



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
Hilda Montgomery, Place 6

Thursday, May 10, 2018

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 [2018-5439](#) [Consider proclaiming May 2018 as "Historic Preservation Month" in the City of Round Rock.](#)

F. STAFF PRESENTATIONS:

F.1 [2018-5441](#) [Consider a presentation and department update from Planning and Development Services.](#)

G. APPROVAL OF MINUTES:

G.1 [2018-5440](#) [Consider approval of the minutes for the April 26, 2018 City Council meeting.](#)

H. RESOLUTIONS:

- H.1 [2018-5447](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Suzanne Shepard LLC and Frontera Pads Ltd for 2.00-acres of land located at 201 Sundance Parkway.](#)
- H.2 [2018-5413](#) [Consider a resolution authorizing the Mayor to execute the Seventh Amendment to the Development Agreement with NNP -Teravista LLC.](#)
- H.3 [2018-5421](#) [Consider a resolution authorizing the Mayor to execute a Development Agreement with Employee-Owned Companies, Inc. to provide for the development and annexation of tracts of land abutting US 45 eastbound frontage road.](#)
- H.4 [2018-5430](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Presidio Networked Solutions Group, LLC for networking equipment for the Public Safety Training Center.](#)
- H.5 [2018-5431](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Parking Guidance System, LLC for the purchase of a parking guidance and space administration system for the City Hall Garage and Main Street.](#)
- H.6 [2018-5420](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.](#)
- H.7 [2018-5422](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with McDonald's Corporation for the purchase of a 0.041-acre tract of land and a 0.048-acre Public Utility Easement necessary for the RM 620 Right-of-Way Project \(Parcels 27 and 27PUE\).](#)
- H.8 [2018-5433](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with The Walton Cotton Revocable Trust, Startex Equipment, Ltd., and Stacy Oliver for the purchase of a 0.086-acre tract of land and a 0.430-acre tract of land necessary for the RM 620 Right-of-Way Project \(Parcels 25 and 25R\).](#)
- H.9 [2018-5424](#) [Consider a resolution authorizing the Mayor to execute a Contract with Chasco Constructors for the Dry Branch Tributaries Channel Improvements Project.](#)
- H.10 [2018-5426](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with DCS Engineering, LLC for the Gattis School Wastewater Extension Project.](#)
- H.11 [2018-5432](#) [Consider a resolution authorizing the Mayor to execute the Fourth Amendment to the Master Contract for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project.](#)

H.12 [2018-5435](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Cost Sharing of the Zebra Mussel Control Project.](#)

H.13 [2018-5427](#) [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ending March 31, 2018.](#)

I. ORDINANCES:

I.1 [2018-5428](#) [Consider an ordinance adopting Amendment No. 1 to the FY 2017-2018 Operating Budget. \(First Reading\)\(Requires Two Readings\)](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. EXECUTIVE SESSION:

K.1 [2018-5448](#) [Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.](#)

L. 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 4th day of May 2018 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 proclaiming May 2018 as "Historic Preservation Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-5439



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation and department update from Planning and Development Services.

Type: Presentation

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File 2018-5441



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the April 26, 2018 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 042618 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-5440



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, April 26, 2018

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

The Round Rock City Council met in regular session on April 26, 2018 in the City Council chambers at 221 E. Main Street. Mayor Pro-Tem Peckham called the meeting to order at 6:01 pm.

ROLL CALL

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

Absent: 1 - Mayor Craig Morgan

PLEDGES OF ALLEGIANCE

*Mayor Pro-Tem Peckham and Troop 27 led the following Pledges of Allegiance:
United States and Texas*

CITIZEN COMMUNICATION

Fred Jewell spoke to the City Council regarding

Gordon Butler with Pavilion spoke to the City Council regarding the non profit.

Gisele Schaefer spoke to the City Council regarding an event that the non profit organization, Pavilion, is having.

PROCLAMATIONS AND SPECIAL PRESENTATIONS:

- E.1** [2018-5403](#) Consider a special presentation in recognition of the Round Rock Young Men's Service League.
- E.2** [2018-5401](#) Consider proclaiming April 2018 as "Child Abuse Prevention Awareness Month" in the City of Round Rock.
- E.3** [2018-5402](#) Consider proclaiming April 2018 as "Motorcycle Safety Awareness Month" in the City of Round Rock.

- E.4 [2018-5419](#) Consider proclaiming April 30-May 4, 2018 as "Air Quality Awareness Week" in the City of Round Rock.

STAFF PRESENTATIONS:

- F.1 [2018-5408](#) Consider a presentation and department update from Communications and Marketing.
- Will Hampton, Communication and Marketing Director made the staff presentation.*

APPROVAL OF MINUTES:

- G.1 [2018-5400](#) Consider approval of the minutes for the April 12, 2018 City Council meeting.

A motion was made by Councilmember Young, seconded by Councilmember Baese, that the Minutes be approved. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Mayor Morgan

RESOLUTIONS:

- H.1 [2018-5374](#) Consider a resolution determining that Ritter, Botkin Prime Construction Company, Inc. provides the best value for the construction of a new apparatus bay at Fire Station No. 9 (Phase 2), and authorizing the Mayor to execute a Standard Form Agreement.

Travis Wilkes with the General Services Department made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.2 [2018-5372](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No.1 with Mid-America Golf & Landscape, Inc. for golf course feature construction at the Forest Creek Golf Club.

Brian Stillman, with the Sports Management and Tourism Department made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.3 [2018-5380](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Certified Arbor Care, Inc. for tree clearing, pruning and trimming services at Forest Creek Golf Club.

Brian Stillman, with the Sports Management and Tourism Department 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 - Councilmember Young
 Councilmember Flores
 Councilmember Leffingwell
 Mayor Pro-Tem Peckham
 Councilmember Baese
 Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.4 [2018-5330](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Baev-Lasalle Round Rock University Boulevard LLC for the acquisition of a 0.067 acre tract of land and a 0.002 Public Utility Easement required for construction of proposed improvements to the University Boulevard Project (Parcels 4A and 4A-PUE).

Gary Hudder, Transportation Director, made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.5 [2018-5331](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Baev-Lasalle Round Rock University Boulevard LLC for the acquisition of a 0.275 acre tract of land and a 0.001 Public Utility Easement required for construction of proposed improvements to the University Boulevard Project (Parcels 5 and 5PUE).

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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.6 [2018-5373](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with LCC Realty Partners, Ltd., and Rutter and Wilbanks Corporation for the purchase of a 0.300 acre parcel of land and a 0.102 Public Utility Easement necessary for the RM 620 Right of Way Project (Parcel 11 and Parcel 11PUE).

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.7 [2018-5342](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Oncor Electric Delivery Company, LLC for street lighting service.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.8 [2018-5376](#)

Consider a resolution authorizing the City Manager to issue a purchase order to Technology For Education for fiber optic cable extension and installation for the McNeil Road Extension Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.9 [2018-5418](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Plan (TCIP) to adjust funding for projects.

Gary Hudder, Transportation 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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.10 [2018-5367](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Kenney Fort Boulevard Intersection Improvements 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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.11 [2018-5395](#)

Consider a resolution authorizing the Mayor to execute a Supplemental Development Agreement to the Master Development Agreement with KR Acquisitions, LLC.

Steve Sheets, City Attorney 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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.12 [2018-5394](#)

Consider a resolution authorizing the Mayor to execute the Second Amendment to the Ground Lease Agreement with KR CC, Inc.

Steve Sheets, City Attorney made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.13 [2018-5396](#)

Consider a resolution authorizing and approving the Round Rock Transportation and Economic Development Corporation to enter into a Construction Agreement with Hensel Phelps for the Round Rock Convention Center.

Steve Sheets, City Attorney made the staff presentation.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.14 [2018-5397](#)

Consider a resolution authorizing the Mayor to execute an Onsite Public Improvement Agreement with KR Aquisitions, LLC., and authorizing and approving the execution of same by the Round Rock Transportation and Economic Development Corporation.

Steve Sheets, City Attorney 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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

H.15 [2018-5398](#)

Consider a resolution authorizing the Mayor to execute a Master Easement Agreement with KR CC, Inc.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

H.16 [2018-5399](#)

Consider a resolution authorizing the Mayor to execute a Convention Center Operation Lease with KR CC, Inc.

Steve Sheets, City Attorney 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 - Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Mayor Morgan

ORDINANCES:**I.1 [2018-5356](#)**

Consider public testimony regarding, and an ordinance approving an amendment to the General Plan 2020 to modify the Future Land Use Map to allow residential development on 37.58 acres located at the northwest corner of Wyoming Springs Dr. and Smyers Ln. (First Reading)*

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

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

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

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

Nay: 0

Absent: 1 - Mayor Morgan

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

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

Nay: 0

Absent: 1 - Mayor Morgan

I.2 [2018-5357](#)

Consider public testimony regarding, and an ordinance rezoning approximately 37.58 acres, more or less, located at the northwest corner of Wyoming Springs Dr. and Smyers Ln. from the OF (Office) zoning district to the SF-3 (Single Family - mixed lot) zoning district. (First Reading)*

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

Mayor Pro-Tem Peckham opened the hearing for public testimony. There being none, the public hearing was closed.

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

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

Nay: 0

Absent: 1 - Mayor Morgan

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

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

Nay: 0

Absent: 1 - Mayor Morgan

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Pro Tem Peckham adjourned the meeting at 7:48 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Suzanne Shepard LLC and Frontera Pads Ltd for 2.00-acres of land located at 201 Sundance Parkway.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Laurie Hadley, City Manager

Cost: \$950,000.00

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2018-5447

This real estate contract is for the purchase of 2.00-acres of land and is being purchased with the purpose of building a new fire station on this property. This parcel of land is located in the La Frontera shopping center at 201 Sundance Parkway . The contract is attached as exhibit A to the resolution.

Cost: \$950,000

Source of Funds: 2014 GO Bonds

RESOLUTION NO. R-2018-5447

WHEREAS, the City desires to purchase 2.00 acres of land located at 201 Sundance Parkway, described as La Frontera Replat Sec 1& 2 Lot 9 Resub, Lot 1 (“Property”), and

WHEREAS, Suzanne Shepard LLC and Frontera Pads Ltd, the owners of the Property, have agreed to sell said Property to the City, 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 Real Estate Contract with Suzanne Shepard LLC and Frontera Pads Ltd, for the purchase of the above described Property, a copy of said Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Suzanne Shepard LLC & Frontera Pads Ltd

Address: 3313 Worth Hills Dr, Fort Worth, TX 76109-2948

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: City of Round Rock

Address: 221 East Main Street, Round Rock, TX 78664

Phone: (512)218-5435 E-mail: bwilliams@roundrocktexas.gov

Fax: _____ Other: steve@scrllaw.com

2. **PROPERTY:**

- A. "Property" means that real property situated in Williamson County, Texas at 201 Sundance Parkway, Round Rock, TX 78681 (address) and that is legally described on the attached Exhibit _____ or as follows:

LA FRONTERA REPLAT SEC 1&2 LOT 9 RESUB, LOT 1, ACRES 2.00

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 950,000.00

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 950,000.00

DS
 SLS

Commercial Contract - Unimproved Property concerning 201 Sundance Parkway, Round Rock, TX 78681**B. Adjustment to Sales Price: (Check (1) or (2) only.)**

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____. This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Independence Title (title company) at 101 E Old Settlers Blvd #110, Round Rock, TX 78664 (address) Lisa Beard (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 201 Sundance Parkway, Round Rock, TX 78681**6. TITLE POLICY AND SURVEY:****A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 45 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer 50% (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

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document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: None Known

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 30 days by depositing additional earnest money in the amount of \$ 1,000.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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Initialed for Identification by Seller ds SKS, _____ and Buyer _____, _____

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(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☒ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☒ (g) **Seller will provide any and all above Property Information to the extent available in Seller's possession.**

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Don Quick & Associates

Agent: Michael Sanchez, Charles Harvey

Address: 1000 N Interstate Hwy 35

Round Rock, TX 78681

Phone & Fax: (512)255-3000 (512)310-0441

E-mail: michael@donquick.com, charles@donquick.com

License No.: 347889

Cooperating Broker: LeadStrong Properties

Agent: Ryan McGahey

Address: 595 Round Rock Avenue, #405

Round Rock, TX 78681

Phone & Fax: (512)468-1590

E-mail: ryan@leadstrongproperties.com

License No.: 9004595

Principal Broker: *(Check only one box)*

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** *(Check only (1) or (2) below.)*

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☐ _____ % of the sales price.

☐ _____.

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

☐ _____.

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☒ 10 days after the expiration of the feasibility period.

☐ _____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G- ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Commercial Contract - Unimproved Property concerning 201 Sundance Parkway, Round Rock, TX 78681**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☒ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☒ (8) Information About Brokerage Services (TAR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
 - ☐ (10) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TAR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning 201 Sundance Parkway, Round Rock, TX 78681

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Suzanne Shepard LLC & Frontera Pads Ltd

Buyer: City of Round Rock

By: _____
By (signature): 
Printed Name: 02F677528D7A491...
Title: _____

By: _____
By (signature): _____
Printed Name: Craig Morgan
Title: Mayor

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning 201 Sundance Parkway, Round Rock, TX 78681**AGREEMENT BETWEEN BROKERS**

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay LeadStrong Properties (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☒ 3.000 % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Don Quick \$ Associates, IncCooperating Broker: LeadStrong Properties

By: _____

By: 
Ryan McGahey, Broker/Owner**ATTORNEYS**

Seller's attorney: _____

Buyer's attorney: Stephan L. Sheets

Address: _____

Address: 309 E Main St

Phone & Fax: _____

Phone & Fax: Round Rock TX 78664-5246
(512)255-8877

E-mail: _____

E-mail: steve@scrllaw.com

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____
on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute the Seventh Amendment to the Development Agreement with NNP -Teravista LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2018-5413

The purpose of this resolution is to approve an extension of the development agreement between the City of Round Rock and NNP-Teravista LLC (Teravista). The property is a master planned development area containing residential and commercial areas, located north of University Boulevard and west of FM 1460, largely located in the City's extraterritorial jurisdiction (ETJ). Of the approximately 1,005 acres of Teravista within the ETJ, about 7.5 acres are yet to be developed. The proposed amendment provides the developer with an additional 5 years to complete the project. This is the second five-year term extension of the agreement, which provides for up to three such extensions. The agreement was originally approved in 1998 and included the consent to create a Municipal Utility District (MUD) and to provide for water and wastewater utilities. In addition, a concept plan for the development of the land was approved by the City. The first two amendments to the agreement removed property that became the Round Rock Premium Outlets and Scott and White Hospital from the project. Amendment #3 updated the master plan and revised the utility allocations. The fourth and fifth amendments updated the master plan and the dwelling unit density tables. The sixth amendment provided for the first five-year extension.

RESOLUTION NO. R-2018-5413

WHEREAS, the City of Round Rock (“City”) has previously entered into a Development Agreement (“Agreement”) with NNP-Teravista, LLC (“Developer”) regarding the Teravista Project (“Project”); and

WHEREAS, the term of the Agreement, as stated in Section 11.01, may be extended, at Developer’s request and the City’s approval, for up to three successive five-year periods; and

WHEREAS, the City and the Developer now desire to extend the term of the Agreement for an additional five-year period, ending on September 10, 2023, 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 Seventh Amendment to Development Agreement with NNP-Teravista, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Seventh Amendment to Development Agreement (this "**Seventh Amendment**") is made to be effective the date set forth below by and between the CITY OF ROUND ROCK, a home-rule city in Williamson County, Texas (the "**City**") and NNP-TERAVISTA, LLC, a Texas limited liability company ("**Developer**").

RECITALS:

A. The City and Developer (then known as Newland-Round Rock Associates, L.P., its name having been changed to NNP-Teravista, LP as evidenced by change of name recorded under Document No. 199982273 in the Official Public Records of Williamson County, Texas) entered into a Development Agreement (the "**Development Agreement**") effective September 10, 1998, setting forth various agreements and understandings with respect to the development of approximately 1,181 acres of land located within the extraterritorial jurisdiction of the City as a master-planned, mixed use community to be known as "Stonewater" as more particularly described in the Development Agreement.

B. Developer changed the name of the project to "Teravista," and has developed substantial portions of the residential areas of the project, including completion of the golf course, club house and related facilities.

C. Section 11.01 of the Development Agreement states that the 15 year term of the Agreement may be extended, at Developer's request and the City's approval, for up to three successive five-year periods.

D. The Development Agreement was previously extended, at Developer's request and with the City's approval, for one of the three aforementioned five-year periods, such that the current expiration date of the term of the Development Agreement is September 10, 2018.

E. Developer and the City now desire to execute this Seventh Amendment for the purpose of extending the Development Agreement for a second five-year period, constituting the second of three potential five-year extensions of the term of the Development Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the Recitals above, the mutual covenants and agreements of the parties as hereinafter set forth, the mutual benefits to be derived by the present and future residents of the City and the Developer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree that effective only upon the satisfaction of all of the Conditions to Effectiveness, as defined below, the Development Agreement shall be amended as follows:

1. The Term of the Development Agreement, as stated in Section 11.01, is hereby extended for an additional five-year period, ending on September 10, 2023.

Executed by the City and the Developer on the dates of their respective acknowledgements below.

CITY:

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Secretary

Approved as to form:

Stephan L. Sheets, City Attorney

DEVELOPER:

NNP-TERAVISTA, LLC

A Texas limited liability company

By: _____
Name: Rainer Ficken
Title: Vice President, NNP-Teravista, LLC

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Craig Morgan, as Mayor of CITY OF ROUND ROCK, a home-rule city located in Williamson County, Texas, on behalf of said city.

Notary Public, State of Texas

Print Name: _____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Rainer Ficken, Vice President of NNP-Teravista, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

Print Name: _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with Employee-Owned Companies, Inc. to provide for the development and annexation of tracts of land abutting US 45 eastbound frontage road.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2018-5421

This agreement is between the City and Employee-Owned Companies, Inc., who owns two tracts of land, each approximately 3.8 acres, located in the City's extraterritorial jurisdiction (ETJ). One tract of land is developed with a facility selling construction equipment and supplies. The other tract is proposed for development with a similar use. The property is within the City's water and wastewater service areas. The owner has agreed to request annexation into the City limits once the second tract of land has been developed. The building will have a 100% masonry front façade and will include landscaping in the front of the building facing SH 45, where new equipment for sale may be displayed. The service bays near the rear of the facility will be screened from public view. The City will provide water and wastewater services to the properties through improvements being made to Roundville Lane.

RESOLUTION NO. R-2018-5421

WHEREAS, Employee-Owned Companies, Inc. (“Owner”) owns two tracts of land, each approximately 3.8 acres (“Properties”), located within the City of Round Rock’s (“City”) extraterritorial jurisdiction; and

WHEREAS, Owner has developed one tract of land with a facility selling construction equipment and supplies, while the other tract is proposed for development with a similar use; and

WHEREAS, Owner consents to and shall request annexation of the Properties into the corporate boundaries of the City; and

WHEREAS, the City and Owner desire to enter into a Development Agreement to provide for the development and annexation of the Properties, 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 a Development Agreement with Employee-Owned Companies, Inc., a copy of which is attached hereto as Exhibit “A”.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****STATE OF TEXAS****§****DEVELOPMENT****§****AGREEMENT****COUNTY OF WILLIAMSON****§**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between THE CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipal corporation ("City") and EMPLOYEE-OWNED COMPANIES, INC., a Texas corporation ("Owner", whether one or more) (collectively, the "Parties").

WHEREAS, Owner owns two separate but abutting tracts of land located within the City's extraterritorial jurisdiction ("ETJ") which consists of (i) a 3.82 acre tract ("Bobcat Tract") and (ii) a 3.89 acre tract ("Vermeer Tract"), each more particularly described in **Exhibit "A" and "B"** respectively, attached hereto (the "Properties");

WHEREAS, the Owner has completed the construction of a building and related improvements on the Vermeer Tract (the "Vermeer Facility") and desires to construct a construction equipment sales, service and rental facility (the "Bobcat Facility") on the Bobcat Tract as generally shown on the Concept Plan attached hereto as **Exhibit "C"**, which shows the general configuration of the Bobcat Facility (subjected to change as provided herein);

WHEREAS, the City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Properties and the City shall be the exclusive retail provider of water and wastewater service to the Properties;

WHEREAS, the Owner consents to and shall request annexation of the Properties into the corporate boundaries of the City, subject to the conditions stated herein;

WHEREAS, the Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Properties; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Properties before and after annexation as provided in this Agreement, which is promulgated under the City Charter of the City ("City Charter"), and state law, including, but not limited to, Section 212.172, Texas Local Government Code; and,

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon

the City and the Owner and their respective successors and assigns, and is to be recorded in the Official Records of Williamson County, Texas.

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

A. PURPOSE

The purpose of this Agreement is to provide for the development and annexation of the Properties, subject to conditions as stated herein.

B. DEVELOPMENT

1. The Parties agree that in consideration of the mutual promises stated herein, that the Properties will be developed in accordance with the following conditions. The City agrees that the Properties will not be annexed by the City until the Bobcat Facility is completed:

(a) Construction of the Bobcat Facility will be completed and the front façade of building structure on the Bobcat Tract shall be constructed with one hundred percent (100%) masonry, as defined in Section 46-5 of the City's Code of Ordinances (the "Code");

(b) Landscaping shall be installed in the front yard (along the Interstate 45 frontage) of the Bobcat Tract pursuant to City's landscaping requirements as provided in the Code;

(c) New equipment for sale may be displayed outside in front of the building on the Bobcat Tract along the Interstate 45 frontage, as indicated on the Concept Plan, in a neat and orderly fashion;

(d) The Bobcat Facility shall be developed in a configuration that screens the service bays near the rear of the Bobcat Facility from public view. The configuration of the structures, as shown in the Concept Plan, is such that the main building obscures the west side view of the service bays and the retaining wall along the east property line of the Bobcat Tract obscures the east side view of the service bays. A retaining wall with landscaping shall also be constructed along the Roundville Lane frontage of the Bobcat Tract. In the event that the improvements shown on the Concept Plan do not adequately screen the service bays from public view, wing walls shall be constructed as necessary on either side of the front façade to obscure view of the service bays; and

(e) The Owner agrees to obtain written approval from the City prior to the installation of any public infrastructure servicing the Bobcat Tract. The submittal of plans for such public infrastructure in connection with the Bobcat Tract, if any, will be in the form of subdivision improvement plans.

2. The City agrees, prior to annexation, to provide and continue to provide water and wastewater services to the Properties, and the Owner agrees to pay for all services, at the “in-city” rates authorized by the Code, as amended from time to time, and established pursuant to Chapter 395, Texas Local Government Code. The City will provide water and wastewater service to the Properties on the same terms and conditions as such services are provided to similarly situated properties within the City. Water and wastewater impact fees for the Bobcat Tract will be due at time of connection. The City will extend and stub out wastewater service to the Bobcat Tract and the Vermeer Tract pursuant to the City’s improvements to Roundville Lane, currently under construction. After the City’s completion of such improvements, there will be no additional improvements required for the Properties to connect to such wastewater service, other than the internal improvements on the Properties that are required for the actual connection to wastewater. The City and Owner agree and acknowledge that water service is available with service lines abutting the perimeter of both Properties and that there will be no additional improvements required for the Properties to connect to such water service, other than the internal improvements on the Properties that are required for the actual connection to water. Impact fees for water and wastewater will be paid at the time that such service is provided by the City.

3. The Owner shall plan, plat, build-out and complete development of the Bobcat Facility in compliance with the Applicable Regulations and this Agreement. “Applicable Regulations” means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations, as they exist from time to time, that are applicable to the development of the Bobcat Tract, and the City Rules, as modified by this Agreement, subject to the provisions of Section B.4., below. The “City Rules” are the City’s ordinances and duly adopted regulations in effect and applicable to the Properties on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245, Texas Local Government Code. It is acknowledged that the City Rules that shall be applicable to the construction of the Bobcat Facility as they exist on the Effective Date are those which pertain to projects in the City’s ETJ, except as expanded under Section B.1(a), (b), (c), and (d) of this Agreement and that a site development permit and building permit shall not be required for the development of the Bobcat Facility.

4. This Agreement, constitutes a “Permit”, under Chapter 245, Texas Local Government Code, pertaining to the subdivision and development of the Bobcat Tract, and initiates the subdivision and development permit process for the Bobcat Tract. However, the previously developed Vermeer Tract completed in compliance with all applicable approvals is considered a separate “Project” under Chapter 245, Texas Local Government Code and is not deemed abandoned and void. The Vermeer Tract has rights under Chapter 245, Texas Local Government Code, as established by the first permit in the development of the Vermeer Tract. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Properties in accordance with the City Rules, as modified by

this Agreement, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, Texas Local Government Code (the "Vested Rights"). If there is any conflict between the Applicable Regulations and the terms of this Agreement, the terms of this Agreement will control.

5. The Concept Plan provides a conceptual depiction of the layout of the improvements on the Properties. The layout as shown on the Concept Plan is for informational purposes only and is subject to change.

C. ANNEXATION

1. Owner consents to annexation of the Properties after construction of the Bobcat Facility is completed in accordance with the conditions listed in Section B.1 at a time determined by the City in accordance with the City's established long-range planning. The Owner shall submit a petition for voluntary annexation no later than sixty (60) days from the City's notification to the Owner of a desire to annex, such notification not to occur prior to the completion of the Bobcat Facility. The Properties will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council and in compliance with the applicable notice and hearing requirements. Owner requests annexation and zoning of the Properties within one-hundred twenty (120) days after submission of the voluntary annexation petition.

2. The Parties agree that upon annexation of the Properties by the City, the City shall, within thirty (30) days of the effective date of the annexation, initiate an initial zoning of the Properties as a Planned Unit Development ("PUD"). No fees shall be owing regarding said zoning. The base zoning classification of the PUD shall be Industrial ("I") and shall specifically provide any and all waivers and variances from Code necessary to allow any use, building or structure or site improvements existing on the Properties at the time of annexation to continue after annexation and be considered legal conforming uses of the Properties under the PUD. Under the PUD both Properties shall have the right to display new equipment for sale in front of the building of such tracts along the Interstate 45 frontage. The City agrees and acknowledges that the development of the Properties in accordance with the terms and conditions of this Agreement is beneficial to the City and that the PUD zoning for the Properties will satisfy any superiority requirements for PUD zoning since the Owner has agreed to develop the Properties in accordance with the standards in Section B.1(a), (b), (c), and (d) of this Agreement, which would not otherwise apply to development in the ETJ.

3. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Properties will be subject to annexation at the direction of the City Council. The Owner and any successors or assigns agree that such annexation shall be voluntary and the Owner hereby consents

to such annexation as though a petition for such annexation had been tendered by the Owner, her successors or assigns.

D. MISCELLANEOUS PROVISIONS

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

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

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

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Properties for a term of fifteen (15) years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

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

City of Round Rock
City Manager
221 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)218-5401

Owner
Employee Owned Companies, Inc.
Attn: Darren Tallman
3025 State Highway 161
Irving, Texas 75062
Phone: (972) 255-3500

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

8. Conveyance of Properties. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Properties. Any person who sells or conveys any portion of the Properties shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

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

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

(signatures on following pages)

SIGNED as of this _____ day of _____, 2018 ("Effective Date").

CITY OF ROUND ROCK, TEXAS

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2018,
by Craig Morgan, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

OWNER

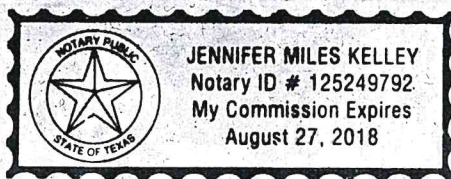
By: [Signature]

Its: CFO

THE STATE OF TEXAS }

COUNTY OF Tarrant }

This instrument was acknowledged before me on the 27 day of April, 2018,
by Darren Talbott



Jennifer Miles Kelley
Notary Public, State of Texas
Printed Name: Jennifer Miles Kelley
My Commission Expires: 8-27-2018

After recording, return this document to:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT A

Bobcat Tract

Exhibit "A"

FIELD NOTES FOR 3.82 ACRES OF LAND OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT 314, IN WILLIAMSON COUNTY, TEXAS, BEING A 5.00 ACRE TRACT CONVEYED TO CWC PARTNERSHIP BY DEED RECORDED IN BOOK 2335, PAGE 260, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS, SAVE AND EXCEPT A 1.181 ACRE TRACT (PARCEL 203) CONVEYED TO STATE OF TEXAS BY DEED RECORDED IN DOCUMENT NO. 2003051695, SAID 3.82 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" steel pin found at the southwest corner of said 5.00 acres, also the southeast corner of a 5.011 acre tract conveyed to Vermeer Equipment of Texas Inc. by deed recorded in Document No. 2010066248, Williamson County Official Public Records (WCOPR), being also the in the north right-of-way (ROW) line of Roundville Lane, for the southwest corner hereof;

THENCE N18°15'28"W 551.36 feet with the mutual line of said 5.00 acres and 5.011 acres, generally following a fence, to a 1/2" steel pin found with a broken cap at the southwest corner of said 1.181 acres, for the northwest corner hereof;

THENCE with the south line of said 1.181 acres these 2 courses:

- 1) N71°46'01"E 242.91 feet with the south line of said 1.181 acres to a TXDOT brass disc found in concrete for angle;
- 2) N70°43'50"E 78.01 feet to a 1/2" steel pin with cap found at the southeast corner of said 1.181 acres, also the northwest corner of a 1.911 acre tract conveyed to Daugherty Family Registered Limited Liability Partnership #1, for the northeast corner hereof;

THENCE S18°02'27"E 424.61 feet with the east line of said 5.00 acres, generally following a fence, to a 1/2" steel pin found at the southwest corner of a 1.00 acre tract conveyed to Texas and Maria Flaniken by deed recorded in Book 1590, Page 309, WCOPR, said pin also being in the north ROW line of Roundville Lane, for the southeast corner hereof;

THENCE with the north ROW line of Roundville Lane and south line of said 5.00 acres, generally following a fence, these 2 courses:

- 1) S27°20'30"W 158.01 feet to a 1/2" steel pin found for angle,
- 2) S66°54'12"W 207.14 feet to the POINT OF BEGINNING, containing 3.82 acres of land, more or less.

EXHIBIT B

Vermeer Tract

Field Notes for 3.892 acres, more or less, out of the Memucan Hunt Survey, Abstract No. 314, Williamson County, Texas, being that 5.011 acre tract recorded in Document No. 9824283, Williamson County Official Public Records (WCOPR), SAVE AND EXCEPT that 1.106 acre tract conveyed to the State of Texas by Deed Recorded in Document No. 2003065330, WCOPR, said 3.892 acres being described by metes and bounds as follows:

Beginning at a 1/2" steel pin found at the southeast corner of said 5.011 acres and the southwest corner of a 5.00 acre tract recorded in Book 2335, Page 260, WCOPR, in the north ROW line of Roundville Lane, for the southeast corner hereof;

THENCE S 66 degrees 18 minutes 25 seconds W 301.80 feet with the south line of said 5.011 acres and the north ROW line of Roundville Lane to a computed point for the southwest corner of said 5.011 acres and the southeast corner of Lot 1, TXU Substation Subdivision, as recorded in Cabinet T, Slide 98 of the Williamson County Plat Records, for the southwest corner hereof;

THENCE N 18 degrees 11 minutes 56 seconds W 576.59 feet with the east line of said Lot 1, passing at 0.85 feet a 1/2" steel pin found, to a mag nail set in a steel lid on a 4'x6' vault on the south ROW of State Highway 45, as described in Document No. 2003065330, WCOPR, for the southwest corner hereof;

THENCE, with the south ROW of State Highway 45 the following two courses:

1) N 69 degrees 22 minutes 12 seconds E 85.40 feet to a 1/2" steel pin set with orange cap for angle,

2) N 71 degrees 46 minutes 01 seconds E 214.05 feet to a 1/2" steel pin set with orange cap for the northeast corner hereof;

THENCE S 18 degrees 18 minutes 25 seconds E 551.45 feet with the west line of said 5.00 acres and east line of said 5.011 acres to the POINT OF BEGINNING, containing 3.892 acres of land, more or less.

Bearing basis is the west line of said 5.011 acre tract.

EXHIBIT C

Concept Plan



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Presidio Networked Solutions Group, LLC for networking equipment for the Public Safety Training Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Heath Douglas, IT Director

Cost: \$104,702.78

Indexes: General Self-Financed Construction

Attachments: Resolution, Quote, Form 1295

Department: Information Technology

Text of Legislative File 2018-5430

This item is for the purchase of IT networking equipment necessary to connect the Public Safety Training Center to the City fiber WAN (wide area network). This equipment will provide wired and wireless network connectivity throughout the facility necessary for staff and visitors to access the internet. It also facilitates connectivity to mission critical City of Round Rock network resources housed in our Police and City Hall datacenters including the Police\Fire Dispatch system, Police records system, Fire records system, citywide VOIP phone system, and CORR\RRTX-WiFi wireless networks.

This is a component of the Public Safety Training Center project included in the the 2013 voter approved bond authorization.

Cost: \$104,702.78

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2018-5430

WHEREAS, the City of Round Rock (“City”) desires to purchase networking equipment for the Public Safety Training Center; and

WHEREAS, the City is a member of the State Department of Information Resources (“DIR”);
and

WHEREAS, Presidio Networked Solutions Group, LLC is an approved vendor of the DIR;
and

WHEREAS, the City wishes to issue a purchase order in the amount of \$104,702.78 to Presidio Networked Solutions Group, LLC, 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 Presidio Networked Solutions Group, LLC for the purchase of networking equipment for the Public Safety Training Center.

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 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

TO: City of Round Rock
Henry Belk
221 E. Main Street
Round Rock, TX 78664

hbelk@roundrocktexas.gov
(p) 512-218-5439

FROM: Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512-818-0010
(f) 512-795-8844

Customer#: CITY0614

Contract Vehicle: Texas DIR-TSO-2542 CISCO Branded Product and Related Services

Account Manager: Brett Marlier

Inside Sales Rep: Greg Hubbard

Title: PSTC

#	Part #	Description	Unit Price	Qty	Ext Price
MDF					
C9300-48P-A					
1	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,504.20	2	\$11,008.40
2	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$58.00	2	\$116.00
3	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$55.10	2	\$110.20
4	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$3,520.60	2	\$7,041.20
5	CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$2,451.80	2 for 60 mo(s)	\$4,903.60
				Total:	\$23,179.40
C9300-48P-A					
6	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,504.20	1	\$5,504.20
7	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$3,520.60	1	\$3,520.60
8	STACK-T1-1M	1M Type 1 Stacking Cable	\$116.00	1	\$116.00
9	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$58.00	1	\$58.00
10	CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$2,451.80	1 for 60 mo(s)	\$2,451.80
				Total:	\$11,650.60
C9300-NM-8X=					
11	C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$1,479.00	1	\$1,479.00
				Total:	\$1,479.00
SFP-10G-LR=					
12	SFP-10G-LR=	10GBASE-LR SFP Module	\$2,317.10	2	\$4,634.20
				Total:	\$4,634.20
GLC-LH-SMD=					
13	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$577.10	6	\$3,462.60
				Total:	\$3,462.60
AIR-AP2802I-BK910					
14	AIR-AP2802I-BK910	802.11ac W2 10 AP w/CA; 4x4:3; Int Ant; 2xGbE, B Domain	\$7,801.00	4	\$31,204.00
15	CON-SNT-AIRAP2PI	SNTC-8X5XNBD BOM Level AP2800i Bulk PID for B Domain	\$42.64	40 for 12 mo(s)	\$1,705.60
				Total:	\$32,909.60

ISR4321-V/K9					
16	ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License, CUBE-10	\$1,795.10	1	\$1,795.10
17	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	\$580.00	1	\$580.00
18	CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDMA-32, UC L	\$312.42	1 for 12 mo(s)	\$312.42
Total:					\$2,687.52
Total (MDF):					\$80,002.92
IDF					
C9300-48P-A					
19	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,504.20	1	\$5,504.20
20	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$3,520.60	1	\$3,520.60
21	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,479.00	1	\$1,479.00
22	CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$2,451.80	1 for 60 mo(s)	\$2,451.80
Total:					\$12,955.60
GLC-LH-SMD=					
23	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$577.10	2	\$1,154.20
Total:					\$1,154.20
Total (IDF):					\$14,109.80
3 smaller buildings					
IE-3000-8TC-E					
24	IE-3000-8TC-E	IE 3000 8-Port Base Switch w/ Layer 3	\$2,894.20	3	\$8,682.60
25	CON-SNT-IE30008	SNTC-8X5XNBD IE 3000 8-Port Base Switch w/ Layer 3	\$406.72	3 for 12 mo(s)	\$1,220.16
Total:					\$9,902.76
PWR-IE50W-AC=					
26	PWR-IE50W-AC=	IE3000/2000 AC Power Module (updated)	\$229.10	3	\$687.30
Total:					\$687.30
Total (3 smaller buildings):					\$10,590.06
			Sub Total:	\$104,702.78	
			Grand Total:	\$104,702.78	

**QUOTE:****2003118803126-03**

DATE:

03/20/2018

PAGE:

3 of 3

This quote is governed by Terms and Conditions of Texas DIR-TSO-2542 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2542
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKD05; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

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:
 2018-345007

Date Filed:
 04/26/2018

Date Acknowledged:

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

Presidio Networked Solutions Group, LLC
 Austin, TX United States

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

City of Round Rock

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

Public Safety Training Center
 Technology

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

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

Kim Dukes

My name is _____, and my date of birth is _____.

My address is 1955 Lakeway Drive, Ste 220, Lewisville, TX 75057 USA

 (street) (city) (state) (zip code) (country)

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

4/26/2018

Executed in _____ County, State of TX, on the _____ day of _____, 20____.
 (month) (year)

DocuSigned by:

Kim Dukes

773D15BE09B24D4...

Signature of authorized agent of contracting business entity
 (Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Parking Guidance System, LLC for the purchase of a parking guidance and space administration system for the City Hall Garage and Main Street.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Heath Douglas, IT Director

Cost: \$121,628.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Quote, Sole Distributorship Letter, Form 1295

Department: Information Technology

Text of Legislative File 2018-5431

This item is for the purchase of additional smart parking sensors, infrastructure and signage to add the City Hall parking garage and the 19 spot block of parking spaces located on the North side of Main St. between Lampasas and Sheppard to the City's existing smart parking system. Phase 1 of the system was installed in the Baca Center parking garage as a pilot program in 2017. This system puts connected "smart" sensors with colored LED indicator lights above each parking spot in a parking facility. Inside the garage, spot availability is highly visible based on a red or green indicator light. These sensors also send individual parking space occupancy data to a server in our datacenter. By having the ability to track and collect parking space usage in real-time we can do many things:

- Report space availability to a customizable, high-resolution monument sign in front of the facility and signs mounted on the different levels of the garage at each decision point.
- Send parking information to our website or mobile app so citizens can easily find open spaces or check on parking availability before they reach the garage.
- Reserve spaces by indicating a special color on the space or through special reserved signage.
- Analyze parking usage over time to make better, more informed decisions related to parking needs in the downtown area.

The 19 spots on Main St. will serve as a pilot for the surface sensor technology as it differs

slightly from the garage sensor technology.

Parking Guidance Systems, LLC. is the sole distributor for Indect smart parking sensors, infrastructure and software in the State of Texas.

This project will be funded using the remaining balance of the FY17 IT Technology fund.

Cost: \$121,628.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2018-5431

WHEREAS, the City of Round Rock (“City”) desires to purchase a parking guidance and space administration system for the City Hall Parking Garage and Main Street Project, 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, Parking Guidance System, LLC is the sole source provider for smart parking sensors, infrastructure and software for the City Hall Parking Garage and Main Street Project, and

WHEREAS, the City wishes to issue a purchase order to Parking Guidance System, LLC,
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 Parking Guidance System, LLC for the purchase of a parking guidance and space administration system for the City Hall Parking Garage and Main Street 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 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Parking Guidance Systems, LLC

1811 First Oaks Street

Suite #100

Richmond, TX

(713) 444-1980

melissa@parkingguidancesystems.com

www.parkingguidancesystems.com

Estimates 5164

DATE	TOTAL	
03/13/2018	\$121,628.00	

ADDRESS

City of Round Rock - City Hall

ACTIVITY	QTY	RATE	AMOUNT
Install Equipment <ul style="list-style-type: none">• 143 spaces with external RGB LEDs• 58 IP Sens wireless sensors for roof top• 2 COMO Communication Module• 2 POSU Power Supply• 1 Monument MATRIX sign with RGB technology 60 x 45 in size with steel frame only• 1 Internal signs Red/Green LEDs with electronic arrows on entry• Leverage the VM Ware and the INDECT software in place• Equipment for all spaces• Includes commissioning complete INDECT system excluding infrastructure• Commissioning, Terminating & Training Add- Sensors of Main Street	1	121,628.00	121,628.00T

SUBTOTAL	121,628.00
TAX (0%)	0.00

TOTAL	\$121,628.00
--------------	---------------------

THANK YOU.

Accepted By

Accepted Date

Any invoice not paid within the terms reference above is subject to a 1.5% monthly interest charge. PGS reserves the right to use all available means under applicable law to collect any past due invoices. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, legal fees, court costs and collection agency fees.



Sole Distributorship for INDECT

3/13/2018

Heath Douglas,

Parking Guidance Systems LLC is the sole distributor for the INDECT parking guidance and system administration system in Texas. PGS LLC represents the entire state of Texas and there are no other vendors allowed to sell in the territory.

This entails the following:

- Sales
- Service
- Software upgrades
- Maintenance
- Annual software fees
- Warranty

Parking Guidance Systems LLC has local offices in the Dallas, Houston & Austin. We have technicians that have been trained and certified for INDECT.

If you have any further questions please feel free to contact us at 713.444.1980

Sincerely,

Chandrea Frantz
President/CMO

PHONE

713.444.1980

EMAIL

shawn@parkingguidancesystems.com

WEB

www.parkingguidancesystems.com

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:
2018-345273

Date Filed:
04/26/2018

Date Acknowledged:

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

Parking Guidance Systems, LLC
Richmond, TX United States

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

City of Round Rock

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

City of Round Rock- City Hall
Guidance System for Parking Garage

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Derek Frantz, and my date of birth is 4/6/71.

My address is 1811 First Oaks St, Suite 100, Richmond, TX, 77406, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 26th day of April, 2018.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$401,872.25

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5420

The City entered into a contract for Engineering services with Brown and Gay Engineers Inc. for the work on Gattis School Segment 6 in February of 2016 in the amount of \$482,439.90. As the work has progressed and the scope has increased, it has become necessary to amend the contract and to modify the provisions for the scope of services and to increase the compensation by \$401,872.25.

In this Supplemental # 1 to the original contract, the work to be performed by the engineer consists of providing engineering services for the development of the construction plans and estimates (PS&E) to the 90% level for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane approximately 500 feet south of Gattis School Road. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane.

The amount of the supplemental agreement is \$401,872.25 increasing the total to \$884,312.15. This supplemental agreement and the work associated with it has been anticipated all along.

Cost: \$401,872.55

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5420

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project, and

WHEREAS, Brown & Gay Engineers, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Brown & Gay Engineers, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Brown & Gay Engineers, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: BROWN & GAY ENGINEERS, INC. ("Engineer")

ADDRESS: 7000 N. Mopac, Suite 330, Austin, TX 78731

PROJECT: Gattis School Road Segment 6

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Brown & Gay Engineers, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 11th day of February, 2016 for the Gattis School Road Segment 6 Project in the amount of \$482,439.90; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$401,872.25 to a total of \$884,312.15;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$401,872.25 the lump sum amount payable under the Contract for a total of \$884,312.15, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

BROWN & GAY ENGINEERS, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B

Engineering Services

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the development of construction plans for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane approximately 500' south of Gattis School Road. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane. This project involves surveying, geotechnical, environmental, public involvement, engineering analyses, and associated details necessary to produce PS&E to a 90% design.

The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Round Rock criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

ROUTE AND DESIGN STUDIES (Function Code 110)

1. CAMPO Application Assistance

- A. The ENGINEER will provide technical assistance for the “Call To Projects” application update and formal submittal to CAMPO for funding consideration.

~~2. Geotechnical Investigations (Corsair)~~

- ~~A. Finalize recommended pavement design following City of Round Rock methodology.~~
- ~~B. Develop final signed & sealed Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design approved by city staff.~~

ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT

(Function Code 120) (BGE & CD&P)

This supplemental work authorization will transition the environmental approval received when the project was planned to be locally-funded. Based on the CAMPO funding, the project will be subject to the National Environmental Policy Act (NEPA) requirements. TxDOT's review and approval of the tasks below will be required. For all tasks below, the previous environmental documentation prepared for this project will be incorporated into the TxDOT deliverables. The environmental classification is anticipated to be an Open-Ended d-list Categorical Exclusion.

1. **Data Collection and Environmental Constraints Mapping** - Data will be obtained from publicly available sources and purchased through GeoSearch to complete this task. The ENGINEER will utilize the data collected to create an environmental constraints map of known features in the project area using GIS.
 - a. **Deliverables:** Draft and Final versions of the Environmental Constraints Map (PDF format)
2. **TxDOT Environmental Scoping Documentation** - The TxDOT Austin District will be responsible for review and approval of environmental documentation. This scope of services is based on TxDOT's current published TxDOT CE guidance in the TxDOT Environmental Toolkit. This task includes the preparation of the Environmental Scope Development Tool and Project Scope Form for Categorical Exclusions. Both forms will be submitted to the TxDOT Austin District for review and approval. One in-person meeting with the District will be conducted.
 - a. **Deliverables:** Draft and Final versions of the Environmental Scope Development Tool (PDF format using TxDOT form) and Draft and Final versions of the Project Scope Form for Categorical Exclusions (PDF format using TxDOT form)
3. **Archeological Background Study Technical Report** - The ENGINEER will prepare an Archeological Background Study Technical Report per the TxDOT Environmental Toolkit and submit to the TxDOT Austin District for review and approval. The Background Study shall be produced by a professional archeologist as defined in 13 TAC 26.5(52)(B). Background studies comprise a review of existing data, including – but not limited to – the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps. Based on this review, the ENGINEER will identify if there are any locations that may require field investigation to evaluate the project's effects on archeological resources. Site visits, surveys and coordination with the Texas Historical Commission are excluded from this scope of services.
 - a. **Deliverables:** Draft and Final versions of the Archeological Background Study Technical Report (PDF format using TxDOT form)
4. **Historic Structures Project Coordination Request Form** - The ENGINEER will prepare a Historic Structures Project Coordination Request Form per the TxDOT Environmental Toolkit and submit to the TxDOT Austin District for review and approval. This task includes data collection, exhibits, and documentation using the TxDOT format standards. No historic-age structures within the existing ROW or adjacent to the ROW; therefore, coordination with the Texas Historical Commission and the County Historical Commission are excluded from this scope of services. Any surveys or additional studies for historic resources are excluded from this scope of services.
 - a. **Deliverables:** Draft and Final versions of the Historic Structures Project Coordination Request Form (PDF format using TxDOT form)
5. **Waters Resources Technical Report** - The ENGINEER will prepare a Water Resources Technical Report per the TxDOT Environmental Toolkit and submit to the TxDOT Austin District for review and approval. The technical report will document compliance with the following: Section 404 of the Clean Water Act: Waters of the United States; Section 401 of the Clean Water Act: Water Quality Certification; Executive Order

11990, Wetlands; Rivers and Harbors Act of 1899, Section 10; Section 303(d) of the Clean Water Act; Section 402 of the Clean Water Act: Texas Pollution Discharge and Elimination System, Construction General Permit; Section 402 of the Clean Water Act: Texas Pollution Discharge and Elimination System, Municipal Separate Storm Sewer System (MS4); and EO 11988, Floodplains and other applicable floodplain regulations. Site visits will determine the boundaries and ordinary high-water mark of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN). Coordination with any regulatory agency is not anticipated to be required. Obtaining any permits for water resources are excluded from this scope of services.

- a. **Deliverables:** Draft and Final versions of the Water Resources Technical Report (PDF format using TxDOT form)
6. **Biological Evaluation Form and Tier I Form** - The ENGINEER will prepare a Biological Evaluation Form and a Tier I Form per the TxDOT Environmental Toolkit and submit to the TxDOT Austin District for review and approval. Tasks will include a regulatory review of the following requirements: Endangered Species Act of 1973; Migratory Bird Treaty Act; Golden and Bald Eagle Protection Act; Fish and Wildlife Coordination Act; Farmland Protection Policy Act; Executive Order on Invasive Species; Environmentally and Economically Beneficial Practices on Federal Landscaped Grounds; and Texas Parks and Wildlife Department/TxDOT Memorandum of Understanding. The deliverables shall include records review, site reconnaissance, evaluation of habitat and conditions observed during the site visit, documentation, and mapping. Coordination with any regulatory agency is not anticipated to be required. Obtaining any permits for biological resources are excluded from this scope of services.
 - a. **Deliverables:** Draft and Final versions of the Biological Evaluation Form (PDF format using TxDOT form) and Draft and Final version of the Tier I Form (PDF format using TxDOT form)
7. **Hazardous Materials Initial Site Assessment** - The ENGINEER will prepare a Hazardous Materials Initial Site Assessment Technical Report per the TxDOT Environmental Toolkit and submitted to the TxDOT Austin District for review and approval. Tasks will include the identification of the presence or likely presence of any hazardous substances or petroleum products within and adjacent to the existing ROW and identify any conditions that may indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water. The technical report shall include records review, site reconnaissance, evaluation of recorded sites and conditions observed during the site visit, and report preparation. Phase I ESAs, asbestos surveys, lead-based paint surveys, sampling, and remediation activities are excluded from this scope of services.
 - a. **Deliverables:** Draft and Final versions of the Hazardous Materials Initial Site Assessment Technical Report (PDF format using TxDOT form)
8. **Traffic Noise Analysis** - Traffic Noise Modeling – Conduct a traffic noise analysis for the Build and No-Build Alternatives using the latest version of the FHWA Traffic Noise Model. Utilizing traffic data, the model will simulate existing noise levels, predicted

noise levels, and evaluate if noise abatement measures are warranted to reduce traffic noise.

- a. **Deliverables:** Draft and Final versions of the Traffic Noise Analysis Technical Report (PDF format using TxDOT form)
9. **Section 4(f)** - The ENGINEER will prepare a de minimis Section 4(f) Checklist. It is anticipated that any ROW from the parkland would not be an Individual Section 4(f).
10. **Public Involvement** – The ENGINEER will plan, schedule, attend and facilitate one (1) public hearing to share details of the proposed project and provide the public opportunity for comments. Tasks may include but are not limited to: calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing meeting information and coordinating with attendees; developing meeting exhibits; holding and participating in meeting rehearsals; and facilitating the meetings.
 - a. **Deliverables:** Draft and Final versions of the following deliverables:
 - Meeting announcements and promotion including notices, advertisements, signage, and/or other notification methods as deemed necessary
 - Coordinate meeting location and facility preparation
 - Facilitate and attend public hearing (1)
 - Develop meeting materials and exhibits
 - Develop a Summary Report and Comment Response Matrices for all meetings
11. **Environmental Exclusions** – The following tasks are excluded, and if deemed necessary, these tasks can be conducted under a separate or supplemental work authorization.
 - Formal Section 10(a) Endangered Species Act (ESA) consultation, including preparation of a stand-alone Biological Assessment;
 - Environmental Assessment (EA);
 - Completion of HCP coordination;
 - Presence/absence surveys for karst features or endangered species;
 - Work extending beyond the specified limits of the project at the time of this work order;
 - Noise workshops;
 - Archeological Study;
 - Hazardous materials Phase I & Phase II ESAs;
 - Preparation of a USACE 404 permit; or
 - Reconnaissance or intensive historic structures surveys.

PROJECT MANAGEMENT (Function Code 145)

1. Meetings

- A. Attend and document Progress Meetings at the City of Round Rock office. Assume eight (8) meetings shall be required.

12. General Contract Administration

- A. Develop monthly invoices and progress reports.
- B. Subconsultant coordination.
- C. Design coordination with the City of Round Rock.
- D. Stakeholder/Utility Company coordination.

FIELD SURVEYING (Function Code 150) (Inland Geodetics)

1. General

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.
- B. Survey field notes will be submitted if requested by the City of Round Rock.

13. Boundary Surveys

- A. Perform sufficient property records research to obtain current ownership and deed information of affected properties. Surveyor will prepare an individual survey plat and metes and bounds description for each parcel (**11 estimated**) of land to be acquired for this project. Surveyor will set appropriate monuments in the field as shown in Survey plat and description for each acquired parcel.
- B. Perform revisions to existing boundary surveys of certain parcels that are determined to have changed configuration or ownership either in adjoining properties for the development of acquisition and/or easement documents required to accommodate the proposed feature replacement and/or channel improvements.
- C. C. Prepare individual parcel plats and descriptions to be used by the City of Round Rock for required right of way acquisition and easement process.

ROADWAY DESIGN CONTROLS (Function Code 160)

1. 60%-90% Design Development

Perform the following items for the project

- A. **Geometric Design** – Revise the horizontal alignment; vertical profile; pavement cross slopes; front slope, back slope, and ditch configuration that meet acceptable design criteria and remain within the limits of the proposed ROW.
- B. **Limits of Proposed ROW** – Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the

- resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration. Incorporate final ROW footprint into design base files and reflect on all plan submittals.
- C. **Design Cross Sections** - Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile in accordance with acceptable design criteria
 - D. **Typical Sections** – Prepare existing and proposed typical sections.
 - E. **Plan & Profile Drawings (1"=100')** – Drawings to include critical basemap information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.
 - F. **Alignment Data Sheets** – Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.
 - G. Earthwork Quantities

DRAINAGE (Function Code 161)

60%-90% PS&E:

- A. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and hydraulics. This shall include topographic working drawings to prepare the final drainage design.
- B. Develop storm water hydrology for the existing and ultimate roadway section throughout the limits of the project. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed for the project area to include a level of detail sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.
- C. Develop designs for all cross-drainage structures throughout the project limits. The cross drainage shall be modeled with HEC-RAS.
- D. Develop designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area. Storm sewer designs shall be developed using Geopak Drainage.

- E. Identify potential utility conflicts based on design for the project area.
- F. Develop drainage easement requirements for the project area.
- G. Develop locations for detention facilities if applicable.
- H. Coordinate the design with the City of Round Rock.

Signing, Pavement Markings and Signalization (Function Code 162)

60%-90% PS&E:

- A. **Signing & Pavement Markings** – Prepare signage and pavement marking plan sheets, layouts, and associated details.
- B. **Traffic Signal Layouts** – Prepare traffic signal plan sheets, layouts, and associated details.
- C. **Quantity Summaries** – Prepare summary sheets of all signing, pavement markings, and traffic signal quantities.

MISCELLANEOUS (ROADWAY) (Function Code 163)

60%-90% PS&E

- D. **Traffic Control Plans (TCP)** – Prepare Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. Prepare plan for temporary signals. TCP will be presented in construction plans.
- E. Prepare Title Sheet and Project Layout
- F. **Cost Estimates** – Prepare updated construction cost estimates at each milestone submittal.

ADDENDUM TO EXHIBIT C
Work Schedule

DATE*	MILESTONE
April 22, 2018	Notice to Proceed SWA #1 (Final PS & E)
April 26, 2018	Project Re-Start Meeting (Team & City Staff)
June 9, 2018	Submit 60% PS & E to City
June 27, 2018	Receive City 60% PS & E Comments
August 4, 2018	Submit 90% PS & E to City
August 22, 2018	Receive City 90% PS & E Comments
September 1, 2018	NTP FINAL 100% DESIGN

***Dates are subject to change as development progresses.**

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

**PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL**

EXHIBIT D-1 - FEE SCHEDULE

FC	DESCRIPTION	BGE	CD&P	Inland	TOTAL
FC 110	ROUTE AND DESIGN STUDIES	\$9,444.00			\$9,444.00
FC 120	ENVIRONMENTAL	\$57,604.00	\$ 9,600.00		\$67,204.00
FC 130	ROW	\$0.00			\$0.00
FC 145	GENERAL MANAGEMENT / COORDINATION	\$10,942.00			\$10,942.00
FC 150	FIELD SURVEYING AND PHOTOGRAMMETRY			\$37,836.00	\$37,836.00
FC 160	ROADWAY DESIGN CONTROLS	\$88,566.00			\$88,566.00
FC 161	DRAINAGE	\$123,736.00			\$123,736.00
FC 162		\$0.00			
FC 163	MISCELLANEOUS ROADWAY	\$56,826.00			\$56,826.00
	EXPENSES	\$1,803.50	\$5,514.75	\$ -	\$7,318.25
	TOTAL	\$348,921.50	\$15,114.75	\$37,836.00	\$401,872.25

BROWN GAY ENGINEERS, INC.
PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL

EXHIBIT D-1 - FEE SCHEDULE

TASK DESCRIPTION		Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	Total	TOTAL LABOR HRS. & COSTS	Sheets	Hrs/Sheet
FC 110	ROUTE AND DESIGN STUDIES										0	\$9,444.00		#DIV/0!
	CAMPO Application Assistance	4	12		32	10		8		4	70	\$9,444.00		#DIV/0!
FC 120	ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT										0	\$57,604.00		#DIV/0!
	1. Data Collection and Environmental Constraints Mapping	1	2					4	8		15	\$2,393.00		#DIV/0!
	2. TxDOT Environmental Scoping Documentation	1	2					4	8		15	\$2,393.00		#DIV/0!
	3. Archeological Background Study Technical Report	1	2					16	8		27	\$4,733.00		#DIV/0!
	4. Historic Structures Project Coordination Request Form	1	2					8	8		19	\$3,173.00		#DIV/0!
	5. Water Resources Technical Report	1	2					8	8		19	\$3,173.00		#DIV/0!
	6. Biological Evaluation and Tier 1 Form	1	2					16	24		43	\$6,813.00		#DIV/0!
	7. Hazardous Materials Initial Site Assessment	1	2					8	24		35	\$5,253.00		#DIV/0!
	8. Traffic Noise Analysis	1	2					16	40		59	\$8,893.00		#DIV/0!
	Coordination with TxDOT on ENV	2	4		2			2			10	\$1,756.00		
	Public involvement													#DIV/0!
	General public outreach		8		8			4			20	\$3,052.00		#DIV/0!
	Public meetings		16		16			4			36	\$5,324.00		#DIV/0!
	1 on 1 meetings with key stakeholders		16		16			4			36	\$5,324.00		#DIV/0!
	Community meetings with HOAs		16		16			4			36	\$5,324.00		#DIV/0!
FC 145	PROJECT MANAGEMENT										0	\$10,942.00		#DIV/0!
	Meetings		16	12	12						40	\$5,760.00		#DIV/0!
	General contract administration		16	8	8					6	38	\$5,182.00		#DIV/0!
FC 160	ROADWAY DESIGN CONTROLS										0	\$88,566.00		#DIV/0!
	Final Design Development										0			#DIV/0!
	Geometric design	6	16	48	60	72					202	\$25,278.00		#DIV/0!
	Revisions to Alignment	8	16		24	40					88	\$11,624.00		#DIV/0!
	Design cross sections	8	16	32	60	80					196	\$24,400.00		#DIV/0!
	60%-90% PS&E										0			#DIV/0!
	Typical Sections	4	6	8	24	20					62	\$7,888.00	3	20.66666667
	Plan & Profile Drawings	8	24	32		40					104	\$14,792.00	6	17.33333333
	Alignment Data Sheets	4	6		8	16					34	\$4,584.00	2	17
FC 161	DRAINAGE										0	\$123,736.00		#DIV/0!
	Incorporate all design surveys into CADD			8		8					16	\$1,984.00		#DIV/0!
	Develop external storm water hydrology (ex/prop)	4	24	40	24	8					100	\$14,116.00		#DIV/0!
	Develop external Drainage Area Map	2		6	16	10					34	\$4,138.00	2	17
	Develop internal storm water hydrology (ex/prop)	4	24	24	36	4					92	\$12,788.00		#DIV/0!
	Develop internal Drainage Area Map	4		12	24	20					60	\$7,396.00	4	15
	Develop HEC-RAS designs for all cross drainage (ex/prop)	8	20	40	36	24					128	\$17,400.00	4	32
	Hydraulic Data Sheets	4		16	8	16					44	\$5,748.00	2	22
	Culvert Layout P&P Sheets	4		8	20	16					48	\$5,964.00	2	24
	Develop Geopak Drainage design for proposed storm sewer (ex/prop)	4	8	16	24	8					60	\$8,020.00	12	5
	Storm Sewer P&P Sheets	6	8	16	36	48					114	\$14,190.00	12	9.5
	Hydraulic Data Sheets-SS	2		4	16	12					34	\$4,082.00	1	34
	Identify potential utility conflicts/adjustments		6	16		12					34	\$4,572.00		#DIV/0!
	Develop drainage easements		12	24							36	\$5,400.00	2	18
	Detention Design	6		32		36					96	\$13,170.00	4	24
	Coordinate design with the CoRR staff		16	8	8						32	\$4,768.00		#DIV/0!

EXHIBIT D-1 - FEE SCHEDULE[illegible]

SUMMARY	
TOTAL LABOR COSTS	\$347,118.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,803.50
GRAND TOTAL	\$348,921.50

PROJECT NAME: GATTIS SCHOOL RD
FROM RED BUD LN TO VIA SONOMA TRL

TASK DESCRIPTION	PROJECT MANAGER	GRAPHIC DESIGN	SENIOR PI SPECIALIST	PI SPECIALIST	CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)						
Provide project management (5 months assumed)	3					
HOURS SUB-TOTALS	3	0	0		0	3
CONTRACT RATE PER HOUR	150	90	80	70	50	
TOTAL LABOR COSTS	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
SUBTOTAL (FC 164)						\$450.00
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)						
Public Hearing						
Develop and distribute meeting announcements (mailed notices, advertisements, signage, outreach calls, etc.)	2	8	4		4	
Coordinate meeting location and facility preparation	1			2	2	
Develop meeting materials and exhibits	4	12	8	4		
Coordinate and facilitate public hearing preparation meeting	4		4	2		
Attend and facilitate public hearing	4		4	4	4	
Develop Summary Report and Comment Response Matrix	4		10	8	4	
HOURS SUB-TOTALS	19	20	30	20	14	103
CONTRACT RATE PER HOUR	150	90	80	70	50	
TOTAL LABOR COSTS	\$2,850.00	\$1,800.00	\$2,400.00	\$1,400.00	\$700.00	\$9,150.00
SUBTOTAL (FC120)						\$9,150.00

DESCRIPTION	TOTAL COSTS BY FC				
PROJECT MANAGEMENT (FC 164)					\$450.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)					\$9,150.00
SUBTOTAL LABOR EXPENSES					\$9,600.00
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT			
Air Travel		\$800.00			\$0.00
Mileage (# of miles) (current state rate)	250	\$0.565			\$141.25
Per diem		\$36.00			\$0.00
Hotel		\$85.00			\$0.00
Photocopies B/W (11 X 17)		\$0.25			\$0.00
White Mylar (11 X 17)		\$3.00			\$0.00
CD Archive		\$5.00			\$0.00
Photocopies Color (8.5 X 11)	750	\$0.40			\$300.00
Photocopies Color (11 X 17)	250	\$0.80			\$200.00
Venue Rental	1	\$250.00			\$250.00
Postage	150	\$0.49			\$73.50
Misc. (meeting supplies, signage, etc.)	1	\$250.00			\$250.00
Newspaper Advertisements (Estimate)	1	\$1,000.00			\$1,000.00
Additional Advertisement (Section 4f - if needed)	3	\$1,000.00			\$3,000.00
Court Reporter (Estimate)	1	\$300.00			\$300.00
SUBTOTAL DIRECT EXPENSES					\$5,514.75

SUMMARY	
TOTAL COSTS	\$ 9,600.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$5,514.75
GRAND TOTAL	\$15,114.75

EXHIBIT D-1 - FEE SCHEDULE

FROM RED BUD LN TO VIA SONOMA TRL

Cost Variables:	Reimbursable Services Include:		Reimbursable Fees Include:	
GPS Receivers	\$15	\$0.00	SUPPLIES	\$0.00
Vehicle	\$60	\$0.00	TITLES	\$0.00
ATV	\$55	\$0.00		
	Total:	<u>\$0.00</u>	Total:	<u>\$0.00</u>

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:
2018-341185

Date Filed:
04/18/2018

Date Acknowledged:

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

BGE, Inc.
Austin, TX United States

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

City of Round Rock

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

R-2016-3216 Supplemental 1
Gattis School Road Segment 6

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Dillon, William	Frisco, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Harris, Charles	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Charles R. Harris, and my date of birth is November 14, 1961

My address is 7000 N. Mopac Expy, Suite 330, Austin, TX, 78731, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 18th day of April, 2018.
(month) (year)

Charles R. Harris

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with McDonald's Corporation for the purchase of a 0.041-acre tract of land and a 0.048-acre Public Utility Easement necessary for the RM 620 Right-of-Way Project (Parcels 27 and 27PUE).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$300,000.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5422

The original appraised value for the r.o.w. parcel acquisition and remainder damage was \$93,723. After additional income methodology evaluation by the City's appraiser, and remainder reconstruction evaluation by the City's development engineering consultants regarding remainder damage due to lost parking spaces, TxDOT approved an administrative settlement of \$285K with recommendation by the City evaluation team. That amount is 90% reimbursable to the City. The portion of the purchase price attributable to the PUE acquisition is \$15K, and is not reimbursable by TxDOT.

Cost: \$300,000.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5422

WHEREAS, the City of Round Rock (“City”) desires to purchase right of way necessary for the RM 620 Right of Way Project, and said tracts (“Property”) are described as follows: All of that certain 0.041 acre (Parcel 27) and a 0.048 Public Utility Easement (Parcel 27PUE), and

WHEREAS, McDonald’s Corporation, the owner of the Property, has agreed to sell said Property to the City, 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 Real Estate Contract with McDonald’s Corporation, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MCDONALD'S CORPORATION, a Delaware corporation, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.041 acre (1,793 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27**); and

Public Utility Easement interest in and across all of that certain 0.048 acre (2,101 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 27PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND and 00/100 Dollars (\$285,000.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B" shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDOT.

2.05. Purchaser shall provide Seller with thirty (30) days written notice before its initial entry onto the property purchased in fee simple to perform construction activities, by providing a 30 day notice to vacate. Written notice to seller shall be provided to the following:

Chris Domengeaux
Texas Property Manager
South Texas Field Execution Team
McDonalds Corporation
3703 Cypress Creek Parkway, Ste. 300
Houston, TX 77068
Chris.domengeaux@us.mcd.com

2.06 Purchaser agrees to reconstruct access into the remainder property (and to tie-in the new driveway to existing internal drives on the remainder property) in the same relative location as the pre-taking access, with the access drive to be constructed to be of same quality, materials and specifications as the pre-taking access, including the same grade and drainage as existed before the taking, and further in substantial compliance with the plans, notes and specifications as shown in Exhibit "C" attached hereto. To the extent necessary, execution of this Contract shall provide Purchaser with permission for Right of Entry to complete the tie-in and access reconstruction. Purchaser agrees that access to the property via all driveways shall remain open at all times during construction, unless otherwise agreed to with Seller in advance.

2.07. Purchaser agrees that landowner may retain the directional drive-thru sign(s) located in the Property described in Exhibit "A" so long as said signs are removed prior to the expiration of the 30-day notice to be provided pursuant to Paragraph 2.05 herein.

2.08. Prior to initial entry upon the Public Utility Easement property to construct the proposed water line facility installation as set out in Exhibit “D” attached hereto, Purchaser shall provide Seller with a minimum of seven (7) days written notice of intent to perform such activities within the Easement area. Written notice shall be provided in the same manner as set out in Section 2.05 herein.

2.09. Purchaser agrees that it shall relocate existing water meters and back flow preventers in the property described in Exhibit “A” hereto, and reconnect same to the new water line to be installed by Purchaser such that water supply to the existing McDonalds restaurant shall be continuously maintained throughout Purchaser’s project.

ARTICLE III PURCHASER’S OBLIGATIONS

Conditions to Purchaser’s Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller’s knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, including specifically a partial release of the existing tenant lease for the Property described in Exhibit "A", except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "E" attached hereto. The Public Utility Easement to the City of Round Rock shall be in the form as shown in Exhibit "F" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 2.05 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Address: _____

Its: _____

Date: _____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Address: 221 East Main St.
Round Rock, Texas 78664

Its: _____

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 27

DESCRIPTION OF A 0.041 ACRE (1,793 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE MCDONALD'S ADDITION SUBDIVISION RECORDED IN CABINET X, SLIDES 51-52 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO MCDONALD'S CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1759, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.041 ACRE (1,793 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½" iron rod found, 267.50 feet right of proposed Ranch to Market (R.M.) 620 baseline station 505+97.13, being the easterly boundary line of Lot 3 of the Final Plat of Market At Round Rock recorded in Cabinet H, Slides 187-188 of the Plat Records of Williamson County, Texas and conveyed to Regency Centers, LP by instrument recorded in Document No. 9920260 of the Official Records of Williamson County, Texas, same being the northwesterly corner of Lot 2 of said (Market at Round Rock subdivision), same being the southwesterly corner of said Lot 1 (McDonald's Addition subdivision);

THENCE with the common boundary line of said Lot 3 (Market At Round Rock subdivision) and said Lot 1 (McDonald's Addition subdivision), N 05°02'12" E for a distance of 205.95 feet to a ½" iron rod with TxDOT aluminum cap set, 68.00 feet right of proposed R.M. 620 baseline station 505+49.55, being the curving proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), for the most southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE** departing said proposed southerly ROW line, continuing with said common boundary line, N 05°02'12" E for a distance of 14.27 feet to a ½" iron rod found, for a point of curvature in the existing southerly right-of-way ROW line of R.M. 620 (80' ROW width), being the most northeasterly corner of said Lot 3 (Market At Round Rock subdivision), same being the most northwesterly corner of said Lot 1 (McDonald's Addition subdivision), for the most northwesterly corner of the herein described parcel;
- 2) **THENCE** with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1 (McDonald's Addition subdivision), along said curve to the left, having a delta angle of 02°44'48", a radius of 1,949.86 feet, an arc length of 93.47 feet, and a chord which bears S 73°39'34" E for a distance of 93.47 feet to a calculated point of intersection of said southerly existing ROW of RM 620 and the westerly ROW line of the south bound frontage road of IH 35 (ROW width varies), being the most northeasterly corner of said Lot 1 (McDonald's Addition subdivision), and from which a broken TxDOT Type I concrete monument found bears N 75°29'57" W at a distance of 1.70 feet;

- 3) **THENCE** departing the existing southerly ROW line of R.M. 620, with said existing IH 35 ROW line, same being the easterly boundary line of said Lot 1 ((McDonald's Addition subdivision), **S 46°21'11" E** for a distance of **40.69** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument), 68.00 feet, right of proposed R.M. 620 baseline station 506+72.68, in the curving proposed southerly ROW line of said R.M. 620, for the most southeasterly corner of the herein described parcel;
- 4) **THENCE** with said proposed southerly ROW line, through the interior of said Lot 1, along a curve to the right, having a delta angle of **03°11'32"**, a radius of **2,278.00** feet, an arc length of **126.92** feet, and a chord which bears **N 71°33'01" W** for a distance of **126.90** feet to the **POINT OF BEGINNING**, containing 0.041 acres (1,793 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10 MAR 2014

Date



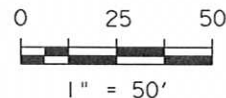
PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 3 OF 4

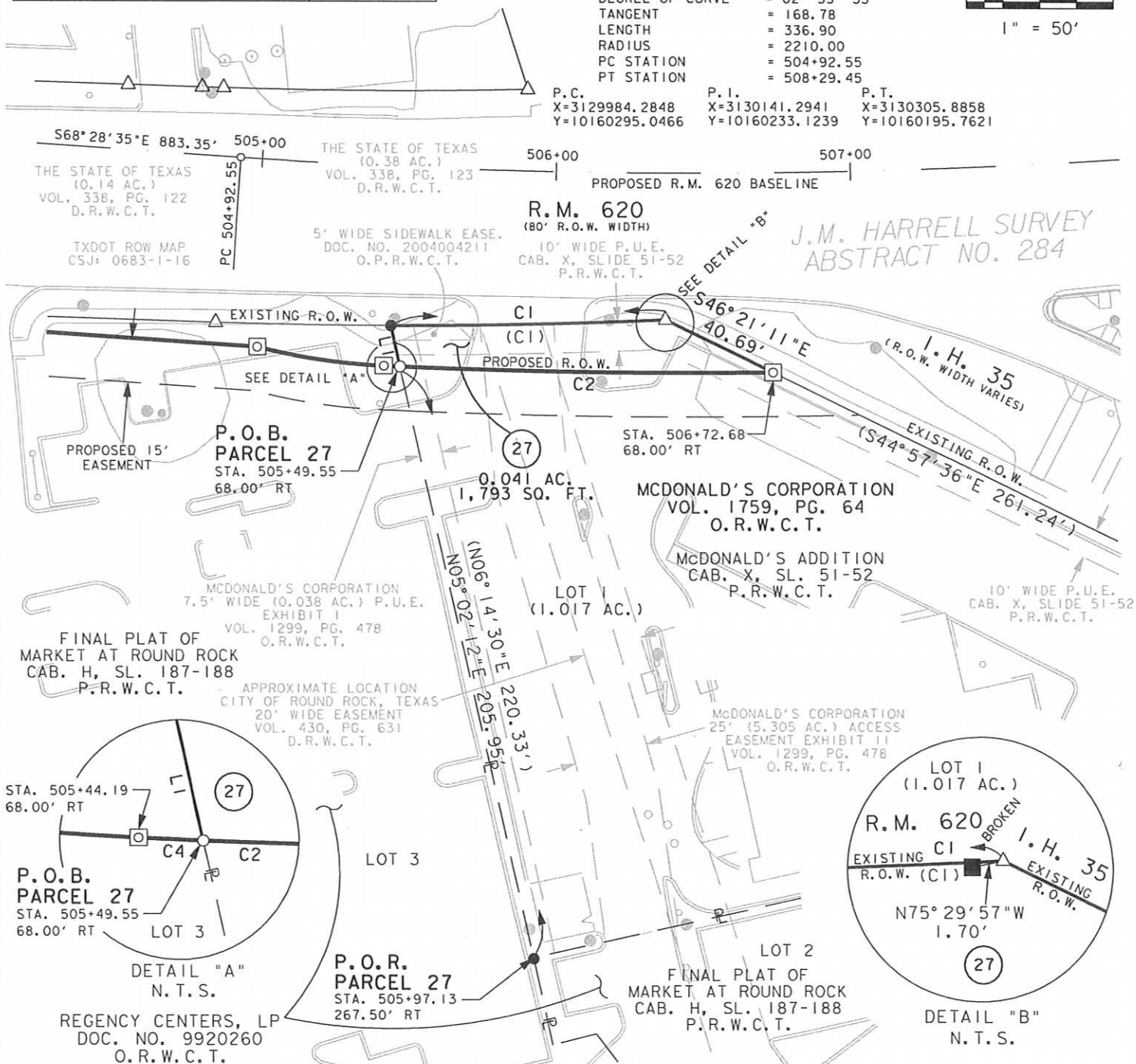
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 44' 48"	1949.86'	93.47'	93.47'	S73° 39' 34"E
(C1)	(02° 42' 31")	(1949.86')	(92.18')	(92.17')	(S72° 21' 23"E)
C2	03° 11' 32"	2278.00'	126.92'	126.90'	N71° 33' 01"W
C4	00° 08' 21"	2278.00'	5.53'	5.53'	N69° 53' 05"W

NUMBER	DIRECTION	DISTANCE
L1	N05° 02' 12"E	14.27'

PROPOSED R.M. 620 BASELINE
 P.I. STATION = 506+61.32
 DELTA = 08° 44' 04" (LT)
 DEGREE OF CURVE = 02° 35' 33"
 TANGENT = 168.78
 LENGTH = 336.90
 RADIUS = 2210.00
 PC STATION = 504+92.55
 PT STATION = 508+29.45



P.C. X=3129984.2848 Y=10160295.0466
 P.I. X=3130141.2941 Y=10160233.1239
 P.T. X=3130305.8858 Y=10160195.7621



INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION



Texas Department of Transportation

PARCEL 27

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1037, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 23, 2014, ISSUE DATE JANUARY 31, 2014.

- 10E. A SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT FILED UNDER VOLUME 430, PAGE 631, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 925, PAGE 839 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RECIPROCAL DRIVEWAY EASEMENTS, PARKING EASEMENT AND MAINTENANCE AGREEMENT, RATIFICATION OF ACCESS EASEMENT RECORDED IN VOLUME 1546, PAGE 321, AND IN VOLUME 1546, PAGE 337 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. UTILITY AND ACCESS EASEMENTS AS SET FORTH UNDER MEMORANDUM OF LEASE RECORDED IN VOLUME 899, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AS AFFECTED BY LEASE MODIFICATION AGREEMENT RECORDED IN VOLUME 1299, PAGE 478, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. A SIDEWALK EASEMENT GRANTED TO CITY OF ROUND ROCK IN INSTRUMENT FILED IN DOCUMENT NO. 2004004211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

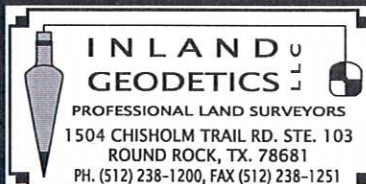
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 10 MAR 2014

	ACRES	SQUARE FEET
ACQUISITION	0.041	1,793
CALC/DEED AREA	1.017	44,303
REMAINDER AREA	0.976	42,510



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION



Texas Department of Transportation

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 27

EXHIBIT B

County: Williamson
Parcel : 27-E
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 27-E

DESCRIPTION OF A 0.048 ACRE (2,101 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE MCDONALD'S ADDITION SUBDIVISION RECORDED IN CABINET X, SLIDES 51-52 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO MCDONALD'S CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1759, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.048 ACRE (2,101 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with TxDOT aluminum cap set, 68.00 feet, right of proposed R.M. 620 baseline station 505+49.55, being the easterly boundary line of Lot 3 of the Final Plat of Market At Round Rock recorded in Cabinet H, Slides 187-188 of the Plat Records of Williamson County, Texas, same being the westerly boundary line of said Lot 1, for the northwesterly corner of the herein described tract and from which a ½" iron rod found being the northeasterly corner of said Lot 3, also being the northwesterly corner of said Lot 1 bears N 05°02'12" E at a distance of 14.27 feet;

- 1) **THENCE**, departing said common boundary line, with said proposed southerly ROW line, through the interior of said Lot 1, along a curve to the left, having a delta angle of **03°11'32"**, a radius of **2,278.00** feet, an arc length of **126.92** feet, and a chord which bears **S 71°33'01" E** for a distance of **126.90** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced by TxDOT Type II monument), 68.00 feet right of proposed R.M. 620 baseline station 506+72.68, being the westerly ROW line of the south bound frontage road of IH 35 (ROW width varies), being the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said proposed southerly ROW line, with the existing southbound frontage road of IH 35, same being the easterly boundary line of said Lot 1, **S 46°21'11" E** for a distance of **32.86** feet to a calculated point of curvature to the right, for the most southeasterly corner of the herein described tract;
- 3) **THENCE**, along said curve to the right, having a delta angle of **03°49'29"**, a radius of **2,293.00** feet, an arc length of **153.06** feet, and a chord which bears **N 71°58'01" W** for a distance of **153.04** feet to a calculated point, being the common boundary line of said Lot 3 and said Lot 1 and from which a ½" iron rod found for the northwesterly corner of said Lot 2 (Market at Round Rock subdivision), same being the southwesterly corner of Lot 1 (McDonald's Addition subdivision), same being in the easterly boundary line of said Lot 3 bears S 05°02'12" W at a distance of 190.43 feet;

- 4) **THENCE**, with the common boundary line of said Lot 3 and said Lot 1, **N 05°02'12" E** for a distance of **15.53** feet to the **POINT OF BEGINNING**, containing 0.048 acres (2,101 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 20 MAY 2014
M. Stephen Truesdale Date

Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

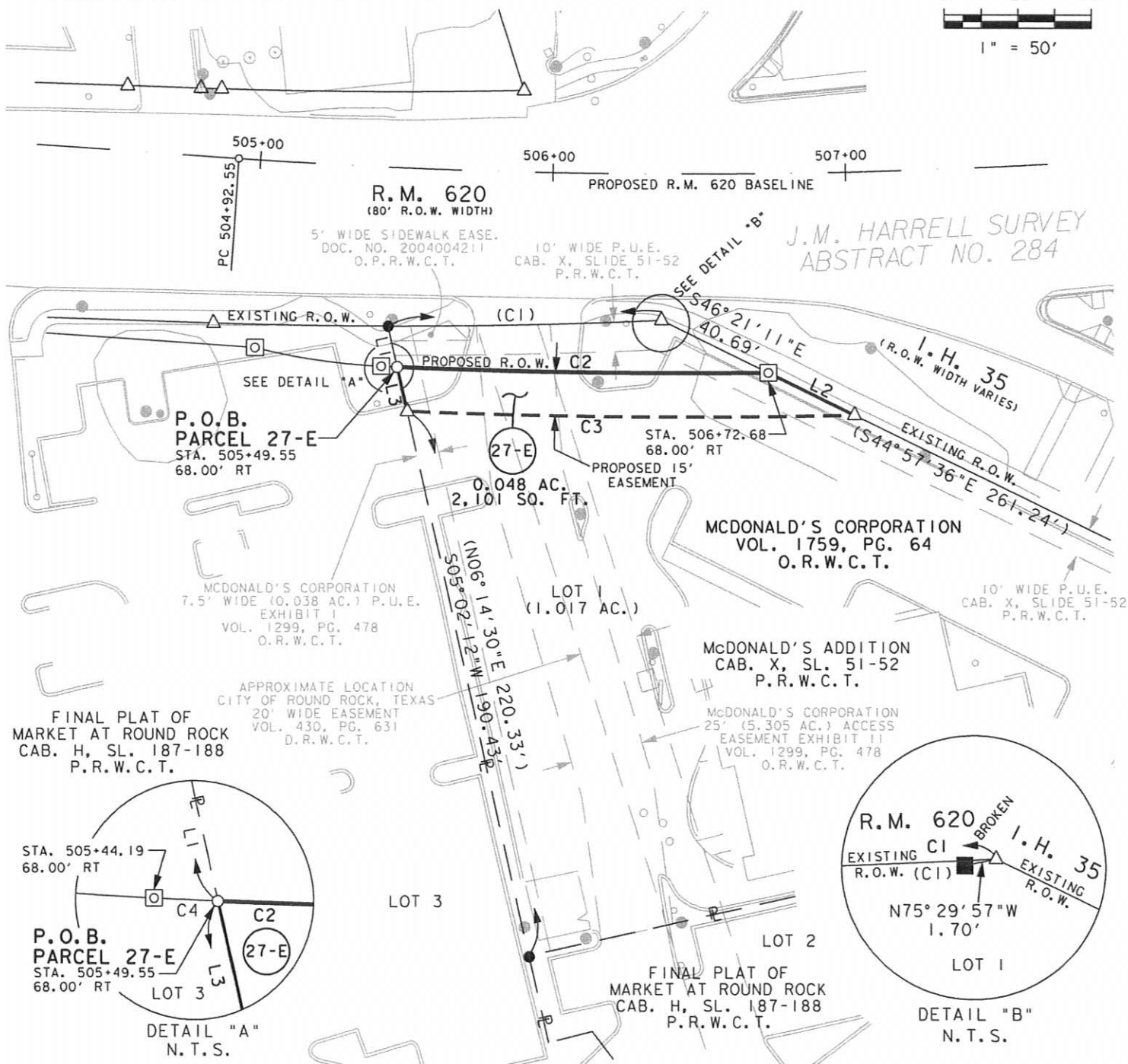


PLAT TO ACCOMPANY PARCEL DESCRIPTION


04/01/14
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
(C1)	(02° 42' 31")	(1949.86')	(92.18')	(92.17')	(S72° 21' 23"E)
C2	03° 11' 32"	2278.00'	126.92'	126.90'	S71° 33' 01"E
C3	03° 49' 29"	2293.00'	153.06'	153.04'	N71° 58' 01"W

NUMBER	DIRECTION	DISTANCE
L1	N05° 02' 12"E	14.27'
L2	S46° 21' 11"E	32.86'
L3	N05° 02' 12"E	15.53'



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION

 Texas Department of Transportation
© 2003

PARCEL 27-E

SCALE 1" = 50'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/01/14
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

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- 10E. A SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT FILED UNDER VOLUME 430, PAGE 631, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 925, PAGE 839 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RECIPROCAL DRIVEWAY EASEMENTS, PARKING EASEMENT AND MAINTENANCE AGREEMENT, RATIFICATION OF ACCESS EASEMENT RECORDED IN VOLUME 1546, PAGE 321, AND IN VOLUME 1546, PAGE 337 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. UTILITY AND ACCESS EASEMENTS AS SET FORTH UNDER MEMORANDUM OF LEASE RECORDED IN VOLUME 899, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AS AFFECTED BY LEASE MODIFICATION AGREEMENT RECORDED IN VOLUME 1299, PAGE 478, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. A SIDEWALK EASEMENT GRANTED TO CITY OF ROUND ROCK IN INSTRUMENT FILED IN DOCUMENT NO. 2004004211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale 20 MAY 2014

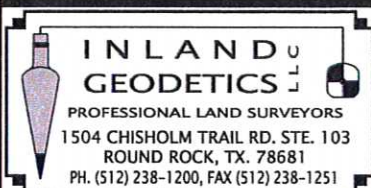
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION

Texas Department of Transportation
© 2003



SCALE
1" = 50'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

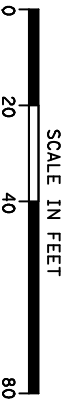
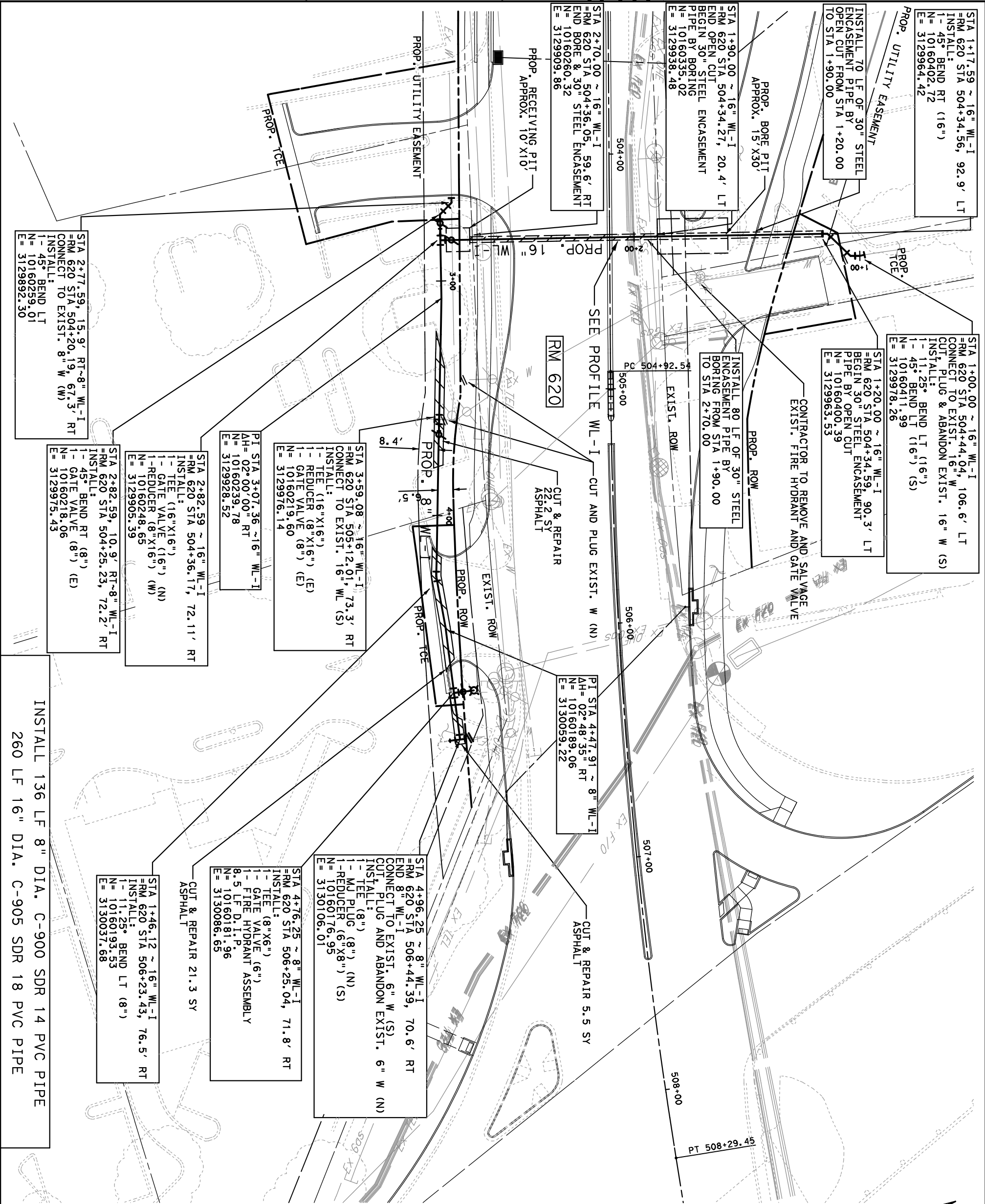
PARCEL 27-E

EXHIBIT "C" (Page 1 of 2)

8/18/2017 4:03:30 PM ah3302 TXDOT I:\29000\sts29581\CADD\Sheets\GTNIC408-WP-29581.dgn

Design

PDF 2D MON FW MR 600.plt



LEGEND

- EXISTING FEATURES
- EXISTING R.O.W.
- PROPERTY LINE
- PROPOSED R.O.W.
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED SS
- PROPOSED SSM
- PROPOSED WL
- PROPOSED DRAINAGE
- EXISTING FIBER OPTIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER
- EXISTING TELEPHONE
- EXISTING GAS
- EXISTING CABLE
- EXISTING CABLE
- CONCRETE CUT & REPAIR
- CONCRETE PAVERS
- ASPHALT CUT & REPAIR
- PROPOSED ENCASEMENT
- BY BORE
- PROPOSED ENCASEMENT
- BY OPEN CUT

NOTES:

- REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXIST.
- SEE INTERSECTION AND GRADING PLANS FOR CROSS STREET INFORMATION.
- CROSS SECTIONS ARE PROVIDED FOR THE CONTRACTOR'S INFORMATION AS A BASIS OF ESTIMATE FOR EARTHWORK QUANTITIES. DRIVEWAYS ARE NOT SHOWN AND ANY WORK RELATED TO DRIVEWAY CONSTRUCTION SHALL BE SUBSIDIARY TO ITEM 530.
- IRRIGATION SYSTEMS DAMAGED BY CONSTRUCTION SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. ANY NECESSARY IRRIGATION REPAIRS WILL BE CONSIDERED SUBSIDIARY TO THE LINE ITEM COST FOR PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.



400 WEST BOKER LANE, SUITE 400
AUSTIN, TEXAS 78706-4365
TEL (512) 252-8184
FAX (512) 252-8141
TYPE PRINT NO. 1-512

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CITY OF ROUND ROCK, TX
2008 ENTERPRISE DRIVE
ROUND ROCK, TX 78664

RM 620

PROP. 8" WATER LINE I
STA 1+00 TO STA 4+96

SCALE: 1" = 40'		SHEET 8 OF 12	
Design	BY	DATE	REVISION
Checked	ER	DATE	REVISION
Drawn	JG	DIST.	CONTROL SECTION NO.
Checked	DE	AUS	WILLIAMSON

EXHIBIT "C" (Page 2 of 2)

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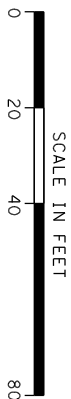
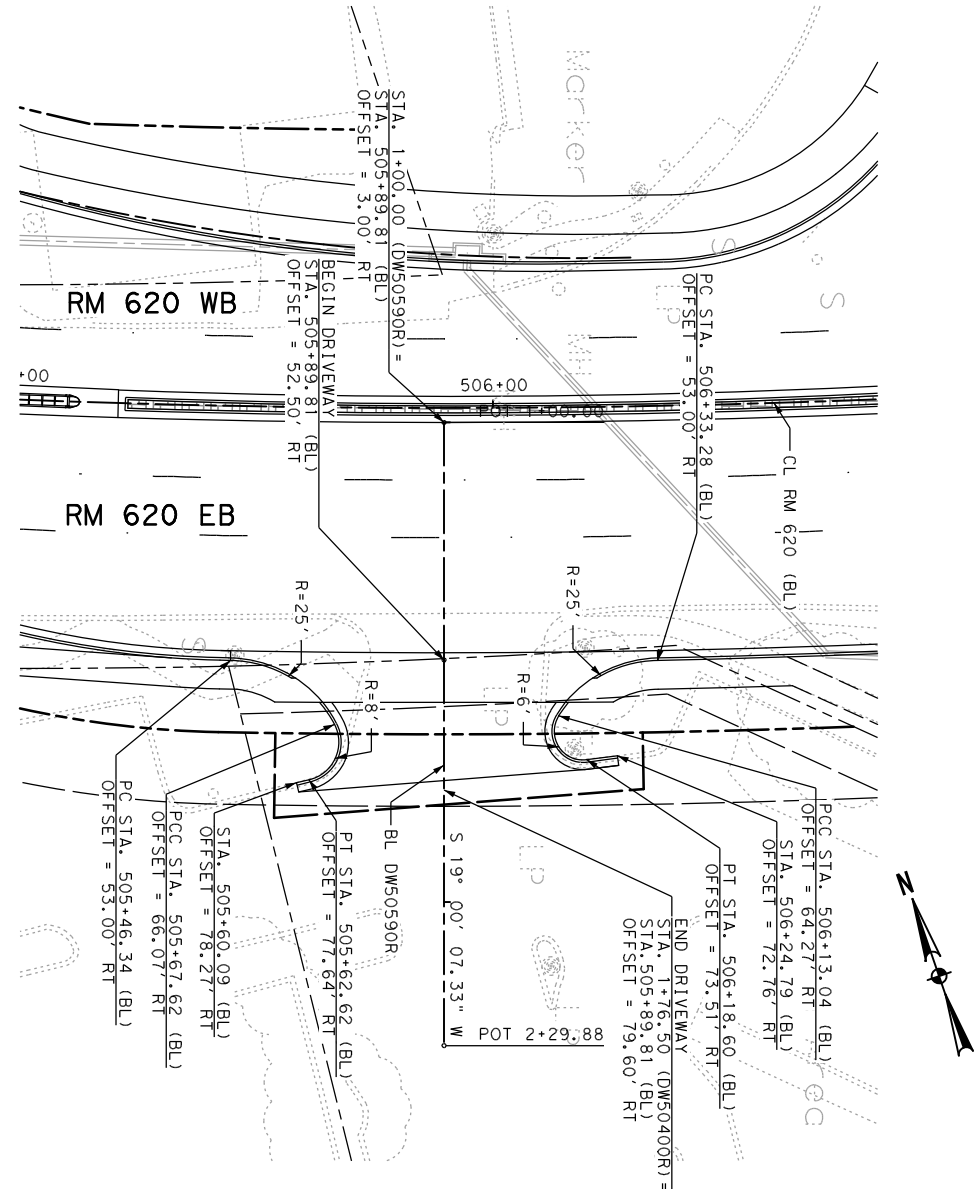
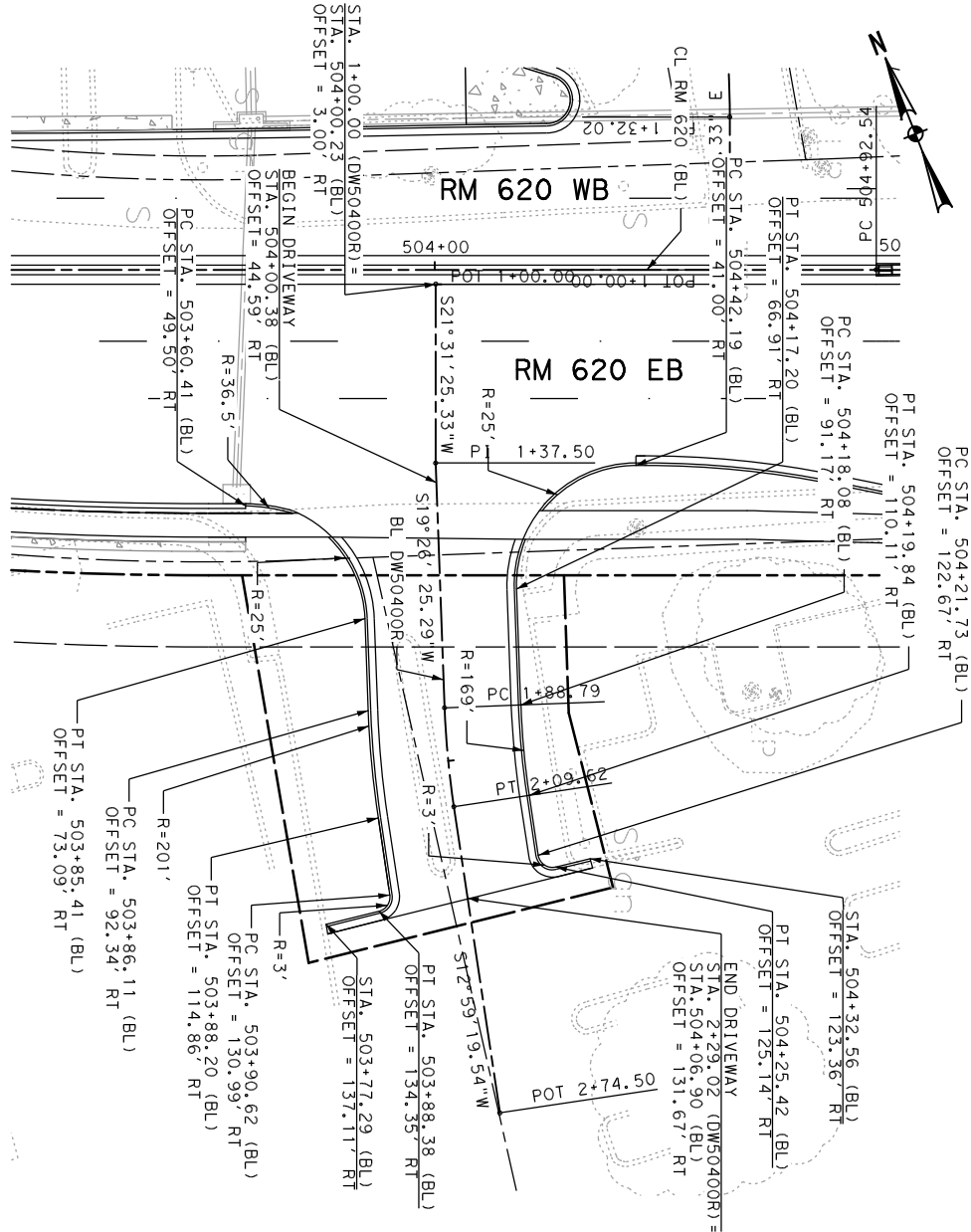
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DRIVEWAY STA 504+00.23 (BL)

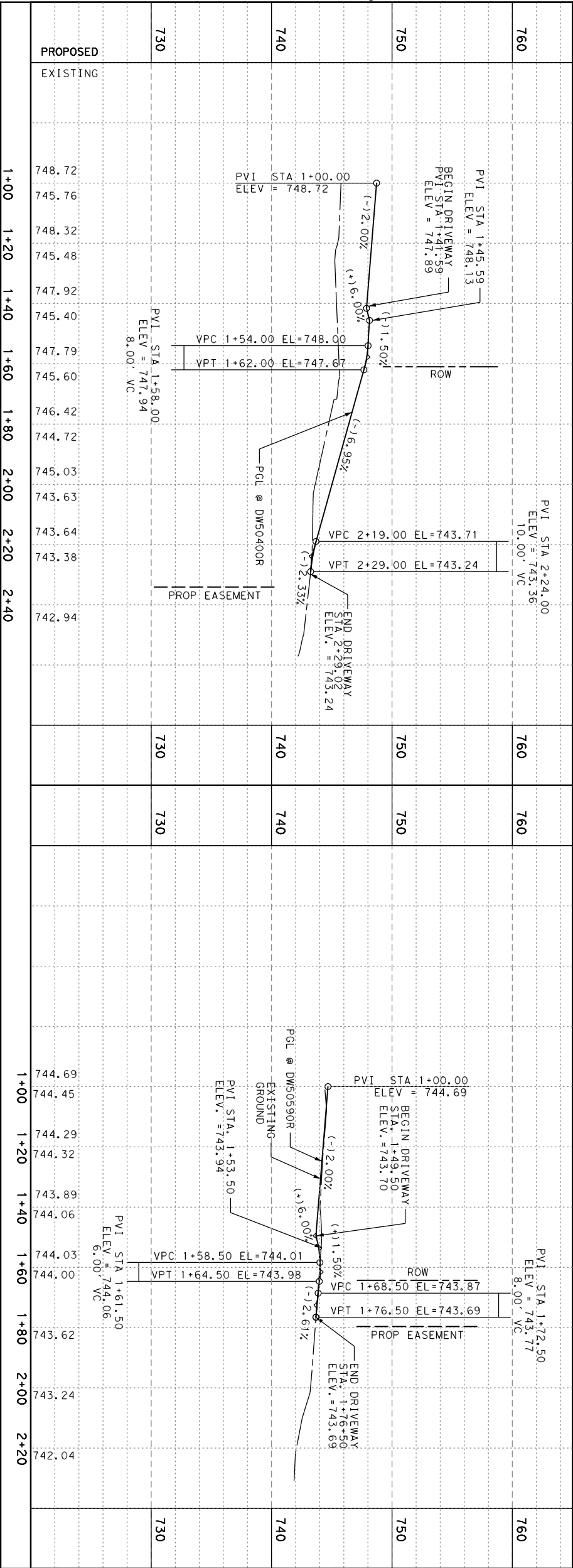
DRIVEWAY STA 505+89.81 (BL)

- NOTES:
1. REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXIST.
 2. LANE WIDTHS ARE MEASURED TO LIP OF GUTTER. ALL OTHER CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 3. EASEMENTS SHOWN FOR DRIVEWAYS MUST BE COORDINATED WITH PROPERTY OWNER.
 4. ALL STA/OFFSET CALLOUTS ARE FROM CL UNLESS OTHERWISE NOTED.



LEGEND

- EXISTING FEATURES
- PROPOSED CURB AND GUTTER
- DIRECTION OF TRAFFIC FLOW
- PROPERTY LINE
- EXISTING R.O.W.
- PROPOSED R.O.W.
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- CONCRETE RIPRAP
- LANDSCAPE PAVERS
- CONCRETE DRIVEWAY



SCALE: 1" = 40'

CITY OF ROUND ROCK, TX
2008 ENTERPRISE DRIVE
ROUND ROCK, TX 78664

RM 620
DRIVEWAYS AND SIDE ROADS

SHEET 5 OF 12

DESIGNED BY: J. J. RAYMAN
CHECKED BY: J. J. RAYMAN
DATE: 8/31/2017

REVISION: 1
BY: J. J. RAYMAN
DATE: 8/31/2017

HALFF
86354
8600 AMBERG LN. BLDG. 125
ROUND ROCK, TX 78664
TEL: (912) 772-4600
FAX: (912) 202-9141
B/E: (912) 202-9141

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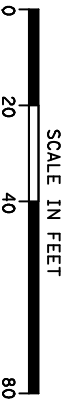
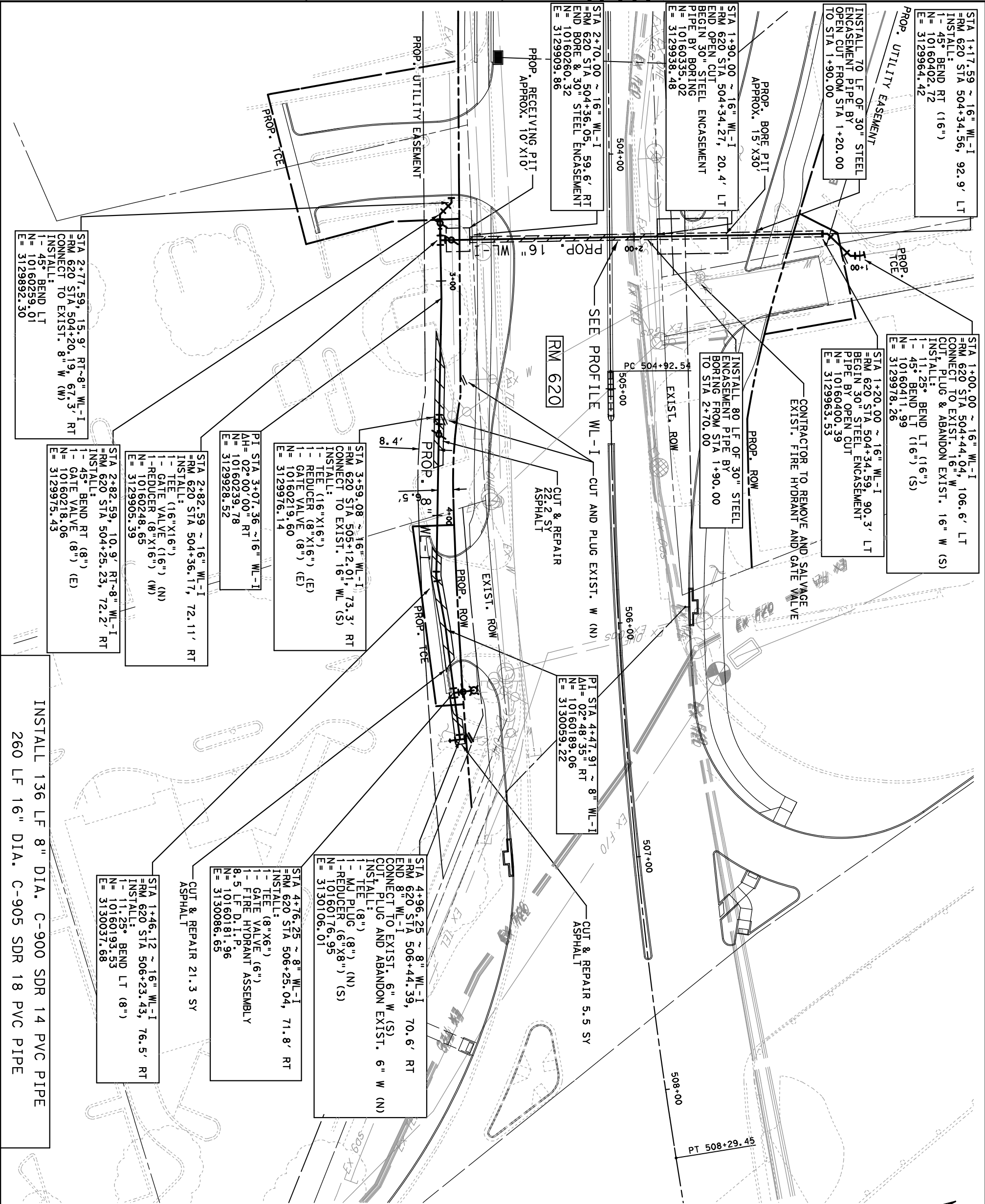
STATE OF TEXAS
COUNTY OF DALLAS
PROJECT NO. 123456789
SHEET NO. 5 OF 12

EXHIBIT "D"

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Design

PDF 2D MON FW MR 600.plt



LEGEND

- EXISTING FEATURES
- EXISTING R.O.W.
- PROPERTY LINE
- PROPOSED R.O.W.
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED SS
- PROPOSED SSMH
- PROPOSED WL
- PROPOSED DRAINAGE
- EXISTING FIBER OPTIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER
- EXISTING TELEPHONE
- EXISTING GAS
- EXISTING CABLE
- CONCRETE CUT & REPAIR
- CONCRETE PAVERS
- ASPHALT CUT & REPAIR
- PROPOSED ENCASUREMENT BY BORE
- PROPOSED ENCASUREMENT BY OPEN CUT

NOTES:

- REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXIST.
- SEE INTERSECTION AND GRADING PLANS FOR CROSS STREET INFORMATION.
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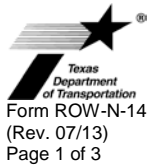
RM 620

PROP. 8" WATER LINE I
STA 1+00 TO STA 4+96

SCALE: 1" = 40'		SHEET 8 OF 12	
Design	BY: [Signature]	State	TX
Checked	ER: [Signature]	Federal Aid Project No.	XXX XX (XX) XX
Drawn	JG: [Signature]	County	CONTROL SECTION 408
Checked	DE: [Signature]	Williamson	0683 01 056 573

EXHIBIT "E"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



DEED RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 27

Grantor(s), whether one or more: MCDONALD'S CORPORATION, a Delaware Corporation

Grantor's Mailing Address (including county):

2915 Jorie Boulevard
Oak Brook, IL 60523

Grantee: THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761

Consideration:

The sum of Two Hundred Eighty-Five Thousand and no/100 Dollars (\$285,000.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Directional Drive Thru Signs

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Name: _____

Its: _____

Acknowledgement

State of _____

County of _____

This instrument was acknowledged before me on _____
_____ by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of _____

EXHIBIT "F"

PUBLIC UTILITY EASEMENT

RM 620

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That MCDONALD'S CORPORATION, a Delaware corporation, and its successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property (the "Property"), to-wit:

All of that certain 0.048 acre (2,101 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 27PUE).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, and removal of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations (herein collectively referred to herein as "the Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas signage, and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the Easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement, which approval shall not be unreasonably withheld.

Grantee shall have the additional right to temporarily enter upon the remaining property of Grantor if necessary for removing portions of any improvements which are bisected by the acquisition of the Property or otherwise acquired or damaged by Grantee, and for cutting any additional bisected or damaged improvements which are retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.
- (d) Grantee will construct the Facilities in a good and workmanlike manner and will keep any Facilities owned by Grantee in good maintenance and repair at its sole cost and expense.
- (e) Unless otherwise agreed in writing, immediately after Grantee completes any work on the Property, Grantee will restore the easement area to the same or better condition as it was in before Grantee began the work and to a safe condition, including any of Grantor's signs, Access drives, curbing or other improvements located within the Property which are impacted by any work, and will remove all of its equipment, tools, trash and debris from the easement area.
- (f) Grantee will separate by cones or other appropriate construction safety barriers ("cone off") the Property while Grantee performs any work on the Property.

- (g) Grantee will perform all work in such a manner so as to not unduly disrupt the operation of the McDonald's restaurant on Grantor's Property. Grantee will not unreasonably block the access drives serving Grantor's Property at any time, unless otherwise agreed with Grantor in advance. To the extent any access drives serving the property are affected by construction, Grantee agrees to leave a portion of the access drive open at all times during construction or perform all work when Grantor's restaurant is closed. There shall be no intentional disruption in utility service to Grantor's Property unless otherwise agreed with Grantor in advance.
- (h) Grantee will not park on or store any construction vehicles, equipment or materials on Grantor's other property outside of the Property.
- (i) If any damage occurs to Grantor's property or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work in the easement area, Grantor promptly will notify Grantee in writing of the damage. Unless otherwise agreed by the parties, Grantee will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Grantor's notice.

It is understood and agreed that any and all equipment and Facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2018.

GRANTOR:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2018, by _____, in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with The Walton Cotton Revocable Trust, Startex Equipment, Ltd., and Stacy Oliver for the purchase of a 0.086-acre tract of land and a 0.430-acre tract of land necessary for the RM 620 Right-of-Way Project (Parcels 25 and 25R).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$2,243,242.00

Indexes: RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5433

The original appraised value for the 0.086 acre ROW parcel acquisition and remainder damages was \$1.563M. TxDOT approved an administrative settlement of \$1,770,096, which was recommended by the City evaluation team. This amount is 90% reimbursable to the City. The Transportation Director recommends also purchasing the remainder 0.430 acre parcel for \$473,146, which is based on the same per SF land unit value that was approved as part of the administrative settlement. All of the existing improvements are being acquired or damaged as part of the ROW parcel acquisition cost. The amount to purchase the remainder is not reimbursable by TxDOT.

Cost: \$2,243,242.00

Source of Funds: *RR Transportation and Economic Development Corporation*

RESOLUTION NO. R-2018-5433

WHEREAS, the City of Round Rock (“City”) desires to purchase right of way necessary for the RM 620 Right of Way Project, and said tracts (“Property”) are described as follows: All of that certain 0.086-acre tract of land (Parcel 25) and all of that certain 0.430-acre tract of land (Parcel 25R), and

WHEREAS, The Walton Cotton Revocable Trust, Startex Equipment, Ltd., and Stacy Oliver, the owners of the Property, have agreed to sell said Property to the City, 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 Real Estate Contract with The Walton Cotton Revocable Trust, Startex Equipment, Ltd., and Stacy Oliver, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE WALTON COTTON REVOCABLE TRUST, dated January 21, 2011, STARTEX EQUIPMENT, LTD., and STACY OLIVER, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.086 acre (3,730 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25**); and

All of that certain 0.430 acre (18,714 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 25R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The total Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damages to the remaining property of Seller as a result of this transaction, shall be the sum of ONE MILLION SEVEN HUNDRED SEVENTY THOUSAND AND NINTEY-SIX and 00/100 Dollars (\$1,770,096.00).

The total purchase price as set out in 2.01 above shall be allocated among the Seller parties as follows at Closing:

- a. Startex Equipment Ltd. and Stacy Oliver: \$955,852 (54% of total)
- b. The Walton Cotton Revocable Trust: \$814,244 (46% of total)

2.02. The total Purchase Price for the portion of the Property described in Exhibit “B” shall be the sum of FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-SIX and 00/100 Dollars (\$473,146.00).

The total purchase price as set out in 2.02 above shall be allocated among the Seller parties as follows at Closing:

- a. Startex Equipment Ltd. and Stacy Oliver: \$255,499 (54% of total)
- b. The Walton Cotton Revocable Trust: \$217,647 (46% of total)

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III PURCHASER’S OBLIGATIONS

Conditions to Purchaser’s Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller Startex and Seller Oliver hereby represent and warrant to Purchaser as follows, which representations and warranties shall be deemed made by Seller Startex and Seller Oliver to Purchaser also as of the Closing Date, to the best of Seller Startex and Seller Oliver's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

Seller Cotton cannot warrant the above as Sellers Startex and Oliver have been in possession of the property pursuant to a lease agreement. As such, all parties agree no reliance has been had upon any representations or warranties by Seller Cotton and Sellers Startex and Oliver are solely responsible for the above representations and warranties and indemnify and hold Seller Cotton harmless from any claims, causes of action or other liability related thereto.

4.02. The Property described in Exhibit "A" herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 20th, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, including specifically a full and complete release of any existing leases and/or subleases affecting the Property, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(3) Startex Equipment, Ltd. and Stacy Oliver shall deliver an executed TxDOT Site Cleanup and Indemnity Agreement in the form as shown on Exhibit "E" attached hereto. Walton Cotton Trust shall have no liability or obligations with respect to the TxDOT Site Cleanup and Indemnity Agreement, the underground storage tanks located on the property, any environmental cleanup required now or at any time in the future. Startex Equipment, Ltd. And Stacy Oliver shall bear sole responsibility, liability and obligation with respect to any environmental liability, cleanup or other site cleanup required by City, TxDOT, or any other governmental entity or regulation and Startex and Oliver shall indemnify and hold harmless Walton Cotton Trust for any such cleanup, remediation, claims, causes, fines or other liability related thereto.

(4) Upon request by Purchaser, deliver an executed bill of sale for transfer of the Underground Storage Tanks located upon the Property.

(5) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment

as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

The Walton Cotton Revocable Trust, dated January 21, 2011

By:_____

Address:_____

Name:_____

Its:_____

Date:_____

SELLER:

STARTEX EQUIPMENT, LTD.

By: _____
its _____

Address: _____

By: _____

Name: _____

Its: _____

Date: _____

Stacy Oliver

Date: _____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 25

DESCRIPTION OF A 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 0.525 ACRE TRACT OF LAND CONVEYED TO THE WALTON COTTON REVOCABLE TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011005529 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½" iron rod set stamped "Inland 4933", 281.71 feet left of proposed Ranch to Market (R.M.) 620 baseline station 504+30.56, in the easterly boundary line of Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas and conveyed to Sovereign Hospitality Group of Round Rock, Inc by instrument recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being an angle point in the westerly right-of-way (ROW) line of the south bound frontage road of I.H. 35, being the northwesterly corner of said 0.525 acre tract;

THENCE, with the common boundary line of said Lot 1 and said 0.525 acre tract, S 11°09'53" W for a distance of 217.58 feet to a ½" iron rod with TxDOT aluminum cap set, 67.68 feet left of proposed R.M. 620 baseline station 504+69.69, in the curving proposed northerly ROW line of R.M. 620, (ROW width varies), for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said easterly boundary line of Lot 1, through the interior of said 0.525 acre tract, with said proposed northerly ROW line, the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of **05°17'55"**, a radius of **483.00** feet, an arc length of **44.67** feet, and a chord which bears **S 56°04'54" E** for a distance of **44.65** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+13.86, for a point of curvature to the left;
- 2) Along said curve to the left, having a delta angle of **01°41'15"**, a radius of **2,152.00** feet, an arc length of **63.38** feet, and a chord which bears **S 69°52'21" E** for a distance of **63.38** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+78.95, being the westerly ROW line of said IH 35, same being the easterly boundary line of said 0.525 acre tract, for the most northeasterly corner of the herein described parcel, and from which a 60D nail found, being an angle point in said existing westerly IH 35 ROW line, same being the most northeasterly corner of said 0.525 acre tract bears N 00°16'00" E at a distance of 253.80 feet;

- 3) **THENCE**, departing said proposed northerly ROW line, with the common boundary line of said IH 35 ROW and 0.525 acre tract, **S 00°16'00" W** for a distance of **31.88** feet to a calculated point being the intersecting point of the existing curving northerly ROW line of R.M. 620, (80' ROW width) and said I.H. 35 ROW, same being the most southeasterly corner of said 0.525 acre tract, for the most southeasterly corner of the herein described parcel, and from which a TxDOT Type II monument found bears **S 00°16'00" W** at a distance of 4.08 feet;

THENCE, departing said IH 35 ROW line, with said existing northerly ROW line, same being the southerly boundary line of said 0.525 acre tract, the following two (2) courses:

- 4) Along a curve to the right, having a delta angle of **03°10'00"**, a radius of **1,869.86** feet, an arc length of **103.34** feet, and a chord which bears **N 72°08'09" W** for a distance of **103.33** feet to a calculated point of tangency;
- 5) **N 70°32'24" W** for a distance of **7.26** feet to a calculated point, being the most southeasterly corner of said Lot 1, same being the most southwesterly corner of said 0.525 acre tract, for the most southwesterly corner of the herein described parcel;
- 6) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said, Lot 1, and said 0.525 acre tract, **N 11°09'53" E** at a distance of 0.45 feet pass a ½" iron rod found and continuing for a total distance of **45.35** feet to the **POINT OF BEGINNING**, containing 0.086 acres (3,730 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 'Access Denied Line' from the remainder property abutting R.M. 620, extending from a point at the beginning of call 1 to the end of call 2.

This property description is accompanied by a separate parcel plat.

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

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Tverdale

10 MAR 2014

Date _____

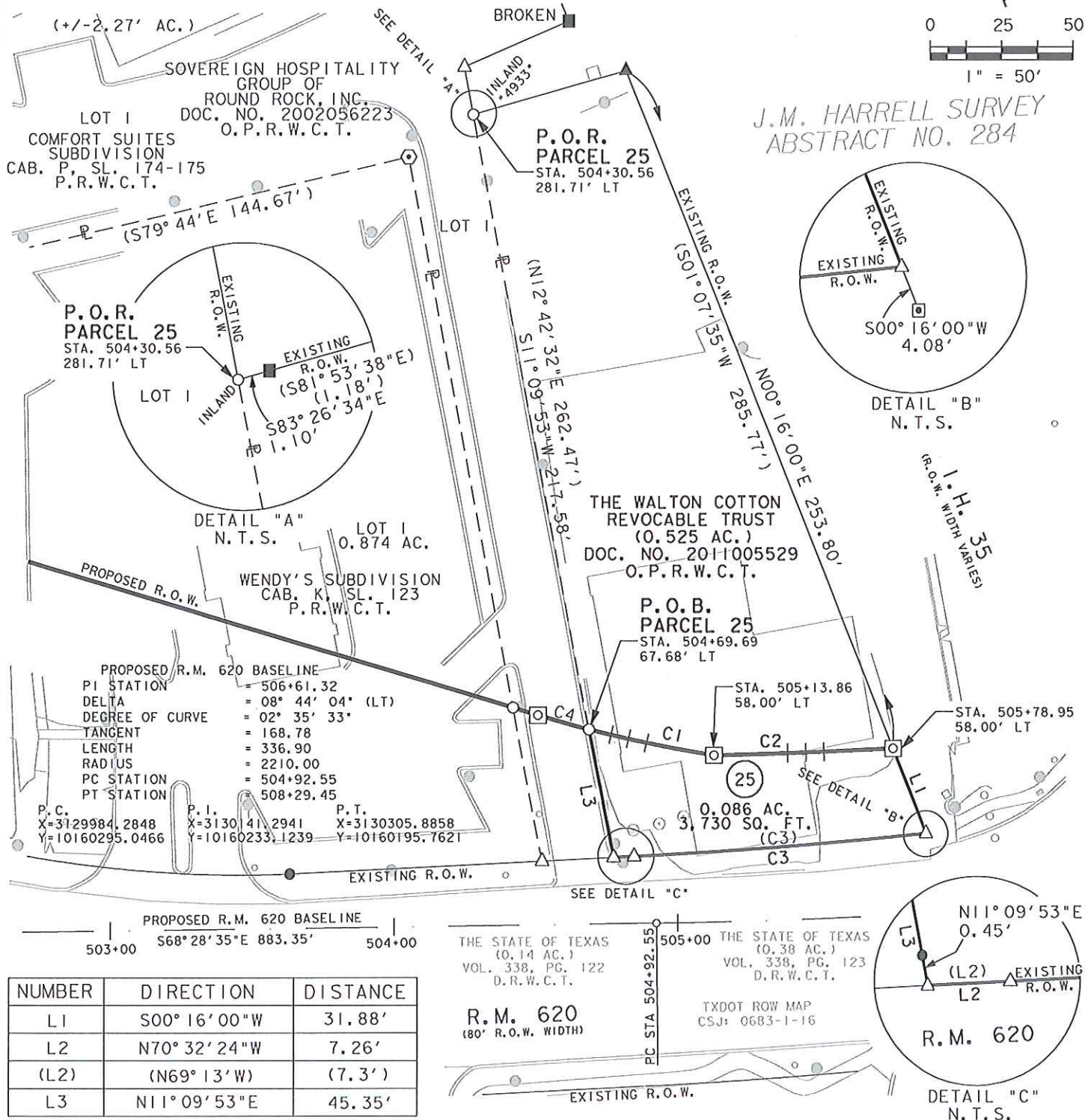
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 01/27/17
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 17' 55"	483.00'	44.67'	44.65'	S56° 04' 54"E
C2	01° 41' 15"	2152.00'	63.38'	63.38'	S69° 52' 21"E
C3	03° 10' 00"	1869.86'	103.34'	103.33'	N72° 08' 09"W
(C3)	(03° 16')	(1869.9')		(106.68')	(N70° 49' 30"W)
C4	02° 13' 41"	483.00'	18.78'	18.78'	N52° 19' 05"W



NUMBER	DIRECTION	DISTANCE
L1	S00° 16' 00"W	31.88'
L2	N70° 32' 24"W	7.26'
(L2)	(N69° 13' W)	(7.3')
L3	N11° 09' 53"E	45.35'

THE STATE OF TEXAS
(0.14 AC.)
VOL. 338, PG. 122
D.R.W.C.T.

R.M. 620
(80' R.O.W. WIDTH)

THE STATE OF TEXAS
(0.38 AC.)
VOL. 338, PG. 123
D.R.W.C.T.

TXDOT ROW MAP
CSJ: 0683-1-16

PARCEL PLAT SHOWING PROPERTY OF
**THE WALTON COTTON
REVOCABLE TRUST**

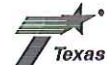
INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

SCALE
1" = 50'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON



Texas Department of Transportation

PARCEL 25

PLAT TO ACCOMPANY PARCEL DESCRIPTION

ReIssued: 01/27/17
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	—/—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	ACCESS DENIED LINE
⊕	COTTON GIN SPINDLE FOUND	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS
℄	CENTER LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1035, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 31, 2014.

10. NOTHING TO ADDRESS IN SCHEDULE B.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale

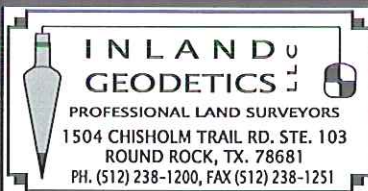
10 MAR
2014



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.086	3,730
CALC/DEED AREA	0.525	22,869
REMAINDER AREA	0.439	19,139



PARCEL PLAT SHOWING PROPERTY OF
**THE WALTON COTTON
REVOCABLE TRUST**



Texas Department of Transportation

PARCEL 25

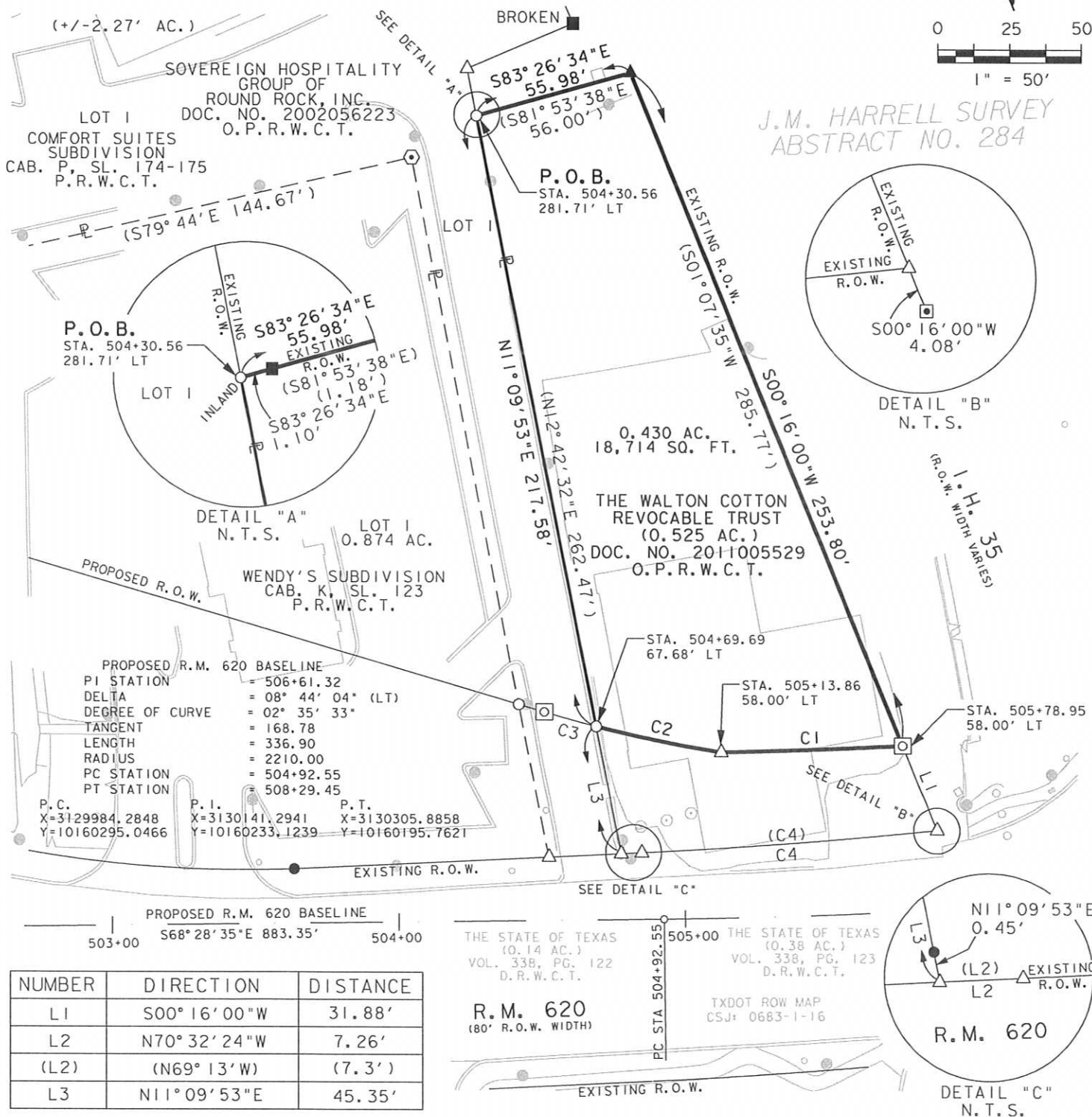
SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PROPERTY DESCRIPTION FOR WALTON COTTON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/04/17
PAGE 2 OF 3

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 41' 15"	2152.00'	63.38'	63.38'	N69° 52' 21" W
C2	05° 17' 55"	483.00'	44.67'	44.65'	N56° 04' 54" W
C3	02° 13' 41"	483.00'	18.78'	18.78'	N52° 19' 05" W



INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
THE WALTON COTTON
REVOCABLE TRUST

0.430 AC.
18,714 SQ. FT.

SCALE	PROJECT	COUNTY
1" = 50'	RM 620	WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/04/17
PAGE 3 OF 3

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
□	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊕	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
×	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

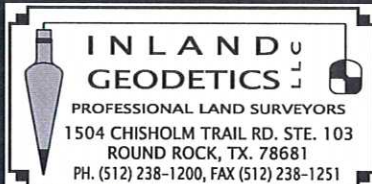
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1035, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 31, 2014.

10. NOTHING TO ADDRESS IN SCHEDULE B.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT
THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A
SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND
SUPERVISION.

M. Stephen Truesdale 10 MAY 2017
DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF
**THE WALTON COTTON
REVOCABLE TRUST**

SCALE
1" = 50'

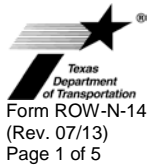
PROJECT
RM 620

COUNTY
WILLIAMSON

0.430 AC.
18,714 SQ. FT.

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



DEED RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 25

Grantor(s), whether one or more: THE WALTON COTTON REVOCABLE TRUST, DATED JANUARY 21, 2011, STARTEX FIRST EQUIPMENT, LTD., and STACY OLIVER

Grantor's Mailing Address (including county):

COTTON
1208 Pecan Drive
Marble Falls, Texas 78654
Burnet County

STARTEX
919 Congress Avenue, Suite 200
Austin, Texas 78701
Travis County

OLIVER
919 Congress Avenue, Suite 200
Austin, Texas 78701
Travis County

Grantee: THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761

Consideration:

The sum of One Million Seven Hundred Seventy Thousand and Ninety-Six and no/100 Dollars (\$1,770,096.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**"), and any improvements thereon.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

And for the same consideration described above, and upon the same conditions, Grantor does hereby bargain, sell and convey unto the State of Texas that portion of the following improvements located on the remaining property out of which the above described premises were originally a portion, to wit: Masonry Building, Metal Canopy, MPD Fuel Dispensers, Underground Storage Tanks. Grantee shall further be allowed to enter the remaining property of Grantor solely for the purpose of demolishing and removing the improvements described herein which are bisected by this acquisition.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be

determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warranty and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

THE WALTON COTTON REVOCABLE TRUST,
DATED JANUARY 21, 2011

By: _____

Printed Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

STARTEX FIRST EQUIPMENT, LTD.

By: _____

Printed Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Stacy Oliver

=====

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 2018 by Stacy Oliver, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

RM620—Parcel 25R

DEED

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That THE WALTON COTTON REVOCABLE TRUST, DATED JANUARY 21, 2011, STARTEX FIRST EQUIPMENT, LTD., and STACY OLIVER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon (the "Property"), being more particularly described as follows:

All of that certain 0.429 acre (19,139 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.429 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: None.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR:

By: _____
Walton Cotton, Trustee

[illegible]

Notary Public, State of Texas

GRANTOR:

Startex First Equipment, Ltd.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2018 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Stacy Oliver

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2018 by Stacy Oliver, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



EXHIBIT "E"

INDEMNITY AGREEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THIS AGREEMENT, hereinafter referred to as "**Agreement**", by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter referred to as "**State**", and **Startex First Equipment, Ltd. and Stacy Oliver** hereinafter referred to as "**Company**", acting by and through its undersigned duly authorized officer for the purpose herein provided, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **Company** is the owner of that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and those certain underground petroleum storage tanks, hereinafter referred to as "**Property**"; and

WHEREAS, the **State** desires to acquire fee simple title and/or certain interests in all or a portion of the **Property** as authorized by the Texas Transportation Commission; and

WHEREAS, the **State**, by its authorized contractor and/or subcontractor, will effectuate certain activities in, over, upon and across all or a portion of the **Property** associated with the construction and maintenance of a highway facility and improvements, including removal of petroleum storage tanks ("PST") on the Property, hereinafter referred to as "**Work**"; and

WHEREAS, the **State** and **Company** desire to set forth their respective rights, responsibilities and obligations regarding any and all cleanup, removal, disposal, abatement and/or remediation, hereinafter referred to as "**Cleanup**", of any and all contamination hereinafter defined, together with any and all costs and fees associated therewith, of the **Property**;

NOW, THEREFORE, for and in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, stipulations, covenants and restrictions hereinafter set forth, the **State** and the **Company** agree as follows, to-wit:

ARTICLE I

The **Company**, as a condition for the payment of the consideration of the **Property**, **SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE STATE, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR**

RELATED TO ANY CORRECTIVE OR REMEDIAL ACTION REQUIRED BY ANY FEDERAL, STATE OR LOCAL AGENCY FOR CLEANUP, REMOVAL, DISPOSAL, AND ABATING OF ANY AND ALL SOIL CONTAMINATION, GROUNDWATER CONTAMINATION OR ANY OTHER CONTAMINATION OF THE PROPERTY CAUSED BY OR DUE TO THE PRESENCE OF ANY HAZARDOUS, NON-HAZARDOUS, TOXIC, NON-TOXIC OR HARMFUL WASTE, SUBSTANCE, CONSTITUENT, OR ANY DERIVATIVE THEREOF, INCLUDING BUT NOT LIMITED TO PETROLEUM HYDROCARBONS OR THEIR DERIVATIVES, (HEREINAFTER REFERRED TO AS "CONTAMINATION") AND/OR THE RELEASE OR DISCHARGE OF ANY SUCH "CONTAMINATION" IN, UPON, OVER OR UNDER THE PROPERTY. Upon being notified by the **State** of the presence of contamination upon the above described property and/or adjacent properties (including any larger parcel of land owned by the **Company** from which the said Exhibit "A" property was once a portion) it shall be the responsibility of the **Company** to take any and all corrective action as required by any Federal, State, or local agency laws, rules and regulations to clean up, remove, dispose of and abate all such contamination.

ARTICLE II

Any earth or other materials removed from the **Property**, during either the **Work** or **Cleanup**, for the purpose of compliance with any and laws, rules and regulations of any Federal, State or local agency, are deemed to be personal property, with the title and responsibility to all of the above to be vested in the **Company**, disposal facility or contractor which accepts such earth or other material, and shall never pass to or vest in the **State**.

ARTICLE III

Once the **Contamination** has been removed and disposed of and upon completion of all required corrective action (**Cleanup**), the **Company** shall notify the **State**, in writing, that such actions have been accomplished. The **State**, or its authorized representative, after receipt of said notice, shall have the right to inspect the **Property** to ascertain that the removal and disposal of any **Contamination** has been done in compliance with any and all Federal, State and local laws, rules, requirements and regulations. If, in the opinion of the **State**, or its authorized representative, additional work is required to effectuate the removal and disposal of the **Contamination**, the **Company** shall perform such additional work to the satisfaction of any and all applicable laws, rules, requirements and regulations.

ARTICLE IV

On the effective date of this **Agreement**, the **Company** shall, at its sole cost and expense, be responsible to take any and all corrective action as required by any and all applicable laws, rules, requirements and regulations for **Cleanup** of all **Contamination** found in the soil or the groundwater of the **Property**, including any and all unknown pre-existing **Contamination** that may be disclosed or discovered due to soil excavation related to the **Work** being conducted upon the property, provided, however, that the obligations of the **Company** under this agreement shall not apply to new contamination caused by or due to any new release or discharge of **Contamination** upon the **Property** solely by the **State** or the **State's** authorized contractor or subcontractor while performing **Work** upon the **Property**.

ARTICLE V

During the implementation of any required corrective action by the **Company**, the **State** will allow the **Company**, or its agents, to enter upon the said **Property** to perform such corrective action so long as the **State** determines that the said action does not unreasonably interfere with the design, construction, maintenance and/or safety of any highway or other facility of the **State** that has been or will be constructed on the **Property**.

ARTICLE VI

In the event the **Company** fails to fulfill any of its responsibilities and obligations under this **Agreement**, the **State** may enforce specific performance of this **Agreement** and may undertake to perform any or all responsibilities and obligations set forth in this **Agreement** or pursue any and all other remedies, at law or in equity, to which it may be entitled. If the **State** elects to perform any or all responsibilities and obligations of the **Company** under this **Agreement**, the **Company** shall be liable to the **State** for any expenditures or costs necessitated by the performance by the **State**.

ARTICLE VII

No waiver by the **State** of any default or breach of any term, condition or covenant of this **Agreement** shall be deemed to be a waiver of any subsequent default or breach of the same or other term, condition or covenant contained herein.

ARTICLE VIII

This **Agreement** and all terms, provisions and obligations hereof shall be covenants running with the **Property** affected thereby and shall inure to the benefit of and be binding upon the **Company** and the **State** and their respective successors and assigns.

ARTICLE IX

Any notice provided for or permitted to be given hereunder must be given at the addresses designated below by (1) depositing same in the United States Mail, postage prepaid, registered or certified, return receipt requested; (2) delivering the same to the party to be notified; or (3) sending a prepaid telex or telegram. Such notice shall be effective upon receipt, as evidenced by the executed postal receipt or other receipt for delivery;

If to the Company:

Startex
919 Congress Avenue, Suite 200
Austin, Texas 78701

Stacy Oliver
919 Congress Avenue, Suite 200
Austin, Texas 78701

If to the State:

Jason Hudson
Construction Manager—Georgetown Area Office
2727 S. Austin Ave.
Georgetown, Texas 78626

The parties may change their respective notice addresses to any other location within the United States by giving notice of the change in accordance with this section.

ARTICLE X

This **Agreement** contains a complete expression of the **Agreement** between the parties, and there are no promises, representations or inducements except such as herein provided, and the terms of this **Agreement** cannot be varied or terminated except by the written **Agreement** of the parties hereto.

ARTICLE XI

This **Agreement** shall be construed under and in accordance with the laws of the State of Texas. In case any one or more of the provisions contained in this **Agreement** 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 thereof, and this **Agreement** shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

COMPANY:

STARTEX FIRST EQUIPMENT, LTD.

By:_____

Printed Name:_____

Its:_____

Date:_____

Stacy Oliver

Date:_____

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

EXECUTION RECOMMENDED

District Engineer

Date: _____

Approved: _____
Right of Way Division Director

Date: _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute a Contract with Chasco Constructors for the Dry Branch Tributaries Channel Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,328,052.00

Indexes: 2014 Drainage Revenue Bonds

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

Department: Utilities and Environmental Services

Text of Legislative File 2018-5424

The Dry Branch Tributaries Channel Improvements project will provide improvements for a portion of Dry Branch and an unnamed tributary to Dry Branch. These tributaries are just north of Gattis School Road near the Joyce Lane and Ray Berglund Boulevard residential neighborhoods; generally speaking just east of the South Creek Residential neighborhood and just west of Double Creek Drive. The project will provide conveyance improvements for flood control and will correct erosion and protect City wastewater infrastructure. The Dry Branch improvements specifically will in effect relocate a portion of Dry Branch that would have more or less bisected a residential property on Joyce Lane if it were to be improved in its current location.

Bidders were notified that the project was being bid under Texas Government Code Chapter 2269 which allows the City to consider criteria other than just bid price.

Six bids were received for the project. Upon review of the bids and supporting information provided by the bidders, and discussions with the City's engineer, City staff believes that the City should select the Base Bid including the substitutions under Add Alternates 1 and 2; and that Chasco Constructors has submitted the lowest responsible bid to the City, considering the criteria of Texas Government Code Chapter 2269, for a total estimated contract of \$1,328,052; see the attached letter of recommendation. The cost estimate for the Base Bid prior to receipt of bids was approximately \$1,500,000.

Cost: \$1,328,052.00

Source of Funds: 2014 Drainage Revenue Bonds

RESOLUTION NO. R-2018-5424

WHEREAS, the City of Round Rock has duly advertised for bids for the Dry Branch Tributaries Channel Improvements Project pursuant to Chapter 2269 of the Government Code; and

WHEREAS, the chosen procurement method for the Dry Branch Tributaries Channel Improvements Project was the Competitive Bidding Method described in Section 2269.101 of the Government Code; and

WHEREAS, Section 2269.055 of the Government Code sets forth criteria to consider in awarding a contract under Chapter 2269; and

WHEREAS, after receiving and evaluating bids pursuant to the criteria set forth in Section 2269.055, the City of Round Rock determines that Chasco Constructors, Ltd., LPP is the lowest responsible bidder; and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Chasco Constructors, Ltd., LLP, 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 “Standard Form of Agreement between Owner and Contractor” with Chasco Constructors, Ltd., LLP for the Dry Branch Tributaries Channel Improvements 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 10th day of May, 2018.

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

BID EXTENDED AND CHECKED

BY : **Jorae R & DLH**
 DATE : **4/10/2018**

BID TABULATION

SHEET: 1 of 4

CONTRACT : Dry Branch Tributaries Channel Improvements		Smith Contracting	Chasco Constructors	Austin Filter Systems	ERS of MS
LOCATION : 2008 Enterprise Drive		Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes
DATE: 4/10/2018		Addenda? Yes	Addenda? Yes	Addenda? Yes	Addenda? Yes
TIME: 2:00pm		Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes

BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Preparing Right of Way	7	AC	\$15,000.00	\$105,000.00	\$25,000.00	\$175,000.00	\$17,000.00	\$119,000.00	\$10,000.00	\$70,000.00
2	Channel Excavation	15300	CY	\$20.00	\$306,000.00	\$20.00	\$306,000.00	\$13.00	\$198,900.00	\$12.00	\$183,600.00
3	Embankment	5490	CY	\$8.00	\$43,920.00	\$10.00	\$54,900.00	\$6.45	\$35,410.50	\$15.00	\$82,350.00
4	Conc. Structures (24" RCP Headwall)	3	CY	\$550.00	\$1,650.00	\$1,000.00	\$3,000.00	\$2,300.00	\$6,900.00	\$700.00	\$2,100.00
5	Conc. Structures (42" RCP Headwall)	3	CY	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$700.00	\$2,100.00
6	Conc. Structures (12" PVC Headwall)	0.5	CY	\$1,800.00	\$900.00	\$1,000.00	\$500.00	\$3,800.00	\$1,900.00	\$800.00	\$400.00
7	Concrete For Structures (Apron Slabs)	250	SY	\$79.00	\$19,750.00	\$105.00	\$26,250.00	\$124.00	\$31,000.00	\$150.00	\$37,500.00
8	Conc. Structures (Drop Structure)	1	CY	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,600.00	\$3,600.00	\$1,500.00	\$1,500.00
9	Conc. Structures (Trench Drain)	1	EA	\$13,000.00	\$13,000.00	\$16,750.00	\$16,750.00	\$8,600.00	\$8,600.00	\$6,000.00	\$6,000.00
10	Manhole Adjustments	4	EA	\$1,300.00	\$5,200.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
11	New Manhole Construction, 60" DIA	1	EA	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
12	New Manhole Construction, 48" DIA	1	EA	\$5,000.00	\$5,000.00	\$6,570.00	\$6,570.00	\$6,200.00	\$6,200.00	\$6,000.00	\$6,000.00
13	Pipe, 24" RCP	75	LF	\$77.00	\$5,775.00	\$100.00	\$7,500.00	\$157.00	\$11,775.00	\$225.00	\$16,875.00
14	Pipe, 42" RCP (Reuse Existing Pipe)	150	LF	\$140.00	\$21,000.00	\$175.00	\$26,250.00	\$228.00	\$34,200.00	\$375.00	\$56,250.00
15	Pipe, 12" DIA Steel Casing	60	LF	\$75.00	\$4,500.00	\$90.00	\$5,400.00	\$148.00	\$8,880.00	\$200.00	\$12,000.00
16	Pipe, 6" DIA SDR-26 PVC	220	LF	\$42.00	\$9,240.00	\$55.00	\$12,100.00	\$55.00	\$12,100.00	\$120.00	\$26,400.00
17	Pipe, 12" DIA SDR-26 PVC	442	LF	\$65.00	\$28,730.00	\$55.00	\$24,310.00	\$58.00	\$25,636.00	\$100.00	\$44,200.00
18	Pipe, 18" DIA Steel Casing	125	LF	\$80.00	\$10,000.00	\$115.00	\$14,375.00	\$141.00	\$17,625.00	\$200.00	\$25,000.00
19	Dry Rock Riprap	240	SY	\$63.00	\$15,120.00	\$130.00	\$31,200.00	\$47.00	\$11,280.00	\$50.00	\$12,000.00
20	Dry Rock Riprap (New Trickle Channel)	729	SY	\$35.00	\$25,515.00	\$45.00	\$32,805.00	\$42.00	\$30,618.00	\$40.00	\$29,160.00
21	Gabion Baskets	359	CY	\$260.00	\$93,340.00	\$230.00	\$82,570.00	\$253.00	\$90,827.00	\$500.00	\$179,500.00
22	Soil Retention Blanket	17260	SY	\$1.50	\$25,890.00	\$1.50	\$25,890.00	\$2.43	\$41,941.80	\$2.50	\$43,150.00
23	Topsoil & Seedbed Prep. (Reuse Onsite)	30500	SY	\$1.25	\$38,125.00	\$1.00	\$30,500.00	\$1.40	\$42,700.00	\$1.00	\$30,500.00
24	Native Seeding	30500	SY	\$2.10	\$64,050.00	\$0.90	\$27,450.00	\$7.50	\$228,750.00	\$0.50	\$15,250.00
25	Rock Berm	245	LF	\$23.00	\$5,635.00	\$25.00	\$6,125.00	\$42.00	\$10,290.00	\$25.00	\$6,125.00
26	Stabilized Construction Entrance	3	EA	\$1,200.00	\$3,600.00	\$3,000.00	\$9,000.00	\$1,400.00	\$4,200.00	\$2,000.00	\$6,000.00
27	Erosion Control Log	1800	LF	\$8.50	\$15,300.00	\$9.00	\$16,200.00	\$13.00	\$23,400.00	\$9.00	\$16,200.00

Contract: Dry Branch Tributaries Channel Improvements (Continued)

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	Smith Contracting		Chasco Constructors		Austin Filter Systems		ERS of MS	
28	Temporary Fencing	1500	LF	\$4.00	\$6,000.00	\$4.00	\$6,000.00	\$5.43	\$8,145.00	\$7.00	\$10,500.00
29	New Fencing	2835	LF	\$17.00	\$48,195.00	\$17.00	\$48,195.00	\$23.00	\$65,205.00	\$24.00	\$68,040.00
30	Double Gate	3	EA	\$1,700.00	\$5,100.00	\$1,500.00	\$4,500.00	\$2,200.00	\$6,600.00	\$1,300.00	\$3,900.00
31	Permanent Turf Reinforcement Matting	4070	SY	\$8.25	\$33,577.50	\$8.00	\$32,560.00	\$9.00	\$36,630.00	\$13.00	\$52,910.00
32	Articulated Concrete Block	1900	SY	\$110.00	\$209,000.00	\$85.00	\$161,500.00	<u>\$96.00</u>	\$182,400.00	\$120.00	\$228,000.00
33	Barricades, Signs & Traffic Handling	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$12,300.00	\$12,300.00	\$8,500.00	\$8,500.00
34	Trench Safety	600	LF	\$1.00	\$600.00	\$3.00	\$1,800.00	\$1.25	\$750.00	\$24.00	\$14,400.00
35	Tree Protection	650	LF	\$3.00	\$1,950.00	\$3.50	\$2,275.00	\$4.00	\$2,600.00	\$6.00	\$3,900.00
36	Total Mobilization (Not To Exceed 5%)	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$69,000.00	\$69,000.00
TOTAL BASE BID:				\$1,253,162.50		\$1,279,975.00		\$1,387,863.30		\$1,383,310.00	
ADD ALTERNATE 1											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A1	Gravity Block Wall	320	LF	\$500.00	\$160,000.00	\$384.00	\$122,880.00	\$438.00	\$140,160.00	\$1,500.00	\$480,000.00
TOTAL ADD ALTERNATE NO.1:				\$160,000.00		\$122,880.00		\$140,160.00		\$480,000.00	
ADD ALTERNATE 2											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A2	Flexible Erosion Control Blanket	17260	SY	\$3.50	\$60,410.00	\$1.95	\$33,657.00	\$2.00	\$34,520.00	\$4.00	\$69,040.00
TOTAL ADD ALTERNATE NO.2:				\$60,410.00		\$33,657.00		\$34,520.00		\$69,040.00	
ADD ALTERNATE 3											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A3	Concrete Block Erosion Control Mat	1900	SY	\$80.00	\$152,000.00	\$70.00	\$133,000.00	\$64.00	\$121,600.00	No Bid	No Bid
TOTAL ADD ALTERNATE NO.3:				\$152,000.00		\$133,000.00		\$121,600.00		No Bid	
OTHER TOTALS											
BASE BID + ADD ALTERNATE 1:				\$1,319,822.50		\$1,320,285.00		\$1,437,196.30		\$1,683,810.00	
BASE BID + ADD ALTERNATES 1 & 2:				\$1,354,342.50		\$1,328,052.00		\$1,429,774.50		\$1,709,700.00	
<p>Bold and Under line indicates slight misspelling in written unit price; but unit price did not appear in doubt.</p> <p>Italics and under line (\$XXXX.XX) indicate written unit price differed from unit price figures on Bid Form.</p> <p>Fill indicates adjustment due to correction(s).</p>											

THE CITY OF ROUND ROCK
Utilities & Environmental Services
 2008 Enterprise Drive
 Round Rock, Texas 78664

BIDSEXTENDED AND CHECKED

BY : Jorae R. & DLH
 DATE : 4/10/2018

BID TABULATION (CONTINUED)

SHEET: 3 of 4

CONTRACT : Dry Branch Tributaries Channel Improvements		Thyssen - Laughlin	D&S Concrete Contractors		
LOCATION : 2008 Enterprise Drive		Statement of Safety? Yes Addenda? Yes Bid Bond? Yes	Statement of Safety? Yes Addenda? Yes Bid Bond? Yes	Statement of Safety? Addenda? Bid Bond?	Statement of Safety? Addenda? Bid Bond?
DATE: 4/10/2018					
TIME: 2:00pm					

BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Preparing Right of Way	7	AC	\$8,950.00	\$62,650.00	\$10,700.00	\$74,900.00		\$0.00		\$0.00
2	Channel Excavation	15300	CY	\$20.75	\$317,475.00	\$25.00	\$382,500.00		\$0.00		\$0.00
3	Embankment	5490	CY	\$9.75	\$53,527.50	\$18.00	\$98,820.00		\$0.00		\$0.00
4	Conc. Structures (24" RCP Headwall)	3	CY	\$2,720.00	\$8,160.00	\$1,000.00	\$3,000.00		\$0.00		\$0.00
5	Conc. Structures (42" RCP Headwall)	3	CY	\$2,720.00	\$8,160.00	\$1,000.00	\$3,000.00		\$0.00		\$0.00
6	Conc. Structures (12" PVC Headwall)	0.5	CY	\$2,400.00	\$1,200.00	\$1,000.00	\$500.00		\$0.00		\$0.00
7	Concrete For Structures (Apron Slabs)	250	SY	\$267.00	\$66,750.00	\$120.00	\$30,000.00		\$0.00		\$0.00
8	Conc. Structures (Drop Structure)	1	CY	\$2,600.00	\$2,600.00	\$1,000.00	\$1,000.00		\$0.00		\$0.00
9	Conc. Structures (Trench Drain)	1	EA	\$13,440.00	\$13,440.00	\$3,000.00	\$3,000.00		\$0.00		\$0.00
10	Manhole Adjustments	4	EA	\$1,200.00	\$4,800.00	\$4,000.00	\$16,000.00		\$0.00		\$0.00
11	New Manhole Construction, 60" DIA	1	EA	\$4,675.00	\$4,675.00	\$18,000.00	\$18,000.00		\$0.00		\$0.00
12	New Manhole Construction, 48" DIA	1	EA	\$6,350.00	\$6,350.00	\$15,000.00	\$15,000.00		\$0.00		\$0.00
13	Pipe, 24" RCP	75	LF	\$60.75	\$4,556.25	\$400.00	\$30,000.00		\$0.00		\$0.00
14	Pipe, 42" RCP (Reuse Existing Pipe)	150	LF	\$159.25	\$23,887.50	\$500.00	\$75,000.00		\$0.00		\$0.00
15	Pipe, 12" DIA Steel Casing	60	LF	\$114.00	\$6,840.00	\$250.00	\$15,000.00		\$0.00		\$0.00
16	Pipe, 6" DIA SDR-26 PVC	220	LF	\$27.50	\$6,050.00	\$60.00	\$13,200.00		\$0.00		\$0.00
17	Pipe, 12" DIA SDR-26 PVC	442	LF	\$37.25	\$16,464.50	\$100.00	\$44,200.00		\$0.00		\$0.00
18	Pipe, 18" DIA Steel Casing	125	LF	\$101.00	\$12,625.00	\$350.00	\$43,750.00		\$0.00		\$0.00
19	Dry Rock Riprap	240	SY	\$108.00	\$25,920.00	\$350.00	\$84,000.00		\$0.00		\$0.00
20	Dry Rock Riprap (New Trickle Channel)	729	SY	\$54.00	\$39,366.00	\$350.00	\$255,150.00		\$0.00		\$0.00
21	Gabion Baskets	359	CY	\$400.00	\$143,600.00	\$250.00	\$89,750.00		\$0.00		\$0.00
22	Soil Retention Blanket	17260	SY	\$1.50	\$25,890.00	\$2.00	\$34,520.00		\$0.00		\$0.00
23	Topsoil & Seedbed Prep. (Reuse Onsite)	30500	SY	\$1.25	\$38,125.00	\$1.00	\$30,500.00		\$0.00		\$0.00
24	Native Seeding	30500	SY	\$1.25	\$38,125.00	\$1.00	\$30,500.00		\$0.00		\$0.00
25	Rock Berm	245	LF	\$25.75	\$6,308.75	\$50.00	\$12,250.00		\$0.00		\$0.00
26	Stabilized Construction Entrance	3	EA	\$1,380.00	\$4,140.00	\$2,000.00	\$6,000.00		\$0.00		\$0.00
27	Erosion Control Log	1800	LF	\$3.00	\$5,400.00	\$7.00	\$12,600.00		\$0.00		\$0.00
28	Temporary Fencing	1500	LF	\$4.00	\$6,000.00	\$4.00	\$6,000.00		\$0.00		\$0.00

Contract: Dry Branch Tributaries Channel Improvements (Continued)

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	Thyssen - Laughlin		D & S Concrete Contractors					
29	New Fencing	2835	LF	\$14.00	\$39,690.00	\$10.00	\$28,350.00		\$0.00		\$0.00
30	Double Gate	3	EA	\$600.00	\$1,800.00	\$5,000.00	\$15,000.00		\$0.00		\$0.00
31	Permanent Turf Reinforcement Matting	4070	SY	\$5.40	\$21,978.00	\$5.00	\$20,350.00		\$0.00		\$0.00
32	Articulated Concrete Block	1900	SY	\$178.75	\$339,625.00	\$65.00	\$123,500.00		\$0.00		\$0.00
33	Barricades, Signs & Traffic Handling	1	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00
34	Trench Safety	600	LF	\$5.00	\$3,000.00	\$13.00	\$7,800.00		\$0.00		\$0.00
35	Tree Protection	650	LF	\$4.50	\$2,925.00	\$8.00	\$5,200.00		\$0.00		\$0.00
36	Total Mobilization (Not To Exceed 5%)	1	LS	\$71,000.00	\$71,000.00	<u>\$85,965.26</u>	\$85,965.26		\$0.00		\$0.00
TOTAL BASE BID:				\$1,435,103.50		\$1,719,305.26		\$0.00		\$0.00	
ADD ALTERNATE 1											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A1	Gravity Block Wall	320	LF	\$750.00	\$240,000.00	\$250.00	\$80,000.00		\$0.00		\$0.00
TOTAL ADD ALTERNATE NO.1:				\$240,000.00		\$80,000.00		\$0.00		\$0.00	
ADD ALTERNATE 2											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A2	Flexible Erosion Control Blanket	17260	SY	\$1.25	\$21,575.00	\$1.50	\$25,890.00		\$0.00		\$0.00
TOTAL ADD ALTERNATE NO.2:				\$21,575.00		\$25,890.00		\$0.00		\$0.00	
ADD ALTERNATE 3											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A3	Concrete Block Erosion Control Mat	1900	SY	\$73.00	\$138,700.00	\$40.00	\$76,000.00		\$0.00		\$0.00
TOTAL ADD ALTERNATE NO.3:				\$138,700.00		\$76,000.00		\$0.00		\$0.00	
OTHER TOTALS											
BASE BID + ADD ALTERNATE 1:				\$1,531,503.50		\$1,709,555.26		\$0.00		\$0.00	
BASE BID + ADD ALTERNATES 1 & 2:				\$1,527,188.50		\$1,700,925.26		\$0.00		\$0.00	
<p>Bold and Underline indicates slight misspelling in written unit price; but unit price did not appear in doubt.</p> <p>Bold and Italics indicate written unit price was entered but figures for unit price or for item total were not entered.</p> <p>Bold, Italics, and Underline indicates unit price entered exceeded the maximum stipulated.</p> <p>Fill indicates adjustment due to correction(s).</p>											



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

Mr. Michael Thane, P.E., Director
City of Round Rock Utilities and Environmental Services Department
2008 Enterprise Drive
Round Rock, Texas 78664

April 19, 2018

RE: Dry Branch Tributaries Channel Improvements

Michael,

Six (6) bids were received and opened on April 10, 2018 for the Dry Branch Tributaries Channel Improvements project. This project provides for the construction of channel improvements for a portion of Dry Branch that is between the South Creek residential subdivision and the Joyce Lane residential subdivision, just north of Gattis School Road and to the west of Joyce Lane; and for a portion of the unnamed east tributary to Dry Branch that traverses between the Ray Berglund residential subdivision and the Joyce Lane residential subdivision. A copy of the final tabulation of bids is attached.

As stipulated in the Bid Documents, this project was bid pursuant to Texas Government Code Chapter 2269 which allows the City to consider: 1) price; 2) the bidder's experience; 3) the quality of the bidder's goods or services; 4) the impact on the ability of the City to comply with rules relating to historically underutilized business; 5) the bidder's safety record; 6) the bidder's proposed personnel; 7) whether the bidder's financial capability is appropriate to the size and scope of the project; and 8) any other relevant factor specifically listed in the request for bids. The Instructions to Bidders in the Bid Documents included a "Bidder's Experience, Quality and Personnel Data" form that was required to be completed and submitted with each bidder's bid.

I recommend that the City award the **Base Bid including the substitutions under Add Alternates 1 and 2**. Add Alternate 1 provides for gravity block wall in lieu of gabion basket wall; some wall is required along the unnamed east tributary and the additional cost to install gravity block wall I believe is prudent because I believe the block wall will be more durable in the long run and will be more aesthetically pleasing for the residential properties that abut the tributary. Add Alternate 2 provides for hydraulically applied flexible erosion control blanket in lieu of soil retention blanket; the additional cost to install the flexible erosion control blanket I believe is prudent because I believe it will better facilitate the establishment of grass growth and will alleviate mowing headaches in the short term because blanket netting will not be present.

The two lowest bids for the project including the substitutions under Add Alternates 1 and 2 were submitted by Chasco Constructors and Smith Contracting Co., Inc. Both contractors have been retained by the City in the past and appear qualified to perform the work associated with the Dry Branch Tributaries Channel Improvements project. Chasco Constructors' submitted price for the work that I recommend the City award is approximately \$26,000 less than that submitted by Smith Contracting Co., Inc. I believe that Chasco Constructors has submitted the bid that represents the best value for the City when considering the criteria pursuant to Texas Government Code Chapter 2269; **I therefore recommend that the City award the Base Bid including the substitutions under Add Alternates 1 and 2 for the Dry Branch Tributaries Channel Improvements project to Chasco Constructors for a total estimated contract price of \$1,328,052.00.**

Danny Halden, P.E.
City Engineer

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.

Chasco Constructors
Round Rock, TX United States

Certificate Number:
2018-343847

Date Filed:
04/24/2018

Date Acknowledged:

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

City of Round Rock

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

Dry Branch Tributaries
Dry Branch Tributaries Channel Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Charles J Glace, JR. 2002 Trust	Round Rock, TX United States	X	
	Anthony J. Glace 2002 Trust	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

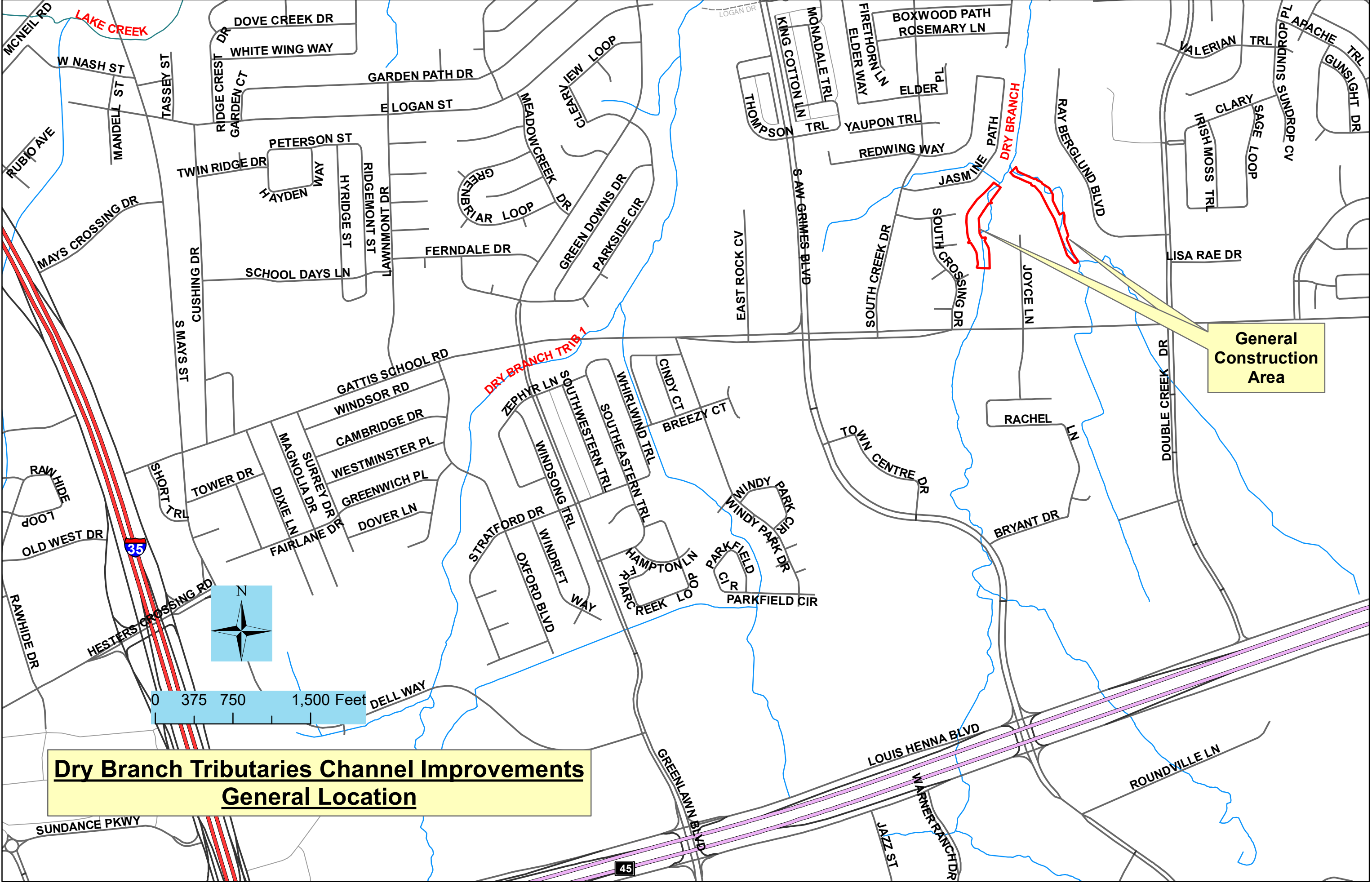
My name is CRAIG R HUNTER, and my date of birth is 07-07-1961.

My address is 40 N IH35 #61D3 (street), AUSTIN (city), TX (state), 78701 (zip code), TRAVIS (country)

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

Executed in WILLIAMSON County, State of TEXAS, on the 24 day of APRIL, 2018.
(month) (year)

Craig R Hunter
Signature of authorized agent of contracting business entity
(Declarant)



Dry Branch Tributaries Channel Improvements
General Location



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with DCS Engineering, LLC for the Gattis School Wastewater Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$95,074.10

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2018-5426

In January 2017, the City involuntarily annexed several properties along the south side Gattis School Road from future Kenney Fort Boulevard to Via Sonoma Trail. These properties are not presently served by City wastewater. Based on the annexation requirements, the City is required to provide utility service to these properties within two and half years of the involuntary annexation.

This Item is for the professional engineering services required to design approximately 3,515 feet of 8-inch wastewater main along the proposed route to service the annexed properties. In addition, a 150 foot waterline extension will be provided to bring water from the north side of Gattis School Road to the south side of Gattis School Road. Staff recommends DCS Engineering, LLC for engineering services for this project.

Cost: \$95,074.10

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2018-5426

WHEREAS, the City of Round Rock desires to retain engineering services for the Gattis School Wastewater Extension Project, and

WHEREAS, DCS Engineering, LLC has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with DCS Engineering, 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 for Engineering Services with DCS Engineering, LLC for the Gattis School Wastewater Extension Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: DCS ENGINEERING, LLC ("Engineer")
ADDRESS: 1101 S. Capital of Texas Highway, Building G-100, Austin, TX 78746
PROJECT: Gattis School Wastewater Extension

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Ninety-Five Thousand Seventy-Four and 10/100 Dollars, (\$95,074.10). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

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

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605

Mobile Number (512) 801-2059
Fax Number (512) 218-5536
Email Address ezapata@roundrocktexas.gov

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

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

Wade Morgan, P.E.
Senior Project Manager
1101 S. Capital of Texas Highway, Building G-100
Austin, TX 78746
Telephone Number (512) 614-6171
Fax Number (512) 284-8021
Email Address wmorgan@DCS-Engineering.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

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

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

ARTICLE 27 **COPYRIGHTS**

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

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

Engineer:

Wade Morgan, P.E.
Senior Project Manager
1101 S. Capital of Texas Highway, Building G-100
Austin, TX 78746

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34
SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

DCS ENGINEERING, LLC

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock (City) shall furnish to the Engineer the following items, information, and assistance:

1. Provide as-built or construction drawings of existing utilities and locate existing utilities as requested by Engineer including copies of previous studies.
2. Provide access to and make provisions for Engineer and his subconsultants to enter property as required for Engineer to perform the services under this contract.
3. Assist Engineer in visiting the site as needed to finalize site layout for the proposed facilities.
4. Provide timely review of construction plans, technical specifications, and contract documents so as not to delay the services of the Engineer.
5. Designate a person to act as the Owner's representative with respect to services to be rendered under this contract. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions.
6. Furnish approvals and/or permits from all governmental authorities having jurisdiction over the project as required for completion of the project. Pay all fees associated with approvals and permits including any TCEQ fees.
7. Furnish the two AutoCAD files and two geotechnical investigation reports for DCS's coordination and use in producing the wastewater line plans and specifications. The two active roadway designs are for Gattis School Road and S. Kenny Fort Boulevard.
8. The City will directly contract with a surveyor (Inland Geodetics) to acquire the necessary easements for the proposed utilities. The Engineer will provide design information and coordinate as needed in the preparation of the required easement documents.

EXHIBIT B

Engineering Services

TASK 1.0 – PROJECT MANAGEMENT

The Gattis School Wastewater Line Extension scope includes installation of 150 ft of 24” water line casing pipe and approximately 3,515 feet of 8-inch wastewater line along Gattis School Road which will tie into an existing wastewater line. The proposed wastewater line will continue along the south side of Gattis School Road for approximately 1,400 feet and turn south at Westview Drive, thence along the east side of Westview Drive for approximately 1,300 feet and turn west, thence along the south side of the church tract for approximately 815 feet as it crosses Mokan ROW and Kenney Fort Boulevard ROW. With the imminent construction of Kenney Fort Boulevard the proposed wastewater line will be placed in 18” steel casing.

The engineering process will include work needed to evaluate the wastewater line sizing and ultimate service areas. Surveying of the route, geotechnical, permitting, design (civil, traffic control), bidding, and construction administration are included in the attached scope of services.

Engineer anticipates seven (7) easements will be required across private property adjacent to Gattis School Road. The City will acquire all necessary easements for the utilities proposed in this contract separately. The City will acquire the permit required from Texas Department of Transportation to cross Mokan ROW with engineering support provided by the Engineer.

The engineer’s opinion of most probable construction cost for the facilities reflects current market conditions and the conceptual design’s scope of construction work required to implement the project. The engineer’s opinion of most probable construction cost including 15% contingency, but excluding easement and professional engineering fees equals \$1,029,000. The estimated cost for easement acquisition is \$61,000 for a total construction and easement project cost of \$1,090,000 which excludes professional engineering fees.

1. The Engineer shall provide the following scope of work related to the engineering design of Gattis School Wastewater Line Extension:
 - a. Approximately 3,315 linear feet of 8-inch wastewater line by open cut construction
 - b. Approximately 200 linear feet of 8-inch wastewater line in 18” casing pipe under future Mokan and S. Kenney Fort Boulevard ROW by open cut construction
 - c. 150 linear feet of 24-inch water line casing pipe via bore and jack under Gattis School Road
2. The Engineer shall provide management of Sub consultants including coordination of their project services. The list of sub-consultants is listed below:
 - a. Surveying – Inland Geodetics
 - b. Geotechnical Engineering – Arias & Associates
3. The Engineer shall conduct a project kickoff meeting at the City offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communication procedures, and review the project schedule. Engineer shall identify any information needed from City staff to complete the work.

4. The Engineer shall conduct a 30 percent design meeting at the City's offices during the design phase. Items to be discussed during the workshop may include, but not be limited to, sanitary sewer alignments, utility conflicts, technical issues, decisions needed from City staff, etc.
5. The Engineer shall conduct a 90 percent design review at the City office after submittal and City review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss city comments on the 90 percent design plans, identify any decisions needed from City staff, etc.
6. The Engineer shall provide Quality Assurance/Quality Control by having a senior representative of the Engineer review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to the City.

TASK 2.0 – FINAL DESIGN

1. A wastewater analysis will be performed and will include work needed to evaluate the wastewater line sizing, location, depth, and Gattis School Wastewater Line Extension service area, including the existing developed area and undeveloped areas that will contribute flow during the lifetime of the wastewater line. Future land use has been defined by the City as commercial with a density of 7 living unit equivalencies (LUE's) / acre.
2. The Engineer will research and obtain applicable documents for ownership, deeds, utility or other easements within subject parcels, and public right-of-ways for use in establishing the routes of the wastewater line.
3. Utilizing the latitude and longitude coordinates, the Engineer will walk the alignments using a handheld GPS, and field stake the recommended alignments for review with each property owner. Engineer will make adjustments to the field staked alignment based upon field observations and property owner input. The Engineer will document the alignment with digital photographs for future reference.
4. The Engineer shall coordinate with the official maps for the Edwards Aquifer Recharge and Transition Zones located at TCEQ and the Edwards Underground Water District.
5. The Engineer shall coordinate the water line bore and jack; and wastewater line design with plans and specifications underway by others for the Gattis School Road and S. Kenny Fort Boulevard projects. Vertical conflicts created with proposed storm sewers/roadway features will be coordinated with and resolved.
6. Establish the scope, and advise the City, of any additional soil and foundation investigations or any special testing which, in the opinion of the Engineer, may be required for the proper execution of the Project. A scope of work, fees, and performance schedule has been developed for three (3) 20 ft deep borings through about 5 ft of clay and 15 ft of rock at each boring location. The work will be completed by Arias & Associates under a subconsultant agreement with the Engineer. The geotechnical boring(s) and associated report from the two adjacent roadway projects are anticipated to be used to provide information to the Contractor regarding underground conditions.
7. Establish the probable cost of construction and advise the City of any changes to this cost prior to advertising the project. A probable cost will be generated at 30% design and 90% design completion milestones.

8. Furnish to the City, where required by the circumstances of the assignment, the engineering and/or survey data necessary for applications for routine permits by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, state loan programs, planning advances or to meet the requirements of the special programs of the federal government). The Engineer shall also assist the City in obtaining approval of the aforementioned routine permit applications from local, state, and federal authorities.
9. Perform field surveys to collect information, which in the opinion of the Engineer, is required in the design of the Project. A scope of work, fees, and performance schedule has been developed for a topographic survey including boundary establishment (not a boundary survey). This work will be completed by Inland Geodetics under a subconsultant agreement with the Engineer. The Construction Plans developed under this contract will be tied to the City of Round Rock's Horizontal and Vertical Control Network. Construction staking of the new wastewater line is not included in the fee for Construction Phase services.
10. Prepare specifications and contract drawings, for construction authorized by the City and submit to the applicable local and state agencies for approval.
11. The specifications will be prepared in conformance with the sixteen-division format of the Construction Specification Institute and will use the City's master specifications. The General Conditions and other Contract Documents will be the City's standard documents.
12. Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general and supplementary conditions of the construction contract, proposal form, invitation to bid and instructions to bidders.
13. Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by Engineer, represent Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Engineer nor the City has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Engineer.
14. Furnish the City all necessary copies of review sets and final approved plans, specifications, notices to bidders, and proposals. Furnish two sets of half sized prints and two sets of full sized prints of signed and approved drawings, electronic files (AutoCAD 2017 on CD ROM) to the City.
15. Provide information on utilities to be relocated in connection with the project. The City will provide excavation to determine location and depth of underground water and sewer lines. Utilities to be relocated by others shall be noted on the plans. City-owned utilities to be relocated shall also be noted on the plans. Where feasible, relocation of City-owned utilities shall be included in the construction contract.

TASK 3.0 – BIDDING PHASE

1. Assist City in advertising for and obtaining proposals or negotiating proposals for the prime contract for construction materials, equipment and services to be performed by a contractor for the project (hereinafter called "Work"); and, where applicable, maintain a record of prospective bidders to whom Contract Documents have been issued, attend pre-bid conference and receive and process checks for Contract Documents. Checks received from the entities for the contract documents during bidding shall be submitted to the Owner for deposit in their desired account. Newspaper advertisements shall be paid by the City directly to the newspaper for bidding processes.
2. Issue addenda as appropriate to interpret, clarify or expand the Contract Documents.
3. Consult with City to determine the acceptability of substitute materials and equipment proposed by potential contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
4. Attend and conduct the bid opening and prepare bid tabulation sheets. Evaluate bids or proposals; prepare bid tabulation sheets and letter recommending award of contract to the lowest and most qualified bidder and in assembling and awarding contracts for construction materials, equipment and services.

TASK 4.0 – CONSTRUCTION PHASE SERVICES

1. Consult with and advise City as set forth herein and as provided in the General Conditions and Supplementary General Conditions of the Contract for Construction included in the Contract Documents for the project. The extent and limitations of the duties and responsibilities of Engineer as assigned in said Contract Documents shall not be modified, except as Engineer may otherwise agree in writing. City shall issue all instructions to the contractor performing the Work (hereinafter called "Contractor") except as otherwise provided in writing.
2. Perform two (2) visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the contractors' failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will keep the City informed of the extent of the progress of the work, and advise the City of material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction, and may, on behalf of the City, exercise whatever rights the City may have to disapprove work and materials as failing to conform to the Contract Documents.
3. Attend and conduct the construction kickoff meeting with the City, contractor and others including review of the project schedule. Make recommendations to City concerning the disapproval or rejection of Contractors' Work while it is in progress if Engineer believes that such Work will not produce a completed project that conforms generally to the Contract Documents or that it will

prejudice the integrity of the design concept of the project as reflected in the Contract Documents. Engineer shall have access to the Work at all times wherever it is in preparation or progress.

4. Evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
5. Make recommendations to City regarding the advisability of requiring special inspections or testing of the Work and have City, for the purposes of this paragraph, receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.
6. Material testing by a Geotechnical Engineering company/lab on materials during construction is specifically excluded from the scope of work in this engineering contract. The bid packages shall specify that the Owner will pay the Geotechnical Engineering company/lab directly for all passing tests that are required by the bid package. All failing tests or tests taken for the Contractor's benefit shall be paid by the Contractor.
7. Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of City and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
9. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and tests and approvals of equipment, which are to be provided by Contractor in accordance with the Contract Documents. Determine that their content complies with the requirements of the Contract Documents and transmit them to City with written comments.
10. Conduct, in company with the City, a final inspection of the Project for assessing conformance with the design concept and compliance with the Contract Documents.
11. Revise contract drawings, with the assistance of the City's representative, to provide record drawings of the completed Project. Furnish one set of full size paper drawings, electronic files (AutoCAD 2016 on CD ROM), and two sets of half-size prints of the record drawings to the City. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the City. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this Project.

The City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to Engineer or to Engineer's subconsultants. The City shall indemnify and hold harmless Engineer and Engineer's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

12. Compile, review, and comment on operation and maintenance manuals, which will be provided by Contractor in accordance with the Contract Documents.

EXHIBIT C

Work Schedule

Authorization to Proceed: Signing of this Contract for services shall be authorization by the City for Engineer to proceed with the work.

The milestone schedule below is based on receiving the notice to proceed on April 13, 2018. The construction of the proposed wastewater line will reach substantial completion within 180 calendar days following the construction contractor's notice to proceed. Substantial completion will be defined in the bid documents to the construction contractor as the wastewater line being capable of safely, reliably and consistently conveying raw sewage into the existing manhole. The final completion for all construction work will have a total duration of 210 calendar days following the construction contractor's notice to proceed. The dates presented below are completion dates for adjacent task unless otherwise noted.

• Notice to Proceed Issued by	April 13, 2018
• Geotechnical Investigation	May 25, 2018
• Topographic and Boundary Surveys	May 25, 2018
• Final Design - 30% Design Review Meeting with City	June 24, 2018
• Final Design – 90% Design Submittal	August 23, 2018
• Client 90% Design Review Comments to Engineer by	September 13, 2018
• Easement Preparation and Recordation (by Others)	October 1, 2018
• Final Design – 100% Design Submittal	October 4, 2018
• First Advertisement	October 4, 2018
• Bid Opening	October 25, 2018
• Award	November 8, 2018
• Contractor's Notice to Proceed	November 15, 2018
• Substantial Construction Completion	May 14, 2019
• Final Construction Completion/Close-out	June 13, 2019
• City's Project Deadline Date	July 13, 2019

The period of service will be the through construction project completion and project closeout.

EXHIBIT D

Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1.0 - Project Management	36	\$6,168.20	\$0.00	\$0.00	\$6,168.20
Task 2.0 - Final Design	448	\$46,573.00	\$1,650.00	\$0.00	\$48,223.00
Task 2.1 - Geotechnical Borings and Report (Arias)	0	\$0.00	\$0.00	\$5,257.50	\$5,257.50
Task 2.2 - Topographic and Boundary Survey (Inland)	0	\$0.00	\$0.00	\$15,884.00	\$15,884.00
Task 3.0 - Bidding Phase	62	\$6,311.40	\$575.00	\$0.00	\$6,886.40
Task 4.0 - Construction Phase Services	120	\$11,980.00	\$675.00	\$0.00	\$12,655.00
GRAND TOTAL:	666	\$71,032.60	\$2,900.00	\$21,141.50	\$95,074.10

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2018

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

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

PRODUCER		CONTACT NAME: Trudy Henry	
Greyling Ins. Brokerage/EPIC		PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
3780 Mansell Rd. Suite 370		E-MAIL ADDRESS: trudy.henry@greyling.com	
Alpharetta, GA 30022			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Sentinel Insurance Company	11000
		INSURER B : Hartford Underwriters	30104
		INSURER C : RLI Insurance Company	13056
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED

DCS Engineering LLC
1101 S. Capital of Texas Highway
Building G100
Austin, TX 78746

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBWPA9036	04/15/2017	04/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBWPA9036	04/15/2017	04/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			84SBWPA9036	04/15/2017	04/15/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WEGVY4085	04/15/2017	04/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			RDP0028567	04/15/2017	04/15/2018	Per Claim \$1,000,000 Aggregate \$2,000,000

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

Re: Gattis School Wastewater Extension Project

The City of Round Rock is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

De H. Gilling

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:
2018-327733

Date Filed:
03/20/2018

Date Acknowledged:

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

DCS Engineering, LLC
Austin, TX United States

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

City of Round Rock

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

20101378
Wastewater Line Extension

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Darren Strozewski, and my date of birth is 07/27/1971.

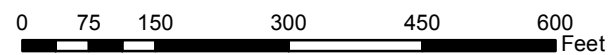
My address is 1101 S Capital of TX Hwy, G-100, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 20 day of March, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Gattis School Road Wastewater Extension





City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution authorizing the Mayor to execute the Fourth Amendment to the Master Contract for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$6,708,560.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2018-5432

During the preliminary legal review of our upcoming current SWIFT Loan application, BCRUA's bond counsel has determined that the existing Master Contract language only authorizes Phase 1 related debt issuance. Since our current SWIFT Loan application mostly relates to Phase 2 debt, it will be necessary for the Board and all three city councils to amend the Master Agreement to add the necessary authorizations. The amendment includes a new exhibit, Exhibit D-1, which outlines a total of \$23,797,657 (not including debt issuance costs and \$5,000 incremental bond unit costing) in direct Phase 2 expenditures. Please note that the Round Rock portion of \$6,708,560 is being paid out of the balance of Round Rock's remaining Phase 1A savings, so they will not be participating in this current SWIFT Loan Cycle. The remaining \$17,089,097 constitutes Leander's and Cedar Park's Phase 2 shares, most of which will be funded by the current SWIFT Loan application. It should also be noted that Leander's SWIFT Loan application will not include their \$1,970,096 share of the \$4,597,657 total cost for "Phase 2 Electrical Improvement Construction & Construction Phase Services." That will require separate action and approval by Leander's city council, at a later date. Leander's upcoming SWIFT Loan application will only cover their share of costs for Phase 2 "Planning and Design Services" and "Land Rights" (Deferred Loan Option). Planning and design service costs will also include Leander's portion of the Phase 1D water treatment capacity expansion. As a final note, we will need to update the existing Exhibit D to the Master Agreement to reflect final expense allocations related to all Phase 1A savings, as well as incorporating the Phase 1D capacity expansion (30 MGD to 42 MGD) that is being incorporated into the Phase 2 Final Design and Construction Project. I anticipate that this can be accomplished in late 2018, or early 2019, after we complete closeout of the original Phase 1A regional water treatment plant

construction project. The breakdown of funding sources necessary to complete Phase 2 Final Design, Phase 2 Land Rights Acquisitions, and Initial Electrical Improvement Construction and Construction Phase Services (not including the Phase 1D treatment facility expansion component), is as follows:

\$ 6,708,560 Round Rock Phase 1A Savings

\$ 6,891,801 Cedar Park 2018 SWIFT Loan Application

\$ 8,227,200 Leander 2018 SWIFT Loan Application

\$ 1,970,096 Leander Cash Funded (Subject to City Council Authorization at a later date)

\$23,797,657 Total Authorized Phase 2 Expenses in Master Agreement Amendment #4

Exhibit D-1

Cost: \$6,708,560

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2018-5432

WHEREAS, the City of Round Rock (“City”) has previously entered into a Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Master Contract”) with the Brushy Creek Regional Utility Authority, Inc., the City of Cedar Park, and the City of Leander, and

WHEREAS, the City now desires to enter into a Fourth Amendment to the Master Contract to expand the definition of “BCRUA Project” to include certain Phase II Regional System Components and to attach a new Exhibit D-1, 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 Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, 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 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

FOURTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT

THIS FOURTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the "Fourth Amendment") is dated and entered into as of the 25th day of April, 2018, by and among Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), a non-profit corporation of the State of Texas (the "State"), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas ("Cedar Park"), the City of Leander, Texas ("Leander"), and the City of Round Rock, Texas ("Round Rock") all home-rule municipalities and political subdivisions of the State (individually, the "City"; collectively, the "Cities"). The BCRUA and the Cities are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("First Amendment") to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Second Amendment") to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Third Amendment") to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, the Parties now desire to expand the definition of "BCRUA Project" to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

EXHIBIT "A"

WHEREAS, with respect to the added Phase II components, the Parties also desire to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I **TABLE OF CONTENTS**

The list of exhibits in the table of contents of the Master Contract, is amended to read as follows:

EXHIBITS

Exhibit A-1	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-2	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-3	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit B	Contract between City of Cedar Park and LCRA for Lake Travis Water
Exhibit C	Contract between City of Leander and LCRA for Lake Travis Water
Exhibit D	Cities' Reserved Capacity and Cost Allocation in BCRUA Project Components, Phase I
Exhibit D-1	Cities' Reserved Capacity and Cost Allocation in BCRUA Project Components, Phase II

ARTICLE II **NEW EXHIBIT D-1**

The document entitled "Exhibit D-1, Cities' Reserved Capacity and Cost Allocation in BCRUA Project Components: April 25, 2018," which is attached to and incorporated herein is considered attached to and incorporated in the Master Contract.

ARTICLE III **DEFINITIONS**

All terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

ARTICLE IV **AMENDED DEFINITIONS**

4.01 The Parties acknowledge that the term "BCRUA Project," as defined in Sec. 1.1(f) of the Master Contract is hereby amended to read as follows:

(f) "BCRUA Project" means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown

on Exhibit “D” and on Exhibit “D-1”. Without limitation, the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

4.02 The Parties acknowledge that the term “BCRUA Project Costs,” as defined in Sec. 1.1(g) of the Master Contract is hereby amended to read as follows:

(g) “BCRUA Project Costs” means and includes, without limitation, the following costs incurred for the BCRUA Project by or on behalf of the BCRUA or the Cities:

- (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;
- (ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the BCRUA Project, and any structure, item of equipment, or other item, used for, or in connection with, the BCRUA Project;
- (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the BCRUA Project;
- (iv) the cost of engineering, legal, architectural or other related services;
- (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the BCRUA Project;
- (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the BCRUA Project in operation;
- (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State;
- (viii) costs incurred in connection with financing the BCRUA Project, including, without limitation:
 - (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements;
 - (2) the cost of printing, engraving, and reproduction services; and
 - (3) the cost of a trustee’s or paying agent’s initial or acceptance fee and subsequent fees;
- (ix) all costs, fees and expenses of litigation of all kinds;
- (x) the cost of property casualty and public liability insurance;
- (xi) the fees and costs of the underwriters as the anticipated purchasers of the Bonds;
- (xii) reimbursement of the costs previously incurred by and agreeable to the other Cities with respect to the BCRUA Project; and

(xiii) other costs generally recognized as a part of BCRUA Project construction costs.

BCRUA Project Costs will be allocated among the Cities in accordance with Exhibit “D” and Exhibit “D-1”.

ARTICLE V

FINANCING OF THE BCRUA PROJECT

The Parties acknowledge that Article IV, Sec. 4.1(a) of the Master Contract is hereby amended to read as follows:

Section 4.1 Issuance of Bonds.

(a) The BCRUA’s acquisition, construction, and completion of the BCRUA Project will be financed by

(i) receipt of funds from the Cities, respectively,

(ii) the BCRUA through the issuance of one or more series or issues of Bonds by the BCRUA for a City, which Bonds are payable solely from and secured, in part, by an assignment of the Bond Payments made under this Contract by the City for which such series of Bonds are issued, or

(iii) any combination of funds from the Cities, respectively, and the issuance of Bonds for the Cities, respectively. It is expressly understood and agreed by the BCRUA and the Cities that the BCRUA shall issue Bonds as separate series for the applicable City.

Each City shall be solely responsible for Bond Payments on its series of Bonds. No City shall have any liability or responsibility for any Bond Payment on a series of Bonds issued for another City. In consideration of the covenants and agreements set forth in this Contract, and to enable the BCRUA to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the issuance of the Bonds at the request of a City and to provide for and ensure the due and punctual payment by such City to the BCRUA, or to the Trustee relating to the series of Bonds issued for such City, of amounts not less than the Bond Payments. Each City hereby agrees to make, or cause to be made, its respective Bond Payments, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution. The cost allocations for the BCRUA Project Cost are shown in Exhibit “D” and in Exhibit “D-1”.

ARTICLE VI

RESERVED CAPACITIES

The Parties acknowledge that Article VI Reserved Capacities of the Master Contract is hereby amended to read as follows:

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D and in Exhibit D-1. No reserved capacity may be allocated to or used by anyone other

than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated water at the Delivery Points in the amounts shown in Exhibit D and in Exhibit D-1.

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D and/or Exhibit D-1 describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 To the extent necessary to effect the terms and provisions of this Fourth Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

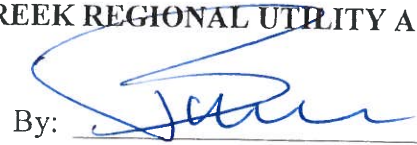
Section 7.2 This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Fourth Amendment to be duly executed as of the day and year first above written.

(SIGNATURES ON FOLLOWING PAGES)

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By:



Frank Leffingwell, President

Attest:

By: _____

_____, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Matt Powell, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christopher Fielder, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Sara White, City Clerk

[illegible]

	Capacity (MGD)	% of Capacity
Cedar Park	41.9	28.96
Leander	62.0	42.85
Round Rock	40.8	28.19
Total	144.7	100



City of Round Rock

Agenda Item Summary

Agenda Number: H.12

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Cost Sharing of the Zebra Mussel Control Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$165,905.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2018-5435

Approximately ten months ago, invasive Zebra Mussels were identified In Lake Travis. This fast reproducing mollusk presents a significant threat to BCRUA's floating raw water intake, and other downstream treatment facilities. Concurrently the Cities of Cedar Park and Leander, who both have adjacent floating intakes for their own water treatment plants, face the same level of risk to their intake and treatment facilities.

Upon review by the Operating Committee (OC) and BCRUA staff, it was decided to retain Walker Partners to explore the viability and cost effectiveness of a jointly owned and operated chemical treatment station, located within the property of the City of Cedar Park water treatment plant.

Upon review of the report, BCRUA and the OC agreed to proceed with a pre-design contract with Walker, which the Board approved last November. In February, the Board authorized a supplemental amendment to the original contract, which authorized Walker to proceed with final design of the joint treatment facility.

During this time, BCRUA and the OC have been evaluating the best approach to jointly fund this urgently needed project. As a result of these negotiations, staff has prepared the attached proposed interlocal agreement (ILA) between BCRUA (46.1% ownership, and representing our regional water treatment plant and our three member Cities), and the Cities of Cedar Park(36.88%) and Leander (17.02%) (representing their separate water treatment plants). It should be noted that BCRUA's portion is based on our post-Phase 1C expansion capacity of 32.5 MGD, which should begin construction before the end of 2018.

By combining their respective City ownerships in BCRUA, and the two water treatment plants of Cedar Park and Leander, the total cost distribution for this project becomes: City of Cedar Park (49.18%); City of Leander (38.53%); and, City of Round Rock (12.29%).

BCRUA staff, and the three City OC operational representatives have cooperatively developed this plan, and recommend Board approval of the ILA. The BCRUA Board approved this ILA at their April 18, 2018 board meeting, and now the Cities of Cedar Park, Leander and Round Rock will present the ILA to their respective City councils for their consideration and action.

FUNDING:

The parties have all agreed to BCRUA establishing a special Project Fund to manage the \$1,349,387 project. Based on the above total cost distribution, the individual city portions are: City of Cedar Park (\$663,559); City of Leander (\$516,922); and, City of Round Rock (\$165,905).

Each City will forward a 25% initial payment to BCRUA, to cover already incurred design costs, and bid document preparation. After bidding, and bid award by BCRUA and all three city councils, BCRUA will manage the project and all progress payments, and invoice each City in advance, as the needs of the Project Fund require. At the conclusion of the project, remaining funds, if any, will be distributed to the three Cities on the same project ownership distribution basis, as listed above.

In anticipation of project completion during the upcoming FY 2018/2019 budget year, BCRUA will negotiate and include anticipated operation and maintenance costs for the chemical treatment station as part of the proposed upcoming operating budget.

Finally, it should be remembered that this chemical treatment station will remain active only as long as the floating intakes of BCRUA, Cedar Park and Leander remain operational on the Sandy Creek arm of Lake Travis. Once BCRUA's Phase 2 Deep Water Intake Project construction is complete (likely in 2025, or 2026), the three floating intakes, as well as the Zebra Mussel chemical treatment station, will be decommissioned and replaced by the new gravity intake in Volente, and the new pumping station on Lime Creek Road. The deep water intake and pumping station will provide raw water to the BCRUA regional water treatment plant, and the water treatment plants of Cedar Park and Leander. It is anticipated by all parties that at least some of the chemical storage and treatment equipment in the joint Zebra Mussel chemical control station will be able to be relocated to the Deep Water Intake Maintenance Building in Volente, as an anticipated cost savings.

Cost: \$165,905

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2018-5435

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

WHEREAS, the City of Round Rock (“City”) is a participating city in the Brushy Creek Regional Utility Authority (“BCRUA”), a currently active and legally existing Corporation organized under the provisions of Subchapter D of Chapter 431, Texas Transportation Code, as amended; and

WHEREAS, the City wishes to enter into an Interlocal Agreement with the BCRUA regarding cost sharing of the Zebra Mussel Control 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 an Interlocal Agreement Regarding Cost Sharing of the Zebra Mussel Control Project with the Brushy Creek Regional Utility Authority, 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 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING COST SHARING OF THE ZEBRA MUSSEL CONTROL PROJECT

THIS INTERLOCAL AGREEMENT REGARDING COST SHARING OF THE ZEBRA MUSSEL CONTROL PROJECT ("ILA") is entered into among the Brushy Creek Regional Utility Authority ("BCRUA"), the City of Round Rock, Texas, a Texas home-rule city ("Round Rock"); the City of Cedar Park, Texas, a Texas home-rule city ("Cedar Park"), and the City of Leander, Texas, a Texas home-rule city ("Leander"). In this ILA, BCRUA, Round Rock, Cedar Park and Leander are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**". In this ILA, Round Rock, Cedar Park and Leander are sometimes collectively referred to as "**Cities**."

Recitals

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, it has been determined by the Parties that Lake Travis has become infested with Zebra Mussels, which requires measures to prevent the Zebra Mussels from damaging the BCRUA's water system; and

WHEREAS, the BCRUA has entered into a Contract for Engineering Services with Walker Partners for the preliminary design of the BCRUA Zebra Mussel Control Project, (the "Project"); and

WHEREAS, Cedar Park and Leander own water system facilities in Lake Travis that are separate and apart from the BCRUA water system; and

WHEREAS, Cedar Park and Leander recognize that their separate water system facilities would benefit from the Project; and

WHEREAS, Cedar Park and Leander are willing to share in the cost of the Project with the BCRUA; and

WHEREAS, the purpose of this ILA is to set forth the terms and conditions for the sharing of the cost of the Project by the Parties, as set forth herein;

Now Therefore, the Parties hereby agree as follows:

I. DEFINITIONS

All terms used herein shall have the meanings assigned to them in the Master Contract, as amended, unless the context clearly requires otherwise.

1.01 “BCRUA” means the Brushy Creek Regional Utility Authority.

1.02 “BCRUA System” means the water intake, transmission, treatment, and distribution system owned and operated by the BCRUA.

1.03 “Cedar Park” means the City of Cedar Park, Texas.

1.04 “Cedar Park System” means the water intake, transmission, treatment, and distribution system owned and operated by Cedar Park.

1.05 “Effective Date” means the 26th day of April, 2018.

1.06 “General Manager” means the general manager of the BCRUA.

1.07 “ILA” means this Interlocal Agreement Regarding Cost Sharing of the Zebra Mussel Control Project.

1.08 “Leander” means the City of Leander, Texas

1.09 “Leander System” means the water intake, transmission, treatment, and distribution system owned and operated by Leander.

1.10 “Master Contract” means Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project.

1.11 “Operations Committee” or “OC” means the Operations Committee created in the Master Contract.

1.12 “Party” or “Parties” means BCRUA, Cedar Park, Leander, and/or Round Rock, individually or collectively, as applicable.

1.13 “Project” means the efforts to design and construct improvements to the BCRUA System, the Cedar Park System, and the Leander System to control Zebra Mussels.

1.14 “Project Costs” means all costs and expenses incurred by the Parties in furtherance of the Project.

1.15 “Project Fund” means a fund to be established and administered by BCRUA in accordance with **Sec. 3.02** in order to provide monies to pay the Project Costs.

1.16 “Round Rock” means the City of Round Rock, Texas.

II. PROJECT COST ALLOCATIONS

2.01 The Parties agree that Project Cost shall be allocated among the Parties based upon the intake capacities of the three systems as follows:

<u>Party</u>	<u>Capacity</u>	<u>Cost Allocation</u>
City of Leander	WTP intake at 12.0 MGD	17.02%
City of Cedar Park	WTP intake at 26.0 MGD	36.88%
BCRUA	WTP intake at 32.5 MGD	46.10%

2.02 The Cities agree that the BCRUA’s share of the above cost allocation will be shared among the three Cities as follows:

<u>Party</u>	<u>Cost Allocation</u>
City of Leander	46.66%
City of Cedar Park	26.67%
City of Round Rock	26.67%

2.03 The Parties agree that the Project Cost shall be allocated among the Cities on the basis of their combined over-all share as follows:

<u>Party</u>	<u>Cost Allocation</u>
City of Leander	38.53%
City of Cedar Park	49.18%
City of Round Rock	12.29%

III. PROJECT FUND

3.01 The total estimated Project Cost is estimated to be \$1,349,387.00 as set forth in the Zebra Mussel Control Project Budget attached hereto as Exhibit “A”. Using the cost allocation percentages from **Sec. 2.03** above, each City’s share of the estimated total Project Cost is as follows:

City of Leander	\$519,922
City of Cedar Park	\$663,559
City of Round Rock	\$165,905

3.02 The General Manager shall establish a Project Fund for the purpose of receiving the Cities’ allocated share of the Project Cost and to fund and pay invoices for the Project Cost. The Project Fund shall be deposited in an interest-bearing account, and all interest shall remain in the Project Fund to pay Project Cost.

3.03 The Cities shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within thirty (30) calendar days of the effective date of this ILA, each City shall deposit into the Project Fund a sum, which represents twenty five percent (25%) of each Party's share of the estimated Project Costs, set forth in **Sec. 3.01**, as follows:

City of Leander	\$129,980.50
City of Cedar Park	\$165,889.75
City of Round Rock	\$ 41,476.25

(ii) At such time as the balance in the Project Fund is significantly depleted, as determined in the General Manager's reasonable discretion, General Manager shall provide written notice (by email or otherwise) thereof to the Cities, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by the General Manager shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(i) The foregoing process shall continue until such time as the Project Costs have been paid in full. In the event that the Project Costs exceed the original estimate, after prior notice to the Parties of the cost exceedance and what was considered to avoid such costs, each Party shall deposit within the Project Fund a sum equal to the product determined by multiplying each Party's Cost Allocation Percentage for the type of Project Costs for such services.

3.04 In the event that there are remaining funds within the Project Fund upon final completion of the Project, then the General Manager shall promptly divide and remit within 30 calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Cities. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each City.

IV. PAYMENT OF PROJECT COSTS

4.01 All Project Costs shall be shared by the Cities according to the cost allocations set forth in **Sec. 2.03**.

The Parties agree that all invoices for Project Cost shall be sent to BCRUA and that upon receipt of each invoice, the General Manager shall review the invoices and confirm that they are in order and ready for payment.

Upon the General Manager's approval of each invoice for Project Costs, the General Manager will transmit a copy of the approved invoice to each City's representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to the General Manager any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the City represented by such OC member shall be deemed to have approved the invoice for

payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services, then the OC shall exercise all rights to which it is entitled to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in the Master Contract, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

V. GENERAL PROVISIONS

5.01 Authority. This ILA is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 402.001, *Texas Local Government Code*.

5.02 Severability. The provisions of this ILA are severable and, if any provision of this ILA is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this ILA shall not be affected and this ILA shall be construed as if the invalid portion had never been contained herein.

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this ILA shall be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this ILA.

5.05 Entire Agreement. Except as otherwise expressly provided herein, this ILA contains the entire agreement of the Parties regarding the allocation of cost of the project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Regional Project are contemplated and shall not be affected or limited by this ILA.

5.06 Amendments. Any amendment of this ILA must be in writing and shall be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This ILA shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

5.08 Notices. Any notices given under this ILA shall be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK:

600 North Bell Blvd.
Cedar Park, Texas 78613
Attn: Brenda Eivens
Telephone: (512) 401-5020
Email: roberts@ci.cedar-park.tx.us

with copy to:

JP LeCompte
600 N. Bell Blvd.
Cedar Park, Texas 78768
Telephone: (512) 401-5004
Email: JP.LeCompte@cedarparktexas.gov

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: Laurie Hadley
Telephone: (512) 218-5410
Email: lhadley@roundrocktexas.gov

with copy to:

Steve Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrrlaw.com

LEANDER:

P.O. Box 319
Leander, Texas 78646-0319
Attn: Wayne Watts
Telephone: (512) 259-1178
Email: w.watts@ci.leander.tx.us

with copy to:

Paige Saenz
Executive Office Terrace
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: attorneys@cityattorneytexas.com

BCRUA:

Brushy Creek Regional Utility Authority
221 E. Main St.
Round Rock, Texas 78664
Attn: Tom Gallier, General Manager
Telephone: (512) 788-2036
Email: tgallier@roundrocktexas.gov

with copy to:

Steve Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrrlaw.com

5.09 Force Majeure. Parties shall not be deemed in violation of this ILA if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

5.10 Counterparts. Effect of Partial Execution. This ILA may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this ILA.

5.12 Effective Date. The effective date of this ILA is the 26th day of April, 2018.

SIGNATURES APPEAR ON FOLLOWING PAGES.

CITY OF ROUND ROCK:

ATTEST:

Sara White, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

LeAnn Quinn, City Secretary

By: _____
Matt Powell, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

Dara Crabtree, City Secretary

By: _____
Christopher Fielder, Mayor

Date: _____

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY**

By: _____
Frank Leffingwell, President

Attest:

By: _____
Stephen Thomas, Secretary



City of Round Rock

Agenda Item Summary

Agenda Number: H.13

Title: Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ending March 31, 2018.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Round Rock by the Numbers - FY 2017.18 - Q2

Department: Finance Department

Text of Legislative File 2018-5427

The attached report provides a summary of the City's investments and financial highlights for the quarter ending March 31, 2018. The financial summary has two components. The first page provides quarterly revenue and economic highlights. The second page is a summary of annual budget and city financial facts. The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

RESOLUTION NO. R-2018-5427

WHEREAS, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

WHEREAS, a Quarterly Investment Report for the quarter ending March 31, 2018 for the City of Round Rock has been submitted to the City Council; and

WHEREAS, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

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

That the Quarterly Investment Report, attached hereto as Exhibit “A” and incorporated herein, is hereby received and accepted.

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

RESOLVED this 10th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2018

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.


Chief Financial Officer


Accounting Manager


Valley View Consulting, LLC


Deputy Chief Financial Officer


Treasury Accountant

4/20/18
Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary Holdings by Investment Category (Security Sector)

March 31, 2018

Description	YTM @ Cost	Book Value	Market Value
Cash	0.62%	\$ 6,030,153	\$ 6,030,153
Certificates of Deposit	1.60%	217,954,528	217,954,528
Local Government Investment Pool	1.51%	31,725,939	31,725,939
Money Market Accounts	1.80%	49,293,399	49,293,399
Municipal	1.40%	15,009,682	14,938,272
US Agency	2.16%	24,653,225	24,608,940
Total / Average	1.64%	\$ 344,666,926	\$ 344,551,230

December 31, 2017

Description	YTM @ Cost	Book Value	Market Value
Cash	0.54%	\$ 7,325,453	\$ 7,325,453
Certificates of Deposit	1.43%	230,858,787	230,858,787
Local Government Investment Pool	1.18%	34,177,530	34,177,530
Money Market Accounts	1.61%	39,123,557	39,123,557
Municipal	1.31%	15,316,301	15,243,520
US Agency	1.79%	4,845,007	4,812,902
Total / Average	1.41%	\$ 331,646,635	\$ 331,541,749

Average Yield

	Current Quarter (1)	Fiscal Year- to-Date (2)
Total Portfolio	1.64%	1.52%
TexPool Yield	1.52%	1.35%
Rolling Three Mo. Treas. Yield	1.58%	1.40%
Rolling Six Mo. Treas. Yield	1.58%	1.42%
Rolling 1 Yr. Treas. Yield	1.47%	1.34%
Rolling 2 Yr. Treas. Yield	1.28%	1.20%

Investment Income (3)

Interest Income (Approximate)	\$ 1,281,971	\$ 2,338,320
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WAM at 3/31/2018 Policy WAM Max

Total Portfolio	282 days	540 days
Pooled Funds	333 days	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

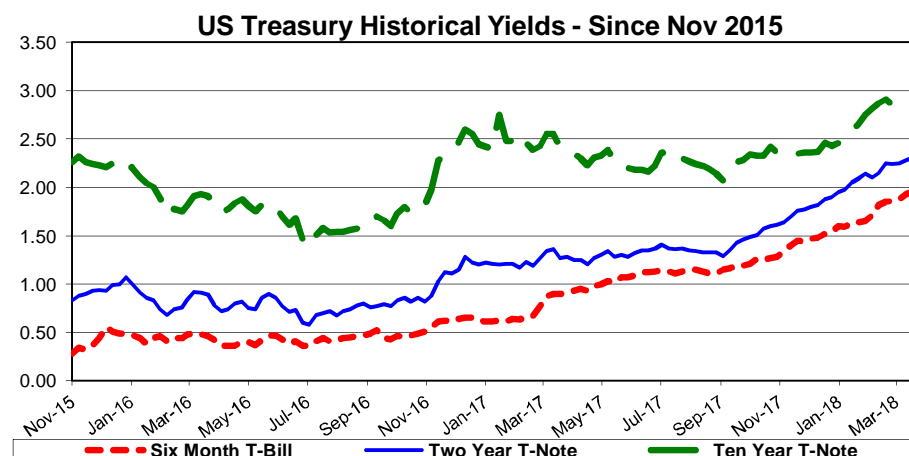
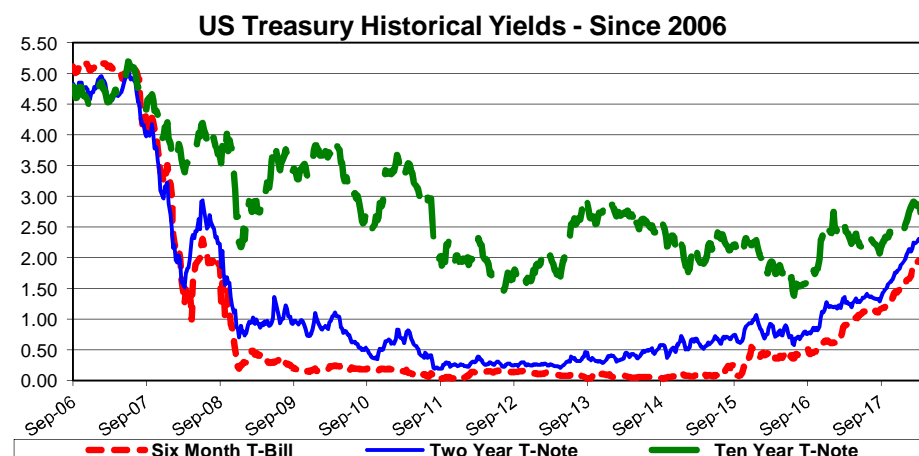
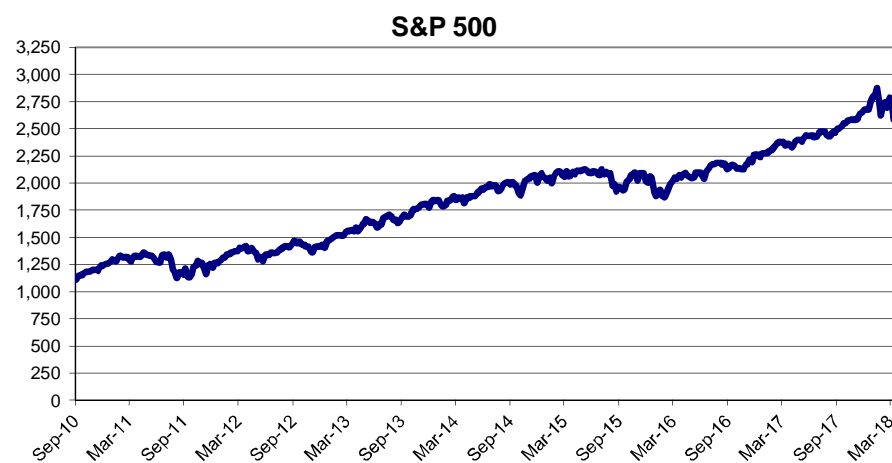
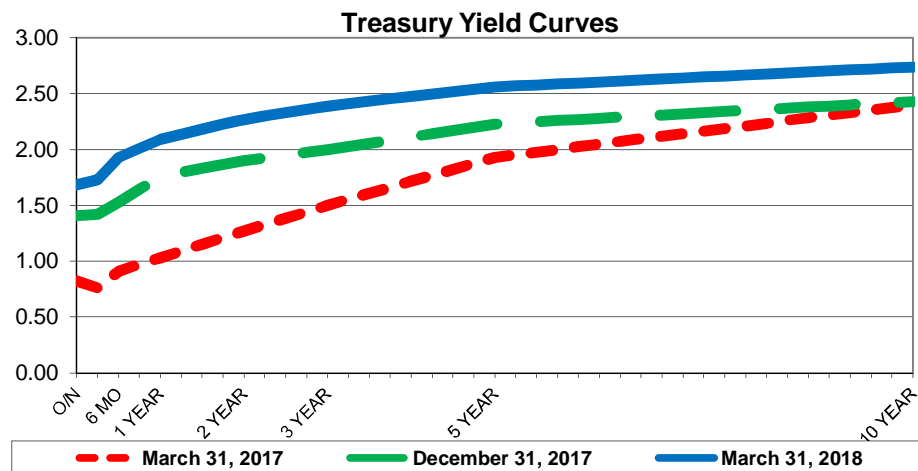
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

Economic Overview

3/31/2018

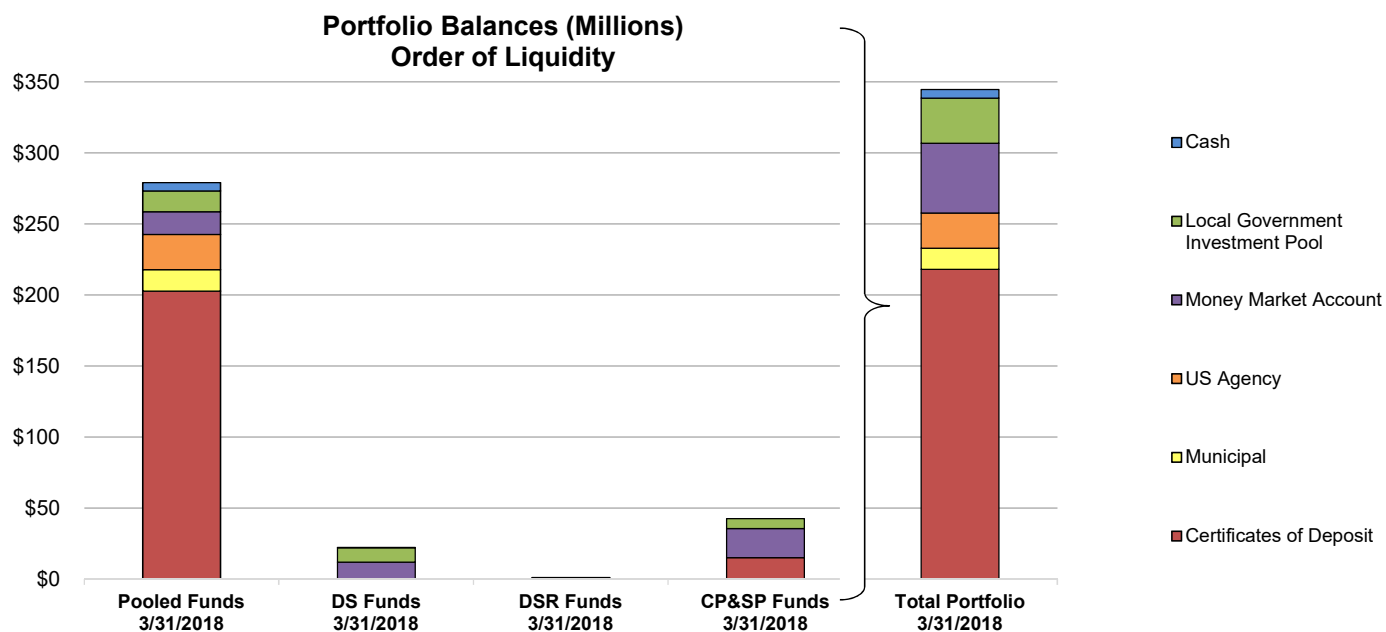
The Federal Open Market Committee (FOMC) increased the Fed Funds target range 0.25% to 1.50% - 1.75% (Effective Fed Funds are trading +/-1.68%). Two to three additional increases are projected for 2018 (although subject to economic activity). Gradual portfolio reduction continues by limiting reinvestment of maturing holdings. Fourth Quarter 2017 GDP measured 2.9% (third/final estimate). February Non Farm Payroll data jumped +313k (well above the expected +205k). The Three Month Average increased to +242k. World events raised some uncertainty (Korea, Russia, Middle East). WTI Crude oil maintained +/- \$65. The Stock Markets waffled 5% to 10% below recent highs. The post-FOMC meeting press release pointed to continuing and frequent rate increases.



Holdings by Investment Category

March 31, 2018

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 6,024,141	2%	\$ 6,012	0%	\$ –	0%	\$ –	0%	\$ 6,030,153	2%
Certificates of Deposit	202,828,694	59%	–	0%	–	0%	15,125,833	4%	217,954,528	63%
Investment Pools	14,536,480	4%	10,112,478	3%	8,365	0%	7,068,615	2%	31,725,939	9%
Money Market Accounts	16,107,876	5%	11,938,866	3%	812,973	0%	20,433,684	6%	49,293,399	14%
Municipal	15,009,682	4%	–	0%	–	0%	–	0%	15,009,682	4%
US Agency	24,653,225	7%	–	0%	–	0%	–	0%	24,653,225	7%
Total / Average	\$ 279,160,099	81%	\$ 22,057,356	6%	\$ 821,338	0%	\$ 42,628,133	12%	\$ 344,666,926	100%



Investment Holdings by Investment Category

March 31, 2018

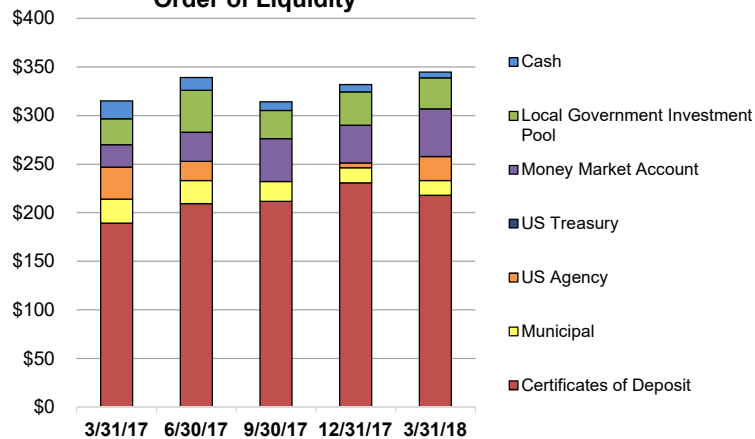
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 6,030,153	2%	100%
Certificates of Deposit	217,954,528	63%	75%
Commercial Paper	—	0%	10% / 5%
Investment Pools	31,725,939	9%	100%
Money Market Accounts	49,293,399	14%	50%
Municipal	15,009,682	4%	35% / 5%
US Agency	24,653,225	7%	Combined
US Treasury	—	0%	75%
Total / Average	\$ 344,666,926	100%	PASSED

Quarterly Transactions By Investment Category

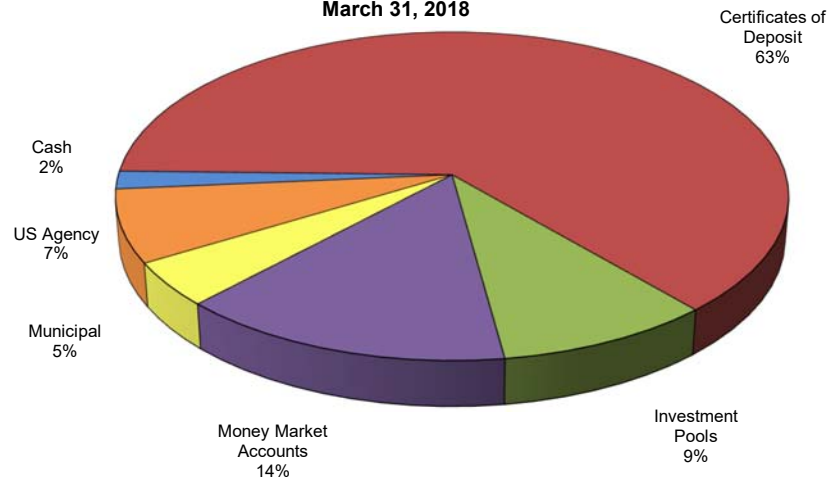
March 31, 2018

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (1,295,300)
Certificates of Deposit	27,689,828	—	40,594,087	—	802,300	—
Commercial Paper	—	—	—	—	—	—
Investment Pools	—	—	—	—	142,897	(2,451,592)
Money Markets Accounts	—	—	—	—	169,842	10,169,842
Municipal	1,317,429	—	1,540,000	—	100,974	—
US Agency	19,791,177	—	—	—	—	—
US Treasury	—	—	—	—	—	—
Totals	\$ 48,798,434	\$ —	\$ 42,134,087	\$ —	\$ 1,216,014	\$ 6,422,951

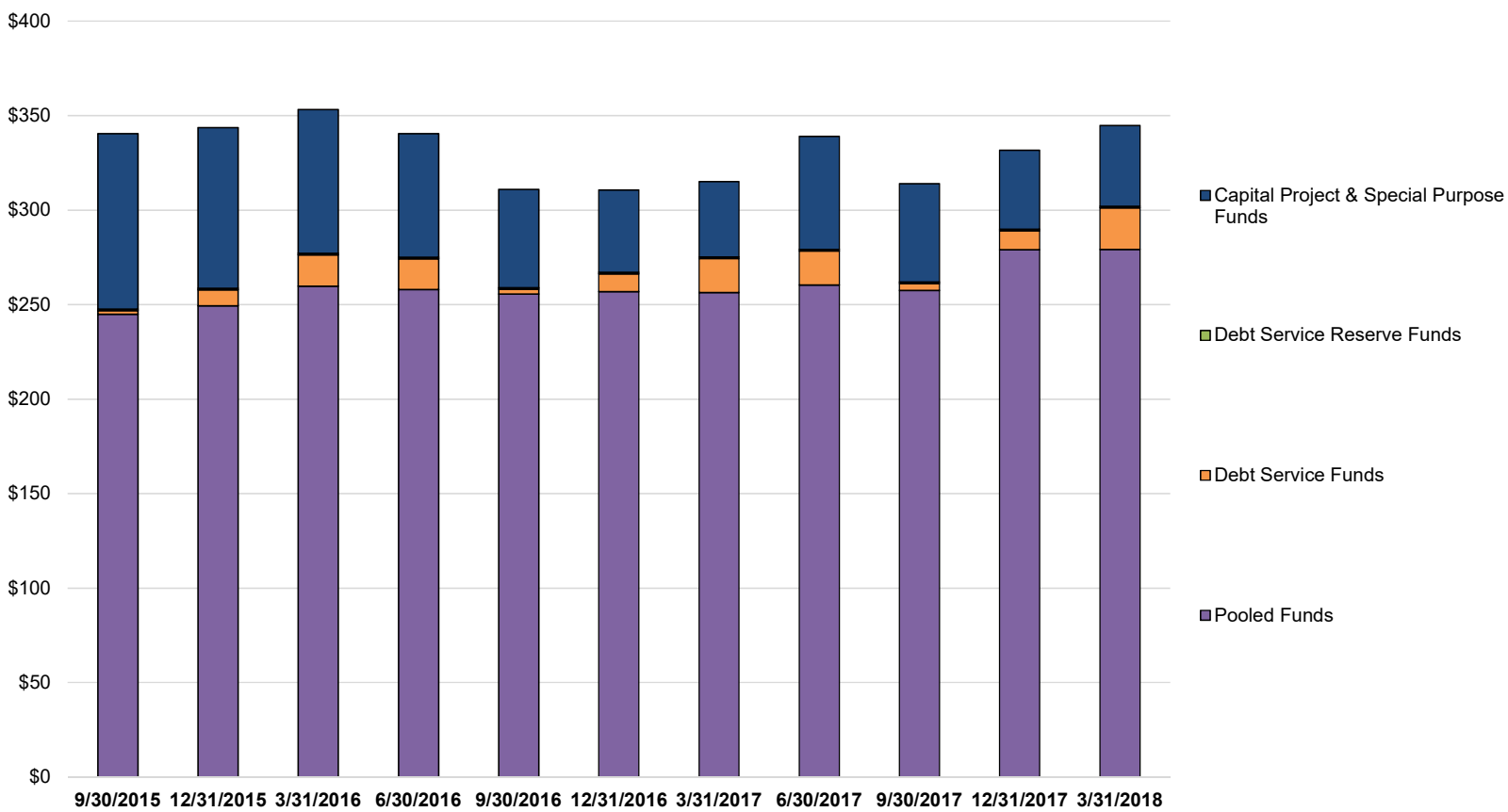
**Portfolio Balances (Millions)
Order of Liquidity**



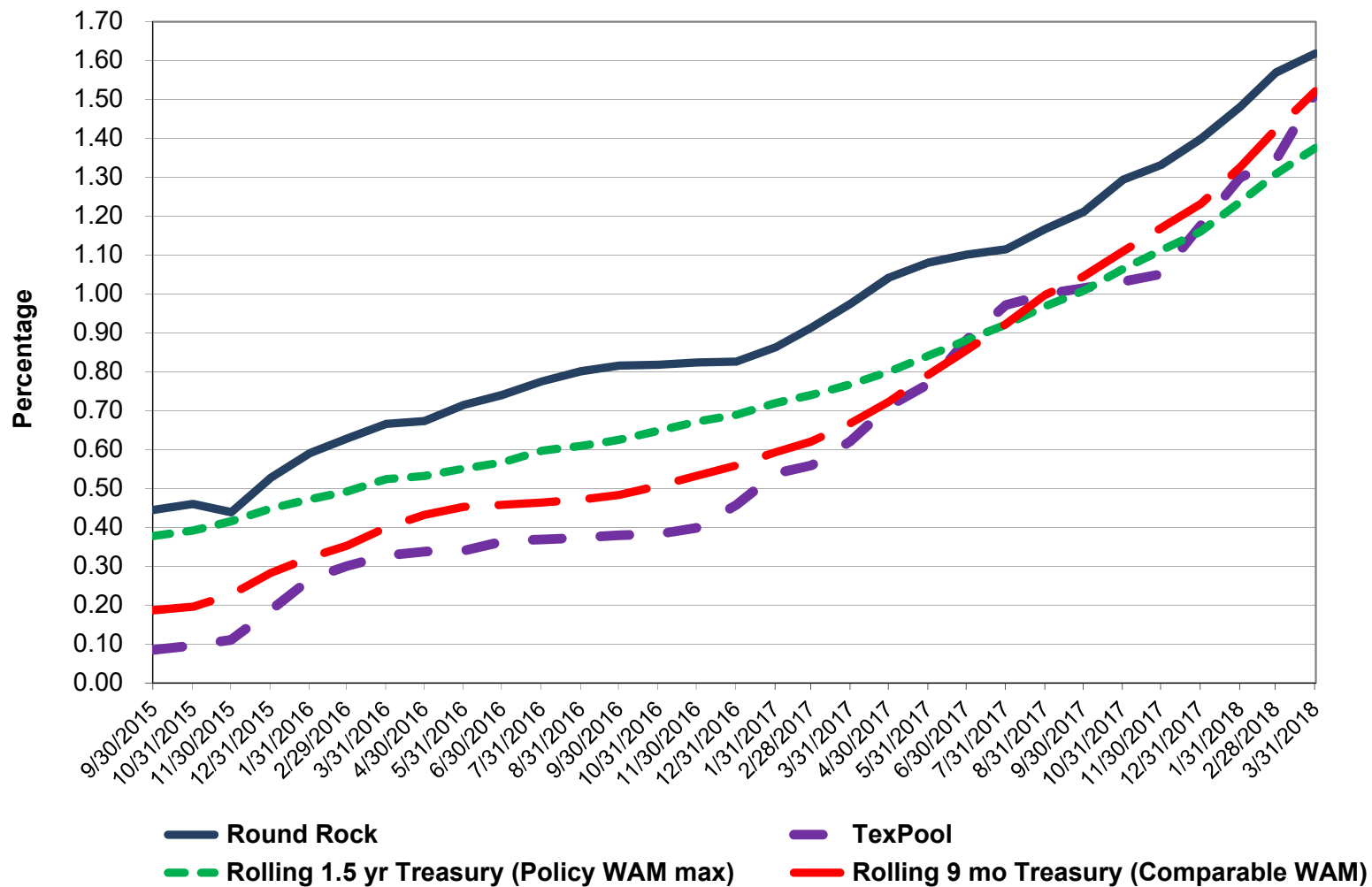
**Portfolio Composition
March 31, 2018**



Portfolio Balances By Fund (Millions)



City of Round Rock Pooled Funds Performance



Holdings by Allocation and Portfolio (Fund)
March 31, 2018

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	1.81%		11/29/2016	\$ 16,067,171	\$ 16,067,171	100.00	\$ 16,067,171	N/A	1	1.81%
Green Bank	1.43%		06/09/2016	40,704	40,704	100.00	40,704	N/A	1	1.43%
JPMorgan Chase	0.62%		09/30/2015	6,024,141	6,024,141	100.00	6,024,141	N/A	1	0.62%
TexSTAR	1.50%	AAAm	09/30/2015	192,397	192,397	100.00	192,397	N/A	1	1.50%
TexPool	1.52%	AAAm	09/30/2015	2,193,059	2,193,059	100.00	2,193,059	N/A	1	1.52%
TexasDAILY	1.50%	AAAm	09/30/2015	12,151,025	12,151,025	100.00	12,151,025	N/A	1	1.50%
LegacyTexas Bank	1.00%		07/06/2016	4,575,555	4,575,555	100.00	4,575,555	04/06/2018	6	1.00%
Union State Bank	1.25%		05/11/2017	2,000,000	2,000,000	100.00	2,000,000	05/10/2018	40	1.25%
R Bank	1.50%		05/13/2016	7,700,190	7,700,190	100.00	7,700,190	05/14/2018	44	1.50%
Texas A&M University System	1.54%	Aaa/AAA/AAA	10/28/2015	3,570,000	3,572,365	99.96	3,568,465	05/15/2018	45	0.99%
LegacyTexas Bank	1.10%		06/03/2016	5,097,022	5,097,022	100.00	5,097,022	06/04/2018	65	1.10%
LegacyTexas Bank	1.10%		06/20/2016	5,097,022	5,097,022	100.00	5,097,022	06/20/2018	81	1.10%
LegacyTexas Bank	1.05%		07/06/2016	4,579,364	4,579,364	100.00	4,579,364	07/06/2018	97	1.05%
Union State Bank	1.45%		08/10/2017	5,000,000	5,000,000	100.00	5,000,000	08/09/2018	131	1.45%
LegacyTexas Bank	1.02%		08/29/2016	10,162,481	10,162,481	100.00	10,162,481	08/29/2018	151	1.02%
Green Bank	1.02%		09/13/2016	5,076,777	5,076,777	100.00	5,076,777	09/13/2018	166	1.02%
R Bank	1.65%		10/02/2017	2,008,335	2,008,335	100.00	2,008,335	10/02/2018	185	1.65%
Southside Bank	1.32%		04/06/2017	6,059,869	6,059,869	100.00	6,059,869	10/05/2018	188	1.32%
Wallis State Bank	1.28%		01/27/2017	4,557,877	4,557,877	100.00	4,557,877	10/29/2018	212	1.28%
DFW Airport-Txable Ref	3.12%	A1/A+/AA-	03/24/2017	5,000,000	5,046,791	100.46	5,023,100	11/01/2018	215	1.50%
Wallis State Bank	1.30%		02/16/2017	5,065,318	5,065,318	100.00	5,065,318	11/15/2018	229	1.30%
Southside Bank	1.15%		12/06/2016	5,072,090	5,072,090	100.00	5,072,090	12/06/2018	250	1.15%
Lubbock National Bank	1.45%		01/11/2017	10,169,762	10,169,762	100.00	10,169,762	01/11/2019	286	1.45%
Galveston Texas	6.21%		01/08/2018	1,230,000	1,272,731	103.17	1,268,979	02/01/2019	307	2.00%
Tomball TX CO's	5.00%	Aa3/AA+/-	12/20/2016	775,000	799,043	102.92	797,646	02/15/2019	321	1.40%
LegacyTexas Bank	1.40%		02/17/2017	9,644,203	9,644,203	100.00	9,644,203	02/19/2019	325	1.40%
Corpus Christi-Ref	1.81%	Aa2/AA/AA	03/14/2016	2,250,000	2,258,743	99.46	2,237,873	03/01/2019	335	1.37%
Lubbock National Bank	1.45%		03/01/2017	5,587,154	5,587,154	100.00	5,587,154	03/01/2019	335	1.45%
R Bank	1.74%		10/02/2017	2,008,791	2,008,791	100.00	2,008,791	04/02/2019	367	1.74%
Lubbock National Bank	1.50%		04/05/2017	6,082,872	6,082,872	100.00	6,082,872	04/05/2019	370	1.50%
Independent Bank	1.65%		05/01/2017	5,062,643	5,062,643	100.00	5,062,643	05/01/2019	396	1.65%
Texas A&M Univ	1.94%	Aaa/AAA/AAA	05/01/2017	2,050,000	2,060,009	99.62	2,042,210	05/15/2019	410	1.50%
LegacyTexas Bank	2.05%		12/22/2017	4,046,384	4,046,384	100.00	4,046,384	06/21/2019	447	2.05%
LegacyTexas Bank	1.70%		06/23/2017	5,063,936	5,063,936	100.00	5,063,936	06/24/2019	450	1.70%
FHLMC	0.88%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,832,295	98.29	9,829,332	07/19/2019	475	2.19%
LegacyTexas Bank	1.70%		08/10/2017	8,079,327	8,079,327	100.00	8,079,327	08/09/2019	496	1.70%
R Bank	1.80%		08/10/2017	2,018,230	2,018,230	100.00	2,018,230	08/10/2019	497	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,049,579	5,049,579	100.00	5,049,579	08/28/2019	515	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,020,748	4,020,748	100.00	4,020,748	09/20/2019	538	2.10%
JPMorganChase	1.64%		10/02/2017	14,000,000	14,000,000	100.00	14,000,000	10/02/2019	550	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,068,447	10,068,447	100.00	10,068,447	10/02/2019	550	1.65%
R Bank	1.83%		10/02/2017	2,009,246	2,009,246	100.00	2,009,246	10/02/2019	550	1.83%
FNMA	0.00%	-/AA-/AA-	10/11/2017	5,000,000	4,866,567	96.33	4,816,635	10/09/2019	557	1.79%
JPMorganChase	1.98%		11/09/2017	5,000,000	5,000,000	100.00	5,000,000	11/09/2019	588	1.98%
Union State Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	614	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,054,345	10,054,345	100.00	10,054,345	12/20/2019	629	2.20%
LegacyTexas Bank	2.20%		01/08/2018	7,526,695	7,526,695	100.00	7,526,695	01/08/2020	648	2.20%
East West Bank	2.21%		01/26/2018	10,039,432	10,039,432	100.00	10,039,432	01/26/2020	666	2.21%
FFCB	2.07%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,954,363	99.63	9,962,973	02/14/2020	685	2.32%
JPMorganChase	2.56%		03/21/2018	5,000,000	5,000,000	100.00	5,000,000	03/21/2020	721	2.56%
Sub Total / Average	1.60%			279,372,192	279,160,099	99.88	279,044,403		333	1.62%

Holdings by Allocation and Portfolio (Fund)
March 31, 2018

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	1.50%	AAAm	04/30/2016	3,529,259	3,529,259	100.00	3,529,259	N/A	1	1.50%
NexBank	1.81%		02/27/2017	11,938,866	11,938,866	100.00	11,938,866	N/A	1	1.81%
TexPool	1.52%	AAAm	09/30/2015	46,844	46,844	100.00	46,844	N/A	1	1.52%
Sub Total / Average	1.74%			15,514,970	15,514,970	100.00	15,514,970		1	1.74%
Fund 210 - Interest & Sinking Debt Service										
JPMorgan Chase	0.62%		09/30/2015	6,012	6,012	100.00	6,012	N/A	1	0.62%
Sub Total / Average	0.62%			6,012	6,012	100.00	6,012		1	0.62%
Fund 460 - Bond Fund										
TexPool	1.52%	AAAm	09/30/2015	1,492,070	1,492,070	100.00	1,492,070	N/A	1	1.52%
NexBank	1.81%		11/29/2016	17,399,672	17,399,672	100.00	17,399,672	N/A	1	1.81%
Sub Total / Average	1.79%			18,891,742	18,891,742	100.00	18,891,742		1	1.79%
Fund 461 - CO Bond Fund										
TexPool	1.52%	AAAm	10/31/2015	768,043	768,043	100.00	768,043	N/A	1	1.52%
Sub Total / Average	1.52%			768,043	768,043	100.00	768,043		1	1.52%
Fund 462 - 2017 Bond Fund										
TexPool	1.52%	AAAm	05/30/2017	3,511,718	3,511,718	100.00	3,511,718	N/A	1	1.52%
LegacyTexas Bank	1.50%		06/23/2017	3,539,463	3,539,463	100.00	3,539,463	06/22/2018	83	1.50%
LegacyTexas Bank	1.55%		06/23/2017	3,034,959	3,034,959	100.00	3,034,959	09/24/2018	177	1.55%
LegacyTexas Bank	1.60%		06/23/2017	2,024,062	2,024,062	100.00	2,024,062	12/24/2018	268	1.60%
LegacyTexas Bank	1.65%		06/23/2017	1,012,409	1,012,409	100.00	1,012,409	03/22/2019	356	1.65%
LegacyTexas Bank	1.70%		06/23/2017	1,012,787	1,012,787	100.00	1,012,787	06/24/2019	450	1.70%
East West Bank	2.38%		03/21/2018	3,002,152	3,002,152	100.00	3,002,152	09/21/2019	539	2.38%
Sub Total / Average	1.70%			17,137,552	17,137,552	100.00	17,137,552		222	1.70%
Fund 591 - Reserves Fund										
Green Bank	1.43%		06/09/2016	812,973	812,973	100.00	812,973	N/A	1	1.43%
TexPool	1.52%	AAAm	09/30/2015	8,365	8,365	100.00	8,365	N/A	1	1.52%
Sub Total / Average	1.43%			821,338	821,338	100.00	821,338		1	1.43%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	1.52%	AAAm	09/30/2015	6,536,374	6,536,374	100.00	6,536,374	N/A	1	1.52%
Sub Total / Average	1.52%			6,536,374	6,536,374	100.00	6,536,374		1	1.52%
Fund 863 - Drainage Utility Revenue Bond										
TexPool	1.52%	AAAm	10/31/2015	1,296,785	1,296,785	100.00	1,296,785	N/A	1	1.52%
NexBank	1.81%		07/30/2017	3,034,012	3,034,012	100.00	3,034,012	N/A	1	1.81%
Southside Bank	1.88%		01/08/2018	1,500,000	1,500,000	100.00	1,500,000	01/08/2019	283	1.88%
Sub Total / Average	1.76%			5,830,797	5,830,797	100.00	5,830,797		74	1.76%
Total / Average	1.62%			\$ 344,879,019	\$ 344,666,926	99.90	\$ 344,551,230		282	1.64%

Book Value Comparison

March 31, 2018

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 7,319,441	\$ 886,869	\$ 2,182,169	\$ 6,024,141	\$ (1,295,300)
TexPool	N/A	09/30/2015	N/A	19,528,247	40,181	17,375,369	2,193,059	(17,335,188)
TexSTAR	N/A	09/30/2015	N/A	191,743	654	-	192,397	654
TexasDAILY	N/A	09/30/2015	N/A	50,290	12,100,734	-	12,151,025	12,100,734
NexBank	N/A	11/29/2016	N/A	16,002,273	64,898	-	16,067,171	64,898
Green Bank	N/A	06/09/2016	N/A	40,612	92	-	40,704	92
Southside Bank	1.12%	01/06/2016	01/08/2018	7,648,299	-	7,648,299	-	(7,648,299)
Southside Bank	1.00%	01/25/2016	01/25/2018	5,088,194	-	5,088,194	-	(5,088,194)
Arlington TX ISD	0.00%	07/26/2016	02/15/2018	499,363	-	500,000	-	(499,363)
Lubbock TX	4.44%	02/14/2017	02/15/2018	1,044,384	-	1,040,000	-	(1,044,384)
Union State Bank	1.20%	02/23/2017	02/22/2018	5,000,000	-	5,000,000	-	(5,000,000)
Independent Bank	1.00%	02/25/2016	02/25/2018	13,229,000	-	13,229,000	-	(13,229,000)
LegacyTexas Bank	1.05%	06/20/2016	03/20/2018	5,079,411	9,063	5,088,475	-	(5,079,411)
LegacyTexas Bank	1.00%	07/06/2016	04/06/2018	4,564,291	11,264	-	4,575,555	11,264
Union State Bank	1.25%	05/11/2017	05/10/2018	2,000,000	-	-	2,000,000	-
R Bank	1.50%	05/13/2016	05/14/2018	7,671,132	29,057	-	7,700,190	29,057
Texas A&M University System	1.54%	10/28/2015	05/15/2018	3,577,095	-	-	3,572,365	(4,730)
LegacyTexas Bank	1.10%	06/03/2016	06/04/2018	5,083,222	13,800	-	5,097,022	13,800
LegacyTexas Bank	1.10%	06/20/2016	06/20/2018	5,083,222	13,800	-	5,097,022	13,800
LegacyTexas Bank	1.05%	07/06/2016	07/06/2018	4,567,528	11,836	-	4,579,364	11,836
Union State Bank	1.45%	08/10/2017	08/09/2018	5,000,000	-	-	5,000,000	-
LegacyTexas Bank	1.02%	08/29/2016	08/29/2018	10,136,965	25,517	-	10,162,481	25,517
Green Bank	1.02%	09/13/2016	09/13/2018	5,064,041	12,736	-	5,076,777	12,736
R Bank	1.65%	10/02/2017	10/02/2018	2,000,000	8,335	-	2,008,335	8,335
Southside Bank	1.32%	04/06/2017	10/05/2018	6,039,774	20,095	-	6,059,869	20,095
Wallis State Bank	1.28%	01/27/2017	10/29/2018	4,543,219	14,658	-	4,557,877	14,658
DFW Airport-Txable Ref	3.12%	03/24/2017	11/01/2018	5,066,378	-	-	5,046,791	(19,587)
Wallis State Bank	1.30%	02/16/2017	11/15/2018	5,048,774	16,543	-	5,065,318	16,543
Southside Bank	1.15%	12/06/2016	12/06/2018	5,057,748	14,342	-	5,072,090	14,342
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,133,488	36,274	-	10,169,762	36,274
Galveston Texas	6.21%	01/08/2018	02/01/2019	-	1,317,429	-	1,272,731	1,272,731
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	805,784	-	-	799,043	(6,741)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,610,987	33,216	-	9,644,203	33,216
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,261,091	-	-	2,258,743	(2,349)
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,567,226	19,928	-	5,587,154	19,928
R Bank	1.74%	10/02/2017	04/02/2019	2,000,000	8,791	-	2,008,791	8,791
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,060,429	22,443	-	6,082,872	22,443
Independent Bank	1.65%	05/01/2017	05/01/2019	5,041,676	20,968	-	5,062,643	20,968
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,062,206	-	-	2,060,009	(2,197)
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,025,999	20,385	-	4,046,384	20,385
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,042,768	21,168	-	5,063,936	21,168
FHLMC	0.88%	02/28/2018	07/19/2019	-	9,830,829	-	9,832,295	9,832,295
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,045,554	33,772	-	8,079,327	33,772
R Bank	1.80%	08/10/2017	08/10/2019	2,009,094	9,136	-	2,018,230	9,136
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,028,472	21,108	-	5,049,579	21,108
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,000,000	20,748	-	4,020,748	20,748
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,000,000	-	-	14,000,000	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,027,594	40,852	-	10,068,447	40,852
R Bank	1.83%	10/02/2017	10/02/2019	2,000,000	9,246	-	2,009,246	9,246
FNMA	0.00%	10/11/2017	10/09/2019	4,845,007	-	-	4,866,567	21,560
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,000,000	-	-	5,000,000	-
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,000,000	54,345	-	10,054,345	54,345
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	-	7,526,695	-	7,526,695	7,526,695
East West Bank	2.21%	01/26/2018	01/26/2020	-	10,039,432	-	10,039,432	10,039,432
FFCB	2.07%	02/28/2018	02/14/2020	-	9,960,348	-	9,954,363	9,954,363

Book Value Comparison

March 31, 2018

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
JPMorganChase	2.56%	03/21/2018	03/21/2020	–	5,000,000	–	5,000,000	5,000,000
Sub Total/Average Fund 000 - Pooled Investments				279,037,026	57,341,587	57,151,506	279,160,099	123,073
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	49,682	162	3,000	46,844	(2,838)
TexasDAILY	N/A	04/30/2016	N/A	1,775,398	10,077,168	8,323,307	3,529,259	1,753,861
NexBank	N/A	02/27/2017	N/A	1,918,385	10,020,481	–	11,938,866	10,020,481
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				3,743,466	20,097,811	8,326,307	15,514,970	11,771,504
Fund 210 - Interest & Sinking Debt Service								
JPMorgan Chase	N/A	09/30/2015	N/A	6,012	–	–	6,012	–
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				6,012	–	–	6,012	–
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	1,707,221	6,198	221,350	1,492,070	(215,152)
NexBank	N/A	11/29/2016	N/A	17,329,392	70,280	–	17,399,672	70,280
Sub Total/Average Fund 460 - Bond Fund				19,036,613	76,478	221,350	18,891,742	(144,872)
Fund 461 - CO Bond Fund								
TexPool	N/A	10/31/2015	N/A	1,052,009	3,524	287,490	768,043	(283,966)
Sub Total/Average Fund 461 - CO Bond Fund				1,052,009	3,524	287,490	768,043	(283,966)
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	2,153,643	3,295,354	1,937,279	3,511,718	1,358,075
LegacyTexas Bank	1.40%	06/23/2017	03/23/2018	3,021,119	7,189	3,028,308	–	(3,021,119)
LegacyTexas Bank	1.50%	06/23/2017	06/22/2018	3,526,405	13,059	–	3,539,463	13,059
LegacyTexas Bank	1.55%	06/23/2017	09/24/2018	3,023,389	11,570	–	3,034,959	11,570
LegacyTexas Bank	1.60%	06/23/2017	12/24/2018	2,016,098	7,964	–	2,024,062	7,964
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,008,301	4,108	–	1,012,409	4,108
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,008,554	4,234	–	1,012,787	4,234
East West Bank	2.38%	03/21/2018	09/21/2019	–	3,002,152	–	3,002,152	3,002,152
Sub Total/Average Fund 462 - 2017 Bond Fund				15,757,509	6,345,630	4,965,587	17,137,552	1,380,043
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,337	28	–	8,365	28
Green Bank	N/A	06/09/2016	N/A	811,136	1,837	–	812,973	1,837
Sub Total/Average Fund 591 - Reserves Fund				819,473	1,865	–	821,338	1,865
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	6,346,199	1,463,552	1,273,377	6,536,374	190,176
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				6,346,199	1,463,552	1,273,377	6,536,374	190,176
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	1,314,761	5,216	23,192	1,296,785	(17,976)
NexBank	N/A	07/30/2017	N/A	3,021,757	12,255	–	3,034,012	12,255
Southside Bank	1.05%	01/11/2017	01/11/2018	1,511,811	–	1,511,811	–	–
Southside Bank	1.88%	01/08/2018	01/08/2019	–	1,500,000	–	1,500,000	1,500,000
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				5,848,329	1,517,471	1,535,003	5,830,797	(17,532)
Total / Average				\$ 331,646,635	\$ 86,847,917	\$ 73,760,619	\$ 344,666,926	\$ 13,020,290

Market Value Comparison

March 31, 2018

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 7,319,441	\$ 886,869	\$ 2,182,169	\$ 6,024,141	\$ -
TexPool	N/A	09/30/2015	N/A	19,528,247	40,181	17,375,369	2,193,059	-
TexSTAR	N/A	09/30/2015	N/A	191,743	654	-	192,397	-
TexasDAILY	N/A	09/30/2015	N/A	50,290	12,100,734	-	12,151,025	-
NexBank	N/A	11/29/2016	N/A	16,002,273	64,898	-	16,067,171	-
Green Bank	N/A	06/09/2016	N/A	40,612	92	-	40,704	-
Southside Bank	1.12%	01/06/2016	01/08/2018	7,648,299	-	7,648,299	-	-
Southside Bank	1.00%	01/25/2016	01/25/2018	5,088,194	-	5,088,194	-	-
Arlington TX ISD	0.00%	07/26/2016	02/15/2018	499,015	-	500,000	-	985
Lubbock TX	4.44%	02/14/2017	02/15/2018	1,043,411	-	1,040,000	-	(3,411)
Union State Bank	1.20%	02/23/2017	02/22/2018	5,000,000	-	5,000,000	-	-
Independent Bank	1.00%	02/25/2016	02/25/2018	13,229,000	-	13,229,000	-	-
LegacyTexas Bank	1.05%	06/20/2016	03/20/2018	5,079,411	9,063	5,088,475	-	-
LegacyTexas Bank	1.00%	07/06/2016	04/06/2018	4,564,291	11,264	-	4,575,555	-
Union State Bank	1.25%	05/11/2017	05/10/2018	2,000,000	-	-	2,000,000	-
R Bank	1.50%	05/13/2016	05/14/2018	7,671,132	29,057	-	7,700,190	-
Texas A&M University System	1.54%	10/28/2015	05/15/2018	3,565,466	-	-	3,568,465	2,999
LegacyTexas Bank	1.10%	06/03/2016	06/04/2018	5,083,222	13,800	-	5,097,022	-
LegacyTexas Bank	1.10%	06/20/2016	06/20/2018	5,083,222	13,800	-	5,097,022	-
LegacyTexas Bank	1.05%	07/06/2016	07/06/2018	4,567,528	11,836	-	4,579,364	-
Union State Bank	1.45%	08/10/2017	08/09/2018	5,000,000	-	-	5,000,000	-
LegacyTexas Bank	1.02%	08/29/2016	08/29/2018	10,136,965	25,517	-	10,162,481	-
Green Bank	1.02%	09/13/2016	09/13/2018	5,064,041	12,736	-	5,076,777	-
R Bank	1.65%	10/02/2017	10/02/2018	2,000,000	8,335	-	2,008,335	-
Southside Bank	1.32%	04/06/2017	10/05/2018	6,039,774	20,095	-	6,059,869	-
Wallis State Bank	1.28%	01/27/2017	10/29/2018	4,543,219	14,658	-	4,557,877	-
DFW Airport-Txable Ref	3.12%	03/24/2017	11/01/2018	5,044,300	-	-	5,023,100	(21,200)
Wallis State Bank	1.30%	02/16/2017	11/15/2018	5,048,774	16,543	-	5,065,318	-
Southside Bank	1.15%	12/06/2016	12/06/2018	5,057,748	14,342	-	5,072,090	-
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,133,488	36,274	-	10,169,762	-
Galveston Texas	6.21%	01/08/2018	02/01/2019	-	1,317,429	-	1,268,979	(15,166)
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	804,094	-	-	797,646	(6,448)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,610,987	33,216	-	9,644,203	-
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,241,990	-	-	2,237,873	(4,118)
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,567,226	19,928	-	5,587,154	-
R Bank	1.74%	10/02/2017	04/02/2019	2,000,000	8,791	-	2,008,791	-
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,060,429	22,443	-	6,082,872	-
Independent Bank	1.65%	05/01/2017	05/01/2019	5,041,676	20,968	-	5,062,643	-
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,045,244	-	-	2,042,210	(3,034)
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,025,999	20,385	-	4,046,384	-
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,042,768	21,168	-	5,063,936	-
FHLMC	0.88%	02/28/2018	07/19/2019	-	9,830,829	-	9,829,332	7,982
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,045,554	33,772	-	8,079,327	-
R Bank	1.80%	08/10/2017	08/10/2019	2,009,094	9,136	-	2,018,230	-
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,028,472	21,108	-	5,049,579	-
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,000,000	20,748	-	4,020,748	-
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,000,000	-	-	14,000,000	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,027,594	40,852	-	10,068,447	-
R Bank	1.83%	10/02/2017	10/02/2019	2,000,000	9,246	-	2,009,246	-
FNMA	0.00%	10/11/2017	10/09/2019	4,812,902	-	-	4,816,635	3,733
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,000,000	-	-	5,000,000	-
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,000,000	54,345	-	10,054,345	-
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	-	7,526,695	-	7,526,695	-
East West Bank	2.21%	01/26/2018	01/26/2020	-	10,039,432	-	10,039,432	-
FFCB	2.07%	02/28/2018	02/14/2020	-	9,960,348	-	9,962,973	10,675

Market Value Comparison

March 31, 2018

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
JPMorganChase	2.56%	03/21/2018	03/21/2020	—	5,000,000	—	5,000,000	—
Sub Total/Average Fund 000 - Pooled Investments				278,932,139	57,341,587	57,151,506	279,044,403	(27,003)
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	49,682	162	3,000	46,844	—
TexasDAILY	N/A	04/30/2016	N/A	1,775,398	10,077,168	8,323,307	3,529,259	—
NexBank	N/A	02/27/2017	N/A	1,918,385	10,020,481	—	11,938,866	—
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				3,743,466	20,097,811	8,326,307	15,514,970	—
Fund 210 - Interest & Sinking Debt Service								
JPMorgan Chase	N/A	09/30/2015	N/A	6,012	—	—	6,012	—
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				6,012	—	—	6,012	—
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	1,707,221	6,198	221,350	1,492,070	—
NexBank	N/A	11/29/2016	N/A	17,329,392	70,280	—	17,399,672	—
Sub Total/Average Fund 460 - Bond Fund				19,036,613	76,478	221,350	18,891,742	—
Fund 461 - CO Bond Fund								
TexPool	N/A	10/31/2015	N/A	1,052,009	3,524	287,490	768,043	—
Sub Total/Average Fund 461 - CO Bond Fund				1,052,009	3,524	287,490	768,043	—
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	2,153,643	3,295,354	1,937,279	3,511,718	—
LegacyTexas Bank	1.40%	06/23/2017	03/23/2018	3,021,119	7,189	3,028,308	—	—
LegacyTexas Bank	1.50%	06/23/2017	06/22/2018	3,526,405	13,059	—	3,539,463	—
LegacyTexas Bank	1.55%	06/23/2017	09/24/2018	3,023,389	11,570	—	3,034,959	—
LegacyTexas Bank	1.60%	06/23/2017	12/24/2018	2,016,098	7,964	—	2,024,062	—
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,008,301	4,108	—	1,012,409	—
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,008,554	4,234	—	1,012,787	—
East West Bank	2.38%	03/21/2018	09/21/2019	—	3,002,152	—	3,002,152	—
Sub Total/Average Fund 462 - 2017 Bond Fund				15,757,509	6,345,630	4,965,587	17,137,552	—
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,337	28	—	8,365	—
Green Bank	N/A	06/09/2016	N/A	811,136	1,837	—	812,973	—
Sub Total/Average Fund 591 - Reserves Fund				819,473	1,865	—	821,338	—
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	6,346,199	1,463,552	1,273,377	6,536,374	—
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				6,346,199	1,463,552	1,273,377	6,536,374	—
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	1,314,761	5,216	23,192	1,296,785	—
NexBank	N/A	07/30/2017	N/A	3,021,757	12,255	—	3,034,012	—
Southside Bank	1.05%	01/11/2017	01/11/2018	1,511,811	—	1,511,811	—	—
Southside Bank	1.88%	01/08/2018	01/08/2019	—	1,500,000	—	1,500,000	—
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				5,848,329	1,517,471	1,535,003	5,830,797	—
Total / Average				\$ 331,541,749	\$ 86,847,917	\$ 73,760,619	\$ 344,551,230	\$ (27,003)

Holdings by Allocation and Portfolio (Fund)
December 31, 2017

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	1.62%		11/29/2016	\$ 16,002,273	\$ 16,002,273	100.00	\$ 16,002,273	N/A	1	1.62%
Green Bank	1.32%		06/09/2016	40,612	40,612	100.00	40,612	N/A	1	1.32%
JPMorgan Chase	0.54%		09/30/2015	7,319,441	7,319,441	100.00	7,319,441	N/A	1	0.54%
TexSTAR	1.18%	AAAm	09/30/2015	191,743	191,743	100.00	191,743	N/A	1	1.18%
TexPool	1.18%	AAAm	09/30/2015	19,528,247	19,528,247	100.00	19,528,247	N/A	1	1.18%
TexasDAILY	1.21%	AAAm	09/30/2015	50,290	50,290	100.00	50,290	N/A	1	1.21%
Southside Bank	1.12%		01/06/2016	7,648,299	7,648,299	100.00	7,648,299	01/08/2018	8	1.12%
Southside Bank	1.00%		01/25/2016	5,088,194	5,088,194	100.00	5,088,194	01/25/2018	25	1.00%
Arlington TX ISD	0.00%	Aaa/AAA/-	07/26/2016	500,000	499,363	99.80	499,015	02/15/2018	46	1.02%
Lubbock TX	4.44%	Aa2/AA+/AA+	02/14/2017	1,040,000	1,044,384	100.33	1,043,411	02/15/2018	46	1.07%
Union State Bank	1.20%		02/23/2017	5,000,000	5,000,000	100.00	5,000,000	02/22/2018	53	1.20%
Independent Bank	1.00%		02/25/2016	13,229,000	13,229,000	100.00	13,229,000	02/25/2018	56	1.00%
LegacyTexas Bank	1.05%		06/20/2016	5,079,411	5,079,411	100.00	5,079,411	03/20/2018	79	1.05%
LegacyTexas Bank	1.00%		07/06/2016	4,564,291	4,564,291	100.00	4,564,291	04/06/2018	96	1.00%
Union State Bank	1.25%		05/11/2017	2,000,000	2,000,000	100.00	2,000,000	05/10/2018	130	1.25%
R Bank	1.50%		05/13/2016	7,671,132	7,671,132	100.00	7,671,132	05/14/2018	134	1.50%
Texas A&M University System	1.54%	Aaa/AAA/AAA	10/28/2015	3,570,000	3,577,095	99.87	3,565,466	05/15/2018	135	0.99%
LegacyTexas Bank	1.10%		06/03/2016	5,083,222	5,083,222	100.00	5,083,222	06/04/2018	155	1.10%
LegacyTexas Bank	1.10%		06/20/2016	5,083,222	5,083,222	100.00	5,083,222	06/20/2018	171	1.10%
LegacyTexas Bank	1.05%		07/06/2016	4,567,528	4,567,528	100.00	4,567,528	07/06/2018	187	1.05%
Union State Bank	1.45%		08/10/2017	5,000,000	5,000,000	100.00	5,000,000	08/09/2018	221	1.45%
LegacyTexas Bank	1.02%		08/29/2016	10,136,965	10,136,965	100.00	10,136,965	08/29/2018	241	1.02%
Green Bank	1.02%		09/13/2016	5,064,041	5,064,041	100.00	5,064,041	09/13/2018	256	1.02%
R Bank	1.65%		10/02/2017	2,000,000	2,000,000	100.00	2,000,000	10/02/2018	275	1.65%
Southside Bank	1.32%		04/06/2017	6,039,774	6,039,774	100.00	6,039,774	10/05/2018	278	1.32%
Wallis State Bank	1.28%		01/27/2017	4,543,219	4,543,219	100.00	4,543,219	10/29/2018	302	1.28%
DFW Airport-Txable Ref	3.12%	A1/A+/A	03/24/2017	5,000,000	5,066,378	100.89	5,044,300	11/01/2018	305	1.50%
Wallis State Bank	1.30%		02/16/2017	5,048,774	5,048,774	100.00	5,048,774	11/15/2018	319	1.30%
Southside Bank	1.15%		12/06/2016	5,057,748	5,057,748	100.00	5,057,748	12/06/2018	340	1.15%
Lubbock National Bank	1.45%		01/11/2017	10,133,488	10,133,488	100.00	10,133,488	01/11/2019	376	1.45%
Tomball TX CO's	5.00%	Aa3/AA+/-	12/20/2016	775,000	805,784	103.75	804,094	02/15/2019	411	1.40%
LegacyTexas Bank	1.40%		02/17/2017	9,610,987	9,610,987	100.00	9,610,987	02/19/2019	415	1.40%
Corpus Christi-Ref	1.81%	Aa2/AA/AA	03/14/2016	2,250,000	2,261,091	99.64	2,241,990	03/01/2019	425	1.37%
Lubbock National Bank	1.45%		03/01/2017	5,567,226	5,567,226	100.00	5,567,226	03/01/2019	425	1.45%
R Bank	1.74%		10/02/2017	2,000,000	2,000,000	100.00	2,000,000	04/02/2019	457	1.74%
Lubbock National Bank	1.50%		04/05/2017	6,060,429	6,060,429	100.00	6,060,429	04/05/2019	460	1.50%
Independent Bank	1.65%		05/01/2017	5,041,676	5,041,676	100.00	5,041,676	05/01/2019	486	1.65%
Texas A&M Univ	1.94%	Aaa/AAA/AAA	05/01/2017	2,050,000	2,062,206	99.77	2,045,244	05/15/2019	500	1.50%
LegacyTexas Bank	2.05%		12/22/2017	4,025,999	4,025,999	100.00	4,025,999	06/21/2019	537	2.05%
LegacyTexas Bank	1.70%		06/23/2017	5,042,768	5,042,768	100.00	5,042,768	06/24/2019	540	1.70%
LegacyTexas Bank	1.70%		08/10/2017	8,045,554	8,045,554	100.00	8,045,554	08/09/2019	586	1.70%
R Bank	1.80%		08/10/2017	2,009,094	2,009,094	100.00	2,009,094	08/10/2019	587	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,028,472	5,028,472	100.00	5,028,472	08/28/2019	605	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,000,000	4,000,000	100.00	4,000,000	09/20/2019	628	2.10%
JPMorganChase	1.64%		10/02/2017	14,000,000	14,000,000	100.00	14,000,000	10/02/2019	640	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,027,594	10,027,594	100.00	10,027,594	10/02/2019	640	1.65%
R Bank	1.83%		10/02/2017	2,000,000	2,000,000	100.00	2,000,000	10/02/2019	640	1.83%
FNMA	0.00%	-/AA-/AA-	10/11/2017	5,000,000	4,845,007	96.26	4,812,902	10/09/2019	647	1.79%
JPMorganChase	1.98%		11/09/2017	5,000,000	5,000,000	100.00	5,000,000	11/09/2019	678	1.98%
Union State Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	704	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,000,000	10,000,000	100.00	10,000,000	12/20/2019	719	2.20%
Sub Total / Average	1.43%			279,060,718	279,037,026	99.95	278,932,139		306	1.40%

Holdings by Allocation and Portfolio (Fund)
December 31, 2017

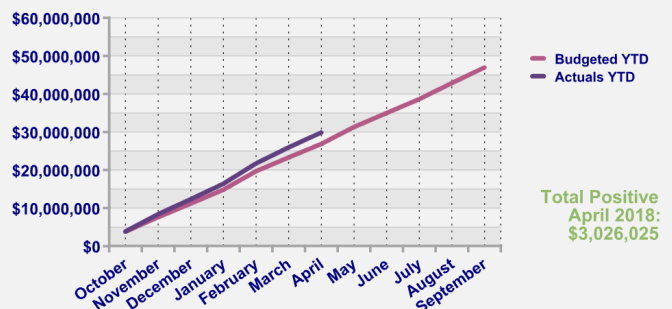
Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	1.21%	AAAm	04/30/2016	1,775,398	1,775,398	100.00	1,775,398	N/A	1	1.21%
NexBank	1.62%		02/27/2017	1,918,385	1,918,385	100.00	1,918,385	N/A	1	1.62%
TexPool	1.18%	AAAm	09/30/2015	49,682	49,682	100.00	49,682	N/A	1	1.18%
Sub Total / Average	1.42%			3,743,466	3,743,466	100.00	3,743,466		1	1.42%
Fund 210 - Interest & Sinking Debt Service										
JPMorgan Chase	0.54%		09/30/2015	6,012	6,012	100.00	6,012	N/A	1	0.54%
Sub Total / Average	0.54%			6,012	6,012	100.00	6,012		1	0.54%
Fund 460 - Bond Fund										
TexPool	1.18%	AAAm	09/30/2015	1,707,221	1,707,221	100.00	1,707,221	N/A	1	1.18%
NexBank	1.62%		11/29/2016	17,329,392	17,329,392	100.00	17,329,392	N/A	1	1.62%
Sub Total / Average	1.58%			19,036,613	19,036,613	100.00	19,036,613		1	1.58%
Fund 461 - CO Bond Fund										
TexPool	1.18%	AAAm	10/31/2015	1,052,009	1,052,009	100.00	1,052,009	N/A	1	1.18%
Sub Total / Average	1.18%			1,052,009	1,052,009	100.00	1,052,009		1	1.18%
Fund 462 - 2017 Bond Fund										
TexPool	1.18%	AAAm	05/30/2017	2,153,643	2,153,643	100.00	2,153,643	N/A	1	1.18%
LegacyTexas Bank	1.40%		06/23/2017	3,021,119	3,021,119	100.00	3,021,119	03/23/2018	82	1.40%
LegacyTexas Bank	1.50%		06/23/2017	3,526,405	3,526,405	100.00	3,526,405	06/22/2018	173	1.50%
LegacyTexas Bank	1.55%		06/23/2017	3,023,389	3,023,389	100.00	3,023,389	09/24/2018	267	1.55%
LegacyTexas Bank	1.60%		06/23/2017	2,016,098	2,016,098	100.00	2,016,098	12/24/2018	358	1.60%
LegacyTexas Bank	1.65%		06/23/2017	1,008,301	1,008,301	100.00	1,008,301	03/22/2019	446	1.65%
LegacyTexas Bank	1.70%		06/23/2017	1,008,554	1,008,554	100.00	1,008,554	06/24/2019	540	1.70%
Sub Total / Average	1.48%			15,757,509	15,757,509	100.00	15,757,509		215	1.48%
Fund 591 - Reserves Fund										
Green Bank	1.32%		06/09/2016	811,136	811,136	100.00	811,136	N/A	1	1.32%
TexPool	1.18%	AAAm	09/30/2015	8,337	8,337	100.00	8,337	N/A	1	1.18%
Sub Total / Average	1.32%			819,473	819,473	100.00	819,473		1	1.32%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	1.18%	AAAm	09/30/2015	6,346,199	6,346,199	100.00	6,346,199	N/A	1	1.18%
Sub Total / Average	1.18%			6,346,199	6,346,199	100.00	6,346,199		1	1.18%
Fund 863 - Drainage Utility Revenue Bond										
TexPool	1.18%	AAAm	10/31/2015	1,314,761	1,314,761	100.00	1,314,761	N/A	1	1.18%
NexBank	1.62%		07/30/2017	3,021,757	3,021,757	100.00	3,021,757	N/A	1	1.62%
Southside Bank	1.05%		01/11/2017	1,511,811	1,511,811	100.00	1,511,811	01/11/2018	11	1.05%
Sub Total / Average	1.37%			5,848,329	5,848,329	100.00	5,848,329		4	1.37%
Total / Average	1.42%			\$ 331,670,327	\$ 331,646,635	99.96	\$ 331,541,749		268	1.41%



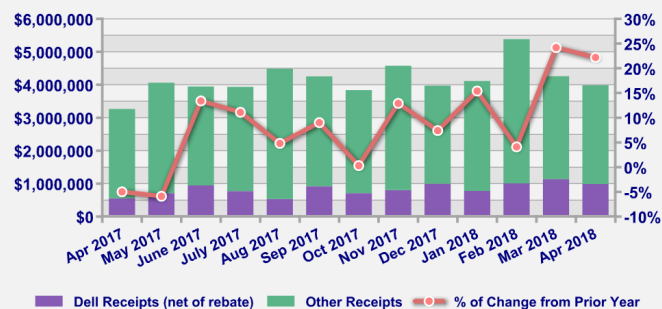
Round Rock by the Numbers

FY 2017/18 - Second Quarter - 03/31/2018

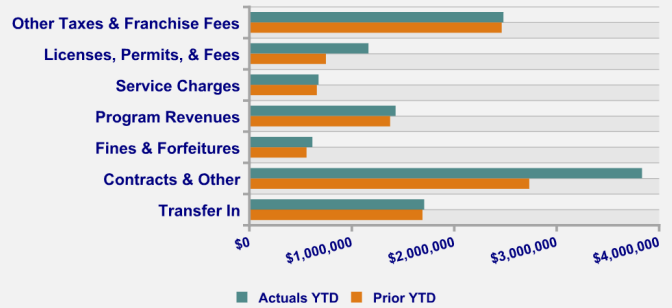
Sales Tax Actuals vs. Projections - Gen Fund Only



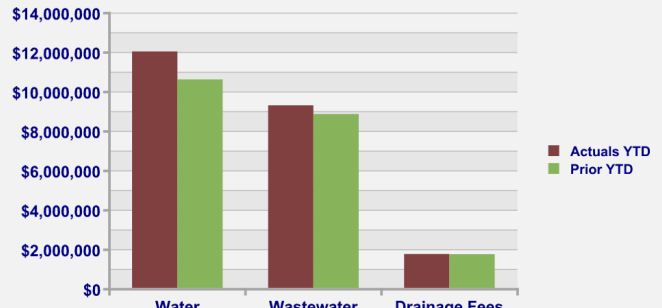
Rolling 12 Month - General Fund Sales Tax



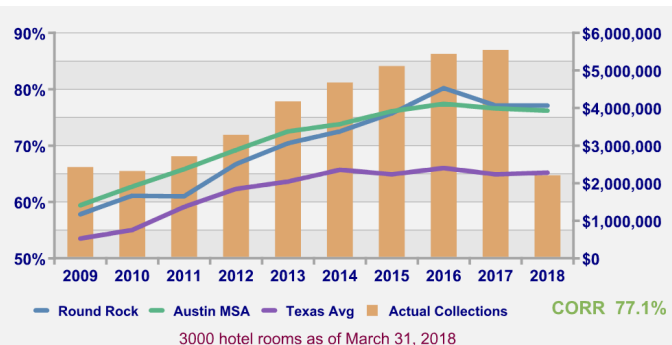
Other General Fund Revenues



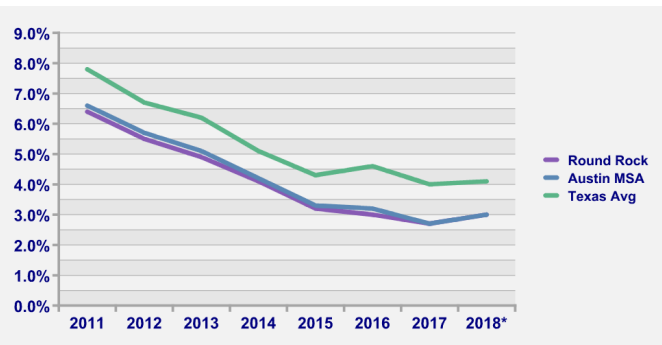
Utility Revenues



Hotel Occupancy Rates and Revenues

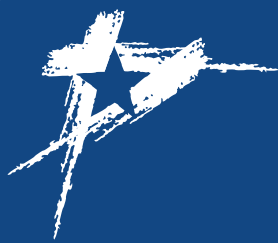


Unemployment Data



Notes & Comments

- Sales tax receipts through April (on sales through February) are up 15.36% over the prior year-to-date, largely because Dell receipts are trending 50.55% over the prior year-to-date.
- Most property tax collections occur from November through January each year. Collections have been strong in 2017/18 and budgeted revenues have been met.
- Utility revenues are trending in line with budget over the first half of the fiscal year. Water revenues for 2017/18 include the 3.5% rate increase that went into effect on 10/1/2017.
- Hotel occupancy tax and venue tax revenues are trending strong and are in line with budget over the first half of the fiscal year.
- Overall for GF revenues – In addition to strong sales tax and property tax collections, all other General Fund revenues appear strong and on target overall.
 - Contracts & Other are well ahead of prior year actuals YTD because of higher reimbursement revenues for Fire Protection from Williamson County ESD #9. These revenues are based on assessed property value within the ESD which had strong growth from the prior year.



Round Rock by the Numbers

FY 2017/18 - Annual Facts

Tax Information

	2017/18	2016/17
Population	111,387	108,353
Property Tax Rate	\$ 0.43000	0.42500
M&O .28786 Debt .14214		
Median Home Value	\$ 227,714	208,906
Taxable Property Value (billions)	\$ 12.5	11.3
Property Tax per Capita	\$ 482.47	414.07

Taxing Entities

CORR	\$	0.430
Williamson County	\$	0.467
RRISD	\$	1.305
ACC	\$	0.100
Upper Brushy Creek	\$	0.020
Total Tax Rate (includes CORR)	\$	2.322

Top 10 Property Taxpayers (sorted by rank as of Oct 2017)

Dell Computer Holdings, LP
 CPG Round Rock, LP (Premium Outlets)
 CMF 15 Portfolio, LLC (Colonial Grand Apt)
 Baltgem Development Group (La Frontera Village)
 Columbia / St. Davids Healthcare
 Fisher-Rosemount Systems Inc. (Emerson)
 Dell Computer Corp.
 BAEV-LASALLE RR University Blvd (University Commons Shopping Ctr)
 FST La Frontera LLC (La Frontera @ Hesters Xing)

Debt Information

GO Bond Rating:	S & P	AA+
Utility Bond Rating:	S & P	AAA

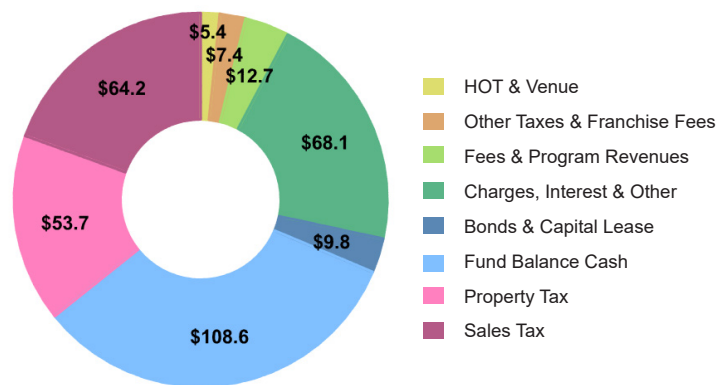
Outstanding as of 9/30/2017 (millions)

GO & CO Bonds	\$	196.9
Capital Lease	\$	9.8
Utility / Drainage	\$	131.1 / 7.4
HOT	\$	4.4
Sports Center	\$	7.3
Type B	\$	17.5

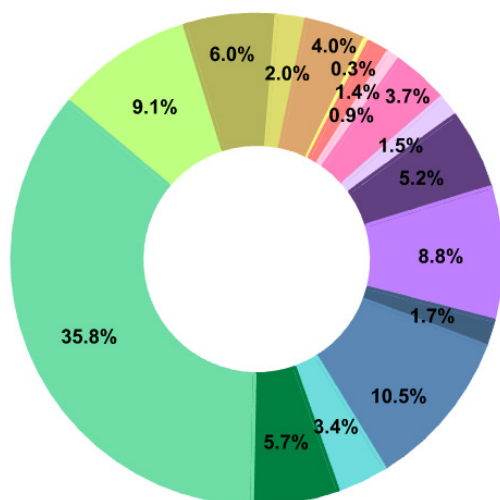
City Employees

FTEs	956.26	Dept Total
Sworn Police*	175	251
Firefighters	144	152
*School Resource Officers -	10 SROs + 2 Sgts	

Total Revenues & Funding Sources 2017/18 - \$329.9 million



Total Adopted Budget 2017/18 - \$329.9 million



	(millions)
Police	\$ 30.1
Fire	\$ 19.9
Fiscal Support Services	\$ 6.5
Transportation	\$ 13.2
Communication	\$ 1.1
General Services	\$ 4.6
Library	\$ 2.8
Parks and Recreation	\$ 12.3
Planning and Development	\$ 4.8
Support Services	\$ 17.3
Water/Wastewater/Drainage	\$ 29.0
Sports Management	\$ 5.7
Debt Principal & Interest	\$ 34.6
Administrative Charges	\$ 11.1
General SFC	\$ 18.8
Capital Improvement Projects	\$ 118.1



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2017-2018 Operating Budget. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2018-5428

New General Fund Positions

The following additional FTEs are recommended to be funded for the General Fund to help meet the immediate staffing needs. The proposal amendment increases the General Fund budget by a total of \$607,658 and adds 8.00 FTEs to the authorized personnel count citywide. These positions will be funded by higher than expected Sales Tax revenues in the General Fund.

- 1) *Building Construction Superintendent for General Services:* General Services is seeking a Superintendent to help accommodate the fast-paced growth & development of City facilities and projects by providing additional assistance to the Department. This will increase the General Services Department's authorized personnel count by 1.000 FTEs. The amendment for this position will increase the General Fund budget by \$26,653.
- 2) *Fire Station #9 FTEs:* Fire is seeking to add six firefighters to add an engine company to Station #9 on FM 3406 with an addition of personnel and equipment to address response needs in that district. This will increase the Fire Department's authorized personnel count by 6.000 FTEs. The amendment for these positions will increase the General Fund budget by \$206,822.
- 3) *Management Analyst:* The City Administration Department is requesting to add a Management Analyst to conduct research on special projects. This will increase the City Administration Department's authorized personnel count by 1.000 FTEs. The amendment for this position will increase the General Fund budget by \$24,941.

Transferred Utility Fund Position

This amendment transfers one (1) Meter Services Rep position from the Utility Fund to the General Fund. The proposal amendment decreases the Utility Fund budget by a total of \$5,629 and the authorized personnel count by 0.625 FTEs. This amendment will increase the General Fund budget by a total of \$21,656 and the authorized personnel count by 1.000 FTE. This position will be funded by higher than expected Sales Tax revenues in the General Fund.

- 4) *Finance Repurposing Vacant Position:* The Finance Department is requesting to add a Purchaser position by repurposing a vacant Meter Services Rep position in the Utility Billing division in the Utility Fund. An additional Purchaser will support the procurement of goods and services for City Departments. This will increase the total Finance Department's authorized personnel count by 0.375 FTEs. The Purchasing Division in the General Fund will increase by 1.000 FTE and the Utility Billing Division in the Utility Fund will decrease by 0.625 FTEs.

Increased General Fund Position

This amendment also increases one (1) Planning Manager position in the General Fund. This proposal amendment increases the General Fund budget by a total of \$30,840 and the authorized personnel count by 0.250 FTEs. This position will be funded by higher than expected Sales Tax revenues in the General Fund.

- 5) *Increase Planning Manager Position to Full Time:* The Planning Department is requesting to increase a Planning Manager position from 0.750 FTEs (30 hours per week) to full-time 1.000 FTE. The Planning Department has reorganized such that the Planning Manager now supervises additional staff and has an increased workload.

Other General Fund Items

This amendment also recommends funding needs not related to new or existing positions in the General Fund.

- 6) *Increase for Fire Overtime:* The Fire Department's overtime expense will exceed budget due to expanded needs from opening Fire Station #9. This amendment for the overtime expense will increase the General Fund budget by \$350,000.
- 7) *Increase Expense and Revenues for Fire Opioid Grant:* The Fire Department has received an Opioid Emergency Response Pilot Grant through the Health and Human Services Commission in the amount of \$1,575,000. This amendment will increase the General Fund budget by \$1,325,000 in expenses and by \$1,325,000 in off-setting revenues.

ORDINANCE NO. O-2018-5428

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2017-2018.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2017-2018 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

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

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

READ and **APPROVED** on first reading this the ____ day of _____,
2018.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2018.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****FY 2018 Budget Amendment
Full Time Equivalent Additions & Funding**

	<u>FY 2018 Budget</u>
General Fund	
Source of Funds:	
Excess Sales Tax Revenues	\$ (663,321)
Opioid Grant Reimbursement	(1,325,000)
Expenditures:	
Planning & Development (Additional 0.25 FTE for position))	30,840
Fire Station #9 (6 New FTEs)	206,642
Fire- Additional Overtime Funding	350,000
General Services (1 New FTE)	26,653
Finance-Purchasing <i>Repurpose UB vacancy</i> (1 New FTE)	24,156
City Administration (1 New FTE)	25,029
Fire Opioid Grant	1,325,000
General Fund Balance - net effect	<u>\$ 0</u>
Utility Fund	
Source of Funds:	\$ -
Expenditures:	
Utility Billing & Collections (-0.625 FTEs) Repurpose vacant position	(9,630)
Utility Fund Balance - net effect	<u>\$ (9,630)</u>



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/10/2018

Dept Director: Laurie Hadley, City Manager and Ben White, Round Rock Chamber

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2018-5448