Plat of Ramtron Subdivision, a distance of 466.30 feet to a 3/4" iron pipe found for an angle point of the 120.658 acre tract and the southeast corner of said Lot 3, Block "A";

THENCE North 15°17'07" West, with the northerly line of the 120.658 acre tract and the east line of Lots 3 and 4, Block "A", of the said Amending Plat of Ramtron Subdivision, passing at a distance of 287.65 feet a 1/2" rebar with aluminum TxDOT cap found for the northeast corner of said Lot 4, Block "A", and an angle point in the south right-of-way line of State Highway 45, for a total distance of 288.32 feet to a 1/2" rebar with cap set for an angle point in the south right-of-way line of State Highway 45 and the southwest corner of a 0.081 acre tract described as TxDOT Parcel 104 Part 2 in said Document No. 2002099984;

THENCE North 74°45'33" East, with the south right-of-way line of State Highway 45 and the south line of TxDOT Parcel 104 Part 2, and over and across the 120.658 acre tract, a distance of 19.85 feet to a 1/2" rebar with cap set in the south right-of-way line of State Highway 45 and the west line of a 3.7603 acre tract described in Volume 13028, Page 1774 of the Real Property Records of Travis County, and in Document No. 9742150 of the Official Records of Williamson County, Texas, also being the east line of the 120.658 acre tract, for the southeast corner of TxDOT Parcel 104 Part 2, from which a TxDOT Type II monument found bears North 74°45'33" East, a distance of 74.09 feet;

THENCE with the west line of the 3.7603 acre tract and the east line of the 120.658 acre tract, the following two tracts:

1. South 15°20'31" East, a distance of 307.12 feet to a 1/2" rebar found;

2. South 62°41'25" East, a distance of 285.73 feet to a 3/4" iron pipe found in the northwest line of a 43 acre tract described in Document No. 9850638 of the Official Records of Williamson County, Texas, for the northeast corner of the 120.658 acre tract, also being the south corner of the 3.7603 acre tract;

THENCE South 27°09'09" West, with the east line of the 120.658 acre tract and the west line of the 43 acre tract, a distance of 392.92 feet to a 1/2" rebar found in the northeast right-of-way line of Greenlawn Boulevard (right-of-way width varies), from which a 1/2" rebar found bears North 59°29'38" East, a chord distance of 28.62 feet;

THENCE with the northeast right-of-way line of Greenlawn Boulevard and over and across the 120.658 acre tract, the following two (2) courses:

1. With a curve to the left, having an arc length of 485.73 feet, a radius of 897.53 feet, and a chord which bears South 43°19'26" West, a distance of 479.83 feet to a 1/2" rebar with cap set;
2. South 27°48'19" West, a distance of 1519.16 feet to a 1/2" rebar found in the northeast line of a 12.742 acre tract described in Volume 12806, Page 274 of the Real Property Records of Travis County, Texas, for the southeast corner of the remainder of the 120.658 acre tract, from which a 1/2" iron pipe found in the east right-of-way line of Greenlawn Boulevard bears South 61°17'54" East, a distance of 132.03 feet;

THENCE with the south line of the 120.658 acre tract and the northeast line of the 12.742 acre tract and the north line of a 36.611 acre tract described in Volume 12434, Page 1610 of the Real Property Records of Travis County, Texas, the following two (2) courses:

1. North 61°20'51" West, a distance of 201.47 feet to a 1/2" rebar found;
2. South 86°59'38" West, passing at a distance of 226.95 feet a 1/2" rebar found, a total distance of 505.07 feet to a 1/2" rebar found for the southeast corner of Lot 3, Final Plat of Round Rock Gateway Section Three, a subdivision of record in Document No. 200400091 of the Official Public Records of Travis County, Texas;

THENCE North 03°00'02" West, with the east line of said Lot 3 and the remainder of a 12.150 acre tract described in Document No. 2003169460 of the Official Public Records of Travis County, Texas, and over and across the 120.658 acre tract, a distance of 1442.16 feet to a 1/2" rebar found for the northeast corner of the 12.150 acre tract, also being the southeast corner of said Lot 2, Block 1, Socrates Addition, Phase 2;

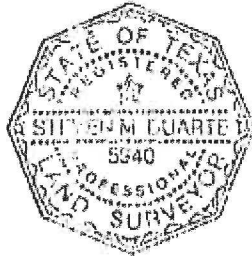
THENCE North 15°14'52" West, with the east line of said Lot 2, Block 1, Socrates

Page 4

Addition, Phase 2, and continuing across the 120.658 acre tract, a distance of 476.75 feet to the **POINT OF BEGINNING**, containing 65.492 acres of land, more or less.

Surveyed on the ground on April 30, 2007. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing 559-001-BD1. Caps placed on set rebars are plastic, stamped "Chaparral 4995"

Steven Duarte 5/24/07
Steven Duarte
Registered Professional Land Surveyor
State of Texas No. 5940





City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development related to the Community Development Block Grant (CDBG) Funds for Program Year 2017-2018.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost: \$605,539.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2017-4929

The Community Development Block Grant Program (CDBG) was developed in 1974 and works to ensure affordable housing and to provide services to the most vulnerable in our communities.

CDBG is an important tool to address serious challenges facing our community. To be eligible for CDBG funding, activities must meet one of the three national objectives of the program which are 1) benefit low to moderate income persons 2) prevent slum or blight 3) meet an urgent need.

This resolution will authorize the Mayor to execute a Funding Approval Agreement with the U.S. Department of Housing and Urban Development Community Development Block Grant Funds for Program Year 2017-2018 in the amount of \$605,539.00. These documents constitute the contract between the U.S. Department of Housing and Urban Development and the City of Round Rock for use of Community Development Block Grant Funds.

The 2017-2018 Program Year is the Fourth Year in the 2014-2018 Five Year Consolidated Plan. In this 2017-2018 Program Year Annual Action Plan, funds are allocated to Public Services, Neighborhood and Public Facility Improvements and Program Administration. The 2017-2018 Annual Action Plan was approved by City Council by Resolution No. 2017-4609 on July 27, 2017. Individual recipient contracts over \$50,000 will also come to Council for approval.

Cost: \$605,539.00

Source of Funds: CDBG HUD Entitlement Grants

RESOLUTION NO. R-2017-4929

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has grant funds available to cities through the Community Development Block Grant Program; and

WHEREAS, HUD has submitted to the City for its approval, a Funding Approval/Agreement, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City Council wishes to approve said Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Funding Approval/Agreement with HUD.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Round Rock	3a. Grantee's 9-digit Tax ID Number 74-6017485	3b. Grantee's 9-digit DUNS Number 102740792
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 221 E. Main Street Round Rock, TX 78664-5271	4. Date use of funds may begin 10/01/017	
	5a. Project/Grant No. 1 B-17-MC-48-0514	6a. Amount Approved \$605,539.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Elva F. Garcia		Grantee Name City of Round Rock	
Title HUD Community Planning and Development Director		Title Craig Morgan, Mayor	
Signature X	Date (mm/dd/yyyy) 10/19/2017	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 08/14/2017	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified 10/19/2017		
		9c. Date of Start of Program Year 10/01/2017		
11. Amount of Community Development Block Grant				
a. Funds Reserved for this Grantee		FY (2017) \$605,488.00	FY (2016) \$51.00	FY ()
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

EXHIBIT

"A"

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are

subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Election Services Contract with Williamson County for the December 16, 2017 Special Election.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Sara White, City Clerk

Cost: \$30,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: City Clerk's Office

Text of Legislative File 2017-4963

This contract will provide for all election services related to the December 16th special election to fill the vacancy left when Kris Whitfield resigned. Williamson County will conduct all portions of the election - including the Travis County portions. The contract covers all expenses related to the election.

Cost: \$30,000

Source of Funds: General Fund

RESOLUTION NO. R-2017-4963

WHEREAS, the City of Round Rock wishes to enter into an Election Agreement and Contract for Election Services (“Agreement”) with Williamson County for the purpose of sharing election equipment, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, this Agreement is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the special election date of December 16, 2017; and

WHEREAS, the City Council desires to enter into said Agreement with Williamson County,
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 Election Agreement and Contract for Election Services with Williamson County, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the special election date of December 16, 2017, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on December 16, 2017;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with the election, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an "Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the December 16, 2017 Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than December 16, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the December 16, 2017 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participating Authorities shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before December 26, 2017 and no later than December 29, 2017.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the December 16, 2017 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the December 16, 2017 Special Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$309.50 per ADA iVotronic DRE;
 - \$250.00 per iVotronic DRE;
 - \$85.00 per iVotronic printer;
 - \$274.43 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the December 16, 2017 election is \$30,000.00 and is based partly on the cost of the January 24, 2015 special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017.

ELECTIONS ADMINISTRATOR:

Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2017

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities

City of Round Rock

ATTACHMENT B

Election Day Polling Locations Saturday, December 16th - 7:00 am – 7:00 pm

Elección Localidades día de Votación Sabado, 15 de diciembre – 7:00am – 7:00pm

Baca Senior Center, 301 W. Bagdad Avenue, Building 2, Round Rock

JB and Hallie Jester Annex, 1801 E. Old Settlers Blvd., Round Rock

ATTACHMENT C

Williamson County Early Voting Schedule

Horario de la Votación Adelantada del Condado de Williamson

Dates and Times for Full-Time Locations:

Fechas y horarios para localidades de tiempo completo

Wednesday, November 29 through Tuesday,
December 12

8:00 am -- 6:00 pm

Friday, December 1 and Saturday, December 2

7:00 am -- 7:00 pm

No Sunday Voting -- December 3 or December 10

Saturday, December 9

8:00 am -- 4:00 pm

*Miércoles 29 de noviembre hasta el martes 12 de
diciembre*

8:00 am -- 6:00 pm

Viernes 1 de diciembre y sábado 2 de diciembre

7:00 am -- 7:00 pm

No Domingo Votación -- 3 ni el 10 de diciembre

Sábado 9 de diciembre

8:00 am -- 4:00 pm

Main Location- Localidad Central:

Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown

Branch Locations - Otras localidades:

Baca Senior Center, 301 W. Bagdad Avenue, Building 2, Round Rock

JB and Hallie Jester Annex, 1801 E. Old Settlers Blvd., Round Rock



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution approving the FY 2017/2018 Self-Funded Health Insurance Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2017-4939

The City uses a self-insurance risk fund to provide health, vision, and dental coverage for employees. The City has used self-insurance to effectively manage costs for these benefits since 1993. The City regularly updates the plan to address the needs of employees and manage costs by reviewing the marketplace and updating the plan design.

The budget for 2017/2018 includes funds to operate the Health Clinic, administer the programs, stop loss/reinsurance, claims and other insurance related costs. The budget is covered by all employee and employer contributions, stop loss reimbursements, and other revenues available to cover expenses. Reserves for post-employment employee insurance continue to be met with the proposed budget.

For 2017/2018, the City will contribute \$1,000 per employee per month. These costs are included in the department budgets and reflected in the FY 2018 budget adopted by Council on September 14, 2017. Staff will continue to closely monitor claims and program costs during the next year.

RESOLUTION NO. R-2017-4939

WHEREAS, the Finance Department has submitted a proposed budget for the Self-Funded Health Insurance Fund for fiscal year 2017-2018, Now Therefore

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

That the budget submitted by the Finance Department for the Self-Funded Health Insurance Fund for fiscal year 2017-2018, 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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

City of Round Rock Self-Funded Health Insurance Fund 2017-2018 Budget

Description of Item	15-16 YE Actuals	16-17 Adopted Budget	16-17 Estimated Actuals	17-18 Proposed Budget
Beginning Fund Balance	\$ 9,295,089	\$ 7,526,373	\$ 7,526,373	\$ 6,550,896
REVENUES:				
Reinsurance Proceeds	300,956	301,000	459,051	301,000
COBRA/Retiree Contributions	223,002	223,000	212,501	223,000
Interest Income	27,715	27,700	25,213	27,700
Miscellaneous Revenue	167,106	170,000	253,874	170,000
City Contributions - General Fund A	5,815,000	6,914,000	6,747,892	8,686,667
City Contributions - Utility Fund B	995,000	1,144,000	1,139,470	1,394,829
City Contributions - Hotel Fund	18,800	43,500	32,745	47,133
City Contributions - Sports Complex	78,000	103,000	103,996	123,414
City Contributions - Multi Purpose	-	54,500	16,421	41,439
City Contributions - Drainage	191,500	208,000	206,665	245,311
Total Employee Contributions	2,490,000	2,800,000	2,785,756	2,800,000
GSFC Contribution				500,000
Total Revenues	10,307,079	11,988,700	11,983,583	14,560,493
EXPENDITURES:				
Wellness Programs	71,045	80,000	79,979	80,000
Health Clinic	564,288	630,000	870,870	786,000
Janitorial	9,600	10,000	9,685	10,000
R&M - Building	434	1,000	920	1,000
Power & Light	664	3,000	223	3,000
Internet Communications	4,793	5,200	5,144	5,200
Office Furniture		1,000	15	1,000
Supplies & Screenings		1,000	-	1,000
Professional Services	98,832	75,000	72,000	75,000
Administrative Fees	528,549	550,000	513,144	688,000
Stop Loss/Reinsurance Fees	1,013,307	1,100,000	1,178,099	1,200,000
Health Claims	6,334,908	7,000,000	7,039,349	6,800,000
Dental Claims	535,670	515,000	541,107	600,000
Prescription Claims	2,754,733	3,100,000	2,497,458	3,000,000
Long Term Disability	90,099	95,000	78,653	95,000
Life Insurance	68,873	77,000	72,415	77,000
Total Expenditures	12,075,795	13,243,200	12,959,060	13,422,200
Net Revenues	(1,768,716)	(1,254,500)	(975,477)	1,138,293
Fund Balance	7,526,373	6,271,873	6,550,896	7,689,189
Reserves				
Less: Restricted for GASB 45 Funding	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Total Reserves	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Estimated Reserves for Unexpected Claims	\$ 2,277,373	\$ 1,022,873	\$ 1,301,896	\$ 2,440,189

25% Reserve **(3,355,550)**
C \$ **(915,361)**

A: The General Fund contributions include \$336,000 for 28 retirees.

B: The Utility Fund contributions include \$48,000 for 4 retirees.

C: The fund reserves have declined over the previous three years due to higher than expected claims. City contributions were adjusted beginning in 2017/18 as a three year plan to restore reserves to the recommended 25% level.



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution to add an addendum to Resolution No. 2017-4700 which authorized the City Manager to execute contracts for pre-approved budgeted items in the maximum amount of \$200,000.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2017-4944

Exhibit A is an addendum to Resolution No. 2017-4700 to include additional items on the Authorized Purchases List. Upon further review of standard on-going purchases, it was determined that these items should also be included on the Authorized Purchases List. These items are all routine annual purchases included in the 2017/18 adopted budget Pursuant to Chapter 2, Section 2-326 of the Code of Ordinances which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000 for budgeted items specifically approved in advance by the Council, this exhibit amends Resolution No. 2017-4700, adopted by Council on August 24, 2017.

Upon approval of this resolution all items between \$50,000.00 and \$200,000.00 included on Exhibit A will be considered authorized purchases for FY 2017/2018 and will be purchased in accordance with the City's financial policies and with the City Manager's approval without any further approval or action from the City Council. Items on the authorized purchases list include:

- Routine equipment and technology purchases as included in the budget and the budget list are considered approved by Council, unless:
 - o Item is \$200,000 or greater, unless the Council makes an exception,
 - o Item contains a contract requiring the Mayor's signature;
 - o Purchase deviates from the original purchase as designated on the list;
 - o Cost exceeds the greater of 10% or \$10,000; or
 - o Council has designated that item(s) come back for approval
- Capital projects and funding agreements will be presented to Council for consideration and approval.

RESOLUTION NO. R-2017-4944

WHEREAS, Sec. 4.01(f) of the Round Rock Charter provides that the City Council may by ordinance set the maximum amount for which the City Manager is authorized to execute contracts and/or expend funds for budgeted items, and

WHEREAS, the City Council has previously adopted Sec. 2-326(b) of the Code of Ordinances, which authorizes the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council previously approved an Authorized Purchases List by Resolution No. 2017-4700 to authorize the City Manager to execute contracts and/or expend funds for budgeted items in the maximum amount of \$200,000.00 for those budgeted items specifically approved in advance by the Council, and

WHEREAS, the City Council desires to add an addendum to Resolution No. 2017-4700 to include additional items on the Authorized Purchases List, which are listed in Exhibit A, attached hereto and incorporated herein by reference, Now Therefore

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

Pursuant to Sec. 2-326(b) of the Code of Ordinances, the city manager is hereby authorized to execute contracts and/or to expend funds for budgeted items in the maximum amount of \$200,000, provided that all such contracts and expenditures are:

- (1) specifically for items listed in Exhibit A attached to Resolution No. 2017-4700 and for additional items listed on the addendum in Exhibit A of this Resolution, and
- (2) in compliance with state laws requiring competitive bids.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

10/31/2017

**Authorized Purchases
FY2018 Master Capital List
ITEMS BETWEEN \$50,000 and \$199,999**

**Authorized Purchases List
FY2018 Master Capital List
Addendum 1**

ALL CITY OF ROUND ROCK PURCHASING POLICIES AND PROCEDURE APPLY

ITEMS BETWEEN \$50,000 and \$199,999

Items between \$50,000 and \$199,999 will be approved by the City Manager and will not
return to Council unless a contract or Mayor's signature is needed

Department	Description	Amount
DEPARTMENT OPERATIONS - <i>Amounts are estimated</i>		
City Wide	Equipment and Supplies (Home Depot)	\$ 175,000.00
City Wide	Equipment and Supplies (Grainger)	\$ 95,000.00
Information Technology	Superion PD Software 2018 annual support	\$ 199,225.00
Information Technology	Presidio 2018 Cisco SmartNet	\$ 139,000.00
Information Technology	EST Compellent 2018 annual support	\$ 75,000.00
Information Technology	Tyler Utility Billing 2018	\$ 55,000.00
Information Technology	Dell VMware 2018 annual support	\$ 50,000.00
Information Technology	SHI HootSuite Software	\$ 50,000.00
Information Technology	Public Safety Rugged System Replacements (Insight Public Sector)	\$ 100,000.00
Information Technology	Capital Datacenter Replacement Equipment	\$ 75,000.00
TOTAL		\$ 1,013,225.00



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with David Walther for transportation operations consulting services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$65,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2017-4894

The Transportation Operations Consultant will be utilized with Transportation Operations Planning to ensure efficiency in Operations and throughout design/construction and close out by gathering data and summarizing for the Transportation Operations Manager and Transportation Director.

Developing and implementing a Traffic Sign replacement program meeting the new MUTCD (Manual of Uniform Traffic Control Devices) guidelines and provide pre-construction services from plan review, budgeting, scheduling and project management. Construction management services during design, oversee progress schedule, construction, and post-construction.

Maintain relationships with CORR partnering parties throughout the project, from design, plan review and construction, to final punch list. Ensure efficiency throughout design/construction and close out by gathering data and summarizing for the Transportation Operations Manager. The agreement would be for approximately 25 hours per week, at a rate of \$55.00 per hour, totaling \$65,000.00 per fiscal year. This agreement is for a 60-month period.

Cost: \$65,000

Source of Funds: General Fund

RESOLUTION NO. R-2017-4894

WHEREAS, the City of Round Rock desires to retain consulting services in connection with transportation operations and new traffic signal projects, and

WHEREAS, David Walther has submitted an Agreement for Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with David Walther, 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 Transportation Operations Consulting Services with David Walther, 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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR TRANSPORTATION OPERATIONS CONSULTINGS SERVICES WITH DAVID WALTHER

THIS AGREEMENT for Transportation Operations Consultant Services (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 (hereinafter referred to as "City"), and David Walther (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, City desires to contract for Consultant's assistance in providing advisory services in connection with transportation operations and new traffic signal projects; 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:

1.01 EFFECTIVE DATE, DURATION, AND TERM

- A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto ("effective date"), and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the effective date.

1.02 SCOPE OF WORK

The Consultant shall satisfactorily provide the services set forth in the attached Exhibit "A," "Scope of Work." Consultant shall satisfactorily provide all services and deliverables in a professional and workmanlike manner. Consultant's undertakings shall be limited to performing services for the City and/or advising the City concerning those matters on which Consultant has been specifically engaged.

1.03 CONSULTING FEE

- A. The consulting fee shall be **Fifty and No/100 Dollars (\$50.00) per hour**, not-to-exceed **twenty-five (25) hours per week**.

- B. The fee paid to Consultant shall not exceed **Sixty-Five Thousand and No/100 Dollars (\$65,000.00) per year** and shall not exceed a total of **Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00)** for the term of the Agreement.
- C. No reimbursement for travel expenses or any other costs whatsoever are authorized hereunder.

1.04 TERMS OF PAYMENT

- A. To receive payment, Consultant shall prepare and submit detailed monthly invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices 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.
- B. 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.
- C. 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 1.06 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.

1.05 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.

1.06 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.

1.07 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.

1.08 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.

1.09 CONFIDENTIALITY; AND 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.

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; 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.

1.10 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.

1.11 INDEMNIFICATION

Consultant and the City each agree to indemnify, defend and hold harmless the other from and against amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

1.12 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.

1.13 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. 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.

B. Consultant 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 Consultant 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 Consultant 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 Consultant agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

1.14 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.

1.15 DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

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.

1.16 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.

Consultant shall not be deemed to be in default of its obligations to the City if its failure to perform or its substantial delay in performance is due to the City's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

1.17 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.

1.18 GENERAL AND MISCELLANEOUS

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

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.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

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

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

David Walther, Consultant

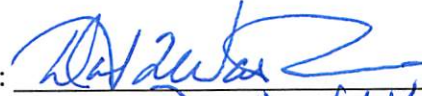
By: 
Printed Name: David Walther
Title: _____
Date Signed: 10/6/17

EXHIBIT "A"
SCOPE OF SERVICES

Transportation Operations Consultant:

- Will be utilized on Transportation Operations and developing a Traffic Sign replacement program to meet the new MUTCD (Manual of Uniform Traffic Control Devices) guidelines, to ensure a quality project is built on schedule and within budget.
- Provide pre-construction services from engineering design review, to budgeting and scheduling and project bid management.
- Assist with Transportation Operations planning and construction management services during design.
- Maintain relationships with CORR partnering parties throughout the project, from design, plan review and construction.
- Ensure efficiency in Operations and throughout design/construction and close out by gathering data and summarizing for the Transportation Operations Manager and Transportation Director.

The contract would be a not-to-exceed amount of \$65,000.00 per year for five (5) years, with a projected 25 hours weekly, at the rate of \$50.00 per hour.

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:
2017-266014

Date Filed:
09/27/2017

Date Acknowledged:

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

David Walther
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.

Consultant David Walther
Transportation Operations Consultant Services support to the City of Round Rock Transportation Department for transportation operations, maintenance and traffic signal construction projects.

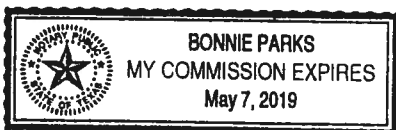
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



AFFIX NOTARY STAMP / SEAL ABOVE

David Walther
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said David Walther, this the 27th day of Sept, 2017, to certify which, witness my hand and seal of office.

B. J. Parks
Signature of officer administering oath

Bonnie Parks
Printed name of officer administering oath

Administrative Assistant
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution approving the Discount Pass Program Policy for transit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2017-4928

The Discount Pass Program Policy offers an opportunity for non-profits and government agencies to purchase regular bus passes at the discounted rate for the purpose of distributing said passes to low-income individuals or families. As part of the Program, agencies will need to complete a short application, which provides agency details and affirmation the passes will be distributed to low-income individuals.

RESOLUTION NO. R-2017-4928

WHEREAS, the City Council desires to approve a written Discount Pass Program Policy for transit services, and

WHEREAS, the City Council has reviewed the attached Policy and wishes to approve same,
Now Therefore

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

That the Discount Pass Program Policy, attached hereto as Exhibit “A” and incorporated herein, is hereby approved and adopted.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT

"A"

DISCOUNT PASS PROGRAM POLICY

Eligible Passes and Fares

Round Rock Transit's Discount Pass Program sells regular priced passes to qualifying entities at the reduced rate. Reduced passes will be sold at the reduced rate with no additional discount. Passes purchased under this program may be given to individuals or sold. The selling price cannot exceed the price the qualifying entity paid.

Eligibility for Participation in the Discount Pass Program

Round Rock Transit will sell passes to non-profit and government agencies for the purpose of distributing said passes to low-income persons and families for providing access to transit. Round Rock Transit has defined the local low-income population as any readily identifiable group of households who are at or below 150% of the Department of Health and Human Services Poverty Guidelines.

The determination of eligibility to participate in the Discount Pass Program is at the sole discretion of Round Rock Transit. Any entity that does not meet the criteria will be ineligible to participate in the program. Entities deemed by Round Rock Transit to be ineligible may appeal the determination to Director of Transportation, by providing additional evidence the entity meets the eligibility criteria. An entity may be removed from the Discount Pass Program if at any time Round Rock Transit staff determine the entity no longer meets the eligibility criteria or the passes are not being distributed in compliance with the requirements below.

Participation Requirements

For entities to participate in the program they must adhere to the following requirements:

1. Complete and submit the Discount Pass Program Application.
 - The application also serves as an affirmation the agency/entity serves the low-income community.
 - The Director or President is required to sign the application.
2. Passes may only be picked up by authorized persons, as indicated on the Discount Pass Program Application.
3. Passes can only be distributed to clients who meet the low-income requirement.
4. Passes may not be distributed to employees or students. Contact the Transit Coordinator for information on passes for employees or students.
5. Agree to allow Round Rock Transit staff to audit the Discount Pass Program records, upon request, for compliance with eligibility and distribution of passes.



DISCOUNT BUS PASS PROGRAM APPLICATION

Agency Information

Name: _____ Type: ☐ Non-profit ☐ Government Entity

Tax ID Number: _____

Address: _____

Briefly describe the services provided by the agency: _____

How does your agency determine the low-income status of clients? _____

Will your agency charge clients for the passes or absorb the cost on behalf of the client?

☐ Absorb the cost ☐ Client pays the cost

Authorized Contact(s) Information

1) Name: _____ Phone: _____

Email: _____ Mobile: _____

2) Name: _____ Phone: _____

Email: _____ Mobile: _____

3) Name: _____ Phone: _____

Email: _____ Mobile: _____

I acknowledge, by my signature:

- That if my agency charges its clients more than what it has paid Round Rock Transit the agency will forfeit participation in the Program.
- That I have read and will abide by the Discount Pass Program Policy.
- That if, at any time, my agency does not meet the Program Guidelines, the agency will forfeit participation in the Program.
- That the agency is registered with the IRS as a non-profit or governmental entity.

Signature

Date

Title

Phone

Please return this application by one of the following means:

Email: cleee@roundrocktexas.gov

In Person or Mail: Round Rock Transit
300 W. Bagdad Ave.
Round Rock, Texas 78664

For Round Rock Transit Use Only

☐ Approved

☐ Not Approved – Reason: _____



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Contract with Lone Star Paving for the 2017 Street Maintenance Program Seal Coat / Chip Seal - Downtown Area Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$224,680.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

Department: Transportation Department

Text of Legislative File 2017-4938

The City of Round Rock manages more than 1,150 lane miles of roadways within its jurisdiction. In order to preserve, and / or improve , the conditions of existing roadways, the City has developed a Street Maintenance Program (SMP). This program allows the City to monitor the state of its roadways and systematically repair, and / or overlay our city streets. The 2017 Street Maintenance Program Downtown Area Chip Seal/Seal Coat Project will provide a long lasting and durable driving surface for the specific streets within this area. This Project includes pavement repair as well as seal coat/chip seal.

On October 17, 2017 at 1:30pm, bids were received and opened. Two (2) responsive bid proposals were submitted:

Lone Star Paving	\$224,680.00
Alpha Paving	\$356,000.00

The engineer's opinion of probable construction cost was estimated at \$285,000. Based upon the careful review of the Bid Tabulation, the Transportation Department recommends the City of Round Rock approval of award to Lone Star Paving Inc. in the amount of \$224,680.00.

Cost: \$224,680.00

Source of Funds: General Self Financed Construction

RESOLUTION NO. R-2017-4938

WHEREAS, the City of Round Rock has duly advertised for bids for the 2017 Street Maintenance Program Seal Coat/Chip Seal – Downtown Area Project; and

WHEREAS, Lone Star Paving has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Lone Star Paving, 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 Lone Star Paving for the 2017 Street Maintenance Program Seal Coat/Chip Seal – Downtown Area 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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Project Consultant: N/A

SHEET: 1 of



ROUND ROCK TEXAS
TRANSPORTATION DEPARTMENT

Mayor
Craig Morgan

Mayor Pro-Tem
Will Peckham

Councilmembers
Tammy Young
Rene Flores
Frank Leffingwell
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

October 19, 2017

Subject: Recommendation to Award – 2017 SMP Seal Coat / Chip Seal – Downtown Area

Dear Mr. Hudder,

On October 17, 2017 bids were opened for the above reference project. Two (2) responsive bid proposals were submitted with total bid prices ranging from \$356,000.00 to \$224,680.00 Per the attached Bid Tabulation, Lone Star Paving is the apparent low bidder.

Based upon my review of the Bid Tabulation, I recommend the City of Round Rock to accept the bid of Lone Star Paving in the amount of \$224,680.00.

Sincerely,



Leah Collier, P.E.
Chief Transportation Engineer

Attachments: Bid Tabulation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Asphalt Inc., LLC dba Lone Star Paving Company
Austin, TX United States

Certificate Number:
2017-279568

Date Filed:
11/02/2017

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.

2017 SMP Residential Type F
Patch and chipseal City roads

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lundquist, Dean	Leander, TX United States	X	
	Wheeler, John	Austin, TX United States	X	
	Spin, Steve	Austin, TX United States	X	
	Cabaza, Aaron	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Carroll, Ben	San Antonio, TX United States	X	
	Carroll, Brian	Temple, TX United States		X
	Knox, Allen	Austin, TX United States	X	
	Patrick Wheeler Heritage Trust	Austin, TX United States	X	
	Nolan Wheeler Heritage Trust	Austin, TX United States	X	
	Preferred Materials	Round Rock, TX United States	X	
	Kaitlin Wheeler Heritage Trust	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-279568

Date Filed:
11/02/2017

Date Acknowledged:

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

Asphalt Inc., LLC dba Lone Star Paving Company
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.

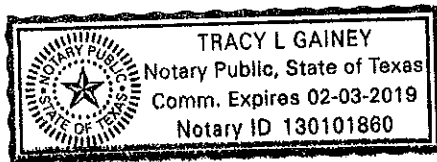
2017 SMP Residential Type F
Patch and chipseal City roads

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Scott Hawkins, this the 2nd day of Nov, 2017, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Tracy L. Gainey
Signature of officer administering oath

Tracy L. Gainey
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to GE Industrial Solutions for the purchase and installation of new circuit breakers for the Water Treatment Plant

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$186,000.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, GE Industrial Solutions Quote, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2017-4923

The City's Water Treatment Plant (WTP) has two Motor Control Centers (MCCs) that power the controls for all the plant's mechanical equipment. These MCCs have circuit breakers that are now obsolete and irreplaceable. Failure of one or more of the circuit breakers in question would result in the WTP being out of service. With original replacement parts no longer manufactured or available, the downtime of the WTP associated with a circuit breaker failure would be significant. The original equipment manufacturer, GE Industrial Solutions, is experienced with upgrading and retrofitting their discontinued circuit breakers. Due to the critical nature of this piece of equipment, GE Industrial Solutions should be selected for this retrofit work in order to minimize plant downtime and reduce the risk to the project and the City's water system.

The Utility staff recommends the City Council to authorize a Contract for \$186,000 for GE Industrial Solutions to supply and install new circuit breakers in the WTP's MCCs.

Cost: 186,000

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2017-4923

WHEREAS, the City of Round Rock (“City”) desires to purchase and install new circuit breakers for the Water Treatment Plant, and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements, and

WHEREAS, GE Industrial Solutions is the sole source provider of discontinued circuit breakers for the Water Treatment Plant, and

WHEREAS, the City wishes to issue a purchase order to GE Industrial Solutions, 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 GE Industrial Solutions for the purchase and installation of new circuit breakers for the Water Treatment Plant.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



BUYERS INFORMATION:

Quote Requested by	John Alligood
Company	City of Round Rock
Address	Round Rock, TX
Phone	512-801-4446
Email	jalligood@roundrocktexas.gov
Service Contact	Justin Cummings
Phone	337-354-9436
BUYER PO NO.	
DUNS #	

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if GE elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

QUOTATION NO.	DA062017-ROUNDRROCK-PB2 R2
DATE	October 4, 2017

SUBMIT PURCHASE ORDER TO:

GENERAL ELECTRIC INTERNATIONAL INC. (GE):

GE Contact	Lil Higgins
Address	GE International Inc. 3100 Technology Drive Ste. 200 Plano, TX. 75074
Phone	469 808 0754 972 767 4291
Email	Energy.Gulf_ind_Orders@ge.com

REMIT PAYMENT TO:

GENERAL ELECTRIC INTERNATIONAL INC.
PO Box 281997
Atlanta, GA 30384

Work Services Description

GE Industrial Solutions (GEIS) is pleased to offer this firm price proposal for the replacement of three (3) obsolete 2000AF/1600AT 480V PowerBreak Breakers with new 2000AF/1600AT PowerBreak 2 Breakers, and the replacement of three (3) obsolete 1600AF/1600AT PowerBreak Breakers with new 1600AF/a600AT PowerBreak 2 Breakers at the City of Round Rock Water Treatment Facility in Round Rock, TX. The workscope will be executed at a time that is mutually agreeable to both the Customer and GEIS. For estimating purposes, GEIS has assumed and outage will be scheduled after-hours, Monday-Thursday. GEIS is also giving the Customer the option of changing out one (1) breaker per outage (6 outages and mobilizations), or of changing out three (3) breakers per outage (2 outages and mobilizations).

Equipment and Material Included:

GEIS will provide the following material as part of this workscope:

- Three (3) 480V 2000 Amp Frame with 1600 Amp Trip GE PowerBreak 2 Breakers, each with
 - New Trim Plate
 - Kirk Lock Provision
 - Bolt-in Construction
- Three (3) 480V 1600 Amp Frame with 1600 Amp Trip GE Powerbreak 2 Breaker, each with
 - New Trim Plate
 - Kirk Lock Provision
 - Bolt-in Construction

Workscope:

GEIS will provide the manpower and material listed above to replace the existing Main-Tie-Main (M-T-M) Powerbreak breakers with new Powerbreak 2 breakers in two (2) switchboard line-ups at the City of Round Rock Water Treatment Facility. The existing M-T-M kirk interlock scheme will be replicated and confirmed.

The new PowerBreak 2 breakers will be commissioned as follows

LOW VOLTAGE FIX MOUNTED, INSULATED CASE, CIRCUIT BREAKERS

- The circuit breaker will be manually operated and inspected for proper open and close operation.
- The primary contact resistance of each phase will be measured with a ductor and recorded.
- Using a megohmmeter measure phase-to-phase and phase-to-ground insulation resistance.
- The circuit breakers equipped with solid state or microprocessor programmers (LSI) will be tested with via secondary current injection. The existing trip unit settings will be duplicated within the new Entelliguard Trip Units.
- The kirk lock M-T-M scheme will be verified to match the existing

Upon completion of the installation and commissioning, GEIS will provide one (1) electronic copy of an Engineering Appraisal Report to include the following:

- Workscope
- Equipment
- Test Procedures and Data Sheets
- Conclusions and Recommendations

Price, Terms and Conditions

GE will provide the material and services, as described above, for the following firm price:

One Hundred Eighty-Six Thousand Dollars

\$ 186,000.00 (USD)

Breakout Pricing as follows:

Three (3) 2000AF Breakers	\$ 67,160.00 (LOT)
Three (3) 1600A Breakers	\$ 64,375.00 (LOT)
Installation and Commissioning (6 Breakers)	\$ 54,465.00 (LOT)

Note: Breakouts for accounting purposes only. Price above is contingent on complete package purchase

- Price is valid for work completed by March, 2018
- Invoice(s) to be issued upon receipt of equipment and completion of workscope
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and Terms and Conditions for Sale of Products and Services Form ES 104 (Rev 4) ("Terms and Conditions") as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon GE unless specifically agreed to in writing by GE's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and GE's performance of work shall constitute assent to the Terms and Conditions. Oral agreements and/or commitments to perform services are not enforceable.

Additional Services

Should the Buyer desire to have GE perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with GE's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or GE's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize GE personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. GE shall be under no obligation to commence work unless safety practices are acceptable to GE. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing GE personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high risk operations including electrical work when a single GE representative is dispatched. This person must be visually present during all electrical work and high risk operations. If not present then GE will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including: closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.

- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to GE, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of GE to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. GE would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- On-site work will be performed at a time that is mutually agreeable to both the Customer and GEIS, Monday-Friday, 08:00-17:00, excluding Holidays and Weekends
- Any items or services not specifically outlined herein are not included.
- Circuit breakers equipped with thermal or thermal-magnetic trips (Molded Case Breakers) will not be tested via primary current injection
- Relay and trip unit settings will be provided by others in an electronic software format.
- Data Mapping, set-points and communication with new or existing equipment is not included within this scope.
- GE assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that GE obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, GE shall notify the Buyer. If such condition(s) exist and this causes an increase in GE's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of GE, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of GE occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by GE) or should the Buyer desire to have GE perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all GE project management, field engineers, field engineering service technicians and/or craftsmen.
- GE expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of GE employees' travel from their headquarters to work site and return, shall be considered as time worked. GE requires a minimum two (2) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by GE or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and GE's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

GENERAL ELECTRIC INTERNATIONAL, INC.

By:	Roger Andrews		
Title:	Senior Sales Manager		
Email:	roger.andrews@ge.com		
Phone:	2281-740-2145	Fax:	

BUYER:

Company:			
By:	(Signature)		
Title:			
Email		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to GE. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of GE.

Commercial Rates for Industrial Services

Effective: March, 2017

8-Hour Daily Rates U.S. Dollar

Service Description	Weekday	Saturday	Sunday / Holiday
Field Services			
Field Engineer	\$2,090	\$3,014	\$3,938
Specialized Field Engineer	\$2,552	\$3,707	\$4,862
Consulting Engineer	\$3,675	\$5,197	\$7,114

Service Center

Service Center Specialist	\$2,090	\$3,014	\$3,938
Service Tech Work Leader	\$1,713	\$2,473	\$3,218
Service Technician	\$1,654	\$2,363	\$3,066

Phone Support \$1,100/week

Tooling Rates

IR Camera	\$75/day	\$100/week
Marathon Test Set	\$125/day	\$500/week
Online Motor Test Set	\$250/day	\$1,000/week
Offline Motor Test Set	\$250/day	\$1,000/week
Primary Current Injection Set	\$350/day	\$1,400/week
Relay Test Set	\$300/day	\$2,000/week
Power Factor Test Set	\$500/day	\$2,000/week
Vacuum Oil Processor	\$2,500/day	

Field Engineer

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and do not include design effort.

Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance and upgrade work associated with:

- Medium voltage motors, & generators
- Paneling Switchgear
- Synchronous motors & generators, including excitation
- Medium voltage drives
- Legacy drive products, including: DC/AC2000, DC/DC/AC300, Innovation, Sifran & Voluval
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work with a minimum 14 hour / day billing. Platform work requires a pay differential.

Consulting Engineer

Consulting engineers provide services requiring a high level of engineering or technical expertise and typically include analysis and diagnosis of a problem. A consulting engineer has specialized background, experience, and training in application, design, analysis, systems and automation.

Service Center

Service Center Specialist: Provides overall coordination and technical leadership on-site and in shop of service craftsmen and Work Leaders.

Service Center Work Leader: Provides on-site and in shop hands on leadership of GE craftsmen on a per shift basis.

Service Technicians: Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid & LTC)
- Motors, Drives & Controls Equipment
- Switchgear
- Mechanical
- Hydr (Electrical, Mechanical) & Controls

GE Energy Connection's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both GE and non-GE equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

For more information contact your local GE office or call our 24x7 customer service center at 888-434-7578 or 540-387-8817 or visit us at www.ge.com/industrialconnections

Typical Installations, Services, Repairs, and Products:

- Transformer Including Mechanical, Electrical, Fluid & LTC
- Power Delivery Equipment
- Motors, Drives and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour. Overtime Double Time

Field Engineer	\$346.00	\$462.00
Specialized Field Engineer	\$433.00	\$577.00
Consulting Engineer	\$644.00	\$858.00
Service Center Specialist	\$346.00	\$462.00
Service Tech Work Leader	\$278.00	\$371.00
Service Technician	\$264.00	\$352.00

For less than 24 hour response, a 1.35 multiplier is used for daily, overtime and double time rates.

Overtime applies to billable weekday hours 9-12. Double time applies to: Billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and/or report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the GE Representative's official service center.

3. Additional travel and living expenses include:

Overnight stay	\$160 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local GE representative for a local per diem rate.
5. Materials, subcontract labor and equipment required to support GE will be provided at cost + 35%.
6. All equipment is FOB shipping point, seller's dock with freight prepaid and charged 3% of material price. A minimum per shipment charge of \$100.00 shall apply. Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
7. Consult with local GE office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
8. All rates are for hours worked, traveled, or on standby and are based on GE's standard terms and conditions of sale (Form ES 104 Rev 4). Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
9. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
10. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BIOSSET + HIVEI	\$1,500

Notes: All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.
11. All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.

** The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/fee that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact GE to see if a Location Premium applies to your location.



Terms and Conditions for Sale of Products and Services

Form ES 104 (Rev. 4)

NOTICE Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these Terms and Conditions for Sale of Products and Services, including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. If the Contract Price is less than U.S. Two Hundred Fifty Thousand Dollars (\$250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pre-advance payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to a matching extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item.

departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of

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exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred, (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due, (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices, and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates, (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party, (iii) is independently developed by Receiving Party or its representatives or

affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

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7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws, (ii) Automobile Liability Insurance with a combined single limit of \$2,500,000.00, and (iii) Commercial General Liability or Public Liability Insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment commitment.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

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13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out-tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but to no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business, or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of US \$5,000,000, in which event it

shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Terms and Conditions for the Sale of Products and Services, Form ES 104 and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial items" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.



Industrial Solutions

Roger Andrews
Senior Sales Manager

Westway Plaza,
11330 Clay Rd
Houston TX 77041

T 281-740-2145
Roger.andrews@ge.com

Mr. John Alligood
Utility Systems Integrator
WTP City of Round Rock

October 5th 2017

Dear Mr. Alligood:

This letter is in reference to GE Industrial Solutions Quotation DA062017-ROUNDROCK-PB2 R2 for the upgrade modifications to the existing GE PowerBreak I (PB1) Breakers located at the Water Treatment Plant in City of Round Rock. Existing PB1 Breakers are now obsolete and have been replaced with the new GE Powerbreak 2 (PB2) Breakers. As the OEM (Original Equipment Manufacturer), GE has developed a retrofit solution for, and is proposing the retrofit of, the obsolete PB1 Breakers with the new PB2 Breakers. This retrofit, utilizing GE equipment and GE Field Services for installation and commissioning, is the only solution recognized by GE, the OEM, for continued operation and reliability.

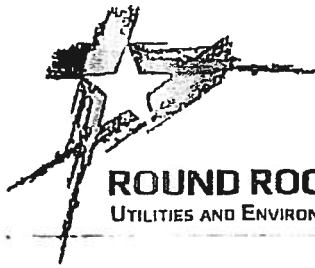
As the OEM, GE does not recognize any non-OEM breakers as an adequate replacement for the obsolete PB1 Breakers, nor does it authorize any service organization other than GE Services to install and commission the replacement PB2 breakers. GE OEM warranty applies.

Should modifications be made by non-GE service personnel, GE cannot provide, whether implied or otherwise, any equipment or service warranty. Additionally, non-OEM upgrades may void any UL listing on the GE Equipment.

Please feel free to contact us directly should you have questions, concerns, or comments regarding our offering

Sincerely,

Roger Andrews
Senior Sales Manager
GE Industrial Solutions



ROUND ROCK TEXAS
UTILITIES AND ENVIRONMENTAL SERVICES DEPARTMENT

Mayor
Craig Morgan

Mayor Pro-Tem
Will Peckham

Councilmembers
Tammy Young
Rene Flores
Frank Leffingwell
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

September 7, 2017

Attn: Michael Schurwon / Purchasing

Water Treatment Plant Main Circuit Breaker Replacement Background and Rationale

The City retained CDM Smith to develop an Engineering Report evaluating specific utility infrastructure needs at the Water Treatment Plant. The report includes a recommendation that the Water Treatment Plant Main Circuit Breakers be replaced under a turn-key project by the original equipment manufacturer (OEM), General Electric.

The Circuit Breaker replacement recommendation is based on the IEEE Yellow Book, Maintenance, Operation, and Safety of Industrial and Commercial Power Systems. The existing circuit breakers have become obsolete and replacement parts are no longer available. This is further expanded upon in the following excerpts from the engineering report:

- Quoting section 1.1.3 of the Engineering Report, "Another factor in maintainability is equipment obsolescence. Electrical equipment with electronics may have a useful life of less than 20 years as Manufacturers' designs are upgraded on a shorter design cycle and spare parts are no longer available."
- Quoting section 1.2.1 of the Engineering Report concerning Switchboards DS-2 and MCC-6R/6L, "GE has discontinued manufacturing the Power Break circuit breaker in 2008 and the remaining inventories of these breakers are now depleted."
- Quoting section 3.4 of the Engineering Report, "Switchboard DS-2 and motor control center MCC-6R/6L have obsolete circuit breakers installed within them and it is recommended that they be upgraded by the original equipment manufacturer (OEM). The OEM has provided a quote for the turn-key services required to upgrade/retrofit the discontinued circuit breakers. The replacement would be phased such to minimize any plant downtime. The quote has the proposed work description and is located in Appendix B."


Failure of one or more of the circuit breakers in question would result in the water treatment plant being out of service. With original replacement parts no longer manufactured or available, the downtime of the plant associated with a circuit breaker failure would be significant. The OEM, General Electric, is experienced with upgrading and retrofitting their discontinued circuit breakers. Due to the critical nature of this piece of equipment, the OEM should be used in order to minimize plant downtime and reduce the risk to the project and water system.

For these reasons, we are requesting the City take CDM Smith's recommendations to hire General Electric to replace the Circuit Breakers as described in Appendix B of CDM Smith's engineering report.

TECHNICAL MEMORANDUM

WTP & Lake Georgetown Pump & Power Modifications Preliminary Engineering

Final Report

Mark G. Handley

06/30/2017

David C. Briggs

30 JUNE 2017

City of Round Rock, Texas

June 2017

**CDM
Smith**

TBPE Firm Registration No. F-3043

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- IEEE Gold Book - Design of Reliable Industrial and Commercial Power Systems
- IEEE Emerald Book - Powering and Grounding Sensitive Electronic Equipment

1.1.3 Maintainable Criteria

Electrical systems require periodic maintenance. Adequate maintenance is a key component of a reliable system. Electrical maintenance activities typically include infrared testing for hot spots, torquing of electrical connections, cleaning and lubrication of equipment, and testing of protective devices to insure they will function correctly when called upon to do so. With the exception of infrared testing, the electrical maintenance activities described previously must be done with the equipment de-energized. In a continuous process plant such as a water treatment plant, an electrical system design that allows for shutdown of electrical equipment for maintenance yet still maintaining the process is crucial.

Another factor in maintainability is equipment obsolescence. Electrical equipment typically has a useful life of 20 to 30 years depending upon the type of equipment. Electrical equipment with electronics may have a useful life of less than 20 years as Manufacturers' designs are upgraded on a shorter design cycle and spare parts are no longer available.

Finally, heavily loaded electrical equipment in hot, humid, dusty and corrosive environments will require more maintenance and earlier replacement than lightly loaded electrical equipment located in clean climate controlled areas.

The IEEE recommended practices concerning maintenance are contained in:

- IEEE Yellow Book - Maintenance, Operation, and Safety of Industrial and Commercial Power Systems

1.2 Existing Electrical Systems

This section provides a brief description of the existing electrical distribution system (EDS) at the CORR WTP and Lake Georgetown RWPS that were evaluated during site visits conducted by CDM Smith.

1.2.1 CORR Water Treatment Plant Electrical System

The CORR WTP EDS receives utility electrical service from Oncor. CDM Smith evaluated five distinct 480-Volt Services at the WTP. The first three services provide power for the High Service Pump Stations and the remaining services provide power to the plant operations building.

The first service leaves a 1500 KVA (kilo-Volt Amperes) utility owned pad-mounted transformer and terminates into two separate Allen Bradley Bulletin 2100 motor control centers (MCC) **MCC-1** and **MCC-2**. Allen Bradley still supports this product line. **MCC-1** and **MCC-2** are located in the High Service Booster Pump Station building and provide power to the Booster Pumps designated as HSP-01 through HSP-06. The booster pumps have constant speed motors started across-the-line. Power factor correction for each motor is achieved via individual capacitor banks located above the MCCs. The building was constructed in 1981 with modifications occurring in 1999 and 2006. The MCCs are in fair condition but deemed at the end-of-useful life given Task 2 objectives and currently have the following deficiencies:

- **NPFA 70 225.31 and 225.32**- Means are required for disconnecting all ungrounded conductors that supply the building. The generator feeder is connected directly to the switchboard bus without means of disconnect.

The fourth and fifth service leave separate 1500 KVA utility owned pad-mounted transformers and terminate into main-tie-main (MTM) switchboards **DS-1**, **DS-2**, and **MTM MCC-6R/6L** respectively. The switchboards and MCC are in fair condition and have the following deficiencies:

- **NFPA 70E 130.5** – Arc flash risk assessment is required.
- **NFPA 70 110.16** - Electrical equipment such as switchboards and motor control centers require Arc-Flash Hazard Warning Labels.
- **NFPA 70 240.87** – Method to reduce clearing time shall be provided for circuit breakers rated 1200A or higher.
- **Switchboard DS-2 and MCC-6R/6L**- GE has discontinued manufacturing the Power Break circuit breaker in 2008 and the remaining inventories of these breakers are now depleted. Although an engineered solution to replace these breakers has been developed, the overall switchboard is deemed at the end-of-useful life given the age and signs of moderate corrosion on the equipment. The circuit breakers in switchboard **DS-1** have the newer version and do not need to be upgraded.

1.2.2 Lake Georgetown Raw Water Pump Station Electrical System

The RWPS EDS receives utility electrical service from Pedernales Electric Cooperative (PEC). CDM Smith evaluated three distinct 2400 Volt services at this site. Each service provides power to a stand-alone electrical building.

The first service leaves a 1000 KVA CORR owned pad-mounted transformer and terminates into Siemens-Allis medium-voltage switchgear. The switchgear powers a Siemens-Allis MCC. Siemens still supports this product line. The electrical equipment is located in its own electrical building and provides power to the Raw Water Pumps designated as RWP-04, RWP-05, and RWP-06. The raw water pumps are constant speed motors started across-the-line (ATL). Power factor correction is provided via capacitor banks located adjacent to the MCC. The building was constructed in 1981. The switchgear and MCC are in fair condition and deemed at the end-of-useful life given their age and Task 2 objectives. The following deficiencies were:

- **NFPA 70E 130.5** – Arc flash risk assessment is required.
- **NFPA 70 110.16** - Electrical equipment such as switchgear and motor control centers require Arc-Flash Hazard Warning Labels.

The second service leaves a 1000 KVA CORR owned pad-mounted transformer and terminates into GE 1200 A LimitAmp medium-voltage switchgear. GE still supports this product line. The switchgear in-turn powers three Robicon VFDs. Siemens now owns Robicon and provides support for the Robicon line. The electrical equipment is located in its own electrical building and provides power to the Raw Water Pumps designated as RWP-07, RWP-08, and RWP-09. The

- Connect one of the backwash pumps BWP-01 or BWP-02, and one or more of the high service pumps to SWGR-5. HSPS building will ultimately experience an extended power outage. The use of the existing generator via the new switchgear could be utilized temporarily for backwash pump operations and even high service pump operations while the utility transformer secondary service is installed.
- Remove switchboard DS-5 in its entirety. Connect the remaining loads to the new switchgear.
- Similar type of sequencing could be applied to Electrical Building No. 2 if required.

3.4 Plant Operations Phase III and IV Electrical System

CDM Smith investigated two additional 480 Volt services at the plant operations building at the request of CORR. The first and second service terminate into General Electric (GE) switchboards **DS-1**, **DS-2**, and motor control center **MCC-6R/6L**. Switchboard **DS-1** has PowerBreak II type circuit breakers installed and would not require any upgrades. Switchboard **DS-2** and motor control center **MCC-6R/6L** have obsolete circuit breakers installed within them and it is recommended that they be upgraded by the original equipment manufacturer (OEM). The OEM has provided a quote for the turn-key services required to upgrade/retrofit the discontinued circuit breakers. The replacement would be phased such to minimize any plant downtime. The quote has the proposed work description and is located in Appendix B.

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:
2017-279725

Date Filed:
11/03/2017

Date Acknowledged:

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

GE Industrial Solutions
Plano, TX United States

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

City of Round Rock

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

000000
Service to be completed on electrical equipment, specifically the Power Break II Upgrade.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	General Electric Company	Boston, MA United States	X	
	Jeffrey, Steinebrey	Wilmington, TX United States	X	
	Michael, Werner	Wilmington, DE United States	X	
	Susan, Delgado	Wilmington, DE United States	X	
	Michael , Geary	Wilmington, DE 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

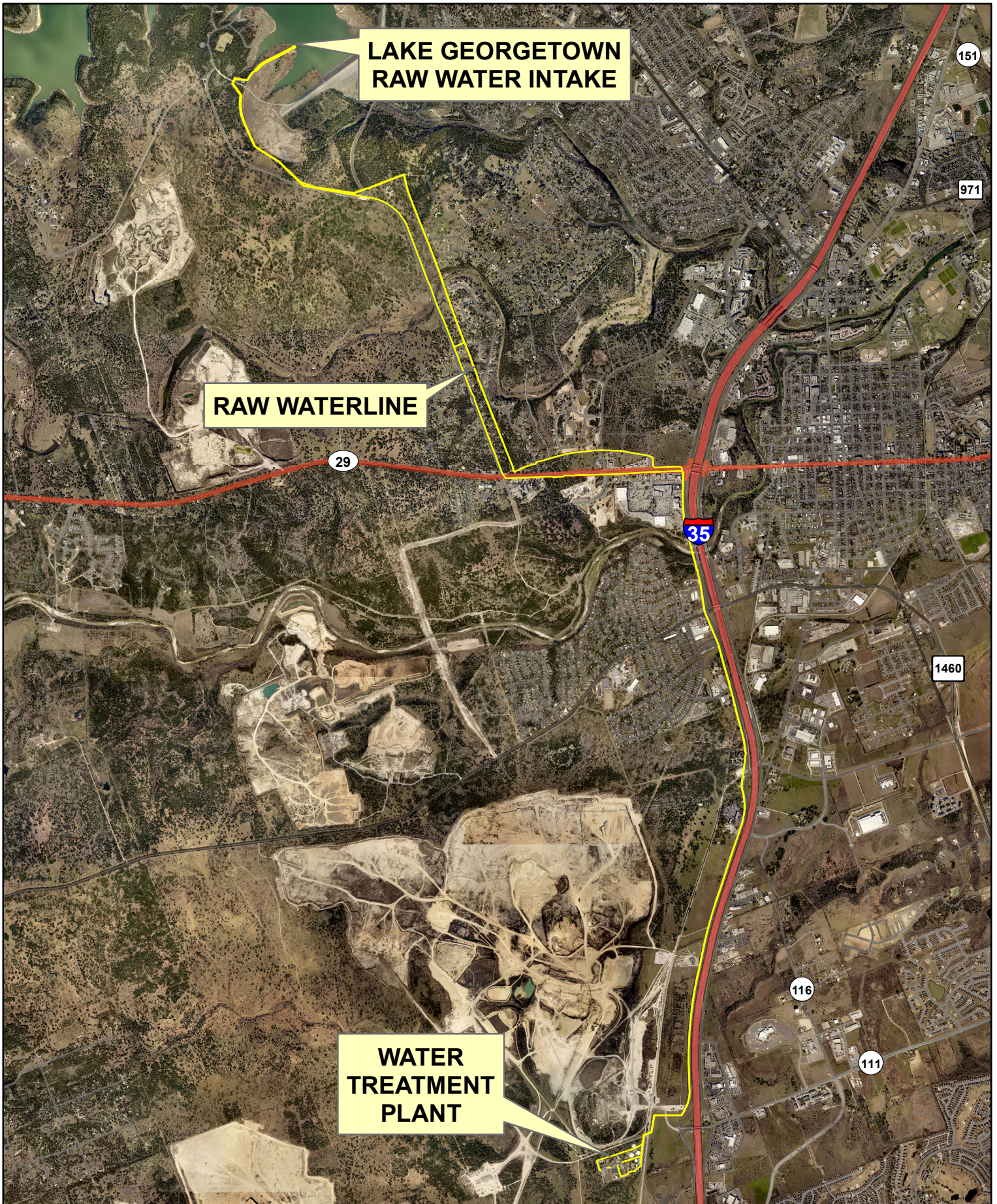
Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Document Path: O:\Workspaces_CIS+Utilities_workspace\MAPS\2017\Council\WTP_LkGtownPump_PowerModifications\WTP_LkGtownPump_PowerModifications.mxd



Date: 10/23/2017



WATER TREATMENT PLANT & LAKE GEORGETOWN PUMP & POWER MODIFICATIONS





City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Contract with Whitestone Civil Construction, LLC for the Greenlawn Wastewater Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$116,185.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Bid Tab, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2017-4943

In January of 2013, the City involuntarily annexed the property, known as Greenlawn Plaza, located on the east side of IH-35 just north of the intersection of Greenlawn Boulevard and the northbound frontage road of IH-35. State rules require the City to provide water and wastewater service to all legal lots within the annexed area within two and a half years after annexation. A wastewater line was designed to serve this property but would require an easement from Whittlesey Landscape Supplies which is located north of the Auspro property (Planet K). Whittlesey did not agree to grant the City an easement for the proposed wastewater line route and were forcing the City to go to condemnation for the necessary easement.

The City is responsible for providing wastewater service to the Greenlawn Plaza which is currently occupied by The Mattress Store. Since the proposed gravity wastewater line from the north will require condemnation of an easement to construct the line, which will take additional time, the Utility staff has proceeded to design an alternative option to provide wastewater service to Greenlawn Plaza. This option forces the wastewater south to the Windermere lift station and includes the installation of a grinder pump and force main.

The Mattress Store is now open, and the City has been vacuum cleaning a manhole on site twice a week and hauling it away. The possibilities of a wastewater overflow creates an unsafe condition and the Utility Staff deems it necessary to treat this as a significant health, safety, and welfare project and has quickly attained three quotes from capable contractors.

The three quotes range from \$116,185 to \$129,921 with Whitestone Civil offering the lowest

bid for the project. The Utility staff requests and recommends approval of this contract to provide wastewater service to Greenlawn Plaza.

Cost: \$116,185

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2017-4943

WHEREAS, the City of Round Rock (“City”) is responsible for providing wastewater service to Greenlawn Plaza; and

WHEREAS, the City was not granted an easement for the proposed wastewater line project (“Greenlawn Wastewater Extension Project”) designed to serve this property; and

WHEREAS, the City has been vacuum cleaning a manhole on site and the possibilities of a wastewater overflow creates an unsafe condition; and

WHEREAS, the City’s Utility Staff has deemed the Greenlawn Wastewater Extension Project as a significant health, safety, and welfare project; and

WHEREAS, City Staff sought bids from capable contractors for the Greenlawn Wastewater Extension Project; and

WHEREAS, Whitestone Civil Construction, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Whitestone Civil Construction, 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 a contract with Whitestone Civil Construction, LLC for the Greenlawn Wastewater Extension 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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Utilities & Environmental Services

2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : AM
 DATE : Septmber 12, 2017

BID TABULATION

SHEET: 1 of 1

CONTRACT : Greenlawn Wastewater Extension				Whitestone Civil		Austin Underground		Bruce Flanigan		N/A	
LOCATION : Round Rock, TX				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety?	
DATE: Septmber 12, 2017				Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond?	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	MOBILIZATION (NOT TO EXCEED 5%)	1	LS	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$6,464.00	\$6,464.00		\$0.00
2	MULCH LOG	150	LF	\$15.00	\$2,250.00	\$13.00	\$1,950.00	\$13.70	\$2,055.00		\$0.00
3	PVC SDR-26 PRESSURE PIPE, 6-IN DIA. INCLUDING EXCAVATION AND BACKFILL	125	LF	\$50.00	\$6,250.00	\$42.00	\$5,250.00	\$103.60	\$12,950.00		\$0.00
4	POLY SDR-9 PRESSURE PIPE, 1.5-IN DIA. INCLUDING EXCAVATION AND BACKFILL	985	LF	\$20.00	\$19,700.00	\$11.00	\$10,835.00	\$30.90	\$30,436.50		\$0.00
5	TRENCH SAFETY SYSTEM	125	LF	\$5.00	\$625.00	\$4.50	\$562.50	\$14.10	\$1,762.50		\$0.00
6	WASTEWATER CLEANOUT	2	EA	\$400.00	\$800.00	\$750.00	\$1,500.00	\$1,555.00	\$3,110.00		\$0.00
7	BORE UNDER DRIVEWAY INCLUDING 4-INCH CASING PIPE	80	LF	\$130.00	\$10,400.00	\$225.00	\$18,000.00	\$48.20	\$3,856.00		\$0.00
8	GRINDER PUMP STATION	1	LS	\$28,000.00	\$28,000.00	\$19,000.00	\$19,000.00	\$31,979.00	\$31,979.00		\$0.00
9	ELECTRICAL WIRING FOR GRINDER PUMP STATION INCLUDING EXCAVATION BACKFILL AND CASING PIPE	1	LS	\$37,000.00	\$37,000.00	\$39,000.00	\$39,000.00	\$27,261.00	\$27,261.00		\$0.00
10	TIE INTO EXISTING MANHOLE	1	EA	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$1,878.00	\$1,878.00		\$0.00
11	CUT AND PLUG EXISTING WATERLINE STUBOUT	1	LS	\$400.00	\$400.00	\$2,300.00	\$2,300.00	\$855.00	\$855.00		\$0.00
12	RESTORE EXISTING SITE IRRIGATION	280	LF	\$7.00	\$1,960.00	\$29.00	\$8,120.00	\$13.40	\$3,752.00		\$0.00
13	REVEGITATE DISTURBED AREAS	1	LS	\$4,000.00	\$4,000.00	\$6,400.00	\$6,400.00	\$3,562.00	\$3,562.00		\$0.00
TOTAL:					\$116,185.00		\$120,917.50		\$129,921.00		\$0.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-279717

Date Filed:
11/03/2017

Date Acknowledged:

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

Whitestone Civil Construction LLC
Cedar Park, 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.

Greenlawn Wastewater Extension
Installation of utilities

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.

Matthew Lewis

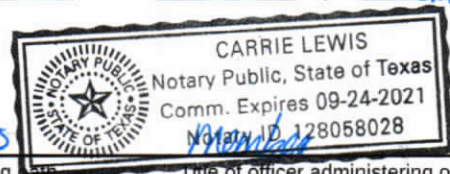
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

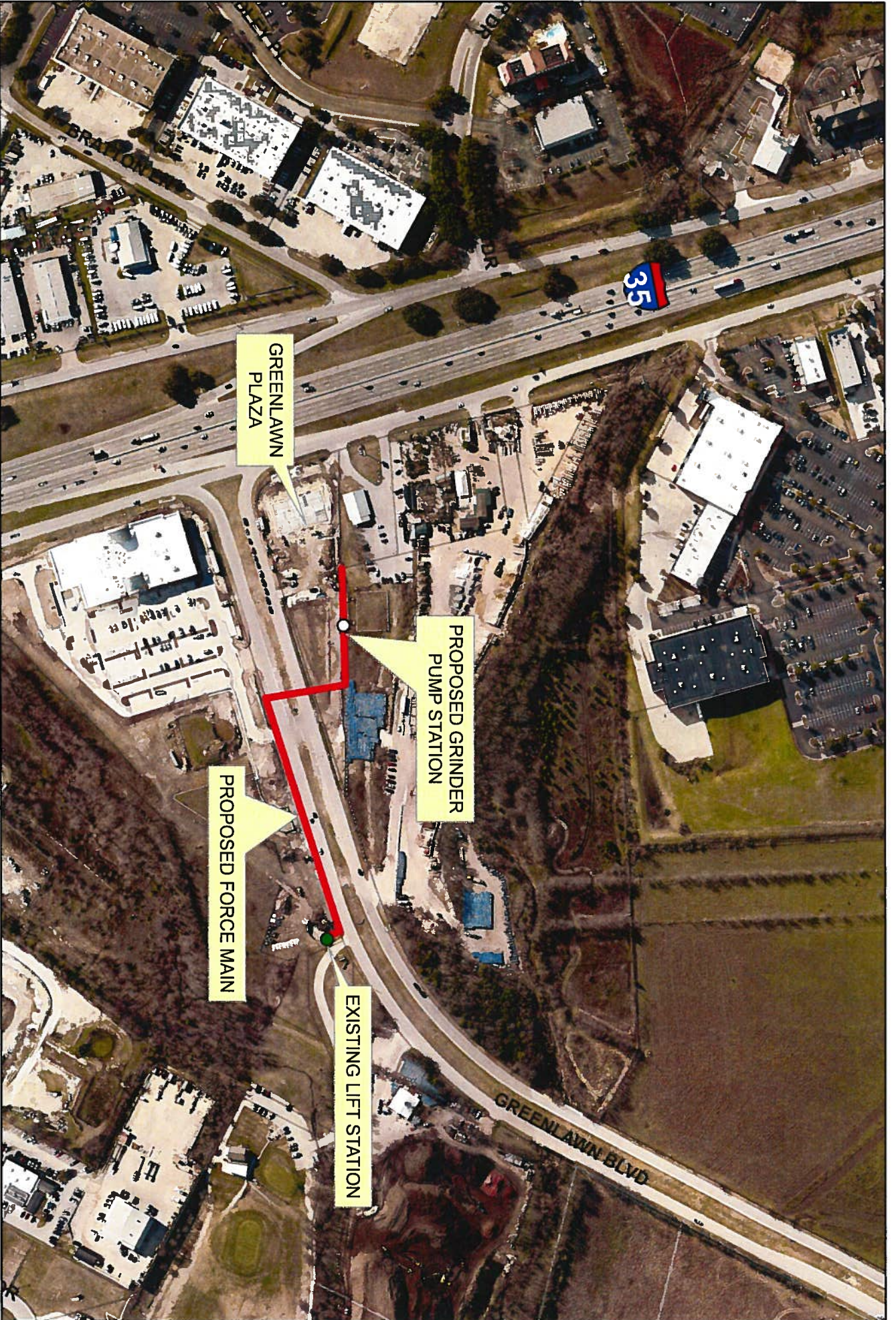
Sworn to and subscribed before me, by the said Matthew Lewis, this the 3rd day of November, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath



Title of officer administering oath



**GREENLAWN PLAZA
WASTEWATER LINE IMPROVEMENTS**





City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for the renovation of golf course features at the Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$2,160,361.00

Indexes: General Self-Financed Construction; Golf Course Revenue Fund

Attachments: Resolution, Bid Tab, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2017-4931

Mid-America Golf & Landscape Inc., will provide construction services required for the primary course renovation work at Forest Creek Golf Club. Services to include, but not limited to, construction of new green complexes, re-development of the driving range, and renovation of course bunkers.

Cost breakdown by funding source:

General Self-Financed Construction Fund: \$1,229,979.20

Golf Course Fund: \$28,521.80

Excess General Self-Financed Construction Fund: \$901,860

Cost: \$2,160,361.00

Source of Funds: General Self-Financed Construction, Golf Course Fund, and excess General Self-Financed Construction funds requested

RESOLUTION NO. R-2017-4931

WHEREAS, the City of Round Rock has previously determined in Resolution No. R-2017-4758 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the renovation of golf course features at the Forest Creek Golf Club, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc., Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc. for the renovation of golf course features at the Forest Creek Golf Club.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Competitive Sealed Proposal Ranking for: Forest Creek Golf Club Renovation Schedule 'A'

Contractor Name	Bid Bond, Etc.	Add #1 Received	Add #2 Received	Base Price	Alternates Totals	Total Cost	Price 40pts.	Past Projects with References Listed 20pts.	Team Qualifications & Experience 20pts.	Project Plan, Approach and Quality Control 20pts.	Compliance with Bid Format 0 to -10pts.	Total Points	FINAL RANKING
Mid America Golf				\$2,160,361.00	-\$371,967.00	\$1,788,394.00							
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			40.00	19.43	19.86	17.00	-2.14	94.14	1
				\$2,395,470.00	-\$505,860.00	\$1,889,610.00							
Golf Creations				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			37.86	15.43	20.00	18.00	0.00	91.29	2
				\$2,599,990.00	-\$472,960.00	\$2,127,030.00							
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			33.63	18.43	16.57	15.86	-1.00	83.49	3
Wadsworth Golf Const				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	

Date: 10/11/2017

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:
2017-275989

Date Filed:
10/24/2017

Date Acknowledged:

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

Mid-America Golf and Landscape, Inc.
Lees Summit, MO 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, TX

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.

Forest Creek Golf Club
Golf Course Renovation

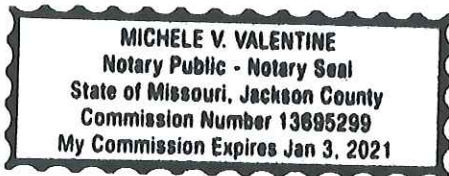
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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 Mike Cordell Sec./Treas., this the 24th day of October, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Michele V Valentine
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for irrigation renovation at the Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$1,185,330.00

Indexes:

Attachments: Resolution, Bid Tab, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2017-4932

Mid-America Golf & Landscape Inc., will provide construction services required for the installation of a new irrigation system at Forest Creek Golf Club.

Cost: \$1,185,330.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2017-4932

WHEREAS, the City of Round Rock has previously determined in Resolution No. R-2017-4757 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the irrigation renovation at the Forest Creek Golf Club, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc., Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc. for the irrigation renovation at the Forest Creek Golf Club.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Competitive Sealed Proposal Ranking for: Forest Creek Golf Club Renovation Sch B

Contractor Name	Bid Bond, Etc.	Add #1 Received	Add #2 Received	Base Price	Alternates Totals	Total Cost	Price 40pts.	Past Projects with References Listed 20pts.	Team Qualifications & Experience 20pts.	Project Plan, Approach and Quality Control 20pts.	Compliance with Bid Format 0 to -10pts.	Total Points	FINAL RANKING
Mid America Golf				\$1,185,330.00		\$1,185,330.00	40.00	18.00	20.00	16.00	-3.00	91.00	1
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
VM Golf Services				\$1,599,841.64		\$1,599,841.64	29.64	15.00	20.00	10.00	-3.00	71.64	2
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									

Date: 10/11/2017

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.

Mid-America Golf and Landscape, Inc.
Lees Summit, MO United States

Certificate Number:
2017-277437

Date Filed:
10/27/2017

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, TX

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.

Irrigation Renovation
Forest Creek Golf Club Irrigation Renovation

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

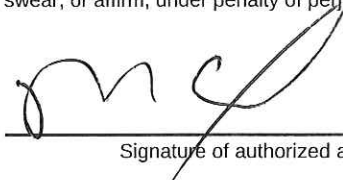
5 Check only if there is NO Interested Party.



6 AFFIDAVIT

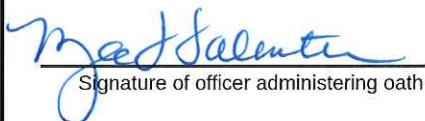
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MICHELE V. VALENTINE
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission Number 13695299
My Commission Expires Jan 3, 2021


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Cordell Sec/Trans, this the 27th day of October, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Michele Valentine
Printed name of officer administering oath

Notary
Title of officer administering oath

TEXAS ETHICS COMMISSION



Certificate of Interested Parties - Submitted

Submitted on Fri Oct 27 12:37:30 CDT 2017

Unique Certificate Identifier: 2017-277437

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City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Mid-America Golf & Landscape Inc. for bridge repair and replacements at the Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$311,260.00

Indexes:

Attachments: Resolution, Bid Tab, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2017-4933

Mid-America Golf & Landscape Inc., will provide construction services required for the replacement and/or refurbishment of all cart bridges at Forest Creek Golf Club.

Cost: \$311,260.00

Source of Funds: General Self Finance

RESOLUTION NO. R-2017-4933

WHEREAS, the City of Round Rock has previously determined in Resolution No. R-2017-4759 that “Competitive Sealed Proposal” is the delivery method which provides the best value for bridge repair and replacements at the Forest Creek Golf Club, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc., Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Mid-America Golf & Landscape Inc. is the offeror which offers the best value for the City.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with Mid-America Golf & Landscape Inc. for bridge repair and replacements at the Forest Creek Golf Club.

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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Competitive Sealed Proposal Ranking for: Forest Creek Golf Course Renovation Sch C

Contractor Name	Bid Bond, Etc.	Add #1 Received	Add #2 Received	Base Price	Alternates Totals	Total Cost	Price 40pts.	Past Projects with References Listed 20pts.	Team Qualifications & Experience 20pts.	Project Plan, Approach and Quality Control 20pts.	Compliance with Bid Format 0 to -10pts.	Total Points	FINAL RANKING
Mid America Golf				\$311,260.00	\$17,400.00	\$328,660.00	40.00	17.57	16.00	14.00	-2.00	85.57	1
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
				\$477,100.00	\$13,300.00	\$490,400.00							
JCF Bridge&Concrete				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			26.81	19.86	20.00	18.00	0.00	84.66	2
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
Proposer's Name				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score			#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	

Date: 10/11/2017

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.

Mid-America Golf and Landscape, Inc.
Lees Summit, MO United States

Certificate Number:
2017-277436

Date Filed:
10/27/2017

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, TX

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.

Bridge Repair and Replacement
Forest Creek Golf Club Bridge Repair and Replacements

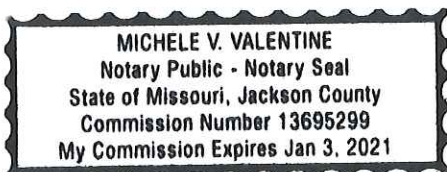
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

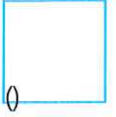
Sworn to and subscribed before me, by the said Mike Cordell Sec/Treas, this the 27th day of October, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Michele V Valentine
Printed name of officer administering oath

Notary
Title of officer administering oath

TEXAS ETHICS COMMISSION



Certificate of Interested Parties - Submitted

Submitted on Fri Oct 27 12:35:39 CDT 2017

Unique Certificate Identifier: 2017-277436

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City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution authorizing the City Manager to issue a purchase order with Professional Turf Products, L.P. for irrigation materials for the Forest Creek Golf Club Renovation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$244,025.00

Indexes:

Attachments: Resolution, Buyboard Quote, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2017-4934

Professional Turf Products, L.P., will provide irrigation supplies, to be installed by others, for the irrigation system replacement at Forest Creek Golf Club.

Cost: \$244,025.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2017-4934

WHEREAS, the City of Round Rock (“City”) desires to purchase irrigation materials for the Forest Creek Golf Club Renovation Project, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, Professional Turf Products, L.P. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Professional Turf Products, L.P.,
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 Professional Turf Products, L.P. for the purchase of irrigation materials for the Forest Creek Golf Club Renovation 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 9th day of November, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Professional Turf Products, L.P.
Houston, Texas 77041
5520 Brittmoore
Rick Partain
(281) 300-2306
partainr@proturf.com



Ship To	Forest Creek Golf Club	Date	August 3, 2017
Bill To	City of Round Rock	Tax Rate	
Contact	Will Bell	PKG Discount (\$\$)	\$155,600.00
Address	99 Twin Ridge Pkwy.	Account Executive	brownp@proturf.com
City	Round Rock, TX	Finance	
State	TX	Account Type	STD
Postal Code	78664-9603	Pricing & Package Discount reflects Kemper National Account agreement - may be procured through BuyBoard #529-17. Product VE FLX.	
Phone	(512) 388 2874		
Email	wbell@kempersports.com		

Proposal

Qty	Model #	Description	Unit	Extended
1	GT	Ground Testing (Includes up to 30 Ground Points w/ maximum 8 Hours onsite)	\$1,000.00	\$1,000.00
1	CS_Opt	CS Optimization (Includes computer set-up & training, initial file upload, and STD antenna installation w/ maximum 16 hours labor)	\$3,500.00	\$3,500.00
1	RF_Opt	RF Optimization (Includes Frequency Survey, FCC License application, and base radio w/ maximum 8 hours onsite)	\$2,500.00	\$2,500.00
28	EOsmac_freq	E-Osmac Satellite frequency programming (each satellite)	\$35.00	\$980.00
		Service	\$	7,980.00
2	TK3180K4LKP	Full Key Pad, 512 Ch 5W, UHF 450-520mhz, Heavy Duty 2yr War	\$800.00	\$1,600.00
1	AA107T50BNC	BASE ANT ASSY 460-470 INCLUDES(AA107A,AA050L,AA611,POLYPH ASER, AA109BNC-6 6FT ADAPTER CABLE)	\$660.00	\$660.00
1	H-20	20 FOOT TELESCOPING MAST (ADD \$ FOR FREIGHT)	\$120.00	\$120.00
		Radio	\$	2,380.00
89	474-04	QCV 1, LAV VYL CVR Toro Golf Valves	\$50.85	\$4,525.65
			\$	4,525.65
1	G3-24P6R4	OSMAC G3, 24 STATIONS, GREEN, LVL 4	\$3,285.00	\$3,285.00
2	G3-32P6R4	OSMAC G3, 32 STATIONS, GREEN, LVL 4	\$3,690.00	\$7,380.00
4	G3-48P6R4	OSMAC G3, 48 STATIONS, GREEN, LVL 4	\$4,500.00	\$18,000.00
8	G3-40P6R4	OSMAC G3, 40 STATIONS, GREEN, LVL 4	\$4,095.00	\$32,760.00
4	G3-56P6R4	OSMAC G3, 56 STATIONS, GREEN, LVL 4	\$4,905.00	\$19,620.00
9	G3-64P6R4	OSMAC G3, 64 STATIONS, GREEN, LVL 4	\$5,310.00	\$47,790.00
		Toro E-OSMAC	\$	128,835.00
1	LX-01-1-01	LYNX CE, OSMAC, STD, 1YR	\$21,825.00	\$21,825.00
1	RIU-01	RADIO INTERFACE UNIT, SINGLE RADIO Toro Centrals	\$5,353.65	\$5,353.65
			\$	27,178.65
293	TSJ-10A-12-3-10A	JOINT,SWING,TORO,12"STD,1"ACME X 1"	\$19.89	\$5,827.77
1005	TSJ-15A-12-3-15A	JOINT,SWING,TORO,12"STD,1.5ACMEX1.5	\$33.63	\$33,798.15
89	TSJ-10A-12-3-10QC	JOINT,SWING,TORO,12"STD,1"ACME X 1"	\$25.47	\$2,266.83

		Toro Swing Joints	\$	39,625.92
280	FLX54-548-1	SPK,1.5IN,FC,54N,80P,STD	\$134.00	\$37,520.00
725	FLX55-548-1	SPK,1.5IN,PC,54N,80P,STD	\$148.40	\$107,590.00
		Toro FLX54 and FLX55	\$	145,110.00
293	FLX35-306-1	SPK,1IN,PC,30N,65P,STD	\$142.40	\$41,723.20
		Toro FLX34 and FLX35	\$	41,723.20
SubTotal			\$	399,625.25
Package Discount			\$	(155,600.00)
Tax (Estimated)			\$	-
TOTAL			\$	244,025.25

Comments:

Pricing Assumes Professional Turf Products acquires ownership of older sprinkler heads & control system components
Some components may require a production deposit upon order implementation.

Terms & Conditions:

1. Pricing, including finance options, valid for 30 days from time of quotation.
2. After 30 days all prices are subject to change without notice.
3. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
4. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
 - E. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Stephanie Sandre

From: Connie Burkett <Connie.Burkett@tasb.org>
Sent: Monday, October 23, 2017 10:00 AM
To: Michael Schurwon
Subject: FW: Verification & LAF Needed - Forest Creek Irrigation Materials
Attachments: Toro (PTP) Final Material Quote.pdf

Importance: High

Good morning, Mike!

The products are covered under BuyBoard Contract 529-17, as awarded to Professional Turf Products.

A check of the pricing on the E-OSMAC items shows that the vendor offered the City discounts greater than required under our contract.

The same is true for the Lynx control system, as well as the other items listed. This is allowable under our contract, and means additional savings to the City.

It is my finding that the quote is in compliance with the vendor's award under BuyBoard Contract 529-17.

Respectfully,

Connie W. Burkett, *CTSBS*
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454



From: Michael Schurwon [mailto:mschurwon@roundrocktexas.gov]
Sent: Monday, October 23, 2017 9:44 AM
To: Connie Burkett <Connie.Burkett@tasb.org>
Subject: FW: Verification & LAF Needed - Forest Creek Irrigation Materials
Importance: High

Connie,

Good morning - Could you please review the attached Buyboard quote to verify Toro's Buyboard contract pricing? I have a department that is trying to get this schedule for City Council approval by the close of business today, 10/23/17.

Best regards,

Mike Schurwon, CPPB, CTPM
Purchaser
City of Round Rock

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.

Professional Turf Products, LP
Euless, TX United States

Certificate Number:
2017-277262

Date Filed:
10/27/2017

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, Tx

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.

Forest Creek Project
Toro commercial mowing and related ground maintenance equipment, large turf irrigation, pump station equipment and all related parts and services.

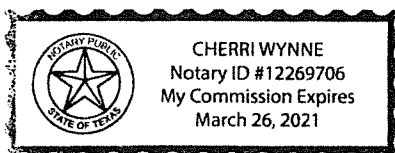
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



AFFIX NOTARY STAMP / SEAL ABOVE

David Lau
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said David Lau, this the 27th day of October, 2017, to certify which, witness my hand and seal of office.

Cherrí Wynne
Signature of officer administering oath

Cherrí Wynne
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider four (4) appointments to the Round Rock Transportation and Economic Development Corporation to fill expired terms.

Type: Appointment

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4945



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider four (4) appointments to the Ethics Review Commission to fill expired terms and one (1) appointment to fill an unexpired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 11/9/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4946