



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
Matthew Baker, Councilmember-Elect, Place 3

Thursday, May 24, 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. OATH OF OFFICE:

- D.1 [2018-5478](#) [Administration of the oath of office to the newly elected Councilmember for Place 3.](#)

E. 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.

F. STAFF PRESENTATIONS:

- F.1 [2018-5481](#) [Consider a presentation regarding the graduation of participants in the Round Rock UniverCity program.](#)

G. CONSENT AGENDA:

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

- G.1 [2018-5477](#) [Consider approval of the minutes for the May 10, 2018 City Council meeting.](#)

- G.2 [2018-5428](#) [Consider an ordinance adopting Amendment No. 1 to the FY 2017-2018 Operating Budget. \(Second Reading\)](#)
- H. **RESOLUTIONS:**
- H.1 [2018-5494](#) [Consider a resolution authorizing the Mayor to execute an Estoppel Certificate and Consent to the Assignment of the Tax Abatement Agreement with DAC Texas 1, LLC.](#)
- H.2 [2018-5491](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement and an accompanying Work Made for Hire Agreement with Arsenal Advertising, LLC for branding and marketing services.](#)
- H.3 [2018-5476](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase and installation of lighting for phase two of the Clay Madsen Recreation Center Field Lighting Project.](#)
- H.4 [2018-5472](#) [Consider a resolution authorizing the purchase of a drainage easement from the SPJST Lodge for the Utilities and Transportation facility on Luther Peterson Place.](#)
- H.5 [2018-5450](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Lisa Rae Street Improvements Project.](#)
- H.6 [2018-5460](#) [Consider a resolution authorizing the Mayor to execute the Fifth Amendment to the Amended and Restated Consent Agreement Among RSP Partners Development, L.P., SEDC Devco, Inc., and Siena Municipal Utility District Nos. 1 and 2.](#)
- H.7 [2018-5453](#) [Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Steven Brink.](#)
- H.8 [2018-5501](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.158 acre, and a public utility easement interest in and to approximately 0.123 acre, from property owned by Robinson Land Limited Partnership, et al. for the construction of proposed improvements to RM 620, and take other appropriate action \(Parcel 1/1PUE\).](#)
- H.9 [2018-5456](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with Halff Associates, Inc. for the RM 620 Safety Improvements Project - Design Phase.](#)
- H.10 [2018-5457](#) [Consider a resolution authorizing the Mayor to execute a Contract with Partners Remodeling, Restoration and Waterproofing for the 2016 CDBG Sidewalk Project - Austin Avenue.](#)
- H.11 [2018-5462](#) [Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Company, Inc. for the Signal Construction at University Boulevard and Bartz Driveway.](#)

I. ORDINANCES:

- I.1 [2018-5461](#) [Consider an ordinance amending Chapter 44, Code of Ordinances \(2010 Edition\), to establish standards for network nodes and node support poles in the public right-of-way and adopt a Design Manual for the Installation of Network Nodes and Node Support Poles. \(First Reading\)*](#)

J. APPOINTMENTS:

- J.1 [2018-5504](#) [Consider one or more appointments to the Brushy Creek Regional Utility Authority \(BCRUA\) board of directors.](#)

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**L. ADJOURNMENT**

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

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 this 18th 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: D.1

Title: Administration of the oath of office to the newly elected Councilmember for Place 3.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-5478



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation regarding the graduation of participants in the Round Rock UniverCity program.

Type: Presentation

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Joe Brehm

Cost:

Indexes:

Attachments:

Department: Parks and Recreation Department

Text of Legislative File 2018-5481



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the May 10, 2018 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 051018 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-5477



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 10, 2018

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

The Round Rock City Council met in regular session on May 10, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:00 pm.

ROLL CALL

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

Absent: 1 - Councilmember Frank Leffingwell

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

The three citizens wishing to speak, spoke during the proclamation, Item E1. There were no other citizens wishing to speak.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2018-5439](#) Consider proclaiming May 2018 as "Historic Preservation Month" in the City of Round Rock.

Mayor Morgan called up the three citizens wishing to speak at this time: Ellen Skoviere, Shirley Tynan, and Shirley Marquardt.

STAFF PRESENTATIONS:

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

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

APPROVAL OF MINUTES:

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

A motion was made by Councilmember Flores, seconded by Councilmember Baese, to approve the Minutes. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

Laurie Hadley, City Manager and Robert Isbell, Fire Chief made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

- H.2** [2018-5413](#) Consider a resolution authorizing the Mayor to execute the Seventh Amendment to the Development Agreement with NNP -Teravista LLC.

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

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

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

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

Heath Douglas, IT Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

Heath Douglas, IT Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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).

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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).

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

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

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

Michael Thane, Utilities and Environmental Services 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 - Mayor Morgan
Councilmember Young
Councilmember Flores
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Councilmember Leffingwell

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.

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

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

H.12 [2018-5435](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Cost Sharing of the Zebra Mussel Control Project.

Michael Thane, Utilities and Environmental Services 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 - Mayor Morgan
Councilmember Young
Councilmember Flores
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Montgomery

Nay: 0

Absent: 1 - Councilmember Leffingwell

H.13 [2018-5427](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ending March 31, 2018.

Susan Morgan, CFO made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

ORDINANCES:

I.1 [2018-5428](#)

Consider an ordinance adopting Amendment No. 1 to the FY 2017-2018 Operating Budget. (First Reading)(Requires Two Readings)

Susan Morgan, CFO made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Leffingwell

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

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.

The City Council recessed to executive session. Mayor Morgan called the session to order at 7:40 and adjourned it at 9:27 p.m.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 9:29 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2017-2018 Operating Budget. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/24/2018

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: H.1

Title: Consider a resolution authorizing the Mayor to execute an Estoppel Certificate and Consent to the Assignment of the Tax Abatement Agreement with DAC Texas 1, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Laurie Hadley, City Manager/Ben White, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Manager's Office

Text of Legislative File 2018-5494

RESOLUTION NO. R-2018-5494

WHEREAS, the City of Round Rock (“City”) and DAC Texas 1, LLC (“DAC Texas”) are parties to a Property Tax Abatement Agreement (“Agreement”) with an effective date of January 8, 2014; and

WHEREAS, the Property Tax Abatement Agreement has not been amended, modified, or terminated; and

WHEREAS, DAC Texas desires to assign to Round Rock Property Investors, LP the rights of DAC Texas under the Agreement; and

WHEREAS, the Council wishes to approve an Estoppel Certificate and an Assignment of Tax Abatement Agreement with DAC Texas 1, LLC, Now Therefore

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

That the Mayor is hereby authorized to execute on behalf of the City an Estoppel Certificate and an Assignment of Tax Abatement Agreement with DAC Texas 1, LLC, a copy of which is attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ESTOPPEL CERTIFICATE

The undersigned hereby confirms to ROUND ROCK PROPERTY INVESTORS, LP, a Delaware limited partnership (together with its successors, assigns, and lenders, the "Buyer"), the following:

- A. DAC Texas 1, LLC, a Texas limited liability company ("**DAC Texas**") and the City of Round Rock, Texas, A Texas home rule municipal corporation (the "**City**") are parties to a Property Tax Abatement Agreement with an effective date of January 8, 2014, a copy of which is recorded in the official records of Williamson County, Texas as Instrument Nos. 2014003421 and 2014008340 (the "**Tax Abatement Agreement**"). The Tax Abatement Agreement has not been amended, modified, or terminated.
- B. As of the date of this Certificate, no default exists under the Tax Abatement Agreement on the part of either DAC Texas or the City.
- C. As of the date of this Certificate, the City has no defense to enforcement of the Tax Abatement Agreement in accordance with its terms, nor any right of setoff or counterclaim with respect to the obligations thereunder.

This Certificate is made with knowledge by the undersigned that Buyer will rely upon this Certificate.

Dated this ____ day of _____, 2018.

THE CITY OF ROUND ROCK, TEXAS

Craig Morgan, Mayor

Approved as to form:

Stephan L. Sheets, City Attorney

Prepared by and return to:
James D. Thornton
Thornton & Associates, PLC
4449 Cox Road
Glen Allen, VA 23060

ASSIGNMENT OF TAX ABATEMENT AGREEMENT

THIS ASSIGNMENT OF TAX ABATEMENT AGREEMENT (this “**Assignment**”) is made this _____ day of _____, 2018, from **DAC TEXAS 1, LLC**, a Texas limited liability company (“**DAC Texas**”), to **ROUND ROCK PROPERTY INVESTORS, LP**, a Delaware limited partnership (“**RRPI**”).

Recitals

By deed recorded simultaneously herewith, DAC Texas has conveyed to RRPI the real property located in the City of Round Rock, Williamson County, Texas more particularly described in Exhibit A attached to this Assignment and made a part of this Assignment (the “**Property**”).

DAC Texas and the City of Round Rock, Texas (the “**City**”) are parties to a Property Tax Abatement Agreement with an effective date of January 8, 2014, a copy of which is recorded in the official records of Williamson County, Texas as Instrument Nos. 2014003421 and 2014008340 (the “**Tax Abatement Agreement**”).

DAC Texas desires to assign to RRPI the rights of DAC Texas under the Tax Abatement Agreement.

Assignment

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RRPI and DAC Texas hereby agree as follows:

1. Recitals, Definitions. The above recitations are incorporated by reference herein. Capitalized terms used and not defined in this Assignment will have the meanings assigned to those terms in the Tax Abatement Agreement.
2. Assignment and Assumption of Rights Under Tax Abatement Agreement. As of the Effective Date, as defined below, DAC Texas assigns, transfers, and sets over to RRPI all of DAC Texas’s right, title, and interest in and to the Tax Abatement Agreement. DAC Texas agrees to execute and deliver to RRPI any application, instrument, or certification required by the City to confirm the assignment and transfer contemplated by this Agreement, any such application, instrument, or certificate to be subject to the reasonable approval of DAC Texas. As of the Effective Date, RRPI accepts such assignment and agrees to assume the obligations of DAC Texas under the Tax Abatement Agreement. The “**Effective Date**” of this Assignment is the later of (i) the date of the conveyance of the Property from DAC Texas to RRPI, or (ii) the date the City consents to this Assignment by the appropriate action of its governing body.

3. Representations. DAC Texas represents and warrants to RRPI that (a) DAC Texas has not previously assigned, transferred, or pledged its rights under the Tax Abatement Agreement to any third party, except those encumbrances that have been fully released concurrently with DAC Texas's execution and delivery of this Assignment, and (b) the Tax Abatement Agreement is in full force and effect and no default thereunder by DAC Texas has occurred and is continuing.

4. Mutual Indemnity. DAC Texas hereby agrees to indemnify RRPI against, and hold RRPI harmless from, any and all cost, liability, loss, damage, or expense (including without limitation an Abatement Recapture, and also including reasonable attorneys' fees) arising or accruing from a violation of the representations and warranties set forth in Paragraph 3 above, or arising or accruing from any default by DAC Texas in its performance or observance of, or the failure to perform or observe, any agreement or obligation of DAC Texas under the Tax Abatement Agreement occurring before the Effective Date. RRPI hereby agrees to indemnify DAC Texas against, and hold DAC Texas harmless from, any and all cost, liability, loss, damage, or expense, (including without limitation an Abatement Recapture, and including reasonable attorneys' fees) from any default by RRPI in its performance or observance of, or the failure to perform or observe, any agreement or obligation of RRPI under the Tax Abatement Agreement occurring on or after the Effective Date.

4. Successors and Assigns. RRPI and DAC Texas agree that this Agreement is binding upon and shall inure to the benefit of their respective successors and assigns.

5. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Texas.

[Signature Pages Follow]

IN WITNESS WHEREOF, RRPI and DAC Texas have executed this Agreement pursuant to due authority.

DAC TEXAS 1 LLC,
a Texas limited liability company

By: Douglas Allred Company, a California
corporation
Its: Co-Manager

By: _____
Name: _____
Its: _____

By: Jammer I LLC, an Arizona limited liability
company
Its: Co-Manager

By: _____
Name: _____
Its: _____

The City of Round Rock consents to this Assignment of Tax Abatement Agreement.

Craig Morgan, Mayor

Dated this ____ day of _____, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)

County of San Diego)

On _____ before me, _____
personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ROUND ROCK PROPERTY INVESTORS, LP,
a Delaware limited partnership

By: Frontera Louis Management Inc., its Manager

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, the _____ of Frontera Louis Management Inc., which is Manager of **ROUND ROCK PROPERTY INVESTORS, LP**, a Delaware limited partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____
Registration No.: _____

EXHIBIT A

LEGAL DESCRIPTION



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement and an accompanying Work Made for Hire Agreement with Arsenal Advertising, LLC for branding and marketing services.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$200,000.00

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2018-5491

Contract Approval Request in which the scope of work includes:

1. Print and Digital Marketing to Continue Strengthening the Overall Sports Capital of Texas Brand
2. Social Media and Website Optimization
3. Major Update to the Round Rock Visitors Guide
4. Public Relations to Promote New Tournaments and Events

Cost: \$200,000.000

Source of Funds: HOT Funds

RESOLUTION NO. R-2018-5491

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services for a new marking plan for the City’s Convention and Visitors Bureau and other related services; and

WHEREAS, Arsenal Advertising, LLC has submitted an Agreement for Professional Consulting Services and a Work Made for Hire Agreement to provide said services; and

WHEREAS, the City Council desires to enter into said agreements with Arsenal Advertising, 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 an Agreement for Professional Consulting Services and a Work Made for Hire Agreement with Arsenal Advertising, 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 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES
WITH
ARSENAL ADVERTISING, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

That this Agreement for consulting services, specifically for a new Convention and Visitors Bureau Marketing Plan and related services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of May, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City"), and Arsenal Advertising, LLC, whose offices are located at 1201 West 6th Street, Suite C, Austin, Texas 78703 (referred to herein as the "Consultant").

RECITALS:

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

WHEREAS, City desires to have Consultant provide a new Marketing Plan for the City's Convention and Visitors Bureau and other related services; and

WHEREAS, the City has issued a "Request for Qualifications" ("RFQ") for the provision of services, and City has selected Consultant to provide the requested services; and

WHEREAS, the City has an existing Agreement with Arsenal Advertising, LLC approved by Resolution No. R-2017-4838 on October 12, 2017 related to a different package of professional services than set forth herein, and this Agreement shall have no effect on the terms and conditions of the existing agreement; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Consultant, whereby City is obligated to buy specified services and Consultant is obligated to sell same. The

Agreement includes the following: (a) City's RFQ designated RFQ No. 17-024 dated October 2017, attached hereto as Exhibit "A" and incorporated by reference herein; (b) Consultant's response to RFQ, attached hereto as Exhibit "B" and incorporated by reference herein; and (c) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Consultant's Response to RFQ;
- (3) City's RFQ, exhibits, and attachments.

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

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

D. **Services** mean the services identified in the attached Scope of Services.

E. **Consultant** means Arsenal Advertising, LLC, or any successors, assigns, subsidiaries or affiliates.

2.01 EFFECTIVE DATE, DURATION, AND TERM

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

B. The initial term of this Agreement shall be for one (1) year from the effective date hereof. Thereafter, this Agreement may be renewed for four (4) additional periods not to exceed twelve (12) months for each renewal, only upon the express written agreement of both parties.

C. City reserves the right to review the Consultant's performance at any time, and the City may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 SCOPE OF WORK

For the purposes of this Agreement, Consultant has issued its Scope of Services. Such Scope of Services is set forth in Consultant's Response to the RFQ and is attached as Exhibit "B." This Agreement, including all exhibits, shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

4.01 COSTS

A. Consultant shall be paid on the basis of actual hours worked in accordance with the page eleven (11) of Exhibit "B" ("Hourly Rate Schedule") attached hereto for the term of this Agreement. The fees for the initial one (1) year term of this Agreement shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)**.

B. The not-to-exceed fees for any additional renewal periods shall be calculated based upon the estimated hours required to complete the work for the renewal period and the Hourly Rate Schedule in Exhibit "B" and shall be included in the written agreement for each renewal period.

5.01 INVOICES

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

- A. Name and address of Consultant;
- B. Invoice number;
- C. Description of services rendered; and
- D. Completion dates.

6.01 NON-APPROPRIATION AND FISCAL FUNDING

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

7.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

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

8.01 GRATUITIES AND BRIBES

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

9.01 TAXES

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

10.01 ORDERS PLACED WITH ALTERNATE CONSULTANTS

If Consultant cannot provide the Services as specified, City reserves the right and option to obtain the services from another supplier or suppliers.

11.01 INSURANCE

Consultant shall meet all requirements as stated in the attached Request for Quote (including all attachments and exhibits), its Response, and as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

12.01 CITY'S REPRESENTATIVE

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

Nancy Yawn, CVB Director
City of Round Rock
221 East Main Street
Round Rock, Texas 78664
512-218-7094

13.01 RIGHT TO ASSURANCE

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

14.01 DEFAULT

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

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

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

15.01 TERMINATION AND SUSPENSION

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

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

C. Consultant has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, upon one hundred and twenty (120) days' written notice to City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Consultant, Consultant shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts

are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Consultant shall submit a statement showing in detail the Services satisfactorily performed under this Agreement to the date of termination. City shall then pay Consultant that portion of the charges, if undisputed. The parties agree that Consultant is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

16.01 INDEMNIFICATION

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

17.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

18.01 ASSIGNMENT AND DELEGATION

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

19.01 NOTICES

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

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

Notice to Consultant:

Arsenal Advertising, LLC
1201 West 6th Street, Suite C
Austin, TX 78703

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

20.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

21.01 EXCLUSIVE AGREEMENT

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

22.01 DISPUTE RESOLUTION

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

23.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

24.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures appear on the following page.]

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

CITY OF ROUND ROCK, TEXAS

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

ATTEST:

Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ARSENAL ADVERTISING, LLC

By: Anne Marie Scharrer
Printed Name: Anne Marie Scharrer
Title: C.E.O.
Date Signed: _____



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

REQUEST FOR QUALIFICATIONS

Marketing & Advertising Consulting Services
for
Round Rock Convention & Visitors Bureau

Solicitation - RFQ No. 17-024

October 2017
Exhibit "A"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

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City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

SECTION I GENERAL REQUIREMENTS

The City of Round Rock, Texas herein after "City", is soliciting Request for Qualifications to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), that possess the resources and expertise to provide Marketing and Advertising Consulting Services, herein referred to as "Services". Under this agreement, the City reserves the right to add supplemental marketing and advertising services throughout the term of this contract. All pricing structures and rates shall be negotiated and agreed in writing by both parties prior to execution.

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
RFQ Release Date	October 5, 2017
Deadline for Submission of Questions	October 12 @ 5:00 PM., CST
Deadline for City responses to questions	October 19 @ 5:00 PM, CST
Deadline for Submission of RFQ Responses	October 26 @ 3:00 PM., CST
Date of Short List Interviews	November 6 - 10, 2017

All questions regarding the solicitation shall be submitted in writing by October 12, 2017 @ 5:00 p.m., CST as noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Any notice of date changes will be posted to the City's website, shown above.

2. **SUBMISSION:**

- 2.1. Respondents shall submit one (1) evident signed "Original" and four (4) copies of the qualifications including one (1) electronic copy in "CD" format, and required attachments. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the qualifications. The qualifications must address all requirements of this RFQ regarding the proposed Round Rock Convention & Visitors Bureau Marketing and Advertising Consulting Services.

- 2.2. Respondents to this RFQ are responsible for all costs of Qualifications preparation.
- 2.3. All qualifications shall be received and time stamped at the City of Round Rock–City Hall prior to October 26, 2017 @ 3:00 p.m., Central Standard Time (CST) as specified in the Schedule of Events. Late Qualifications will not be considered under any circumstance and will be returned unopened, if return address is provided.
- 2.4. Qualifications should be placed in a sealed, separate envelope/package and correctly identified with the solicitation title, "Round Rock Convention & Visitors Bureau – Marketing and Advertising Consulting Services", RFQ No. 17-024, submittal deadline/opening date and time and "DO NOT OPEN". If submitting multiple responses, each response should be placed in a separate envelope and correctly identified with the solicitation title, RFQ number, submittal deadline/opening date and time, and "DO NOT OPEN". It is the respondent's responsibility to appropriately mark and deliver the Qualifications to the City by the specified date and time. The City will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFQ.
- 2.5. Receipt of all addenda (**Addendum Acknowledgment Form Attachment C**) to this RFQ should be acknowledged, signed and included in the qualifications.
- 2.6. Content: Qualifications submitted without this information may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. Attachments shall be returned with the RFQ response.
 - **Attachment A** - Reference Sheet
 - **Attachment B** - Qualifications Submittal Form and Execution of Qualifications Form
 - **Attachment C** - Addendum Acknowledgment Form
- 2.7. Qualifications Submittal Form and Execution of Qualifications (Attachment B): This form is to be completed and returned with the qualifications. It is to be signed by an "authorized agent" of your company.

NOTE: Failure to return attachments may result in disqualification of your RFQ response.

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

- 2.8.** All inquiries for additional information or clarifications between the Respondent and the City shall be directed to:

Michael Schurwon, CPPB, CTPM
Purchaser
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
e-mail: mschurwon@roundrocktexas.gov

NOTE: Any and all questions shall be in writing and must be received by the deadline on October 12, 2017 @ 5:00 p.m., (CST). The City shall NOT be responsible for failure of electronic equipment or operator error.

- 2.9.** Upon issuance of this RFQ, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of the RFQ with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this request for qualifications.

3. DELIVERY OF REQUIREMENTS:

- 3.1.** Signed and sealed qualification responses shall be submitted no later than October 26, 2017 @ 3:00 PM, (CST) to the City by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
City of Round Rock City Hall – Reception Desk, 1 st Floor 221 East Main Street Round Rock, TX 78664- 5299 Attention: Michael Schurwon Purchaser Hours – 8:00 a.m. to 5:00 p.m. Monday - Friday	City of Round Rock City Hall – Reception Desk, 1 st Floor 221 East Main Street Round Rock, TX 78664- 5299 Attention: Michael Schurwon Purchaser Hours – 8:00 a.m. to 5:00 p.m. Monday - Friday	City of Round Rock City Hall – Reception Desk, 1 st Floor 221 East Main Street Round Rock, TX 78664- 5299 Attention: Michael Schurwon Purchaser Hours – 8:00 a.m. to 5:00 p.m. Monday - Friday

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

4. QUALIFICATIONS OPENING:

- 4.1. Qualifications will be opened at the City of Round Rock, City Hall, 221 East Main Street, Council Chambers, Round Rock, Texas 78664.
- 4.2. Qualifications will be received until the date and time established for receipt. Qualifications shall be opened in a manner that does not disclose the contents before an award. Only the names of the respondents who submitted qualifications will be made public.

PART II TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondent to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **AGREEMENT TERM:** The term of the Agreement shall be for twelve (12) months from the date of award. After the initial term, the agreement may be renewed for four (4) additional twelve (12) month periods, only upon express written agreement of both parties, and only provided that the Consultant has performed each and every contractual obligation in the agreement.

If the Agreement is terminated, for any reason, the Consultant shall turn over all records to the City within fifteen (15) working days after completion of duties contained in the Agreement.
3. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

- 4. ADDITIONAL PROVISIONS:** Prices based on negotiations with the successful vendor and terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.
- 4.1.** Telephone, e-mail, and facsimile qualifications are not accepted in response to this RFQ.
- 4.2.** Responses cannot be altered or amended after opening.
- 4.3.** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.4.** The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 4.5.** All submitted qualifications responses shall become the property of the City after the RFQ submittal deadline/opening date.
- 4.6.** Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City.

SECTION III STATEMENT OF WORK

1. INTRODUCTION AND BACKGROUND

Round Rock, Texas, is a growing city in the Hill Country of Central Texas. With a population of over 100,000, this dynamic city is located just 15 miles north of the State Capital of Austin. Round Rock is the 31st largest City in Texas, according to the 2010 U.S. Census Bureau data. Major employers include Dell, TECO-Westinghouse, Dresser and Emerson. It has an award-winning park system, school district and is the one of the safest cities with a population of at least 100,000 population in the United States.

Round Rock promotes itself as the Sports Capital of Texas, the premier destination for youth, amateur and recreational sports. A variety of world-class parks, ball fields and the Round Rock Sports Center host a wide variety of tournaments and events year-round.

For the past thirteen years, the Round Rock CVB has been successful in promoting the community to visitors, attracting sporting events, conventions and other special events to positively impact the local economy. Every day, the CVB assists residents, visitors and the general public with any questions or information about the city.

Round Rock continues to build on its sports leadership position by staying true to the brand and building first-class sports facilities with the ideal infrastructure for any event including quality hotels, unique entertainment, fine dining and a wide range of shopping experiences.

Round Rock has invested significantly in the infrastructure needed to support a myriad of events. The city has invested millions of dollars in sports facilities, bolstered by an economic base that includes the headquarters of Dell and Emerson. Recently, \$14.9 million dollars was invested in the new Round Rock Sports Center, which adds a premier indoor showcase facility to already world-class outdoor venues that originally earned Round Rock its Sports Capital of Texas reputation. And in 2017, the city opened a 75-acre multi-purpose field complex.

As the Sports Capital of Texas continues to develop and grow, and the addition of an Embassy Suites and conference center and Kalahari Resorts, the RRCVB is seeking the assistance of a professional marketing/advertising company that has experience in sports, conventions and destination marketing categories. The services needed for this campaign include branding, messaging, creative development, print, interactive, multimedia ad production, media planning and buying, social media management, SEO and SEM strategies and implementation, account servicing and general account management.

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2. PROJECT BUDGET

The anticipated FY 2017/18 budget for this project is \$200,000. Estimated annual amount for each subsequent renewal period is \$200,000 however future budgets are dependent on approval by City Council, are subject to change and may be more or less than the original budgeted amount.

3. PROJECT OVERVIEW AND SCOPE

The objective of this project is to merge the brand into sports, meetings, and conventions, and general tourism.

The successful organization must embrace a collaborative approach to strategic development, have a proven brand philosophy/process, and demonstrate success in the following:

- Conducting a thorough assessment of the destination offerings, amenities and strategies.
- Creating a brand marketing strategy with specific implementation strategies.

The primary objectives of this destination brand initiative are:

- 3.1.** Work with the Round Rock Convention & Visitors Bureau (RRCVB) and key stakeholders to refine and develop the brand and brand promise that anchors the RRCVB in delivering cohesive messaging and visuals to better market us as a destination for sports events, meetings/conventions, groups and leisure travelers.
- 3.2.** Create a strategy for effectively communicating our brand to our target markets, stakeholders and visitors (through identity, image and marketing, etc.).

NOTE: The primary deliverables of this effort will be a marketing strategy and implementation plan to build and support the Sports Capital of Texas brand and integrate meetings, conventions, and general tourism.

SECTION IV
RESPONSE PARTICIPATION INSTRUCTIONS AND EVALUATION FACTORS

1. RESPONSE PARTICIPATION INSTRUCTIONS

Responses to this RFQ should be provided in the following numbered format as listed below.

The submittal must address your qualifications and previous work on destination branding initiatives. Proposals should be prepared by providing concise information. Emphasis should be placed on completeness and clarity of content.

- 1.1. Prefacing the response, the Respondent shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The response itself shall be organized in the following format and informational sequence:
 - A. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - C. **Corporate References:** Provide three references, for similar projects completed within the past five (5) years. Include the company name, telephone number, type name, and email address of the contact person. List and describe the services provided to each client. Refer to Attachment A – Reference Sheet. Additional pages may be used to describe services provided to each reference.

Please answer and include in the response the following topics and provide the requested information in your response.

- 1.2. Share your point of view of our current challenges, opportunities and perceptions.
- 1.3. Demonstrate how your agency is distinctive from other agencies or experts in this field.
- 1.4. Detail your approach to developing a one-year marketing implementation plan.
- 1.5. The Round Rock Convention & Visitors Bureau believes in quality balanced with efficiency. Describe how your process and methodology produce project success sooner than your competitors.

- 1.6. Biographies: Provide biographies of the individuals from the firm who will be working on the project, including areas of responsibility. Clearly designate the project manager for this project and responsibilities of other team members.
 - 1.7. Case Studies (Current): Provide three detailed case studies of your current work on destination/regional branding assignments.
 - 1.8. Case Studies (Previous): Provide three detailed case studies of your previous work on sports destination branding assignments.
2. **EVALUATION CRITERIA, SELECTION AND AWARD PROCESS:** Responses should be submitted in the most favorable terms. The City will use the following procedure to select a vendor from the Respondent(s) to this RFQ.
- 2.1. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria as follows:

Total: 100%

 - Tourism Experience – 20%
 - Destination Branding Experience – 20%
 - Personnel Qualifications – 20%
 - Approach to Work – 20%
 - Case Studies – 20%
 - 2.2. Select the most highly qualified respondent based on the evaluation criteria applied to RFQ responses, then optional shortlist interviews and presentations may be held.

NOTE: Short-listed respondents may be invited for a presentation and interview to address questions posed by the Round Rock Convention & Visitors Bureau Director and to clarify their responses through exhibition and discussions.
 - 2.3. Attempt to negotiate an annual contract for the required marketing consulting services with the most qualified respondent based on a fair and reasonable price schedule in accordance with professional fees not to exceed any maximum provided by law.
 - 2.3.1. If negotiations are successful, make a formal award
 - 2.3.2. If negotiations are not successful, formally end negotiations.
 - 2.4. Select the next most highly qualified respondent and attempt to negotiate a contract and proposed fee schedule with that respondent.
 - 2.5. The City shall continue this process until a vendor is selected for an award.

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**ATTACHMENT A
REFERENCE SHEET**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

Respondent (Company): _____

Name (Typed / printed): _____

Telephone number: _____

E-mail Address: _____

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications response. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services:

Name of Contact:

Title of Contact:

Company Name:

E-Mail Address:

Telephone #:

Fax #:

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
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October 2017

**ATTACHMENT A
REFERENCE SHEET
(Continued)**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

Respondent (Company): _____

Name (Typed / printed): _____

Telephone number: _____

E-mail Address: _____

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications response. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services:

Name of Contact:

Title of Contact:

Company Name:

E-Mail Address:

Telephone #:

Fax #:

City of Round Rock
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Marketing & Advertising Consulting Services
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**ATTACHMENT A
REFERENCE SHEET
(Continued)**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

Respondent (Company): _____

Name (Typed / printed): _____

Telephone number: _____

E-mail Address: _____

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services:

Name of Contact:

Title of Contact:

Company Name:

E-Mail Address:

Telephone #:

Fax #:

City of Round Rock
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Marketing & Advertising Consulting Services
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ATTACHMENT B

QUALIFICATIONS SUBMITTAL FORM AND EXECUTION OF QUALIFICATIONS

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFQ are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Qualifications or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Qualifications is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for qualifications.

RESPONDENT (COMPANY): _____

SIGNATURE (IN INK): _____

NAME (TYPED/PRINTED): _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FAX/CELL NO.: _____

E-MAIL ADDRESS: _____

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
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ATTACHMENT B

(Continued)

QUALIFICATIONS SUBMITTAL FORM AND EXECUTION OF QUALIFICATIONS

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

FEDERAL TAX IDENTIFICATION NUMBER (FIN): _____

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

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ATTACHMENT C

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

**Name
(Typed/printed):** _____

Title: _____ **Date:** _____

ORIGINAL

Arsenal

CITY OF ROUND ROCK / ROUND ROCK CONVENTION & VISITORS BUREAU
REVISED SCOPE OF WORK AND PRICE SCHEDULE

Arsenal Advertising
1201 W. 6th St. Suite C
Austin, TX 78703
512.320.9090
www.MightyArsenal.com

Contact: Anne Marie Scharrer
annemarie@MightyArsenal.com

RFQ No. 17-024


Anne Marie Scharrer

Exhibit "B"



Scope of Services

Thank you for the opportunity to work with the City of Round Rock Sports Management and Tourism. In our work with the Round Rock CVB for the last several years, we've been itching to enter the leisure tourism market. For years, we've recognized the growth and opportunities coming to the City of Round Rock, and we are ready to hit the ground running in this new direction. Again, we are so excited for the opportunity to partner with the city as they journey into meeting, convention and general leisure tourism.

Our past work with the Sports Capital of Texas has laid a strong foundation for the city to stand on. Continued updates to the Visitors Guide, the creation of complementary brands for new facilities and their responsive websites, and various print and digital campaigns targeted at sports events planners are just a few elements that form the base for the Sports Capital of Texas. As the brand merges sports, meetings, convention and leisure tourism, our job in the coming year will be to make sure our success story on paper is the same story that is happening in residents' and visitors' minds. We will show them that Round Rock is a viable contender standing on its own two legs as a formidable foe in destination tourism.

In anticipation of the upcoming year, we will continue to tell the overall story of the Sports Capital of Texas, while building the general tourism and meeting space offerings.

As your full-service advertising agency, our professional services would focus on five key areas of communications support:

1. Exploration and Research to Enter the New Market
2. Print and Digital Marketing to build the meeting and leisure travel awareness
3. Social Media and Website Optimization
4. Major Update to the Round Rock Visitors Guide
5. Public Relations to Promote New Offerings

Specifics of each area are subject to change after goal setting and exploration with client.

Exhibit "B"



1. Exploration and Research to Enter the New Market

The following is a proposed estimation. This timeline should be understood with an assumption of flexibility; it is subject to change based on budget limits, time constraints and mandatory deliverables to be decided upon by RRCVB.

Our process is first and foremost guided by collaboration between Arsenal and Round Rock to jointly develop marketing objectives, communications and advertising strategies. The first step in the Arsenal process always involves exploration and research. An emphasis on collaboration is pivotal at this point, because knowing the goals of all key stakeholders in Round Rock for this transition will lead the direction and ensure all expectations are met.

A. What does the timeline for the next 12 months look like?

- MONTH 1:** Kickoff meeting, initiate primary and secondary research
- MONTH 2:** Continue primary research with focus groups and stakeholder interviews
- MONTH 3:** Conclude primary and secondary research
- MONTH 4:** Synthesize findings/produce Initial recommendations and present to core RRCVB team
- MONTH 5:** Develop creative brief and messaging platform
- MONTH 6:** Finalize messaging platform, create branding variations and tagline
- MONTH 7:** Present final report, logo variations and tagline
- MONTH 8:** Create brand standards, start website refresh process, media plan, social media strategy
- MONTH 9:** Present ad campaign comps, continue website refresh
- MONTH 10:** Create ad campaign and implement media plan and social media strategy
- MONTHS 11-12:** Launch ad campaign and launch website refresh

Exhibit "B"



STAND FOR GOOD. BRAND FOR GOOD.

12 MONTH TIMELINE

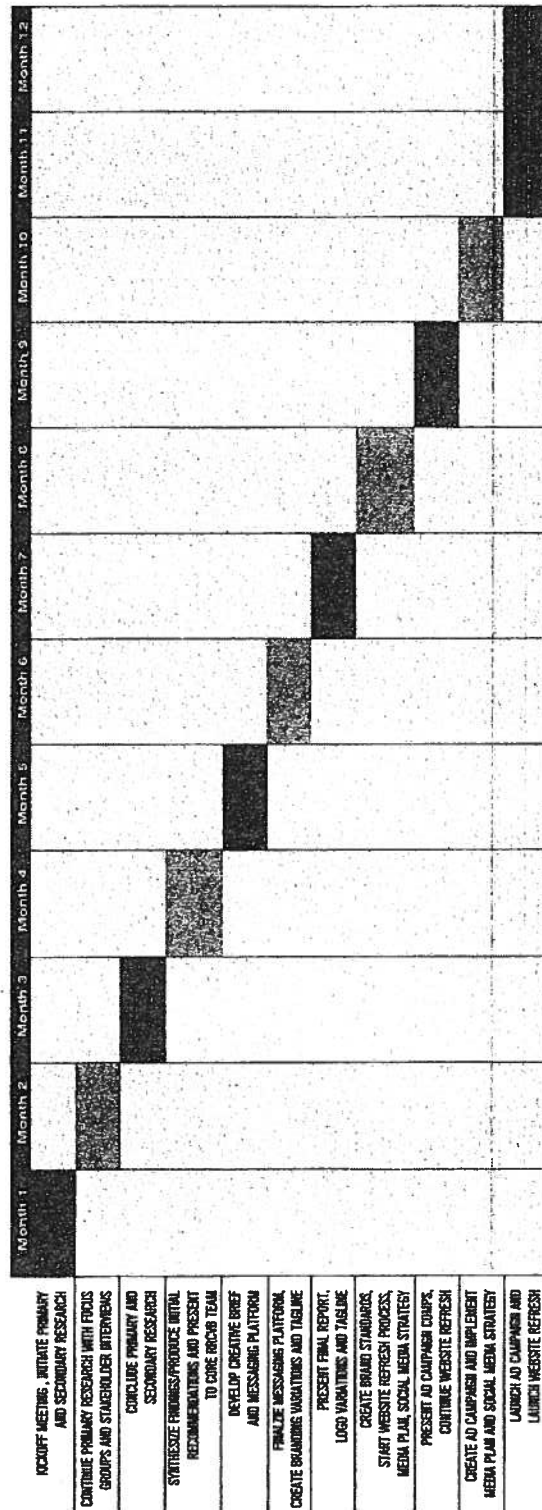


Exhibit "B"

CITY OF ROUND ROCK / ROUND ROCK CVB REVISED SCOPE OF WORK AND PRICE SCHEDULE



Q1 Leading Off

Day 1 Arsenal will collaborate with the core team at the RRCVB to review timelines, objectives, roles and responsibilities and define key performance indicators. Soon after we will discuss audience segmentation for primary research, identify key stakeholders, determine in-depth interview subjects, plan focus groups, and create survey questions. Following this kick off, Arsenal will begin to conduct all primary and secondary research that pertains to Round Rock leisure and meeting tourism. This research might include all or some of the following: observations, focus groups, surveys/questionnaires and personal interviews of stakeholders, financials and other statistics provided by the RRCVB and City of Round Rock, travel statistics from the State of Texas, competitor research of other CVBs and general tourism campaigns, market trends as they pertain to travel, social media profiles and mentions for stakeholder businesses, and more.

Q1 Goals:

- Complete all primary and secondary research

Q2 In Full Swing

Upon completion of primary and secondary research, Arsenal will consolidate the data to create our initial recommendations for a general tourism brand position that works in harmony with current SCOT marketing efforts and present to the core RRCVB team. During this phase, we emphasize collaborative input from the RRCVB, working closely to ensure mutually aligned visions. From the data and our other market assessment tools, including SWOT analysis, we will produce a creative brief to guide the upcoming branding and tagline executions. From the brief we finalize our messaging platform, create branding variations (logo, colors and font) and produce tagline options for consideration by the RRCVB.

Q2 Goals:

- Consolidate research findings and formulate brand position
- Develop creative brief and create messaging platform
- Develop creative options for logo and tagline

Q3 Almost Home

In Q3 Arsenal will present our final report consisting of primary and secondary research results, as well as our logo variations and chosen taglines to the RRCVB. When all parties are in agreement over a chosen brand look, we will move forward with developing cohesive brand standards for all marketing materials, at which point Arsenal will then begin refreshing the SCOT website. Soon after we will establish print and digital media deliverables with a media plan and begin building out a social media content calendar. The Arsenal team will then begin development of an integrated ad campaign that consists of digital and print advertising, as well as continue to refresh the SCOT website.

Q3 Goals:

- Present research results to city council
- Create logo, tagline and universal brand standards
- Update website with new brand look and feel
- Create media plan and build out social media content calendar
- Create integrated ad campaign and present initial comps

Exhibit "B"



Q4 Mission Accomplished

During Q4, Arsenal will wrap up the year by implementing all of the work we have done previously. We will launch our approved brand campaign that utilizes a fresh brand position with insights gained from the primary and secondary research conducted at the beginning of the year. We will continue to build out our media plan for digital and print, and develop a content strategy to be implemented through a pre-planned editorial calendar for all of RRCVB platforms. *Time permitting, we will finalize an evolved visitors guide that reflects and incorporates our new take on leisure and meeting tourism.*

Q4 Goals:

- Create and launch finalized ad campaign
- Continue to implement media plan and social media strategy

B. What is the process for identifying stakeholders?

Stakeholders are defined as "any group or individual who can affect or is affected by the achievement of the organization's objectives." For the Round Rock Convention Visitors Bureau, they can thus fall into several categories: local government bodies, visiting tourists, permanent residents, and commercial players in the Round Rock tourism ecosystem including but not limited to: restaurants, hotels, convention centers, sports facilities, outdoor attractions, and indoor entertainment options.

A successful CVB is largely determined by successful stakeholders, and identifying who they are is not a black-and-white, beginning-and-end procedure; simply put, not all stakeholders are created equal. Some stakeholders may be stronger, or more influential, than others based on power (control of assets and economic pull), closeness and compatibility of relationship with the CVB (facilitating collaboration and involvement with organization), or centrality to other stakeholders (creating interrelations and possibilities of collaboration among stakeholders). We will determine key stakeholders based on a combined perspective of all three of these influencer metrics.

C. What is the suggested timeline (days, weeks and months) for interviewing stakeholders and collecting data?

Total time for primary/secondary research: 9 - 12 weeks

The bulk of our primary and secondary research would take place during the first nine weeks of Q1, with a three-week buffer period (Weeks 10 - 12) to conduct further research on any stakeholder segments that remain disproportionately represented. The specific dates for interviews/primary research methods would be established when key stakeholders have been identified with the collaboration of the RRCVB.

The primary and secondary research we conduct may include some or all of the following: observations, in-depth interviews, focus groups, surveys/questionnaires, travel statistics, competitor research, social media profiles and mentions, case studies, and more.

Exhibit "B"



D. What are the steps and timeline for completing secondary research.

Secondary data will be collected alongside the primary research initiatives; the two methods of data collection will conclude simultaneously at 9-12 weeks.

Secondary research involves collection of data that already exists. In order to provide a robust vision of our stakeholders and chart a successful path forward, Arsenal will examine secondary research that, when supplemented with psychographic data from primary research, will produce a dynamic view of the role tourism plays in Round Rock. This research will serve us well for the next year, and beyond, in our evolving view of stakeholders and their relationships with the CVB. It will help us recognize opportunities for joint-marketing efforts among different entities, as well as assist in highlighting strategic target points for Round Rock leisure and meeting tourism.

To collect this data, Arsenal will dive into online resources and request publicly available financials and economic statistics from the City of Round Rock, as well as travel statistics from the State of Texas. We will do competitor research on other CVBs and their respective general tourism campaigns, analyzing market trends and best practices for leisure and tourism marketing, and review case studies of pertinent challenges. We will scour social media profiles and mentions for the latest news from stakeholder businesses; we will also consider hiring a private research firm depending upon budget. This thorough data collection will ultimately lead to a more strategic brand position.

E. What is the proposed communication plan: how often will Arsenal staff meet with corr staff and provide updates?

Arsenal proposes a once-per-week scheduled check-in where we will discuss our timeline, KPI's and progress toward meeting yearly deliverables. In addition to this check-in, we are available daily by phone for any urgent needs/questions that may arise. Furthermore, we often find ourselves in downtown Round Rock for business, so you won't be surprised if we pop in to say 'hi!'

F. Deliverable: Marketing Report summarizing stakeholder interviews, secondary research and brand positioning - Proposed Date of Completion.

To be determined, once official timeline is in place.

G. Deliverable: Presentation of marketing research results to City Executives and Council. Date(s) and time(s) to be agreed upon by Arsenal and City.

To be determined, once official timeline is in place.

Exhibit "B"



2. Print and Online Marketing for the Sports Capital of Texas

Round Rock is growing beyond sports, and that growth means their print and digital presence must expand to new audiences with fresh tactics. Our creative executions in both media will highlight the energy and excitement of Round Rock while paying homage to the Sports Capital of Texas foundation built over the last several years.

Print materials may include, but are not limited to:

- Best of Round Rock Brochure
 - *Compile and highlight all the best places in Round Rock*
- Visitor Guide Refresh
 - *Evolve Visitor Guide to include meeting spaces and general market offerings*
- Print Campaign
 - *A pre-launch campaign promoting the new offerings*
- Utility Flyers
 - *Affordable way to keep the community involved and up-to-date*

Online Marketing materials may include, but are not limited to:

- Web Banners
 - *Complementary banners with print campaign on publication sites and retargeted web campaigns*
- E-Newsletter
 - *Capture emails from website and send out email newsletters to stay top-of-mind for meeting planners and visitors*
- Short Videos
 - *To be used for pre-roll ads, social media, cinema video, etc.*
- Device ID
 - *Geo-target around competitors and event shows*

Exhibit "B"



Our media buy will target meeting planners and general market leisure travelers to be determined during the exploration phase. As we have in the past, we will continue to negotiate for the very best ad placements with all of our trade media.

3. Social Media and Website Optimization

As Round Rock moves to general tourism, an increased portion of the target market will get their information online and from social media. To give Round Rock every competitive advantage, social media and other digital media will remain a priority of the marketing mix and we will keep it fresh and engaging.

Social Media

Moving beyond sports events and tournaments, the content for the Sports Capital social channels will expand to entice meeting planners and general tourism efforts. The targeting strategies will also expand to hyper target additional audiences (meeting planners, families, etc).

The elements of this scope of work related to social media may include, but are not limited to:

- Specialized content
 - *including recurring post series, emphasizing community stories, marketing campaign continuations onto all social channels, and user-generated content.*
- Daily content
 - *including holiday, seasonal, and general postings, capitalize on hashtags and trending moments, and community interaction plus engagement.*
- Targeting
 - *including adding and expanding in order to grow our audience to more specialized interests.*
- Social promotions
 - *and contests which will provide innovative consumer engagement opportunities.*

Website

Evolve the SportsCapitalofTexas.com website with fresh, engaging content (including photography, videos, narrative, and more), and evolve from solely sports-oriented messaging to communication for the new target audiences.

Deliverables for the website portion of this scope may include, but are not limited to:

- Shifting the focus to include general tourism and meeting planners
- Capturing emails for e-newsletter
- Integrating various tools for general tourism, such as Expedia and/or hotel integrations

Videos

As discussed in our previous proposal, video is the king of online content and shows no signs of slowing. For both the website and social media, our scope includes conceiving and creating new digital content to highlight Round Rock's new expanded offerings.

The scope also includes staying on top of trends and social media changes — Facebook, Instagram and Twitter constantly update their algorithms for promoting content, and we are diligent in staying in-tune with those platforms. Social videos will give Round Rock every advantage possible when promoting their venues and general offerings.

Videos and video production will be dependent on budget allocation.

Exhibit "B"



4. Major Update to the Round Rock Visitors Guide

The Visitors Guide is one of the most highly used marketing tools for tourism and is one of the most popular in the state. It's time for a general refresh of the guide to include a new emphasis on meeting and convention spaces, as well as new language for the general tourism market. The update will include both a print and online version.

5. Public Relations to Promote New Meeting Spaces

With the onboarding of Kalahari Resorts and Conventions, public relations efforts around this new space will be a component in marketing the city to meeting and convention planners. Arsenal/Round Rock CVB will work in conjunction with Kalahari to make sure the efforts are complementary.

Exhibit "B"



2018 - 2023 Hourly Rate Schedule

The below is our 2018 - 2019 Hourly Rate Schedule. In our work with CVB's, we know that city's operate on smaller budgets, so we are offering our non-profit rate of \$150 to the City of Round Rock Sports Management and Tourism.

Account Service – Senior Account Service	\$150
Account Service – Account Service	\$150
Account Service – Administrative	\$150
Account Service – Media Planning	\$150
Account Service – Media Buying*	\$150
Account Service – Strategy	\$150
Creative Service – Creative Direction	\$150
Creative Service – Content Strategy/Copywriting	\$150
Creative Service – Senior Art Direction	\$150
Creative Service – Art Direction/Design	\$150
Social Media Service- Strategy	\$150
Social Media Service- Development and Management	\$150

*For this particular scope, we will waive our standard agency commission of 15% of the gross paid media budget.

*Due to increasing costs of doing business, Arsenal anticipates a modest increase of 2% per year in 2020-2023.

Exhibit "B"



**CITY OF ROUND ROCK / ROUND ROCK CONVENTION
& VISITORS BUREAU MARKETING & ADVERTISING
CONSULTING SERVICES**

Arsenal Advertising
1201 W. 6th St. Suite C Austin, TX 78703
512.320.9090 www.MightyArsenal.com

Contact: Anne Marie Scharrer
annemarie@MightyArsenal.com

RFQ No. 17-024

Exhibit "B"

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Exhibit "B"

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Exhibit "B"



Thank you for the opportunity to propose our services. We would be honored to work with the Round Rock Convention & Visitors Bureau (RRCVB). Our response to the RFQ includes an executive summary, answers to the requested questions, our team, samples of our work, references and attachments.

1.1 EXECUTIVE SUMMARY

The City of Round Rock has always been dynamic and innovative; it's this progressive spirit that has pushed their reputation beyond "that city where Dell is." A forward-looking city council noticed great potential in their optimal Central location, and a star was born.

Early marketing naturally revolved around sports, as Old Settlers Park was one of the largest amateur sports facilities in Texas (and one of the largest in America). Money was invested in other sporting ventures to bolster this image of a recreationally-oriented community. The "Sports Capital of Texas" was beginning to take off.

Over time, Round Rock has exploded in growth to become one of the fastest-growing cities in the United States. More and more companies want to open locations here. The sports facilities are larger and more modern than ever. The shopping, dining, recreation, outdoors and leisure destinations are aplenty. And most recently, Kalahari Resorts announced plans to open a \$350M resort facility complete with overnight accommodations, an indoor/outdoor waterpark, meeting spaces and business convention capabilities.

Faced with such growth and offerings beyond sports, the city finds itself at a crossroads: How does our marketing of the "Sports Capital of Texas" merge to tell a larger story of Round Rock as a premier destination for meetings, conventions and family-friendly general tourism?

This is an exciting time for the Round Rock Convention & Visitors Bureau (RRCVB). The city is poised for continued growth and diversification like they have not seen before. There are a number of considerations, opportunities and challenges that must be balanced in order to reap the rewards of prosperity.

Arsenal is prepared to guide RRCVB toward comprehensive general tourism success. We have the team members and collaborative work processes to produce winning results. We have expertise in the destination marketing category, winning awards for Round Rock, Bastrop County and recognition for other local tourism work around the state. We have experience working with numerous Texas cities and hoteliers. And we have the past experience with RRCVB necessary to create a future game plan that truly works.

Here's to Round Rock. Here's to a new phase of growth and prosperity from expanded tourism. Here's to the Sports Capital of Texas.

A. BUSINESS ORGANIZATION

Arsenal Advertising, LLC
1201 W. 6th St Suite C

Austin, TX 78703 B.

AUTHORIZED

NEGOTIATOR

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Anne Marie Scharrer

1201 W. 6th St Suite C
Austin, TX 78703 512-320-9090
annemarie@mightyarsenal.com

C. CORPORATE REFERENCES (SEE ATTACHMENT A AT END OF PROPOSAL)

Description of Services: Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research, Media Planning and Buying, Social Media, Print and Digital Assets, Print and Digital Advertising, SEO/SEM, Website Design, Copywriting, Photography, Videography
Name of Contact: Adena Lewis

Title of Contact: Bastrop County Director of Tourism and Economic Development

Company Name: Bastrop County Tourism

E-Mail Address: adena.lewis@co.bastrop.tx.us

Telephone Number: 512-581-4011

Fax Number: 512-581-7178

Description of Services: Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research, Print and Digital Assets, Print and Digital Advertising, Copywriting, Signage, Videography, Out-of-Home Advertising

Name of Contact: Ryan Roach

Title of Contact: President

Company Name: Mineral Wells Area Chamber of Commerce & Visitors Bureau

E-Mail Address: ryan@mineralwellstx.com

Telephone Number: 940-325-2557

Fax Number: 940-328-0850

Description of Services: Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research, Media Planning and Buying, Radio Advertising, Print and Digital Assets, Print and Digital Advertising, SEO/SEM, Social Media, Copywriting, Photography

Name of Contact: Veronica Brown

Title of Contact: Associate Director of Communications

Company Name: Lone Star Circle of Care

E-Mail Address: vbrown@lscctx.org

Telephone Number: 512-686-0207 ext. 10120

Fax Number: 512-869-8502

1.2 CHALLENGES

As Round Rock joins the big leagues, competing not just for sports tourism but business, convention and general leisure tourism, it is more important than ever to move with cunning strategy. Why?

- Competition is fierce. Several Texas communities are currently outspending Round Rock in the development of new sports fields and facilities. Other cities have opened \$10M+ sports



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accommodations. A few

similar-sized cities have even started to make imitator claims (Frisco as "Sports City U.S.A., Waco attempting the "Sports Capital of Texas" claim).

- Specialization is key. It is important for Round Rock to own the "Sports Capital of Texas" while also promoting offers of business/convention/leisure tourism. We need to maintain the brand promise as a champion in sports tourism. We need to say it loud, say it proud, and then follow it up with "and look what else we have for you" messaging.
- Our star needs to shine bright. Merging into sports/business/convention/leisure tourism, Round Rock will have to distinguish itself from the bigger, more established cultural draw of Austin. We will have to emphasize our unique offerings so that we are not simply viewed as a "bedroom community" to Austin.
- Expanding into general market tourism will increase the number of competitor cities with similar offerings.

We believe that Round Rock has all the right pieces in place. The lineup is deep - going beyond world-class sports facilities, there are several 'only in Round Rock' destinations that are economic drivers attracting visitors from all over the state. And Round Rock continues to grow. The playing field is perfectly set to step up to the plate and knock general tourism out of the park. We are ready to smash the imitator attempts of other cities by boldly staking our claim to "Sports Capital of Texas," and then deliver an array of other reasons for visitors to come to Round Rock. Faced with a lineup of tourism heavy-hitters, it will be difficult if not impossible for other cities to compete on the same scale. **OPPORTUNITIES**

Round Rock has a history of bold moves that have reaped rewards. Starting with the development of Old Settlers Park, the Dell Diamond and Round Rock Express, and more recently the additions of the Round Rock Sports Center and Round Rock Multipurpose Complex, the City has put money into the sports segment and reaped economic rewards: IKEA named Round Rock their new home; the Round Rock Premium Outlets followed suit; Bass Pro Shops joined the huddle; and more and more businesses started calling Round Rock "home," leading to more economic growth from jobs, retail revenue, visitors (and possible future residents), better infrastructure, real estate agents, site locators, and so on. Most recently, \$350M Kalahari Resorts chose Round Rock over competing cities to be the site of their new project. This promises to be a game-changer for the city's economy, tourism, the diversification of visiting clientele, and the image of Round Rock as a major city with a draw all on its own.

This is the perfect time to stand up and shout what Round Rock has to offer: waterpark adventures, fantastic shopping, a charming downtown, IKEA, outdoor adventures in Brushy Creek and Old Settlers Park, a close proximity to Austin, delicious restaurants, world-class sporting facilities, meeting and convention spaces, and new infrastructure that provides a full familytourism experience for everyone from the kids to grandma.

PERCEPTIONS

On paper, Round Rock is a success story that has earned its right to an international reputation. Round Rock is a strong competitor and one of the fastest-growing cities in the United States. Thanks to an innovative and forward-thinking city government, Round Rock is a safe community (one of the safest in the U.S.) that serves as an ideal destination; visitors can shop, eat, and play, while residents can do the same and raise happy, healthy families. As the brand merges sports, business, convention and leisure tourism, our job in the coming year will be to make sure our success story on paper is the same story that is happening in residents' and visitors' minds. We will show them that Round Rock is a viable contender standing on its own two legs as a formidable foe in destination tourism.

Current perceptions of Round Rock include the following:

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- Round Rock is a

"Bedroom Community" to Austin. Many people still view Round Rock as a commuter city for families who work in Austin.

- Positive national rankings: Round Rock is one of the safest cities in the U.S., one of the best places to raise a family.
- Round Rock is a leader in sports tourism and used as an international case study. Tournament directors and planners have positive perceptions. However, the public does not know what is available within the facilities, largely because they are not all open for public play.
- There is not a lot of top-of-mind awareness among locals that Round Rock is the "Sports Capital of Texas." This lack of awareness can quickly change by following a set of recommendations and calling out our claim with consistency. Consistency and ubiquity will be key components of our strategic plan for Round Rock.
- Visitors view Round Rock's central location and convenience to major Texas metropolitan areas as a plus. 90% of the state's population lives within a 2.5 hour drive.

1.3 OUR AGENCY

Arsenal has previously served as the agency of record for the Round Rock Convention and Visitors Bureau (the Sports Capital of Texas), and our work includes branding, advertising, public relations and digital media. Because of our strategic approach and creative focus, our marketing for Round Rock has been recognized for numerous travel and tourism awards. These include Best Sports Ad Campaign by the Texas Association of Convention and Visitors Bureaus and back-to-back Campaign of the Year Awards (2014 and 2015) by the National Association of Sports Commissions.

Our quality work product comes from a leadership team that is seasoned and savvy. After more than a combined 30 years of working for traditional ad agencies, our two co-founders have learned this: People today are numb from too many products, too many ads, too many press releases and too many marketers competing for their time, attention and hard-earned money. That's why our goal is to develop meaningful, values-based brand messages and deliver them on the audience's terms. Whether that means traditional advertising, special events, online, direct marketing, or even reimagining the way the brand experience is delivered – everything we do is designed with the target audience in mind. Our core competencies include:

- Branding
- Market Research and Strategy
- Advertising
- Media Planning and Buying
- Print Marketing
- Interactive Marketing
- Multimedia Production
- Digital Marketing
- Social Media Marketing
- Web Design
- SEO and SEM Strategies and Implementation
- Account Servicing and Management

Here (4) Reasons Arsenal Is A Cut Above The Rest

4. We Know Round Rock

- Arsenal is uniquely qualified to understand Round Rock because we have been creating Sports Tourism and Marketing Campaigns for the City for many years. We are intimately connected to the city, its clientele and its offerings. We have a thorough understanding of where we've come from and where we are now; from here, we can best determine where to go and how to get there. We would like to emphasize that we will not be treating this future tourism as

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"business as usual."

Rather, we see it as an exciting launch point that represents everything we have been working toward with Round Rock. It is a chance to reinforce our claim as the

Sports Capital of Texas and to launch into a new arena of tourism marketing that will take an exciting turn away from just sports. We will make our general tourism attractions into all-stars and remind people why Round Rock is such a viable community full of promise.

3. We Know Destination Marketing

- We're no rookies when it comes to destination and hospitality marketing. As a marketing partner to the tourism/lodging industry, we have a proven track record with many clients throughout the state including Bastrop County, Lubbock Texas, Taylor Texas and the LBJ Library and Museum. Our work for Bastrop County Tourism has received accolades and recognition from hoteliers, city officials, citizens and visitors alike. Because of our fresh approach, Bastrop County selected Arsenal in 2013 as their agency of record in a partnership that continues today including branding, advertising, social media and digital media.

2. We're Nimble and Mighty

- Do you love bureaucracy and layers of red tape in an agency? Do you love sending a message and waiting as it slowly trickles down the chain of command, crosses over to another department, receives an answer and gradually rises back up to the top brass? No? Neither do we. With all of Arsenal's client relationships, there are zero boundaries between us and our partners; clients are in direct contact with our most senior employees at all times. Brainstorming sessions are aplenty, red tape is scarce, and decisions will be quickly implemented. Our status as an independent agency working out of one office allows us to move quickly and decisively for our clients. We may be small, but the work we produce is mighty.

1. We're All Family Here

- And we care about you. 90% of our clients are based in the Austin area, and we've maintained more than half of our clients for over five years. Part of the culture of our agency is treating every one of our clients like they are family. Established by a brother and sister team, we take care of our clients like we take care of each other. We've been known to go (literally) the extra mile for our partners and go above and beyond our scope of work for clients and projects that we truly believe in. In addition to branding and standing for good, we also choose to work with good people because a partnership with Arsenal is more than just a business affair; it's a family affair.

1.4 OUR ONE-YEAR PLAN

Arsenal is no stranger to Round Rock or the RRCVB. Even though we have collaborated together to produce exceptional work in the past, we will treat this new phase like a brand new client. So please allow us to re-introduce our philosophy to working with a client and our approach to producing winning results.

Our process is first and foremost guided by collaboration between Arsenal and our client to jointly develop marketing, communications and advertising strategies. We collaborate with our clients as much as possible in order to create campaigns that best meet their business objectives. In the beginning phases of a new project, we will coordinate a brainstorming session that allows us to create a strategy together. During this session, we can help guide a client's idea down a path that is strategically and creatively sound, or actively guide the conversation with ideas of our own, so that the end result is always one that both parties are happy with. We encourage informal calls from clients to provide ideas or to check in on projects at any time. This focus on partnership is key to fostering a healthy agency-client relationship.

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"That sounds wonderful! But

isn't it your job to come up with the idea?"

While we emphasize collaboration, we are always ready to take the reins and guide a project to completion on our own. We have proven internal processes in place to ensure success; when Arsenal sets out to solve a problem, we employ a 5-step procedure called DNARB to help us uncover the best solutions. DNARB is knowing the BRAND backwards and forward, and the following outlines the system in more detail:

- **Discovery** - The first step involves exploration. We fully immerse ourselves in any new client - traveling to its place of business, consuming its product or service, talking to patrons, talking to people who work there - getting a robust depiction of who our client is and what space it occupies in people's minds and hearts. We supplement this first-person research with second-hand information: news reports, articles, social media mentions, anything we can scour off the Internet, and any data or information provided directly by the client. We thoroughly educate ourselves on the demographic and psychographic data relevant to our target market(s) (or create this if necessary). This stage also involves deepdiving into past and present competitor research. Discovery is arguably the most important stage of DNARB; a house can only be as strong as its foundation.
- **Narrow** - The next step is fine-tuning and boiling everything down to its simplest and most digestible form. This is when you define the brand for exactly what it is. Honest, short, and straight to the point.
- **Assessment** - The third step is putting everything out on the table. We look at every aspect closely to see what works and what doesn't. It's here that we present the solutions that will hit our target market.
- **Reach** - Here, we take our finalized creative solutions and plan for their send off to the most relevant marketing channels. We decide on where our creative will most effectively hit our target market.
- **Blast Off** - All Systems Go! We hit the launch button and send our creative executions out into the world. Based on the campaign results, we make adjustments to ensure that our message is hitting the right people at the right time.
"Whoa. How did you come up with a system like DNARB?"

DNARB is a system that is guided by many time-honored tenets of marketing. By utilizing DNARB, we are leveraging many of the golden principles in marketing and advertising that include:

- Developing a Brand Position based on the 4 P's: Product, Price, Place, Promotion
- Conducting SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) in order to further develop a picture of the marketing landscape we inhabit
- Producing a Creative Brief that will isolate a key USP (Unique Selling Proposition) to guide any new campaign:
 - What are we marketing?
 - Who are we marketing to?
 - What do they currently think?
 - What do we want them to think?
 - What is the SMIT (Single Most Important Thing) we can tell them?
 - Why should they believe it?
 - What are the mandatories that must be included?
- Facilitating the 4 stages of creativity: Preparation, Incubation, Illumination, Verification- And more!

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1.5 QUALITY

BALANCED WITH EFFICIENCY

A successful team is one that effectively balances project needs with quality, budget and timeliness. Maintaining consistency from project to project is a valuable skill.

At Arsenal, we have several key attributes in place that will ensure our efficiency:

- Our past experience in destination marketing will be a great advantage moving forward. We have spent several years learning the industry and its major considerations, challenges and economic drivers. There will be no sense of 'learning to swim' here.
- Our size as a small and energized office, combined with our collaborative and familial nature, adds to our efficiency in communicating and finding solutions quickly.
- And finally, our past experience working with Round Rock will be a major asset in the future as we have a vast library of knowledge to pull from. We have studied all components that comprise the city's industry; over the years, we have helped bring success to the City that has resulted in tens of millions of dollars in economic activity.

We are proud to have contributed to a better quality of life for the people of Round Rock, and we look forward to rocketing the City forward into the next echelon of growth as a premier travel destination.

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1.6 BIOGRAPHIES

Our most senior partners will work directly on this project. Anne Marie Scharrer will supervise the project. Anne Marie Scharrer and Jonathan Smith will be involved in all facets of research and recommendations. Jonathan Smith leads our creative team and will oversee creative deliverables and recommendations.

Anne Marie Scharrer, Director of Client Services and Media Planning

Anne Marie will be the project manager and client liaison for all assignments for the RRCVB. She brings more than 22 years of marketing, advertising and media experience to Arsenal, helping organizations connect with their stakeholders through their missions and messaging. Anne Marie has worked as a Senior Account Manager with KAMX-Austin, KHPT-Houston, and Texas Monthly magazine handling top-tier accounts and achieving million-dollar billing statuses. Her client roster previously included Simon Malls, McDonald's, T-Mobile, AT&T, H-E-B, and Brinker International. At Arsenal, Anne Marie works day-to-day with clients like the Central Texas Regional Mobility Authority (CTRMA), Round Rock Convention and Visitors Bureau, Bastrop County and Lone Star Circle of Care.

Anne Marie's past experience in media buying and sales have given her a rich understanding of the media landscape, leading to the creation of entirely new vehicles for clients that break through the clutter and deliver results. Anne Marie's network of clients and media reps across Texas is a testament to her ability to successfully manage relationships and accounts. These lasting relationships are the result of years of constantly building and maintaining close connections with clients. Her efforts have increased sales and awareness for clients in industries such as retail, healthcare, real estate, automotive, food, hotel, and travel. Anne Marie graduated from the University of Texas at Austin with a B.S. in advertising. She volunteers for Mobile Loaves and Fishes in Austin, Texas.

Jonathan Smith, Creative Director

Jonathan Smith is an award-winning designer and creative director with more than 18 years of strategic branding experience. After earning a B.S. in Advertising from the University of Texas at Austin, he honed his conceptual and design skills at Kirschenbaum Bond & Partners in New York, Levenson & Hill in Dallas, and McGarrah Jesse in Austin.

Jonathan is known for original thinking, sharp strategy and targeted visual communications that deliver clear results for clients, such as Super Target, Frost Bank, Taco Cabana Restaurants, Siemens Technologies and 7-Eleven. His shelf is filled with industry acclaim from Communications Arts, National Addys and Obie Awards.

Today, he inspires and manages the arsenal of talent that delivers results for our clients. Highly motivated and passionate, his strength lies in his ability to balance traditional creative ideas with his knowledge of interactive media and consumer behavior online.

April Barthold, Account Coordinator

April brings extensive experience in social media marketing, editing and writing, market research and client services. Her writing experience includes messaging platforms, technical analyses, market reports, website and product copy, and both culture- and industry-based blog posts. While at Arsenal, she has worked with clients like Caritas of Austin and the Mineral Wells Convention and Visitors Bureau on their brand audits, research, messaging strategy, copywriting and more. She brings a highly-motivated and fresh approach to her work at Arsenal. April earned her B.S. in Advertising from The University of Texas at Austin.

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Stephen Bache,

Copywriter

Stephen is an award-winning writer with 10 years of experience working on both the East and West Coasts. He began his career earning a Bachelor of Science in Advertising from the University of Texas, then working in agencies that ranged from small creative boutiques to 1,000 employee international behemoths. Stephen's work has been awarded by a number of organizations including the CLIOs and National ADDYs. He brings a broad range of experience that includes digital and traditional writing on clients including Hyundai, Nokia, Sonic Drive-In, and Wild Turkey.

Oscar Davila, Digital Specialist

With over 5 years of digital management experience, Oscar's background is in developing the social media presence, content marketing efforts, website optimization, and marketing awareness for startups, real estate, medical, tech, online training product companies and non-profits. His role at Arsenal is develop content strategies for optimizing paid search campaigns, find areas of growth, and improve the customer digital experience. He has served on the board of Social Media Club Austin as a member and president. He is a graduate of Texas State University receiving his B.A. in Political Science and Spanish. In his free time, Oscar serves as a Big Brother with Big Brothers Big Sisters organization.

Aaron Warner, Web Developer

Aaron is a formally trained graphic designer and a self-taught front-end developer. With over 8 years of experience working with small to medium sized agencies, Aaron has built a diverse portfolio consisting of print collateral, web and mobile site design, logos, and promotional retail design for nationally recognized brands.

Aaron focuses his interests on developing intuitive and engaging user experiences across multiple platforms using the latest web technologies. He is a graduate of East Tennessee State University with a Bachelor of Science degree in Digital Media, and a minor concentration in Visualization. When away from his computer, Aaron seeks inspiration by getting lost with his camera in worldclass cities as well as exploring natural landscapes.

Lucy Gajardo, Designer

Lucy earned her B.A. in Graphic Design from St. Edward's University and brings four years of experience to Arsenal. She has previously interned at Austin Monthly, Thinkery and Wholefoods Market Global where she honed her skills and her keen eye for design. Lucy loves to freehand draw her concepts if the opportunity arises, and she is known for her expert command of Adobe programs like Illustrator, After Effects, InDesign and Photoshop.

Amy Sansbury, Exclusive Public Relations Freelance for Arsenal Advertising

Founded in September 2009 by Amy Stansbury, Stansbury Public Relations provides marketing communications and media relations consulting services to small to medium-sized businesses, nonprofit organizations and economic development corporations. Amy has experience working at two high-tech PR firms, an advertising agency, two global technology corporations and a startup news organization during the span of her 20-year career. She gained real-world newsroom experience working as the editor of a local newspaper, Community Impact Newspaper, from 2007-2009. Amy's greatest strengths are in messaging and media relations. She works with editors and reporters on a daily basis and knows what they want in a news story, how they work, when their deadlines are, and the best way to secure positive news coverage.

Amy was born in Austin, Texas, and has lived in Round Rock. She earned a bachelor of science degree in Journalism from the University of North Texas, where she also played college soccer. She



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now lives in Pflugerville

where she is raising her three daughters who are active in many school and church activities, sports and art programs.

1.7 CASE STUDIES (CURRENT DESTINATION MARKETING)

CASE STUDY: BASTROP COUNTY TOURISM

Under the leadership of the new Tourism Coordinator, Adena Lewis, Bastrop County crafted a new mission, vision and strategic plan. A key part of the strategic plan called for branding the organization to ensure that all cities within the county had representation and that the brand truly reflected the county. Our assignment was to guide Bastrop County in the launch of the Bastrop County tourism program. The County selected logo and tag line was going to be used in the promotion and marketing of Bastrop County as a tourism destination. The tourism program is completely funded by the County Hotel Occupancy Tax (HOT Tax) collected from guests staying in one of the 47 Bastrop County lodging properties. We knew our work was going to be scrutinized by hoteliers and other city officials, as they all have passionate views of the county and the cities in which they live.

We conducted focus groups with the County-appointed Tourism Advisory Group (TAG) and members of the court, several interviews, email surveys and pored over all the existing cities' brand materials. What we found was that we needed to create a brand and clear message that conveyed nature, history, recreation, and the friendly people of Bastrop County. We developed a visual representation for articulating the brand and created graphic standards for the organization.

Our work also included designing a website, ad campaign, and a Visitor's Guide. We also assisted with the rollout strategy for the new branding and established an engaging social media presence.

RESULTS

- All target deadlines were met
- Logo and new tagline were widely adopted and embraced by community and hoteliers
- Hoteliers had a 33% increase the first year that the Bastrop County ad campaign was launched• Increased Facebook following by 20% and spread awareness of Bastrop County attractions online
- Web traffic and time spent per visit on the new website greatly increased
- Received accolades and recognition from local Advertising award shows

SERVICES PROVIDED

Branding, Print Advertising, Digital Media, Website, Paid Media Planning and Buying



BASTROP COUNTY BRAND

Arsenal designed and branded Bastrop County. The logo is a direct reference to the MKT railway line that splits Bastrop County. "Bastrop" is set in a signpainter brush script that features a lowercase t that is an illustration of a pine tree, the lower case t in "County" has a river that runs through representing the lakes and rivers that flow through the county. The logo also features an outline of the shape of Texas, so that

the geographical reference to Texas is made without having to say it in the logo.

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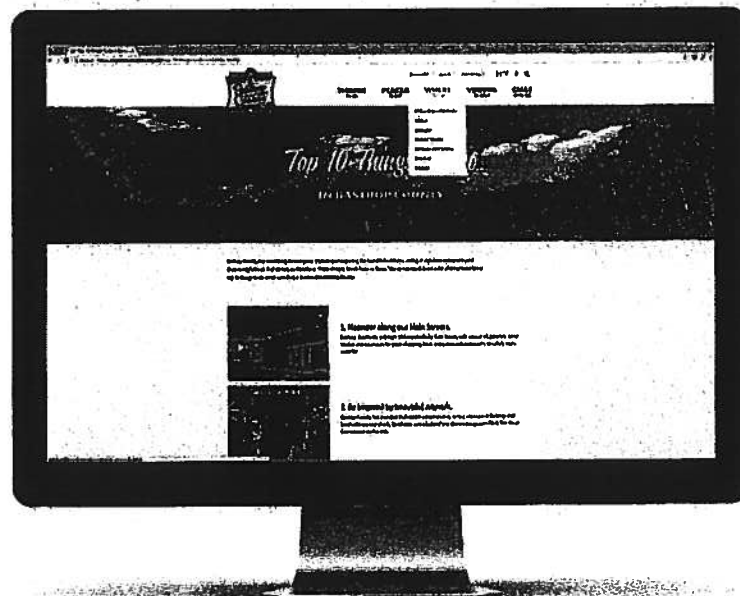
BASTROP COUNTY TOURISM - PRINT ADS

The Bastrop tourism ads were 3/4 ads featured in Texas Monthly, Texas Co-op Power, and Texas Highways Magazines. They all featured multiple activities, executed in a fun creative way rather than a collage format that many tourism destinations use throughout their marketing. This concept won Campaign of the Year this year at TACVB amongst all cities in Texas.

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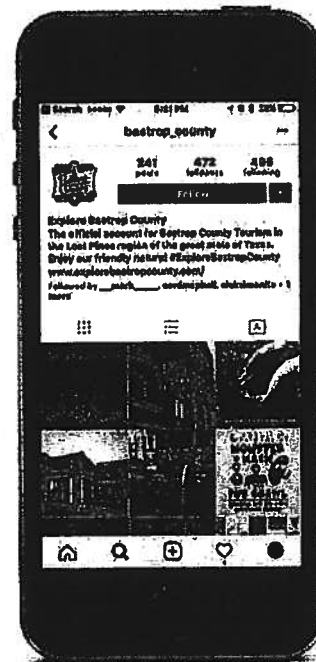
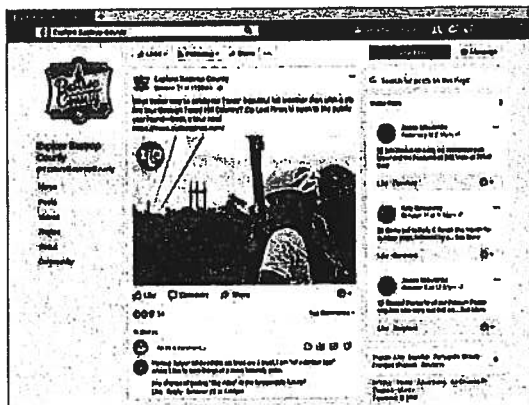
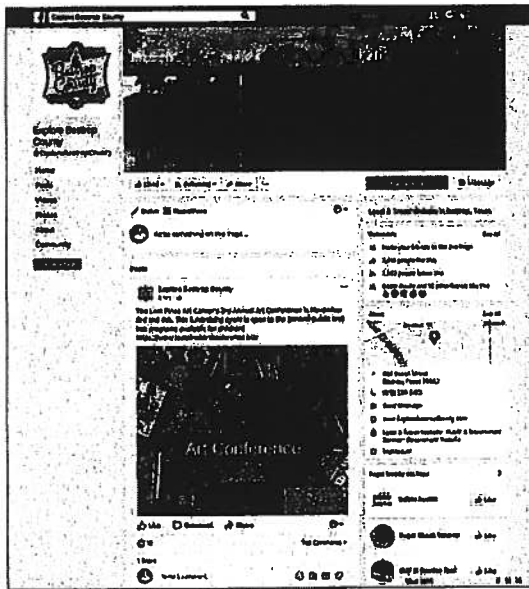
BASTROP COUNTY TOURISM - WEBSITE - www.ExploreBastropCounty.com

The new website features large, bold, original photography and video that was taken in Bastrop County and showcases all of the offerings that any tourist might need on their trip. The website was built on a CMS system that is highly expandable and easily modified. Responsive website system is ideal for all screens and an updated UI/UX design allows for more efficient navigation.

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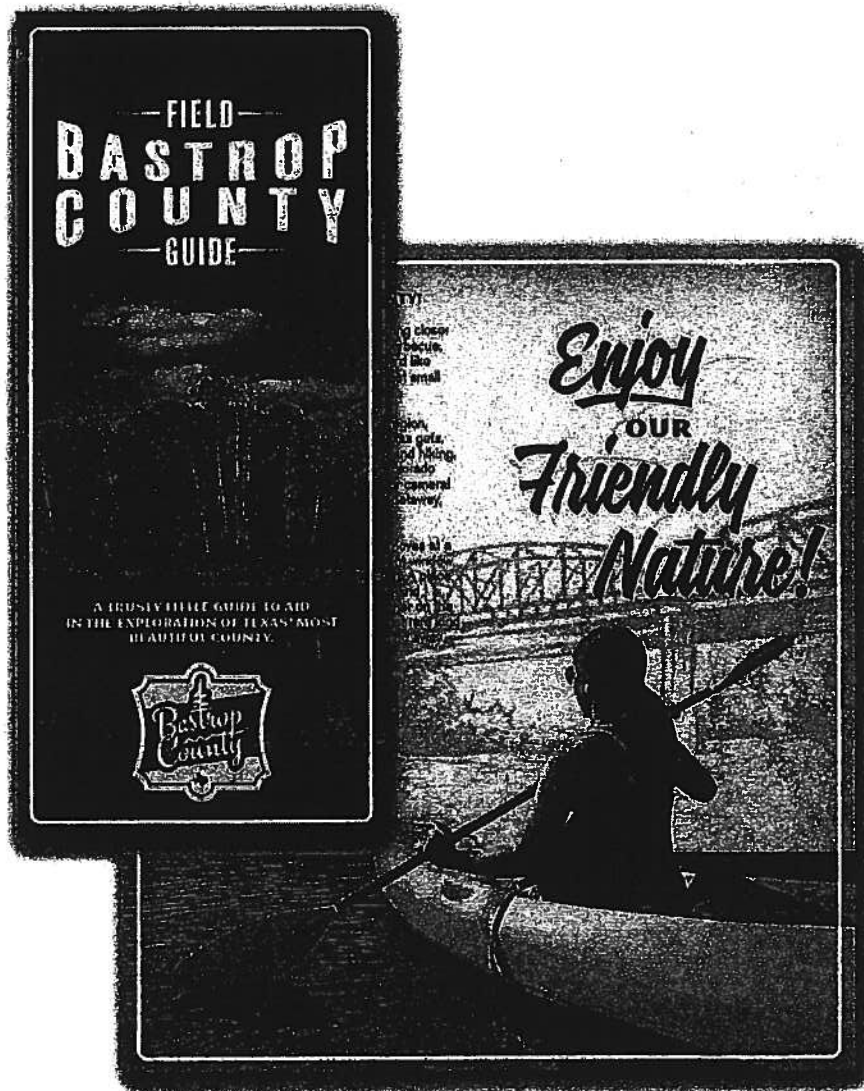
BASTROP COUNTY TOURISM - SOCIAL MEDIA

Bastrop County was faced with a sluggish online social media presence and wanted to increase their engagement with fans as well as create access to their drive market audiences in Houston, Dallas, Austin and San Antonio. Regularly updated social media gave Bastrop County a means to inform their audience about current events and attractions. Facebook engagements increased 20% year over year and ultimately led to a more vibrant, modern image for the County.

Exhibit "B"



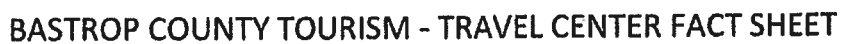
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BASTROP COUNTY TOURISM - VISITORS GUIDE

The Bastrop County Visitors Guide is the #1 printed marketing tool for the County and given out at every major event attended by promoters. The guide features large, beautiful photography that takes the viewer on a visual journey without leaving the comfort of their living room.

Exhibit "B"



This is a one-page data sheet that was created to catch the attention of the employees at the travel centers across the state and encourage them to highlight Bastrop County as a stop for any tourist. The one sheet complements the current look and feel of the Bastrop County brand and the cover picture mirrors the website homepage.

CASE STUDY: TAYLOR, TEXAS TOURISM

Taylor, Texas once claimed to be "The Zest of Texas." Due to the absence of citrus, spicy food or anything particularly "zesty," the city called upon us to reinvent their home with a brand that reflected their many other (not-so-zesty) offerings. We were brought in to reposition the city in a positive light that would entice city residents, and tourists to visit the city.



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From award-winning

barbecue eateries and unique local shopping, to a slew of friendly locals waiting to meet your acquaintance, the city was ready to welcome visitors with open arms. In fact, the city is tailor-made for a variety of activities and travelers, a trait that inspired the creation of their new tagline. In addition, a large part of our strategy was to bring together all entities of the city under one brand, so working closely with the City of Taylor, the Chamber of Commerce, the Independent School District and the Economic Development Corporation was vital to the process. **RESULTS**

- Established all social media accounts and grew a community to over 3,000 that continues to grow daily
- Increased unique web visitors by 35% and drastically increased the time visited per page
- Town has embraced the slogan of Taylor Made Texas. Even the local beer company has adopted

the mantra. **SERVICES PROVIDED**

Brand Strategy, Identity Design, Tagline, Market Research, Print, Social Media
Media Planning and Buying, Web Design, Photography, Copywriting



TAYLOR, TEXAS BRAND

We created a unified brand identity system for the City of Taylor and its other entities. We built custom typography along with a bold green color representative of Taylor's students and educational system. The logo features swishes that are reminiscent of a lasso. This is a subtle nod to Taylor's rich historic rodeo and farming past.

Exhibit "B"



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Taylor Texas Tagline



City of Taylor



Taylor Economic Development Corporation



Taylor Chamber Of Commerce & Visitors Center



Taylor Independent School District



Taylor Independent School District

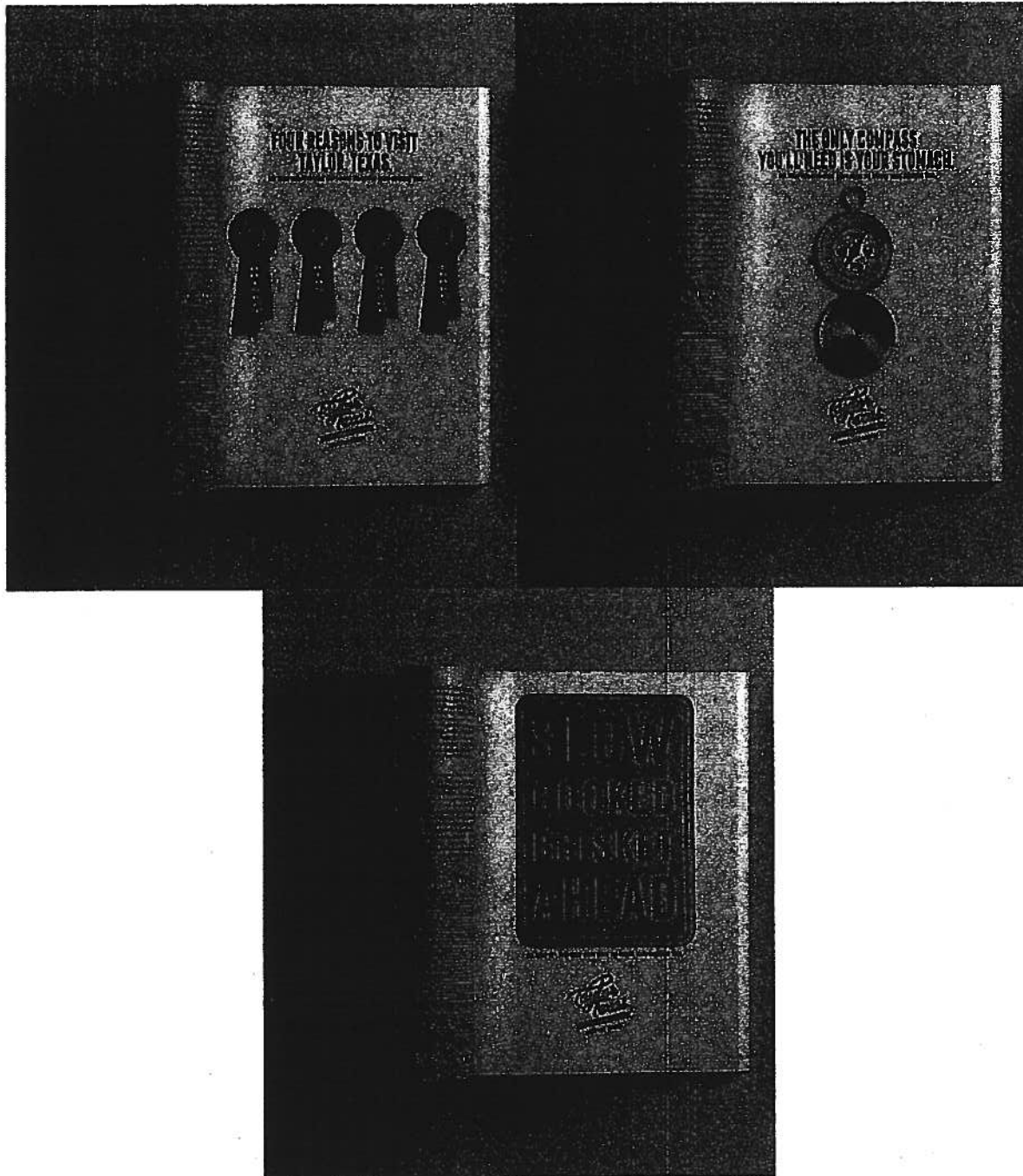
TAYLOR, TEXAS TOURISM - UNIFIED BRAND

Part of the strategic plan for the City of Taylor was to have a unified look and feel among all of their individual city entities. We created a custom logo for each individual property that gives them one voice and a consistent brand message across the city.

Exhibit "B"



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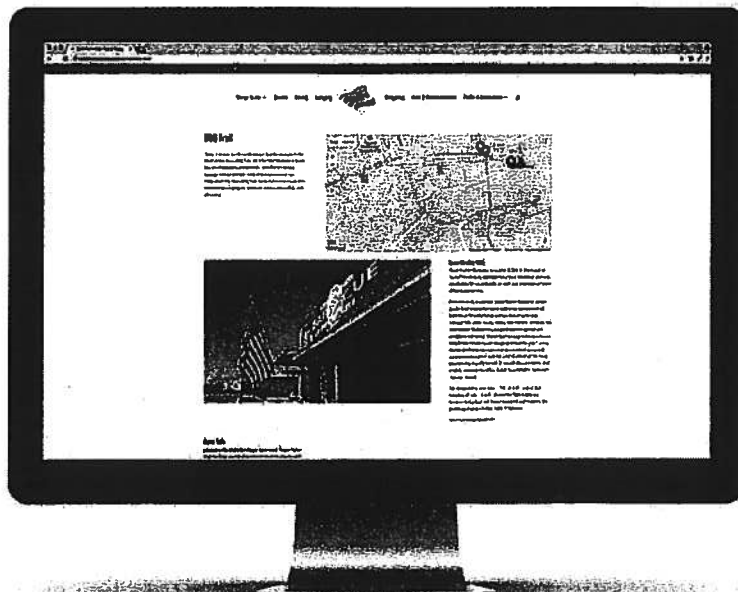
TAYLOR, TEXAS TOURISM - PRINT ADS

The Taylor, Texas tourism ads were full-page ads featured in Texas Monthly. They all highlighted one of the most attractive reasons to visit Taylor Texas – mouthwatering barbecue. Taylor has three of the top barbecue restaurants in the state and each has a much-deserved spot on the Barbecue Trail of Texas.

Exhibit "B"



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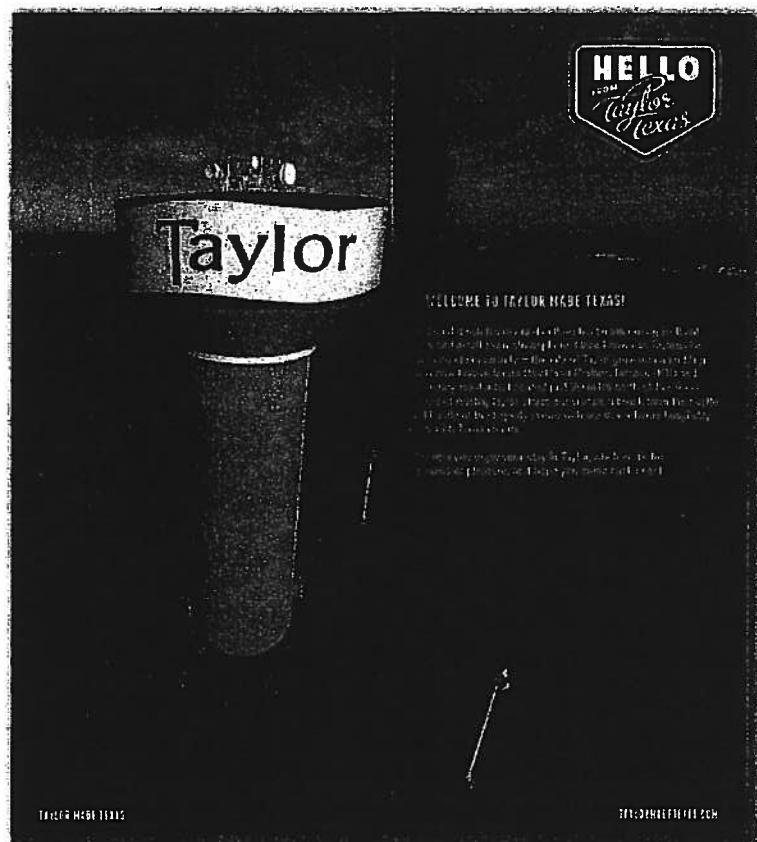
TAYLOR, TEXAS TOURISM - WEBSITE - www.TaylorMadeTexas.com

The responsive website for the City of Taylor has made a significant impact on getting more visitors to the town. We recently updated the design and continue to keep it fresh with custom photography, an up-to-date calendar of events, and more.

Exhibit "B"



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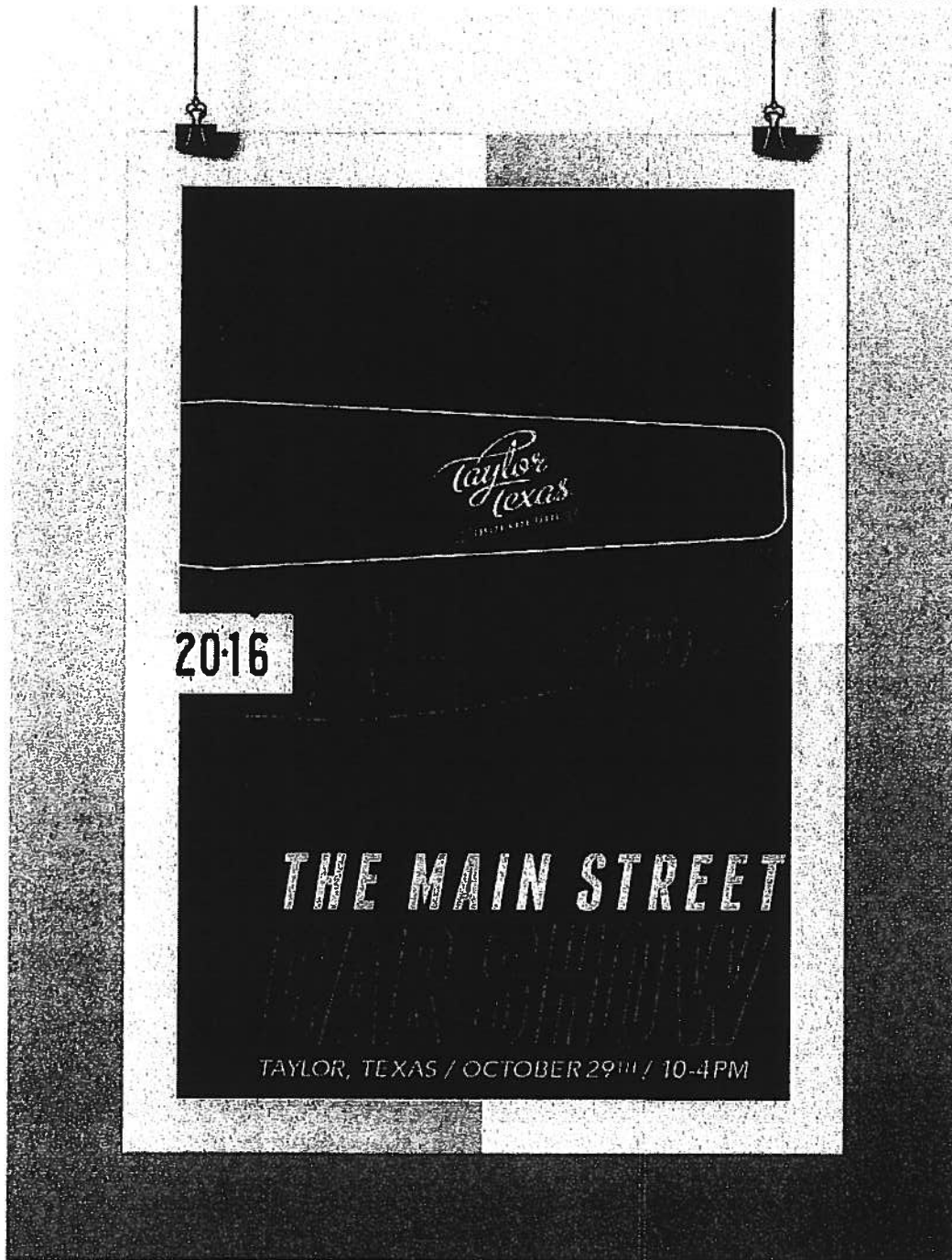
TAYLOR, TEXAS TOURISM - VISITORS GUIDE

The Taylor, Texas Visitors Guide is an especially important tool for the city due to the absence of a proper destination marketing organization to educate visitors on Taylor attractions. The Taylor, Texas Visitors Guide features all original photography from world-renowned photographer Brent Humphreys. The content centers around the fun attractions in Taylor, Texas and the welcoming residents that can make any visitor feel at home.

Exhibit "B"



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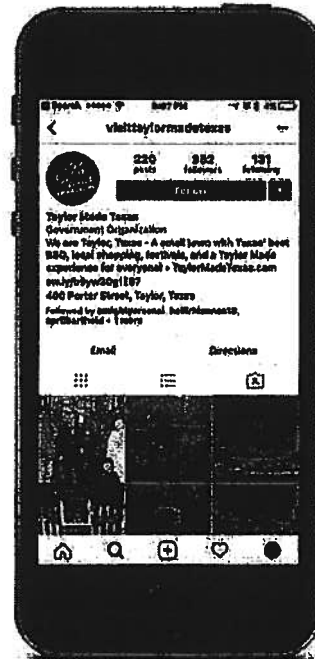
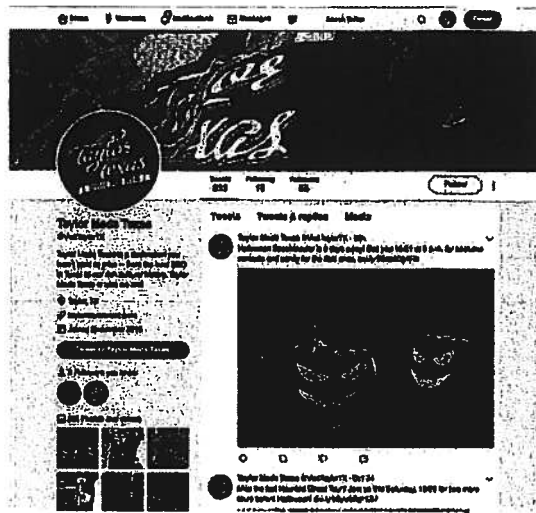
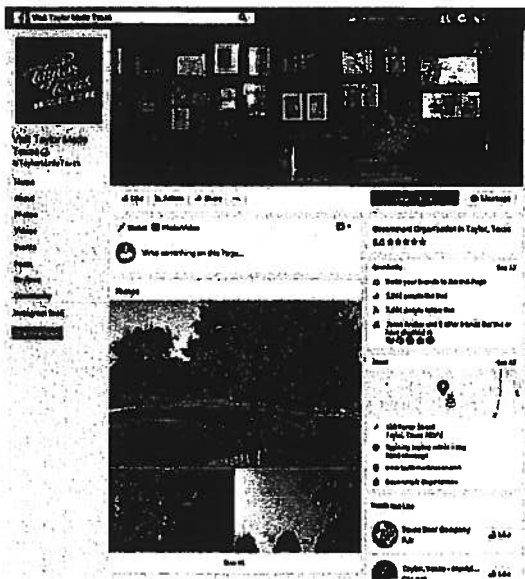
TAYLOR, TEXAS TOURISM - MAIN STREET CAR SHOW

The city is constantly buzzing with new events and reasons to visit. We have created a variety of assets to showcase various events, programs or offerings such as the Main Street Car Show. Media formats most often used include flyers, posters and social media support.

Exhibit "B"



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TAYLOR, TEXAS TOURISM - SOCIAL MEDIA

On top of building an engaged and informed online community, we created and released a series of social media videos that highlight the town's offerings. From "Taylor Made Barbecue" to a town that is Taylor Made for the best education, the purpose of these videos was to not only attract tourists, but also inform people of the education and business opportunities in the town. They have been wildly successful with over 100,000 views on some videos.

CASE STUDY: MINERAL WELLS TOURISM

In the 1920s, Mineral Wells was booming with international tourism. The city's claim to fame was rooted in its abundance of legendary "crazy water" – water with high mineral content said to have

Exhibit B



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Baker Hotel, a looming 14-story skyscraper resort in the center of town, opened in 1929, bringing with it A-list crowds from all walks of life searching for the mineral-abundant healing water. The town felt like the center of the universe. In 1972, The Baker Hotel closed its doors and other industries that kept the town afloat began to disappear as well. Mineral Wells suddenly felt abandoned, the deteriorating Baker Hotel still standing at the town's center as a reminder of its past life. Arsenal was approached to re-brand the town and remind tourists of its other great offerings, moving away from their "Home of the Crazy" claim to encompass the history and charm of this small town.

The challenge for Mineral Wells was two-fold; first, they had to break away from the "Crazy Water" association in favor of a newer brand. Arsenal chose to implement a new tagline, "Texas Runs Deep," to give a nod to the deep water wells and also the rich Texas history that flows through the town. Then came the second challenge; Mineral Wells needed to differentiate themselves from other small towns with rich history claims in Texas. With water sports, a deeply rooted history, and a plethora of outdoor adventures, Mineral Wells is a triple threat for audiences looking for a winning small-town Texas trip. Our strategy was to move completely away from the "Crazy," instead focusing on the historic roots of the town amid modern day attractions (with an eye toward a thriving future).

RESULTS

- Campaign is currently being created
- Overwhelmingly positive reaction to new branding from city council and local press

SERVICES PROVIDED

Refreshed logo, Tagline, Messaging Platform, Print and Digital Ads, Print and Digital Assets, Signage, Out-of-Home



MINERAL WELLS
WHERE TEXAS RUNS DEEP.

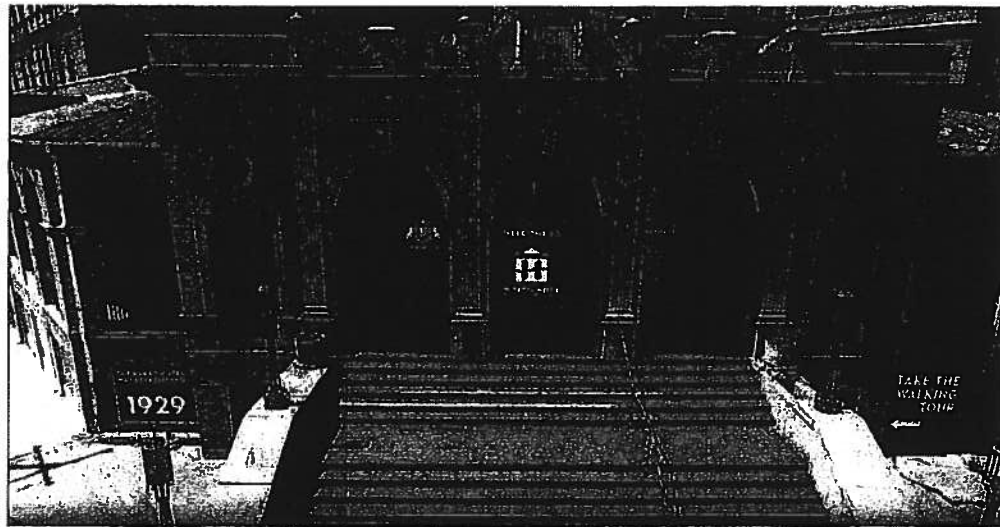
MINERAL WELLS BRAND

Arsenal recently designed and rebranded the City of Mineral Wells, Texas. The logo pays homage to the largest landmark in the area: the historic "Baker Hotel." The "M" and the "W" are the foundation and cornerstones of this brand. The logo reflects the heritage of a town built on water with bold blue colors. Also, the fluidity of the mark helps to remind visitors and locals what the town is so historically famous for and built on and around.

Exhibit "B"



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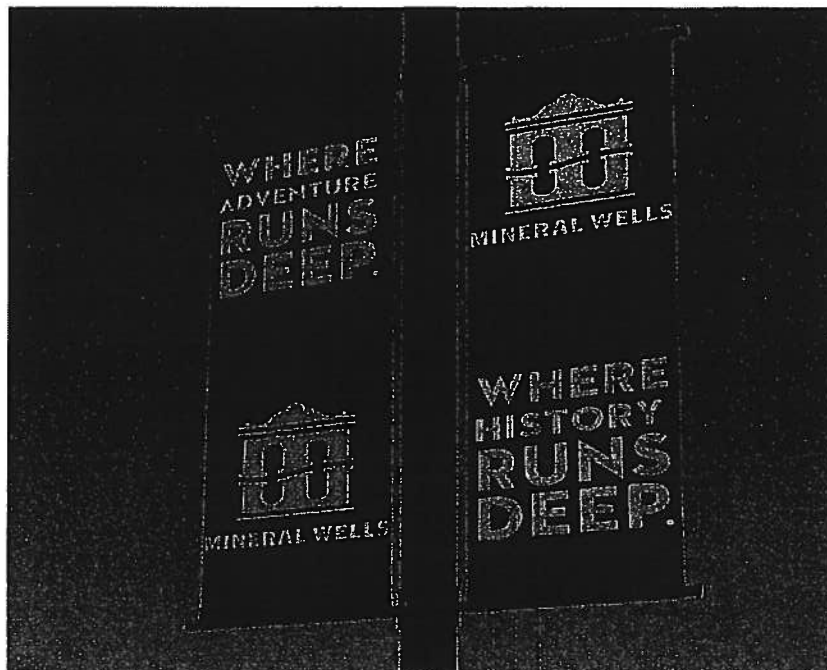
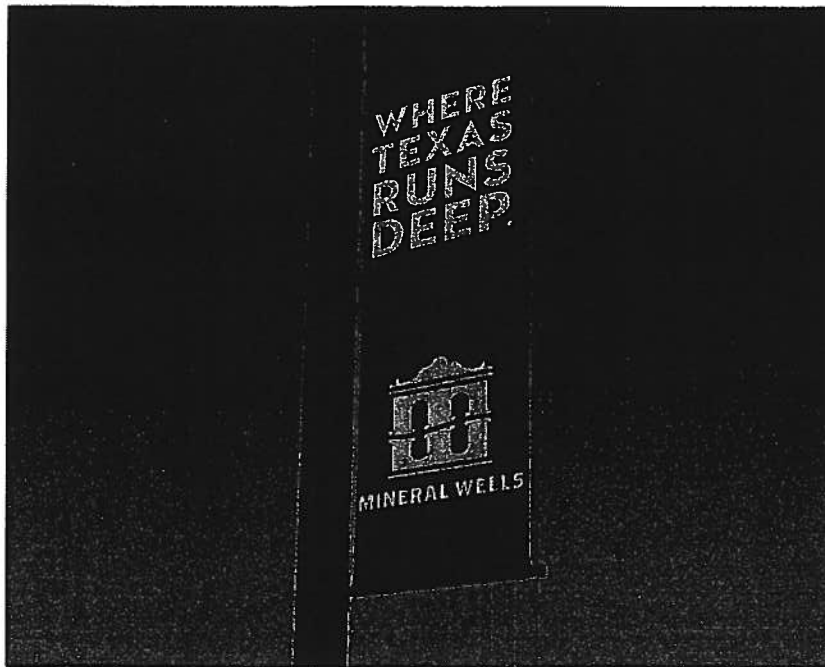
MINERAL WELLS, TEXAS - BAKER HOTEL SELF-GUIDED WALKING TOUR

The Baker Hotel can be seen from miles away in any direction and was once a thriving resort hotel. Today the dilapidated Baker is a reminder of what the city once was. We are currently in the process of building and producing a self-guided walking tour that uses outdoor signage to take visitors on a trip down memory lane. The end product will turn this eyesore into an exciting visitor attraction.

Exhibit "B"



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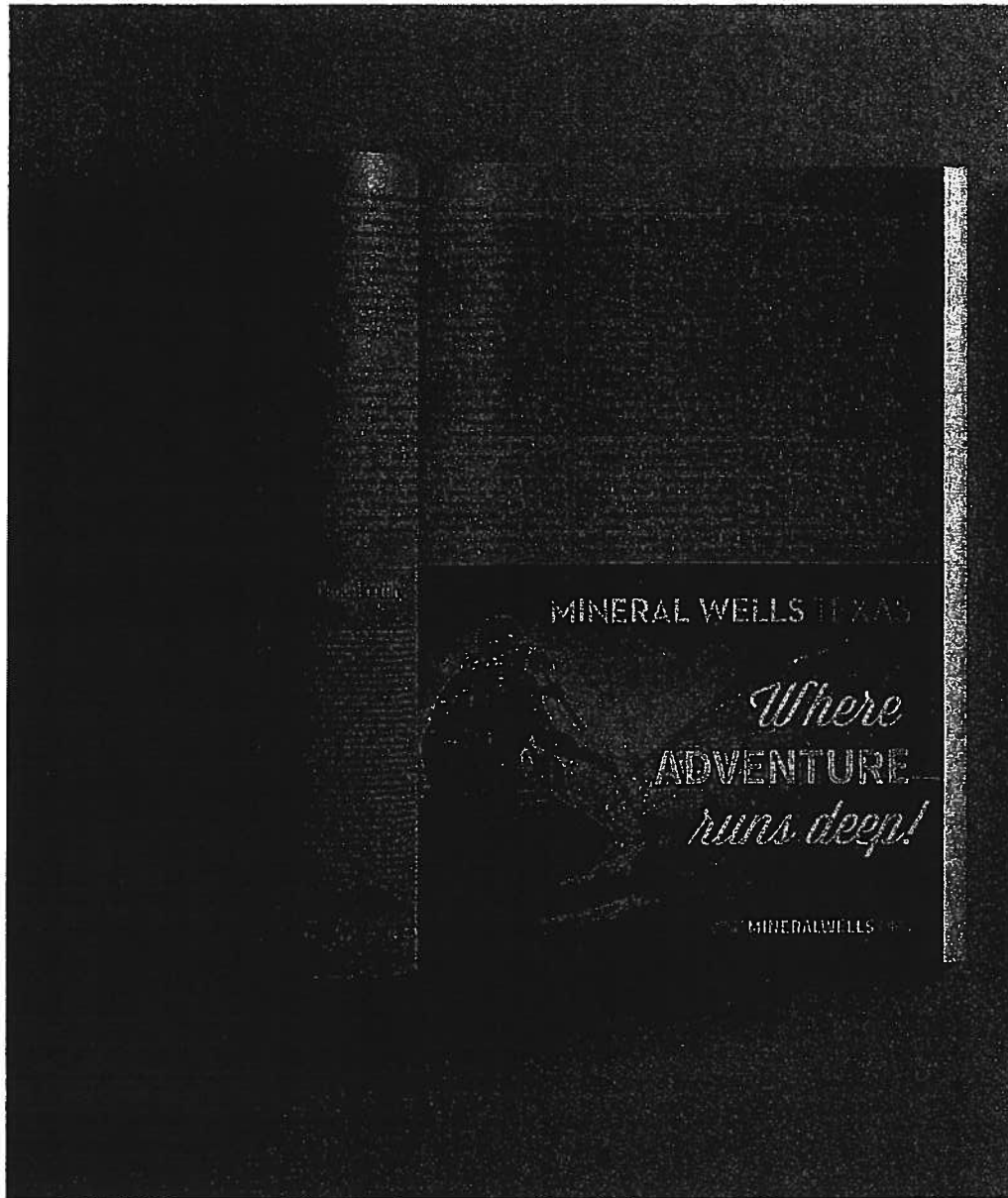
MINERAL WELLS, TEXAS - MAIN STREET BANNERS

We are creating a series of street banners featuring the new Texas Runs Deep tagline to be featured along Main Street in Mineral Wells.

Exhibit "B"



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MINERAL WELLS, TEXAS - PRINT ADS

Print ad ran in Texas Monthly to promote the outdoor attractions found within the City. We are currently working on a campaign for 2018 that will showcase the outdoor adventures, deeply rooted history and Southern hospitality that can be found in Mineral Wells.

1.8 CASE STUDIES (PREVIOUS SPORTS DESTINATION BRANDING)

CASE STUDY: RRCVB SPORTS CAPITAL OF TEXAS CAMPAIGN 2012-2013

The City of Round Rock was on the verge of building its long-awaited \$12 million indoor sports center that was completed in December 2013. To help and the RRCVB team created an awareness campaign

Exhibit "B"



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to announce the coming of

their new sports center. Arsenal was tasked with creating two campaigns: one for the announcement that a new big box indoor sports facility was going to be built in Round Rock, and a second campaign, launching towards the end of the year, that would highlight the progress of the facility. The campaigns targeted sports event planners and sports decision-makers nationally who have the ability to bring indoor sports tournaments to Round Rock. This was an entirely new target market for Round Rock. The advertising campaigns consisted of eight print ads. The beginning campaign consisted of a double-paged Introduction/teaser ad, and three follow-up gatefold ads that encouraged readers to interact with the ads by folding open the page to reveal a featured indoor sport. The follow-up campaign featured Round Rock athletes as construction workers and won national recognition. Each ad used original photography to showcase new indoor sports that Round Rock will now be able to host with their new state-of-the-art facility.

We also designed a complementary website, a groundbreaking laser-etched plaque, and web banners. The Sports Center brought new challenges for Round Rock, from the logistics of building the facility to the actual branding of the sports center. Arsenal was tasked with the Round Rock Sports Center identity and branding of the new indoor facility.

The double-page and gatefold advertisements were displayed in issues of Sports Destination Management, Sports Travel, and Sports Events, starting with the launch ad in the July issue. We were able to integrate the campaign with web banners and within the design of the new website. Those factors helped to increase brand awareness among 16,000 sports event planners.

With the implementation of the 2013 website, we increased our visitors and page views by improving our interaction with our audience and target market. We also encouraged viewers to download the visitor's guide (to cut down on printing and mailing costs). The purpose of the website was to clearly communicate to the community, visitors, and event planners that we're a host city that loves sports. Our goal was to make a clear, concise website that was highly informative to our audience.

There were several objectives for our online strategy: Give a new look to the website incorporating imagery used in our print campaign, make social media easier to locate, have an area for current events and news, be able to translate the entire website to Spanish with one click, easy to locate events section, easy to download visitor's guide, and a live feed video that shows the new indoor sports center being constructed. The website redesign enhanced visitor's ability to get information about where to play, shop, eat and stay in Round Rock by providing interactive guides, high impact visuals and an events calendar.

RESULTS

- Increased awareness of the new indoor sports center among sports event planners and sports decision-makers nationally
- Reinforced the Sports Capital of Texas brand
- Reinforced the variety of indoor sports that can now be hosted in Round Rock
- Increased indoor facility bookings
- Won Campaign of the Year Award for the ad campaign from the NASC
- Received RFP requests, phone and email inquiries before the facility opened
- Pre-Booked several events and tournaments starting in 2014 for the new sports center
- Increased brand awareness amongst 18,000 sports event planners
- Largest ad presence in magazines with premium positioning
- Enhanced user-generated social media websites such as Flickr and YouTube for increased interaction with our audience
- Cut down printing and mailing costs significantly with the downloadable visitors guide.
- Increased Twitter and Facebook fans with growth remaining steady and continuous since the website launch
- 45% of our Twitter followers are media outlets and this has opened up new lines of communication between the media and the Round Rock CVB



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• The Sports Capital of

Texas website enjoyed positive media coverage in the Austin Business Journal SERVICES

PROVIDED

Branding, Print Advertising, Digital Media, Website, Paid Media Planning and Buying, Public Relations

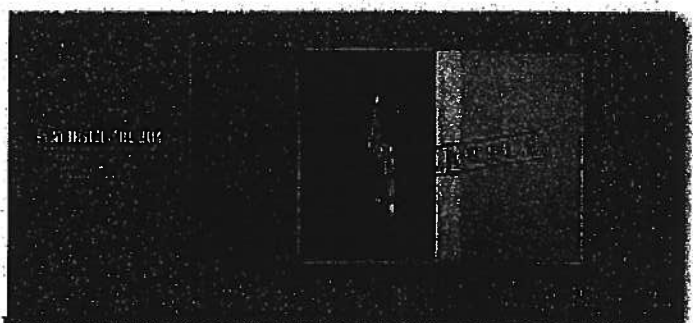
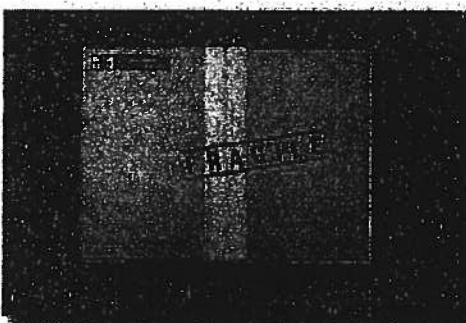
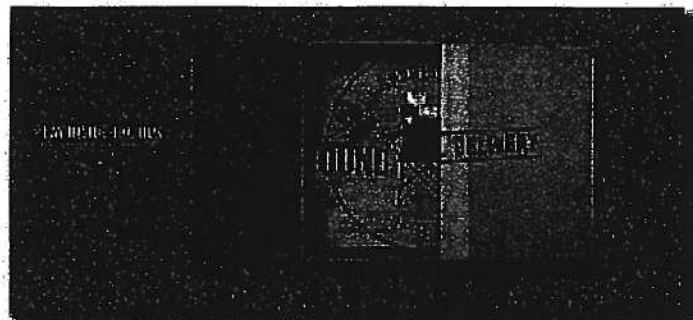
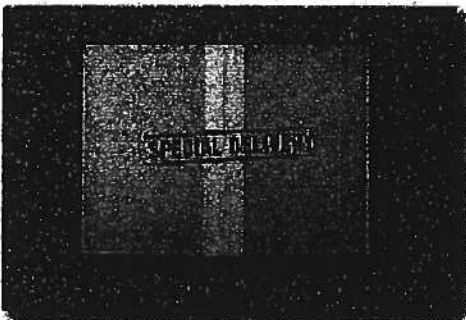


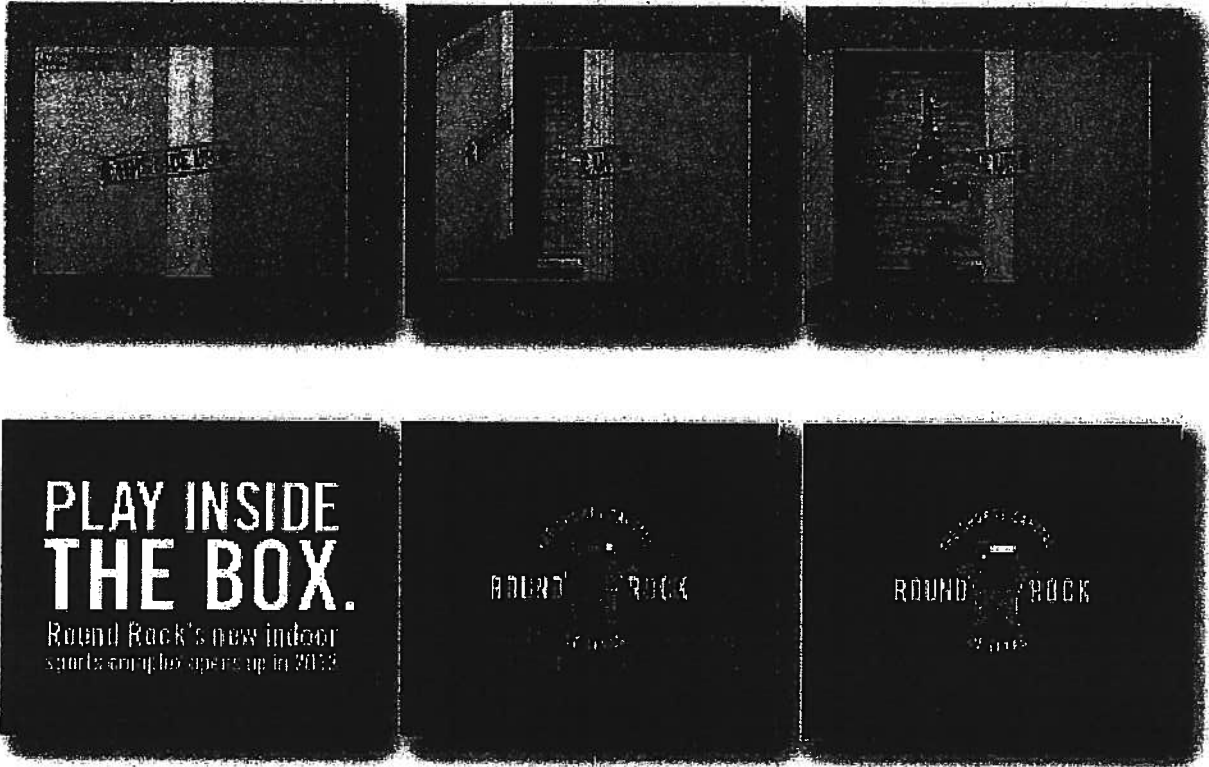
Exhibit "B"



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ROUND ROCK CVB -

PRINT CAMPAIGN

These interactive ads revealed a surprise when the reader opened the page. The interaction made you open a page as if you were opening a box. These ads were designed before the ground-breaking of the actual indoor sports facility to inform our target audience of what was to come in the near future.



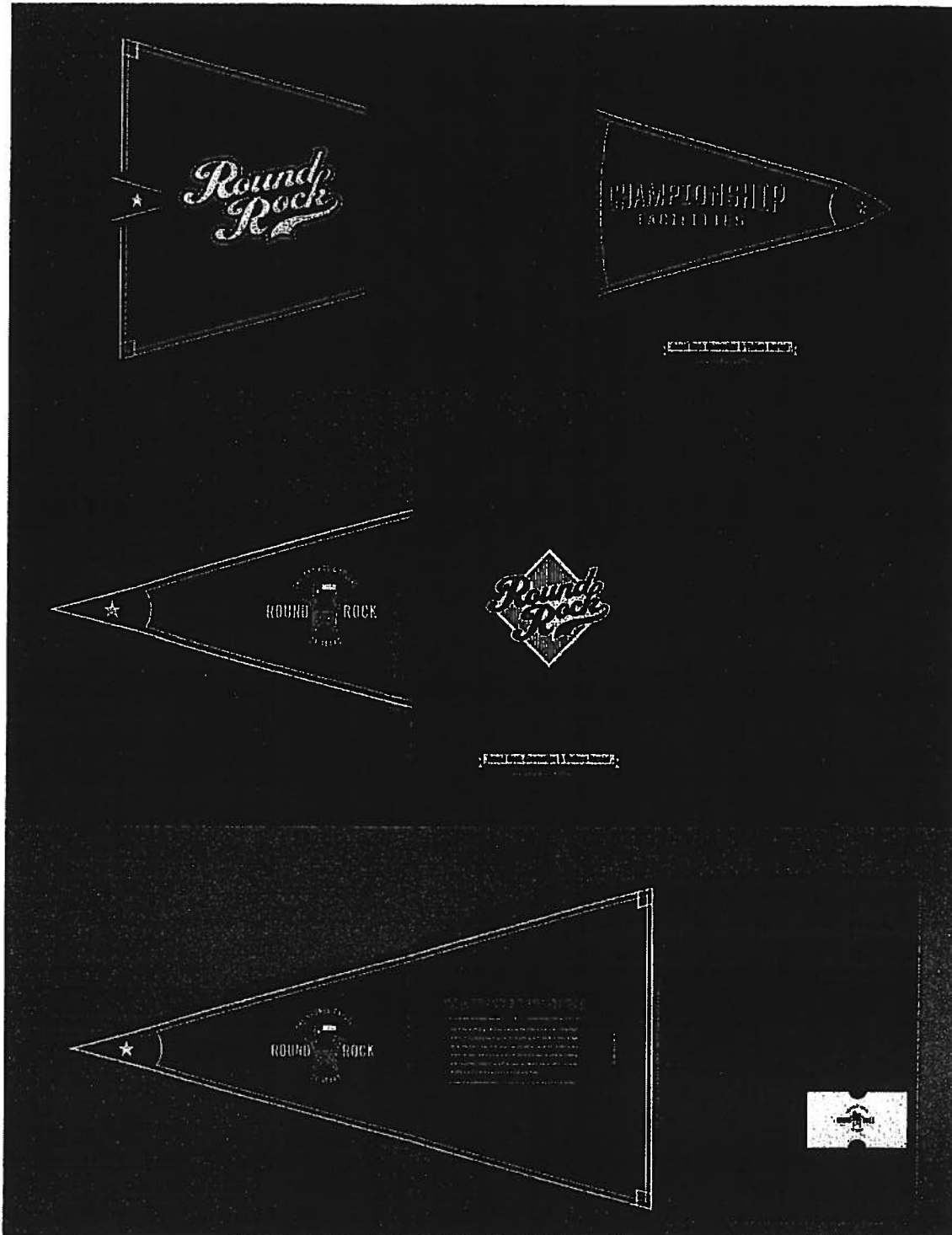
ROUND ROCK CVB - WEB BANNERS

We designed the web banners to match the print campaign and website, so that the entire brand message would be synergistic and tell one unified branding story.

Exhibit "B"



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ROUND ROCK CVB - PRESENTATION FOLDER

From opened to fully-closed, this folder screams sports. We were tasked with designing a folder that no one would throw away. This goal was accomplished by designing a unique folder like nothing that had been developed before. The folder completely unfolds and reveals a sports pennant. The folder was printed on thick paper and was fully "flocked" to give it a velvety sports pennant feeling.

Exhibit "B"



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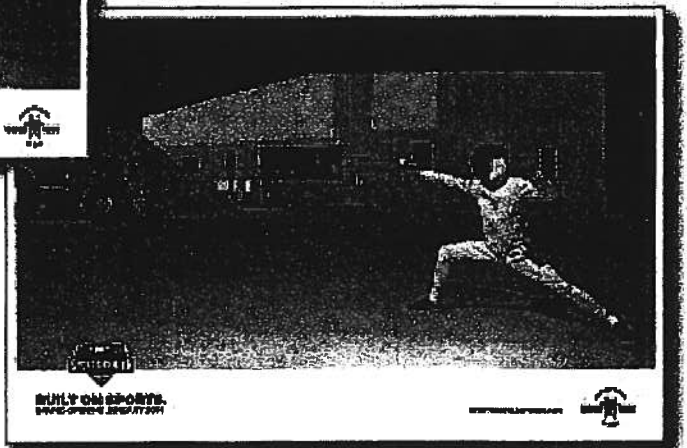
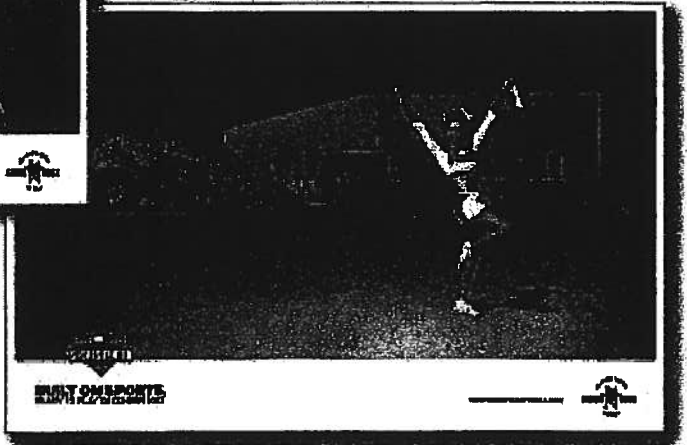
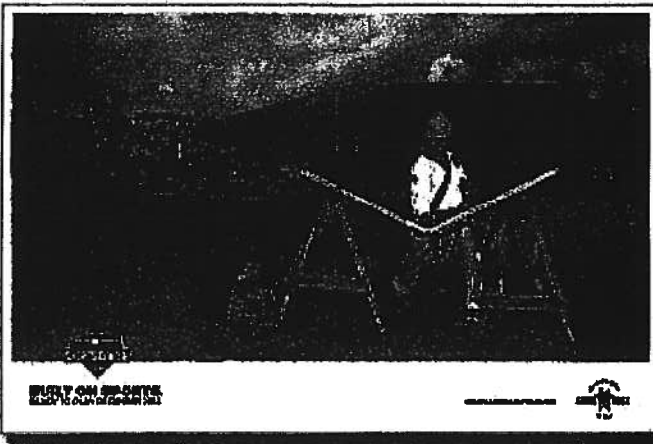
ROUND ROCK CVB - GROUNDBREAKING PLAQUE

To kick off the groundbreaking ceremony for the Round Rock Sports Center, we developed a unique giveaway: a bronze laser etched plaque of the official architectural rendering of the sports center. They turned out great and were in high demand.

Exhibit "B"



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ROUND ROCK CVB - PRINT CAMPAIGN

How do you show a sports center when it hasn't been built yet? By using different indoor sports characters as construction workers, we made a construction site relevant and beautiful to Round Rock's future. So instead of making the unfinished building and the rough-looking construction site the focal point of the ads, we focused on the sports that will one day be showcased within the facility. These ads also won the Campaign of the Year Award from the NASC.

Exhibit "B"



SPORTS CAPITAL OF TEXAS CAMPAIGN 2014

In our 2014 season, Arsenal and RRCVB created an awareness campaign to accomplish two key goals: first, to encourage sports and events planners to bring indoor sports to Round Rock to utilize their new Indoor Sports Center; second, to reinforce Round Rock's brand as the Sports Capital of Texas for amateur, youth, and recreational sports. The campaign targeted national sports event planners and sports decision-makers who have the ability to bring indoor sports tournaments to Round Rock. The advertising campaign consisted of three double-page full-color print ads. Each ad used custom photography mixed with handcrafted typography. These helped to showcase the new indoor sports that Round Rock CVB will now be able to host with their new state-of-the-art facility.

To make the advertising campaign more visually appealing, we used double-page spreads in all of the publications. The advertising campaign consisted of three print ads: all double-page full color magazine ads. In coordination with Austin-based photographer Scott Van Osdol, we shot custom photography based on the "Play Inside" concept. The actual ads were shot in-studio and we created the custom typography in post-production.

The double-page ads were published in issues of Sports Destination Management, Sports Travel, and Sports Events, with each publication having about 16,000 in circulation. From each publication we were able to generate approximately 48,000 impressions per month from our placed ad buys as well as online impressions from web banners associated with the publications.

With the addition of the new ads, we also updated the website to match the print campaign. We used Parallax in the design for ease of navigation. The site was also made responsive to work across desktops, laptops, and mobile devices. We also integrated and injected new SEO and SEM into the site.

The overall campaign was very cohesive and used the same concept and messaging throughout all of the print & digital ads, social media, and website to reinforce and to educate sports and event planners that Round Rock has an ability to host a variety of indoor sports. This supported our brand message by directly targeting our key market of national sports event-planners and sports decision-makers who are the key decision makers to bring indoor sports tournaments to Round Rock, Texas. Those factors helped to increase our brand recognition and helped to keep the Round Rock "Sports Capital of Texas" moniker at the top of minds amongst our target market. This campaign was also directly responsible for several pre-booked events and helped create and build brand awareness for the City of Round Rock.

We brought creativity to this new campaign by showing how type could be used in an interesting way to emphasize the unique motions that are used during sports. We had the motion of the different indoor sports characters of the campaign create the movement of the type. The campaign was designed to accomplish 2 key goals: First, to encourage sports and event planners to bring indoor sports to Round Rock to utilize their new Indoor Sports Center. Second, to reinforce Round Rock's brand as the "Sports Capital of Texas" for amateur, youth, and recreational sports.

RESULTS

- Increased brand awareness among 18,000 sports event planners, including many from the AAU (Amateur Athletic Union).
- Increased national awareness of the new indoor sports center, while encouraging sports and event planners to bring indoor sports to Round Rock.
- Reinforced Round Rock's brand as the Sports Capital of Texas for amateur, youth, and recreational sports..

Exhibit B



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- Increased Round Rock's

overall credibility as the Sports Capital of Texas.

- Demonstrated that a variety of indoor sports could now be hosted in Round Rock.
- Integrated campaign into other mediums.
- Increased ad presence in magazines and online.
- Continued to receive RFP requests, phone and email inquiries.
- Integration of the campaign through print, social media, web banners and website.
- Largest ad presence in magazines with premium positioning.

SERVICES PROVIDED

Branding, Print Advertising, Digital Media, Website, Paid Media Planning and Buying, Public Relations

Exhibit "B"



Exhibit "B"



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ROUND ROCK CVB

DOUBLE PAGE ADS - PRINT CAMPAIGN

Round Rock's 2014 print campaign featured indoor sports in celebration of the new indoor sports facility. We used actual athletes in the sports to highlight our "Play Inside" theme. We featured custom photography made from the sport being performed.

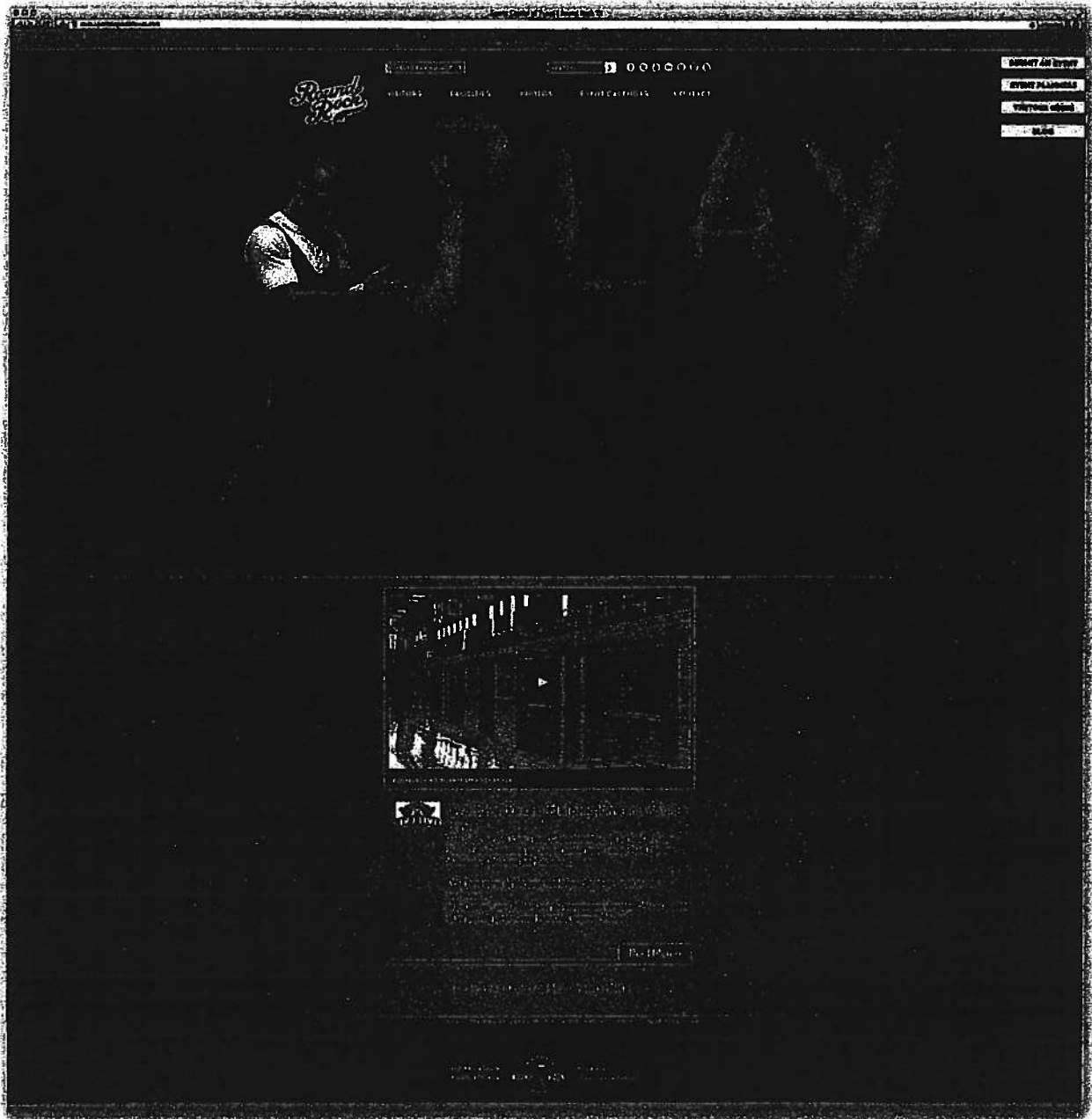


Exhibit "B"



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WEBSITE - www.SportsCapitalofTexas.com

With the addition of the new ads, we also updated the website to match the print campaign. We used parallax in the design for ease of navigation. Full screen images, clean design, and revised navigation were included in this update. The site was also made responsive to work across desktops, laptops, and mobile devices. We also implemented SEO and SEM strategies to help improve the website's performance.

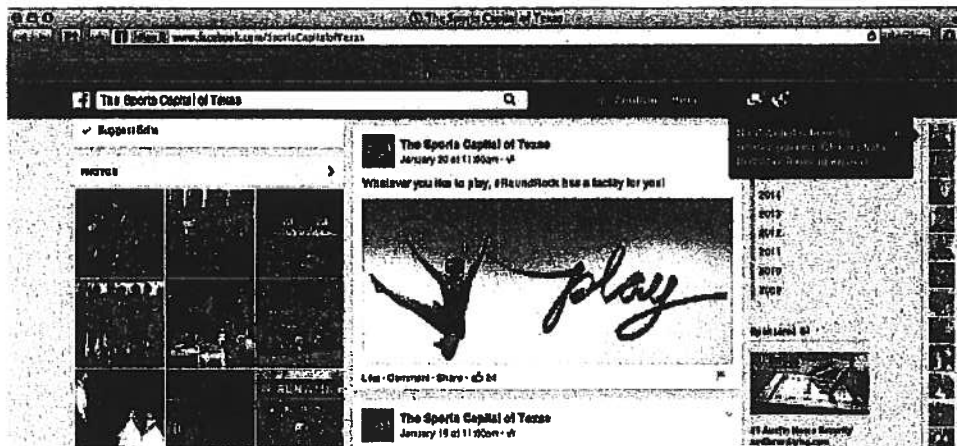


Exhibit "B"



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SOCIAL MEDIA

This year, we have focused on strategically moving RRCVB's social media forward and continuing to build upon the brand. We have also integrated our advertising campaigns within our social media to increase frequency and reach. Social media opens a line of communication between the Round Rock CVB and visitors to share content about the dining, lodging, sports facilities and upcoming events/tournaments. It also allows for a new avenue to drive traffic to the website.

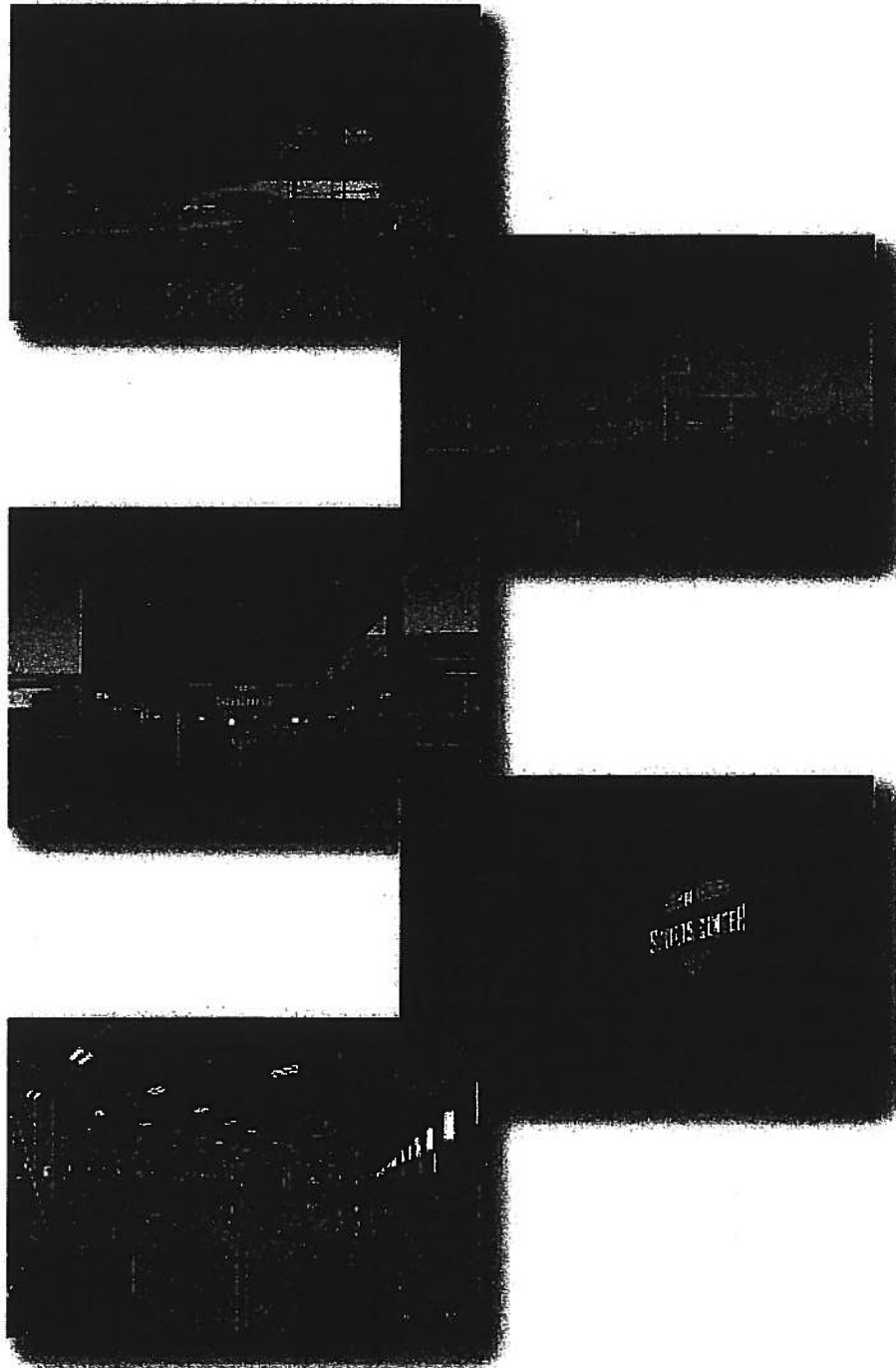


Exhibit "B"



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SPORTS CENTER - PHOTOGRAPHY

All new branding materials needed to be designed and built for the new Round Rock Sports Center, this all starts with great photography. We hired one of the best architectural photographers in the world, Mark Knight, to give us a beautiful view of the exterior and interior of the new facility.

A



LOGO

This is the official logo to be used for all branded applications. It features the sports center building above the name, with an open-indoor court below.

B



"BUILDING" LOGO

This version logo is geared towards event-based applications to showcase the facility over the sport aspect. Apply to all non-sports related event marketing materials, collateral, etc.

C



"COURT" LOGO

This logo is an alternative for all sports-based applications. Can be applied to all sports-related materials such as sports apparel, printed rulebooks, etc.

D



"NAME" LOGO

Use this simple logotype for horizontal placement when needed for tight spaces such as online web banners. Other uses include non-graphic collateral such as: Invoice forms, faxes, RFP requests, documents and more.

ROUND ROCK SPORTS CENTER - IDENTITY SYSTEM

The branding system that was designed for the Round Rock Sports Center was designed to be used and adapt to any application. From printing the logo on a wall to a ball, the logo is very versatile and can take a different form depending on the application that it is being used in.

Exhibit "B"



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ROUND ROCK SPORTS CENTER - WEBSITE - www.RRSPORTSCENTER.com

With the addition of the new indoor sports facility, we launched a new website featuring the new architectural photography. The site has a custom event calendar that can be easily updated. We also built a moving scoreboard that highlights the most recent events, the scoreboard is also a nod to the RRCVB's site. The site was also made responsive to work across desktops, laptops, and mobile devices.

Exhibit "B"



SPORTS CAPITAL OF TEXAS CAMPAIGN 2017

In our 2017 season, the brand new Round Rock Multipurpose Complex opening was the talk of the town in Round Rock. This high-profile world-class tournament facility needed an introduction campaign to inform residents and visitors of its capabilities. Arsenal partnered with the RRCVB to release a teaser and grand opening campaign that was created to integrate with a wide variety of media. It existed in print, online as digital banners, and within promoted social media advertisements to create the look and feel of a cohesive campaign.

Alongside the teaser and opening campaign, we collaborated with world-renowned photographer Mark Knight to produce a beautiful brochure that highlighted all features of the Complex with custom photography. In addition, we created a new responsive website for the RRMPC that was designed for easy editing and expansion, optimum UI/UX, SEO and SEM, and versatility across all devices.

Catering toward an increasingly digital-minded audience, we amped up our social media channels to engage our online community and inform them of local sporting events. The numbers we received in fan engagement showed off-the-charts improvement over previous years.

Complementing our heavy sports marketing was a project designed to target tournament planners and promoters to show them what Round Rock has to offer outside of sports facilities. The Round Rock Overview Brochure was created to give visitors a broad look at a wide variety of city attractions that appeal to all ages and personalities. In a similar vein, we created an Overview video scored with a custom soundtrack and videography that highlighted local Round Rock attractions. And finally, to round out the year's digital media production, we created a 360-degree drone aerial tour to contextualize the city of Round Rock and the proximity of its sports facilities to shopping, dining and lodging destinations.

RESULTS

- Evolved the brand to be more up-to-date with digital media and video
- Over 53,000 users visited the website over 65,000 times and viewed over 119,000 pages
- Growth of Facebook fan base by 20% with total engagements of over 31,000
- Saw great success with video on social media – over 175,000 total views this year
- Secured more than two dozen press articles in print and TV media about the launch of RRMPC, FC Barcelona, and Quidditch Cup
- Increased national awareness of the new Round Rock Multipurpose Complex, while encouraging sports and event planners to bring outdoor field sports to Round Rock
- Reinforced Round Rock's brand as the Sports Capital of Texas for amateur, youth, and recreational sports
- Demonstrated that a variety of outdoor field sports could now be hosted in Round Rock
- Integration of the campaign through print, social media, web banners and website
- Increased brand awareness amongst 18,000 sports event planners.

SERVICES PROVIDED

Branding, Print Advertising, Digital Media, Website, Paid Media Planning and Buying, Public Relations

Exhibit "B"



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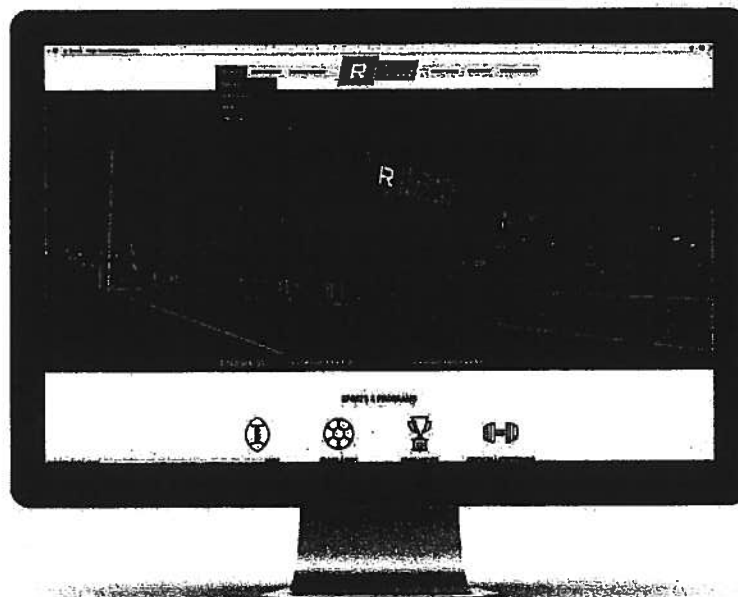
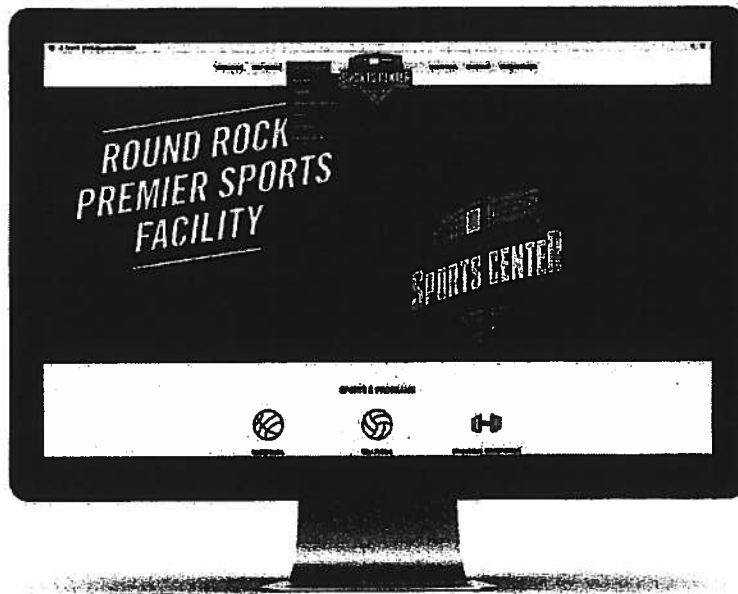
ROUND ROCK CVB DOUBLE PAGE ADS - PRINT CAMPAIGN

Round Rock's 2017 teaser and grand opening campaign for the Round Rock Multipurpose Complex featured amateur sports enthusiasts with faces of surprise – conveying the anticipation visitors had for the new complex. The campaign rolled out onto multiple media including print, digital banners, and promoted social media.

Exhibit "B"



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ROUND ROCK CVB - RR SPORTS CENTER WEBSITE & ROUND ROCK MPC WEBSITE

We created new responsive websites for the Round Rock Multipurpose Complex and Round Rock Sports Center. Both sites are built on the same content management system as the Sports Capital of Texas that allows for simple updates, easy SEO/SEM optimization, UI/UX navigation and versatility across all screens.

Exhibit "B"



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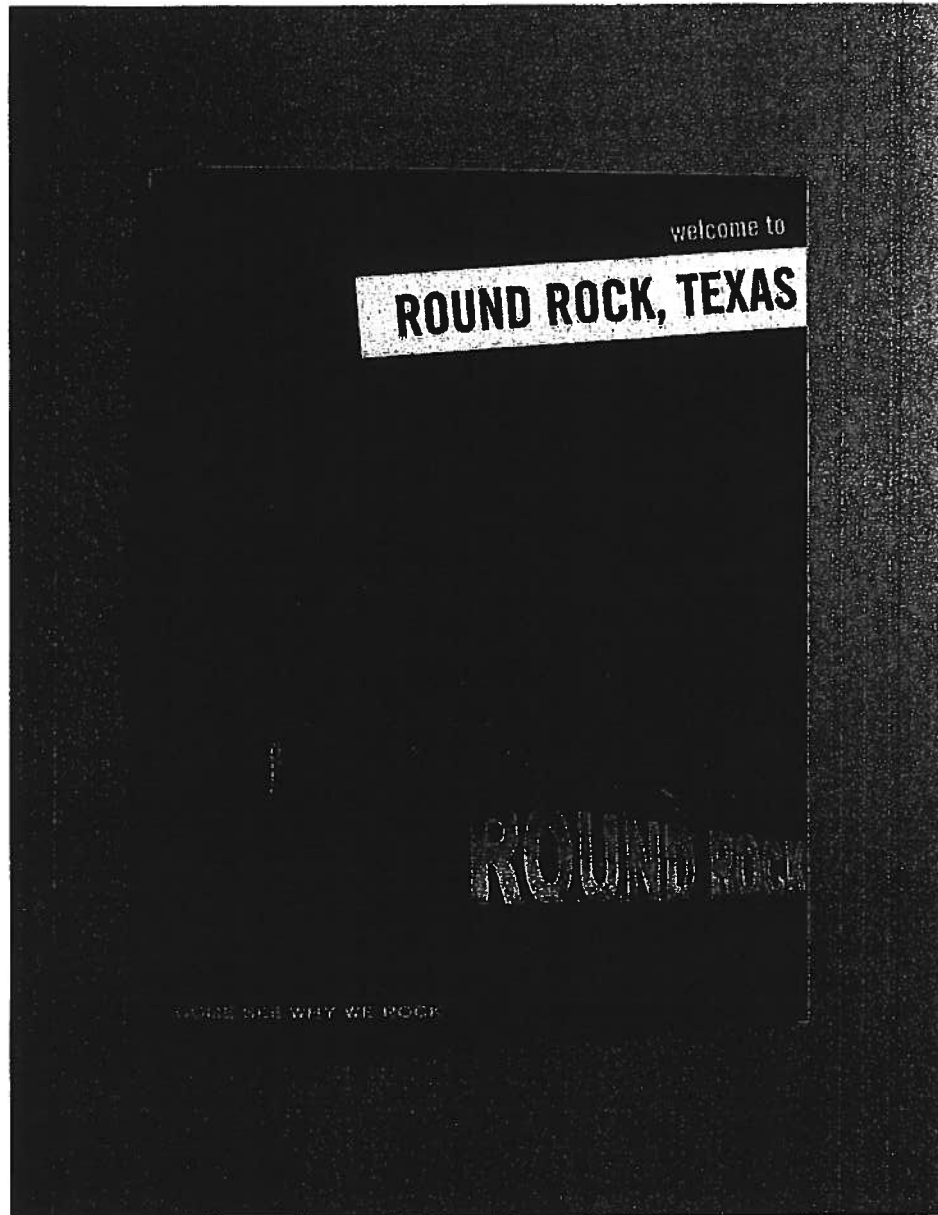
ROUND ROCK CVB - SOCIAL MEDIA

We maintained social media channels and worked to integrate our promotional campaigns for the grand opening of the Round Rock Multipurpose Complex. We were able to reach and target a new audience in this manner. We also experienced a vast increase in engagement with our custom digital media videos and assets.

Exhibit "B"



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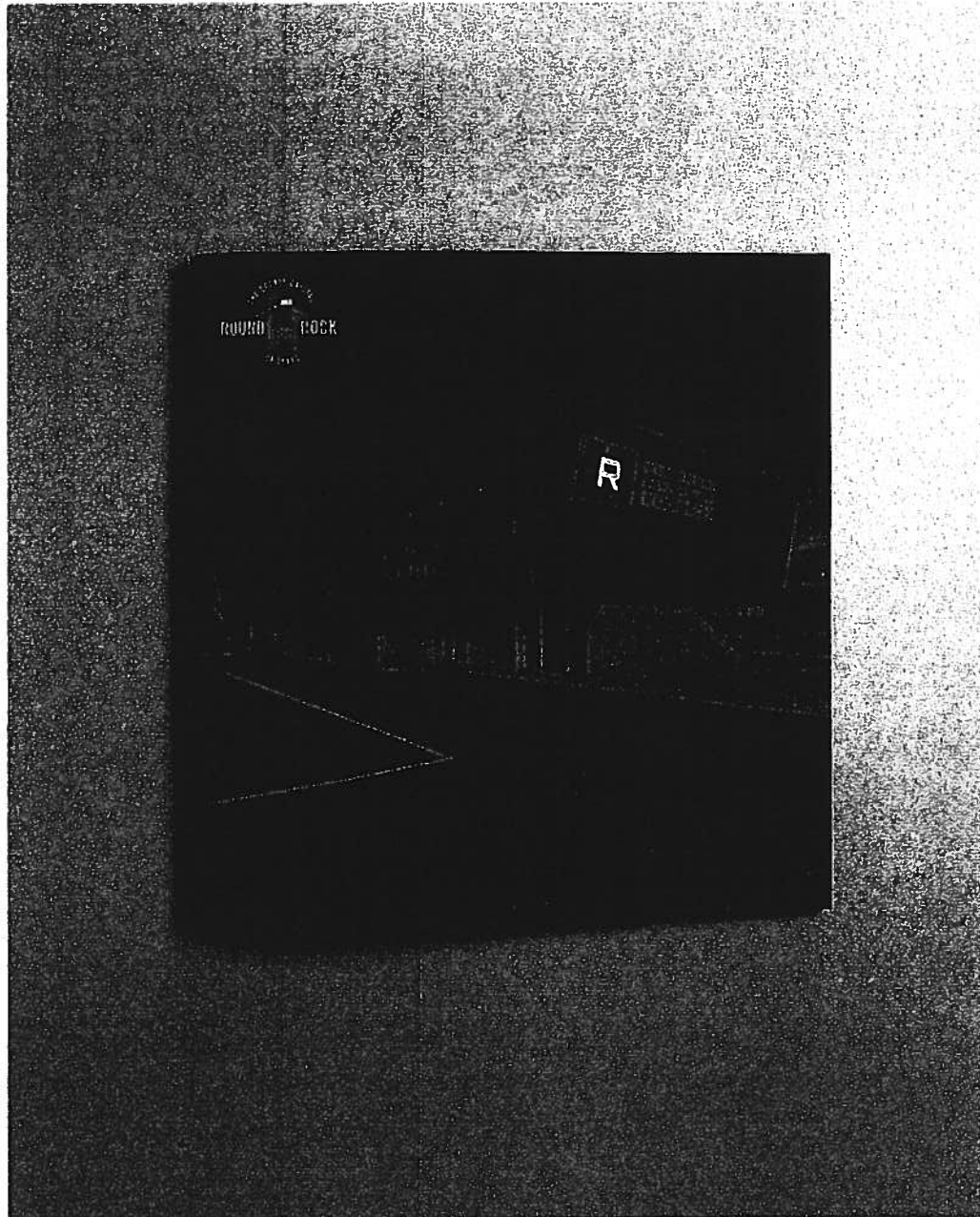
ROUND ROCK CVB - OVERVIEW BROCHURE

The Overview Brochure features big, bold photography and will be given to sports planners and destination planners; they provide Round Rock the opportunity to showcase popular attractions outside of the worldclass sports facilities.

Exhibit "B"



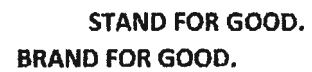
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ROUND ROCK CVB - ROUND ROCK MPC BROCHURE

Featuring beautiful custom photography and highlighting all capabilities of the Round Rock Multipurpose Complex, the brochure captures the field layout and amenities of the RRMPC.

Exhibit "B"

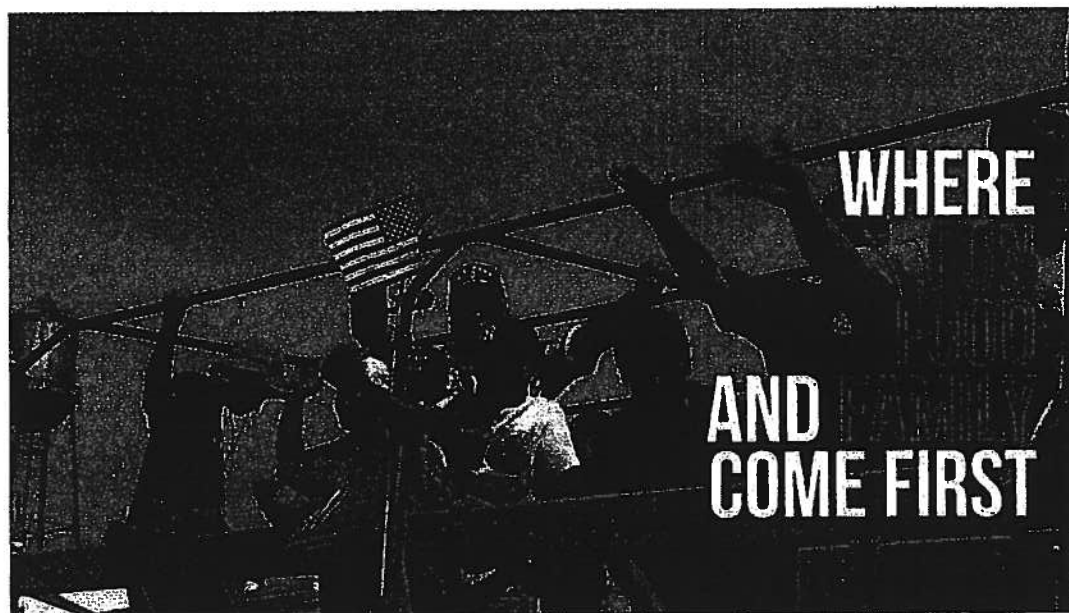
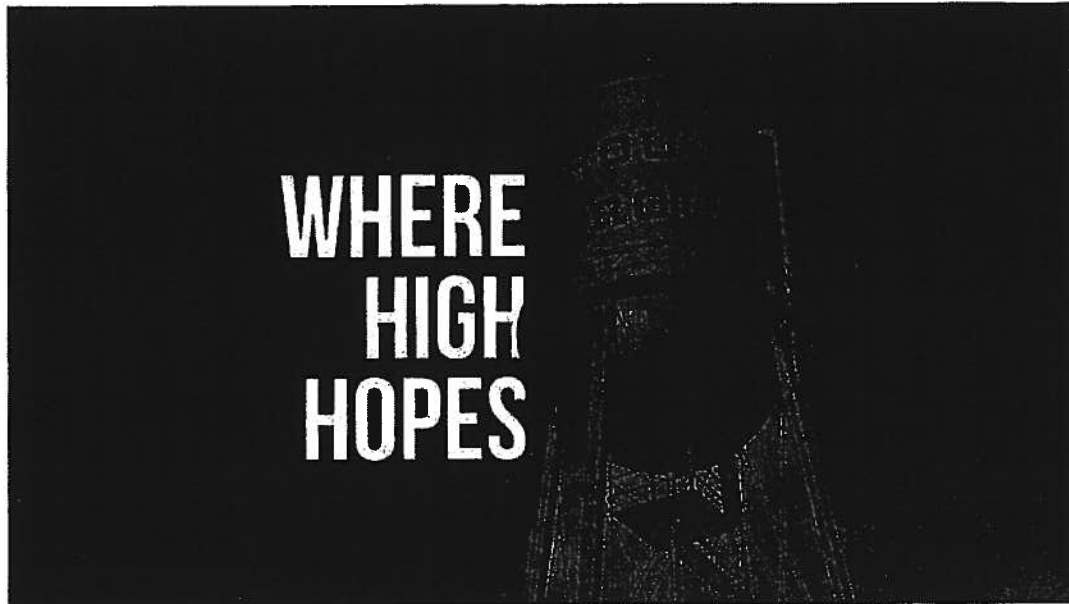


We were able to target a wide range of sports planners with a custom E-Blast containing information about the newly-opened Round Rock Multipurpose Complex. This email message complemented our print and digital campaign with Sports Destination Management.

Exhibit "B"



STAND FOR GOOD.
BRAND FOR GOOD.



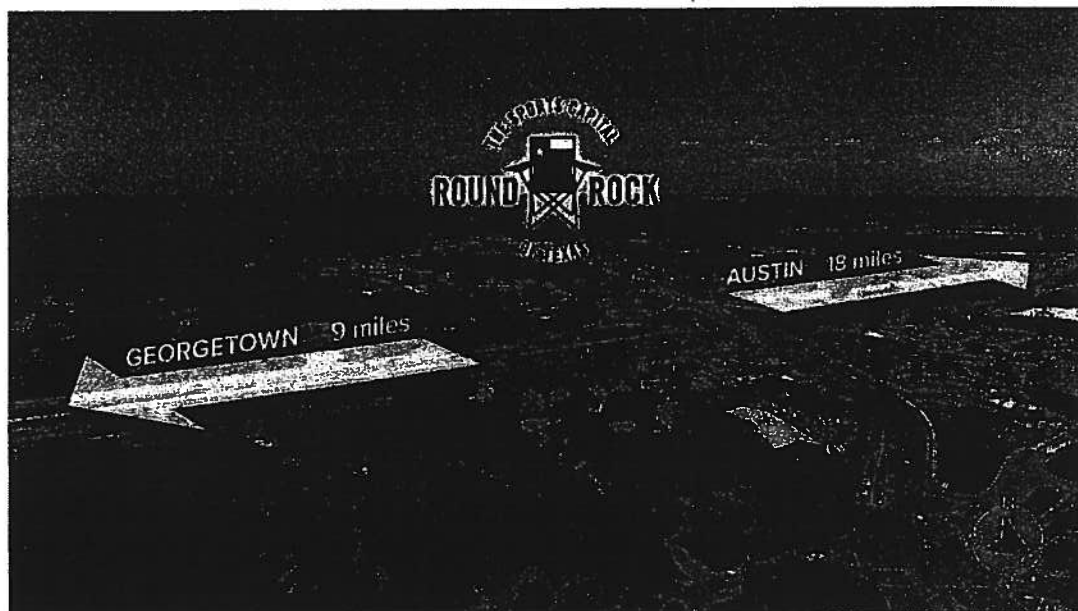
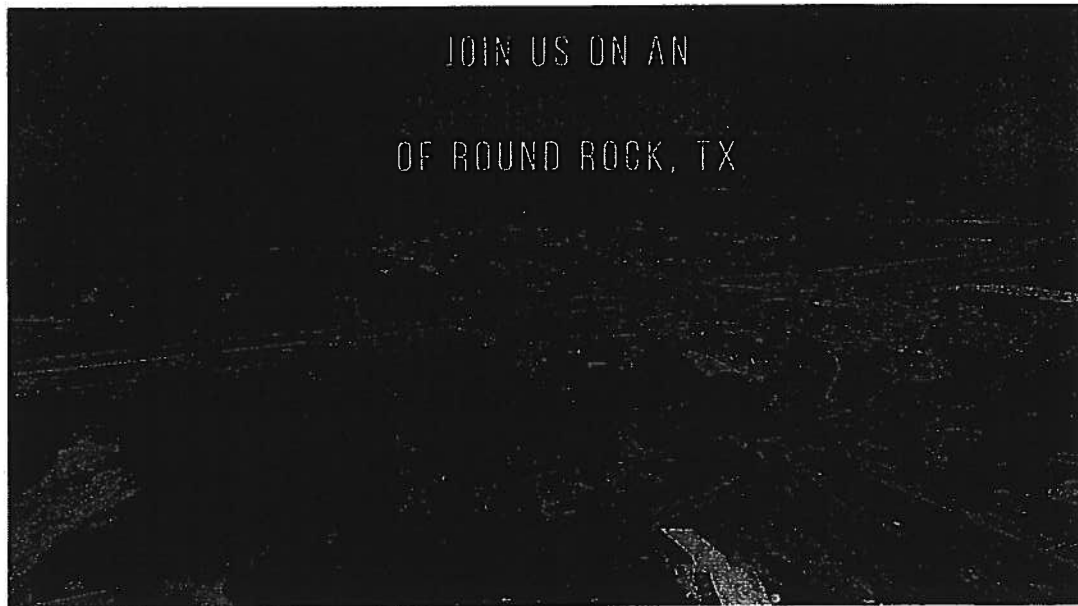
ROUND ROCK CVB - OVERVIEW VIDEO

This year, we produced a video that featured custom footage from all over Round Rock. A lively soundtrack and vibrant images creates a captivating depiction of Round Rock and all that it offers.

Exhibit "B"



STAND FOR GOOD.
BRAND FOR GOOD.



ROUND ROCK CVB - ROUND ROCK AERIAL TOUR VIDEO

We utilized new technology to create a 360-degree, drone photography virtual tour of Round Rock. The video tour shows our popular sports facilities in proximity to all of the other shopping, dining and lodging options found within the City. This video will live on the website and we believe at this time it is the first of its kind within the destination marketing category.

Exhibit "B"



STAND FOR GOOD. BRAND
FOR GOOD.

(ATTACHMENTS A, B, & C)

Exhibit "B"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

**ATTACHMENT A
REFERENCE SHEET**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

Respondent (Company): _____ Arsenal Advertising, LLC

Name (Typed / printed): _____ Anne Marie Scharrer

Telephone number: _____ 512-320-9090

E-mail Address: _____ annemarie@mightyarsenal.com

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications response. City of Round Rock references are not applicable. References may be checked prior to contract award.

Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research,
Description of Services: Media Planning and Buying, Social Media, Print and Digital Assets, Print and Digital Advertising, SEO/SEM, Website Design, Copywriting, Photography, Videography

Name of Contact:

Adena Lewis

Title of Contact:

Bastrop County Director of Tourism and Economic Development

Company Name:

Bastrop County Tourism

Exhibit "B"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

E-Mail Address: adena.lewis@co.bastrop.tx.us

Telephone #: 512-581-4011

Fax #: 512-581-7178

**ATTACHMENT A
REFERENCE SHEET
(Continued)**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

Respondent (Company): Arsenal Advertising, LLC

Name (Typed / printed): Anne Marie Scharrer

Telephone number: 512-320-9090

E-mail Address: annemarie@mightyarsenal.com

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications response. City of Round Rock references are not applicable. References may be checked prior to contract award.

Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research,

Exhibit "B"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

Description of Services: Print and Digital Assets, Print and Digital Advertising, Copywriting, Signage,
Videography, Out-of-Home Advertising

Name of Contact:

Ryan Roach

Title of Contact:

President

Company Name:

Mineral Wells Area Chamber of Commerce & Visitors Bureau

E-Mail Address: ryan@mineralwellstx.com

Telephone #: 940-325-2557 (o)
817-228-5626 (c)

Fax #:

940-328-0850

**ATTACHMENT A
REFERENCE SHEET
(Continued)**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR
QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE
QUALIFICATIONS.**

Respondent (Company): _____ Arsenal Advertising, LLC

Name (Typed / printed): _____ Anne Marie Scharrer

Exhibit "B"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

Telephone number: _____ 512-320-9090

E-mail Address: _____ annemarie@mightyarsenal.com

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of Respondent's request for qualifications. City of Round Rock references are not applicable. References may be checked prior to contract award.

Brand Strategy, Identity Design (logo, tagline, colors, fonts, etc.), Market Research,

Description of Services: Media Planning and Buying, Radio Advertising, Print and Digital Advertising, Print and Digital Assets, Social Media, SEO/SEM, Copywriting, Photography

Name of Contact:

Veronica Brown

Title of Contact:

Associate Director of Communications

Company Name:

Lone Star Circle of Care

E-Mail Address:

vbrown@lscctx.org

Telephone #:

512-686-0207 ext. 10120

Fax #:

Exhibit "B"

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

512-869-8502

Exhibit "B"

Page 55 of 17

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

ATTACHMENT B

QUALIFICATIONS SUBMITTAL FORM AND EXECUTION OF QUALIFICATIONS

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFQ are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Qualifications or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Qualifications is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for qualifications.

RESPONDENT (COMPANY): Arsenal Advertising, LLC

SIGNATURE (IN INK): Anne Marie Scharrer

NAME (TYPED/PRINTED): Anne Marie Scharrer

TITLE: CEO **DATE:** 10/25/17

STREET: 1201 W. 6th Street, Suite C

CITY/STATE/ZIP: Austin, Texas 78703

TELEPHONE AND FAX/SCMILE NO.: 512-320-9090 (o)
512-330-4496 (f)

E-MAIL ADDRESS: annemarie@mightyarsenal.com

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

ATTACHMENT B

(Continued)

QUALIFICATIONS SUBMITTAL FORM AND EXECUTION OF QUALIFICATIONS

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 46-5359427

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

City of Round Rock
Round Rock Convention & Visitors Bureau
Marketing & Advertising Consulting Services
RFQ No. 17-024
Class 918 / Item 76
October 2017

ATTACHMENT C

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE QUALIFICATIONS.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 10/18/17

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

Respondent (Company): Arsenal Advertising, LLC

Signature (In Ink): Anne Marie Scharrer

Name
(Typed/printed): Anne Marie Scharrer

Title: CEO Date: 10/25/17

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.

Arsenal Advertising, LLC
Austin, TX United States

Certificate Number:
2018-348100

Date Filed:
05/03/2018

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.

RFQ No. 17024/ RRCVB Mktg
City CVB Advertising and Marketing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Smith, Jonathan	Austin, TX United States	X	
	Scharrer, Anne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Anne Marie Scharrer, and my date of birth is 4-16-73.

My address is 205 Bulian Lane Unit B 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 4th day of May, 2018.
(month) (year)

Anne Marie Scharrer
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase and installation of lighting for phase two of the Clay Madsen Recreation Center Field Lighting Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$92,000.00

Indexes: General Self-Financed Construction; Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2018-5476

This item will authorize the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase and installation of field lighting for phase two of the Clay Madsen Recreation Center Field Lighting Project. Lighting for phase one was approved with Resolution # R-2018-5289 on March 22, 2018.

With the conversion of Luther Peterson Park to the new Public Works building, the City will lose five soccer fields. In order to continue to support league play, it will be necessary to replace at least some of these fields. The Clay Madsen Soccer Field Project will develop the vacant land next to the Clay Madsen Recreation Center and provide two full-size soccer fields and additional parking. Lighting these fields will extend the amount of time they can be used. This project will include installing a complete LED lighting system to light both fields. Overall, the City and PARD have worked toward installing only LED lights as they require much less energy to operate.

Cost: \$92,000.00

Source of Funds: 50% General Self-Financed Construction & 50% Self-Financed Water Construction

RESOLUTION NO. R-2018-5476

WHEREAS, the City of Round Rock (“City”) desires to purchase certain services, field lighting and installation services for Phase II of the field lighting project at the Clay Madsen Recreation Center, and

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

WHEREAS, Musco Sports Lighting, LLC is an approved vendor of the Buy Board, and

WHEREAS, the City desires to purchase certain goods and services from Musco Sports Lighting, LLC through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase and Installation Services for Phase II of Field Lighting Project at Clay Madsen Recreation Center with Musco Sports Lighting, LLC, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.1804; 00401094

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE AND INSTALLATION SERVICES FOR PHASE II
OF FIELD LIGHTING PROJECT AT
CLAY MADSEN RECREATION CENTER
WITH
MUSCO SPORTS LIGHTING, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THAT THIS AGREEMENT for the purchase of field lighting and installation services for Phase II of the field lighting project at Clay Madsen Recreation Center located in Round Rock, Texas, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of May, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MUSCO SPORTS LIGHTING, LLC, whose offices are located at 100 1st Avenue West, P.O. Box 806, Oskaloosa, Iowa 52577 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain services, field lighting and installation services for Phase II of the field lighting project at the Clay Madsen Recreation Center, and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 512-16; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's Proposal dated April 17, 2018 (attached as Exhibit "A").

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

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

B. This Agreement shall terminate upon the purchase and installation of all goods and services as described in Exhibit "A."

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any

inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 SCOPE OF WORK

Vendor shall satisfactorily complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein.

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

Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **Ninety-Two Thousand and No/100 Dollars (\$92,000.00)** for the goods and services set forth in Exhibit "A."

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

12.01 CITY'S REPRESENTATIVE

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

Katie Baker
Park Development Specialist
Parks and Recreation Department
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3355

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-

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

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Musco Sports Lighting, LLC
100 1st Avenue West
P.O. Box 808
Oskaloosa, IA 52577

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures appear on the following page.]

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

City of Round Rock, Texas

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

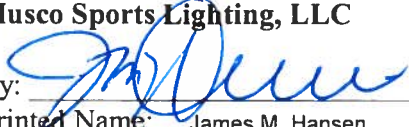
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Musco Sports Lighting, LLC

By:  _____
Printed Name: James M. Hansen
Title: Secretary
Date Signed: April 24, 2018

Quote

Project: Clay Madsen Soccer Fields

Round Rock, TX

Ref: 184608

Date: April 17, 2018

BuyBoard

Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019

Commodity: Parks/Rec & Field Lighting

Quotation Price – Materials Delivered to Job Site and Installation

➤ **Second Soccer Field**

\$ 92,000.00

Sales and Use tax (if applicable) is not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 20 footcandles

System Description – Second Field

- (2) Pre-cast concrete bases with integrated lightning grounding
- (2) 70' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole-top luminaire assemblies
- (20) Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control -Link® System for remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

See attached Scope of Work

Payment Terms

Payment terms to be determined by Musco's Credit Department.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & BuyBoard:

Musco Sports Lighting, LLC

Attn: Ryan Tighe

Fax: 800-374-6402

BuyBoard Cooperative Purchasing

Attn: Sharon McAfee

Fax: 800-211-5454



©2016, 2017 Musco Sports Lighting, LLC

Exhibit "A"

Quote

Email: musco.contracts@musco.com

Email: info@buyboard.com

**All purchase orders should note the following:
BuyBoard purchase – Contract Number: 512-16**

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and phasing to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115 MPH, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Quote for this soccer field is based on the purchase of the first soccer field at this facility for \$173,000 on March 23, 2018 that included accommodations for this field.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or need additional details.

Brant Troutman
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 512-914-9500
E-mail: brant.troutman@musco.com

**Clay Madsen Soccer Fields - Project #184608
Round Rock, TX
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by "One Call" and irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.



©2016, 2017 Musco Sports Lighting, LLC

-2-
Exhibit "A"

Quote

3. Locate and mark field reference points per Musco supplied layout.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Owner responsible for any power company fees and requirements. **(If necessary).**
6. Owner responsible for all permitting fees (payment). Contractor will obtain the required permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide sealed Electrical Plans.

Musco Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on provided soils report.
5. Musco shall provide Performance and Payment Bonds in an amount equal to the total amount of bid. **(Only if Required, Not included in quote)**

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Obtain any required permitting.
5. Provide materials and equipment to build and install a 200 amp 277/480 volt 3 phase electrical service panel as required and to be installed on a pipe rack with strut.
6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design. Runs will include 1 circuit per each "outside pole" and 3 circuits on the "common poles" **(one circuit for field 1 fixtures, one circuit for field 2 fixtures and one circuit for security fixtures).**
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
8. Provide materials and equipment to install (6) LSS foundations as specified on Layout.
9. Remove spoils to owner designated location at jobsite.
10. Provide materials and equipment to assemble and install the TLC-LED-1150 fixtures and terminate all necessary wiring.
11. Provide equipment and materials to assemble and erect (6) LSS Poles.
12. Provide equipment and materials to install (1) Lighting Contactor Cabinet and terminate all necessary wiring.
13. Provide step down transformer for 120v control circuit if not available.
14. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).
15. Check all Zones to make sure they work in both auto and manual mode.
16. 1 hour comprehensive burn of all lights on each zone.
17. Set base line for the DAS (Diagnostic Acquisition System).
18. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
19. Provide startup and aiming as required to provide complete and operating sports lighting system.
20. Provide as built drawings on completion of installation.



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.

Musco Sports Lighting, LLC
Oskaloosa, IA United States

Certificate Number:
2018-342890

Date Filed:
04/23/2018

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, TX

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

Clay Madsen Soccer Fields
sports lighting equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Musco Corporation	Oskaloosa, IA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is James M. Hansen, and my date of birth is 12/09/58.

My address is 100 1st Avenue West, Oskaloosa, IA, 52577, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Mahaska County, State of Iowa, on the 23rd day of April, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the purchase of a drainage easement from the SPJST Lodge for the Utilities and Transportation facility on Luther Peterson Place.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Chad McDowell, General Services Director

Cost: \$56,000.00

Indexes: Self-Financed Water Construction; 2019 Certificates of Obligation

Attachments: Resolution, Exhibits

Department: General Services Department

Text of Legislative File 2018-5472

The purchase of this easement is necessary for drainage for the Luther Peterson Project. The easement is appraised for \$50,997. The SPJST Board of Directors have offered to sell the easement for \$56,000.00

Cost: \$56,000

Source of Funds: *Self-Financed Water Construction and 2019 Certificates of Obligation*

RESOLUTION NO. R-2018-5472

WHEREAS, the City of Round Rock (“City”) is planning to construct a Public Works Facility located at 910 Luther Peterson to house the administrative, field and shop functions of the Transportation and Utilities Departments (“Project”); and

WHEREAS, a drainage easement as described in the attached Exhibits A-1 and A-2 is necessary for the Project; and

WHEREAS, the Council desires to authorize the purchase of a drainage easement from the SPJST Lodge for the Public Works Facility on Luther Peterson Place, Now Therefore

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

That the City Council hereby authorizes the purchase of the above described drainage easement from the SPJST Lodge for the Public Works Facility on Luther Peterson Place for the purchase price of \$56,000.00.

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 24th day of May, 2018.

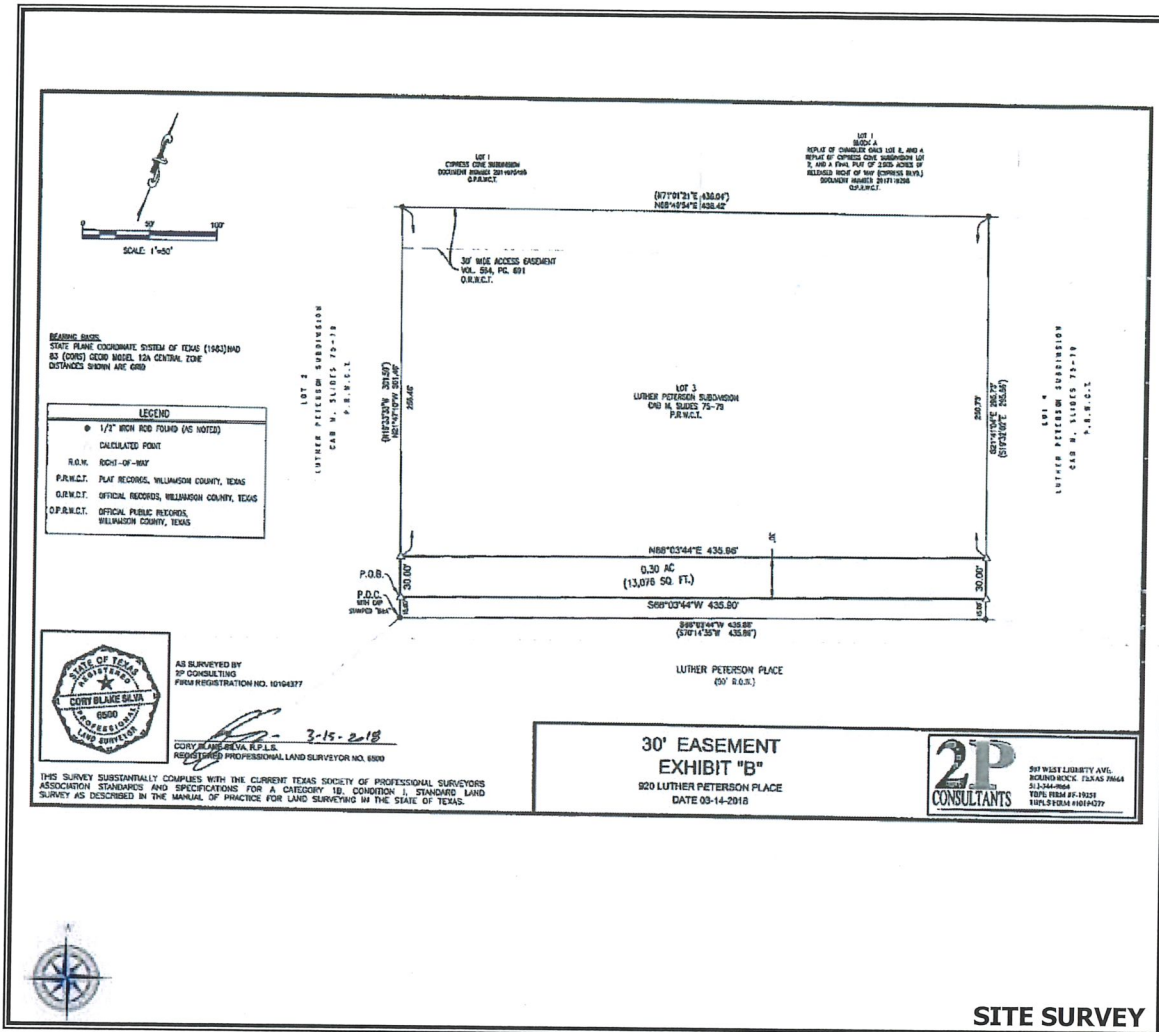
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

VALUATION OF THE ACQUISITION AREA







City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Lisa Rae Street Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$110,825.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5450

In 1984, Lisa Rae Drive, Joyce Lane, and Ray Berglund Boulevard were involuntary annexed into the City of Round Rock. In the early 2000's, bonds were passed to perform improvements on these three streets, but during construction funding ran short and only Joyce Lane and Ray Berglund Boulevard were constructed. Per the annexation agreement, Lisa Rae Drive remained a private drive.

In October 2012, residents along Lisa Rae Drive approached the City concerning maintenance to Lisa Rae Drive. Residents asked the City if a maintenance agreement could be entered into in order to construct a new street similar to Ray Berglund Boulevard and Joyce Lane. The City determined that the construction of a new street could only be possible if all property owners donated the required Right-of-Way (ROW) needed to construct Lisa Rae Drive. After several discussions with the six residents along Lisa Rae Drive, they have all agreed to donate the required 25-feet of property for the necessary ROW. On May 11, 2018, the City executed the documents needed to acquire the donated ROW necessary to construct Lisa Rae Drive.

The Lisa Rae Drive Improvements project will consist of approximately 700 linear feet of new 20-foot wide asphalt pavement with ribbon curb; approximately 500 linear feet of new 8-inch water line; and approximately 1,000 linear feet of new 8-inch wastewater line. In June 2016, Halff and Associates performed the preliminary engineering design for the proposed street, water, and wastewater infrastructure. This agenda item is for the engineering services related to final design and construction phase services needed to construct the improvements to Lisa

Rae Drive. Staff has selected and recommends Halff and Associates, Inc. for final design of this project.

Cost: \$110,825.00

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2018-5450

WHEREAS, the City of Round Rock desires to retain engineering services for the Lisa Rae Street Improvements Project, and

WHEREAS, Halff Associates, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Halff Associates, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Halff Associates, Inc. for the Lisa Rae Street Improvements 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 24th 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: HALFF ASSOCIATES, INC. ("Engineer")

ADDRESS: 9500 Amberglen Boulevard, Building F, Suite 125, Austin, TX 78729

PROJECT: Lisa Rae Street Improvements

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 One Hundred Ten Thousand Eight Hundred Twenty-Five and No/100 Dollars, (\$110,825.00). 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:

Dan Franz, P.E.
Public Works Team Lead
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729
Telephone Number (512) 777-4606
Fax Number (512) 869-0089
Email Address dfranz@halff.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:

Dan Franz, P.E.
Public Works Team Lead
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729

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

HALFF ASSOCIATES, INC.

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

1.0 SERVICES TO BE PROVIDED BY CLIENT

- i) Provide the Engineer with timely reviews and decisions to enable Engineer to maintain the project schedule.
- ii) Meet with the Engineer on an as-needed basis.
- iii) Provide Engineer ROE, ROW, and easement documentation associated with the Project.
- iv) Construction Inspection, construction materials testing and Pay Application processing.
- v) Pavement cross section design for the Lisa Rae roadway improvements.

EXHIBIT B

Engineering Services

Lisa Rae Drive Improvements

Halff Associates, Inc. (Halff) will produce construction plans, consistent with the City of Round Rock (City) standard guidelines and specifications, to install a paved road and extend City utility services along the length of Lisa Rae Drive in Round Rock, Texas. The proposed improvements will consist of a two-lane asphalt road in newly acquired right of way (ROW) and the extension of a new water main originating from the site of an adjacent fire station and a new wastewater main from the City's existing system at Ray Berglund Blvd. It is assumed the City will initiate formal construction of the proposed project.

TASK 1.0 PROJECT MANAGEMENT

Project Management and Administration

- The Engineer has provided for three project design meetings and one public coordination meeting.
- Time has been included for general project coordination with the City and Sub-Consultants.
- Time for Invoice and Progress Report creation has been included in the fee.

TASK 2.0 FIELD SURVEY

A. Project Control

1. Primary control - horizontal & vertical (3-Dimensional (3D) control)
 - a) The surveyor shall set 3 or more primary control monuments, one monument near each end of the project and outside of project limits. Additional monuments shall be set so that the interval between primary control monuments does not exceed approximately 2 miles. Primary Control monuments shall be placed where disturbance and future construction is least anticipated. Information required shall include but not be limited to Texas Coordinate System (TCS) state plane coordinates and surface coordinates, TCS Zone, elevation (North American Vertical Datum 88 (NAVD 88) unless otherwise specified), project station and offset, monument description, reference or basis monument(s) used, a control layout map and location sketches tying monuments to a minimum of three existing features.
2. Secondary control-
 - a) Additional control shall be set as necessary to accomplish the survey efficiently and accurately. Information shall also be provided in the deliverables on any additional control set for the project.

3. All survey data collected by the surveyor for the purposes of this work authorization shall be based upon:
 - a) The latest National Geodetic Survey (NGS) datum adjustment (presently North American Datum (NAD) 83, epoch 2010, geoid 2012B) and the latest elevation adjustment.

B. Design Surveys and Construction Surveys

1. It's expected that City staff will acquire right of entry from property owners during property acquisition negotiations.
2. The surveyor shall collect data for a typical design and topographic survey as further detailed in State Survey specifications. Process data for DTM & Triangle Irregular Network (TIN) (2D & 3D), including but not limited to chains and points; planimetric maps (2D) & topographic maps, cross sections and/or drainage analysis and other needs as detailed below.
 - a) Typical DTM & topographic data includes but is not limited to: natural ground (NG), roadway surfaces, edge of pavement (EP), centerline, grade breaks, striping, driveways and side streets (determine driveway/side street radii), curb, ditches, culverts, headwalls, drainage structures, channel(s), riprap, power poles, signs, delineators, luminaries, fences, manholes, sewer lines, telephone boxes, junctions, etc., water valves, fire hydrants, pipeline crossings, gas meters, gas valves, etc., and any other utility.
 - b) Driveway and street/City road data collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET).
 - c) Cross road structures data (includes culverts and bridge class structures), collect type, size, end treatment, etc., and profile for crossroad structure.
 - d) Run existing cross sections as a back check for errors in data or processing
 - e) The Texas Excavation Safety System, DIGTESS one call system (phone number 1-800-DIG-TESS) shall be notified for utility locations and prior to drilling, setting or driving anything including property corners or control monuments below 16" depth, as detailed by DIGTESS (<http://www.digtess.org>), which may impact or be impacted by the existence of any underground utility, whether visible or not. Note that some local or city utilities may not be a part of the DIGTESS system and may require separate notification.

DELIVERABLES:

A. Design Surveys (3D model, TIN, etc.)

The Surveyor Shall Provide Deliverables as stated below:

1. Data
 - a) Raw field data
 - b) Processed field data
 - c) 3D & 2D Topo (.dgn) processed files in MicroStation (latest version), with all chains and points.
2. Raw GPS files
 - a) For static GPS sessions, in RINEX format.
 - b) For RTK GPS, furnish reports of network information.
3. ASCII file(s) of final position information.
4. MicroStation file or files (.dgn) (latest version) of all drawings.
5. .gpk, .prj, .tin and .dat files that are compatible with Geopak in MicroStation (latest version) format.

SPECIFICATIONS & STANDARDS FOR THE WORK:

The surveyor shall perform all work in accordance with the contract and the provisions, standards, specifications, manuals (TxDOT Survey Manual, ROW- Vol. I, Procedures Preliminary to Release, et al), methods, procedures, deliverables, deliverable format and any other information contained within or referenced to in the contract as previously agreed to by both parties.

TASK 3.0 CONSTRUCTION DOCUMENTS

A. Roadway Design Services

1. The public improvements proposed are the result of discussions between the residents on Lisa Rae Drive and the City initiated as part of the City's efforts to upgrade several locations in the area in the past. The proposed roadway improvements consist of a two-lane asphalt road approximately 20 feet wide, excluding planned ribbon curb, beginning at the intersection of Double Creek Drive and Lisa Rae Drive and terminating to the east at the end of the ROW. Driveway connections to existing driveways will be included as well as a turnaround for emergency vehicles. The road and utility improvements will be installed in newly acquired public Right of Way. There will be some incidental construction included in the plans to address existing landscaping and fences. It's anticipated that the final grade will nearly match the existing conditions to minimize the impact of the new pavement on storm runoff. Construction plans will be prepared in accordance with City of Round Rock and TCEQ standards and consist of the following drawings:
 - a. Cover Sheet
 - b. General Notes
 - c. Survey Control

- d. Drainage Calculations
 - e. Demolition Plan
 - f. Roadway Plan and Profile Sheets
 - g. Signage and Striping Plan Sheets
 - h. Traffic Control Plan
 - i. Erosion Control Plan
 - j. Standard Details
2. Halff will prepare technical specifications for the project beginning at the 90% stage.
 3. Halff will prepare an opinion of probable construction costs (OPCC) for each of 60%, 90% and 100% submissions.
 4. Halff will submit each level of plan preparation to the City for review, comment, and approval.

TASK 4.0 UTILITY DESIGN

Currently, the City of Round Rock residents along Lisa Rae Drive use septic systems and well water for their utility needs. As part of this project, utility improvements consisting of a new water main and a new wastewater main will be installed parallel to the new road. Water and wastewater service connections will be provided to each property within the project limits. The actual locations will be determined through input from the residents. The anticipated scope of the proposed utilities is approximately 500 linear feet of 8" waterline and 1,000 linear feet of wastewater main. Utility plans will be produced in conjunction with the roadway plans and plan submittals for City review will follow the construction plan schedule.

TASK 5.0 CONSTRUCTION PHASE SERVICES

A. Bid Phase Services

1. Halff will provide assistance to the City project team in responding to questions from bidders and provide clarifications as reasonably needed.
2. Attendance for the project pre-bid meeting.
3. Halff will prepare contract addenda as necessary to incorporate into the construction document bid package.
4. Halff will prepare a bid tabulation and recommendation for the contractor bids submitted on the project.

B. Construction Administration

1. Submittal Review
 - a. Review and provide written responses to contractor submittals (18 anticipated) and RFI's (4 anticipated) on construction drawings and specifications prepared under this proposal.
2. On-Site Meetings and Construction Observation
 - a. Halff Associates will provide periodic observation and attend meetings during the site work phase of construction for the

project. Up to two (2) site visits/site meetings are budgeted for this task. Additional requested attendance over this number can be provided for an additional scope and fee.

- b. Assist the City in determining whether work conforms to the contract documents or should be rejected.
- c. In addition to the above construction observation services, Halff will attend the pre-construction meeting at the start of construction.

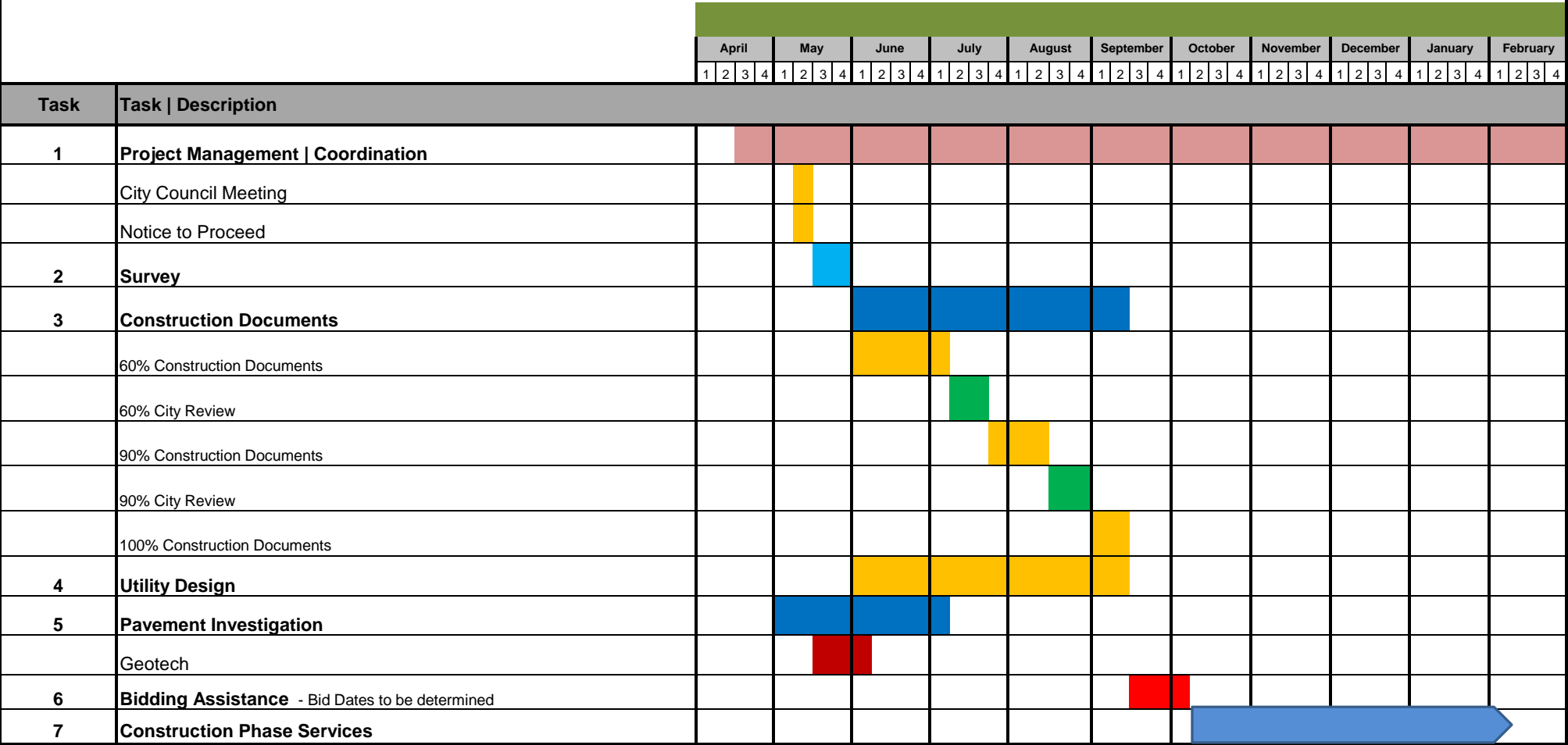
SERVICES NOT COVERED

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract will be required before work can proceed. Additional services include but are not limited to the following:

- 1. Cultural Resources Survey and Permitting.
- 2. Construction Materials Testing Services.
- 3. Construction Phase survey services.
- 4. Property acquisition services including appraisal and condemnation services or Easement preparation.
- 5. Boundary survey for new ROW, including property monuments.
- 6. Drafting, preparation or submittal of formal agreements between the Owner and City or other outside agencies.
- 7. Design and Utility coordination of private utilities such as electrical, gas, or communications facilities.
- 8. Any Environmental Analysis including investigation and permitting.
- 9. Traffic Signal Design.
- 10. Traffic Signal warrant study.
- 11. Utility System modeling
- 12. SWPPP preparation for the project. SWPPP to be requirement of contractor.

13. Attendance at public meetings or City Council, Planning & Zoning meetings.
14. Contractor Pay Application and Quantity review
15. Subsurface utility engineering. It is assumed that all existing utilities on Lisa Rae are on existing poles that will not be impacted by this project. Contractor will utilize the DIGTESS system before construction.
16. Geotechnical Engineering Services – Pavement or foundation recommendations.

EXHIBIT C - Work Schedule



Notes: This schedule is preliminary. General design and review time may adjust overall project

EXHIBIT D

Fee Schedule

Compensation for design services shall be paid by the City to Halff for all services required for work stated under the following Tasks in the following time and material estimate amounts:

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	32	\$6,850.00	\$0.00	\$0.00	\$6,850.00
Task 2: Survey	50	\$7,060.00	\$0.00	\$0.00	\$7,060.00
Task 3: PS&E Construction Documents	521	\$65,030.00	\$0.00	\$0.00	\$65,030.00
Task 4: Utility Design	147	\$18,410.00	\$0.00	\$0.00	\$18,410.00
Task 5: Construction Phase Services	90	\$13,475.00	\$0.00	\$0.00	\$13,475.00
GRAND TOTAL:	772	\$97,350.00	\$0.00	\$5,400.00	\$110,825.00

ENGINEER shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared for each individual task listed.

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2018

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	CONTACT NAME: Candy Goehring	
	PHONE (A/C, No, Ext): 972-581-4915	FAX (A/C, No): 972-581-4916
	E-MAIL ADDRESS: cgoehring@bellgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Ins. Co	20508
	INSURER B: National Fire Ins. Co.	20478
	INSURER C: Continental Casualty Company	20443
	INSURER D: Amer. Casualty Co of ReadingPA	20427
	INSURER E: Ironshore Specialty Ins Co	25445
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 872591860**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 INSD	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 <input checked="" type="checkbox"/> OTHER: Contractual Liab			6049909053	7/12/2017	7/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6049909036	7/12/2017	7/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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 \$ 10,000			6049909070	7/12/2017	7/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6049909067	7/12/2017	7/12/2018	<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
E	Professional Liab. Claims Made			002091903	7/12/2017	7/12/2018	Per Claim Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Round Rock is included as additional insured as respects general liability and is primary non-contributory if required by written contract

CERTIFICATE HOLDER**CANCELLATION**City Manager, City of Round Rock
221 East Main Street
Round Rock TX 78664
USA

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

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CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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

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

Half Associates, Inc.
Austin, TX United States

Certificate Number:
2018-342293

Date Filed:
04/20/2018

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

City of Round Rock

Date Acknowledged:

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

Lisa Rae Street Improvements
Engineering, survey

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kunz, Pat	Richardson, TX United States	X	
	Kuhn, Greg	Richardson , TX United States	X	
	Killen , Russell	Fort Worth, TX United States	X	
	Ickert , Andrew	Fort Worth , TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	
	Franz, Daniel	Austin, TX United States	X	
	Zapalac, Russell	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Skipwith, Walter	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Half Associates, Inc.
Austin, TX United States

Certificate Number:
2018-342293

Date Filed:
04/20/2018

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.

Lisa Rae Street Improvements
Engineering, survey

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. ☐

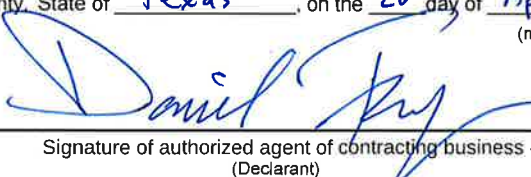
6 UNSWORN DECLARATION

My name is Daniel Franz, and my date of birth is 7/28/77.

My address is 4130 Moss Hollow Dr. Round Rock TX 78681 USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 20 day of April, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Date: 5/7/2018



LISA RAE DRIVE IMPROVEMENTS



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute the Fifth Amendment to the Amended and Restated Consent Agreement Among RSP Partners Development, L.P., SEDC Devco, Inc., and Siena Municipal Utility District Nos. 1 and 2.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$68,445.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Bid Tab, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5460

This Fifth Amendment to the Amended and Restated Consent Agreement is entered into among the City of Round Rock, Texas; RSP Partners Development, L.P. (Developer); SEDC Devco, Inc.; and Siena Municipal Utility Districts No. 1 and No. 2 (Districts).

The City and Developer entered into the Amended and Restated Consent Agreement (the "Original Agreement" and, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment); and the City, Developer, SEDC and the Districts now desire to amend the Consent Agreement (Fifth Amendment) to address SEDC's construction of Line C-5 Phase 4 of the McNutt Interceptor.

Service to the Districts from the McNutt Interceptor requires the construction of Line C, which connects to Line B is comprised of six phases: Line C-1, Line C-2, Line C-3, Line C-4, Line C-5 and Line C-8. SEDC has constructed Line C-5 Phase 4. In order to serve the Districts only, Line C-5 Phase 4 would be required to be constructed as a 12-inch line. At the City's request, Line C-5 Phase 4 was oversized as an 18-inch Line in order to provide additional capacity for future development.

Prior to construction, Line C-5 Phase 4 was designed by Randall Jones Engineering, Inc. and the plans and specifications were reviewed and approved by the City. Within 45 days after the date of this Amendment, the City will reimburse SEDC for the City's cost share of engineering fees for the Plans, which is \$68,445; and the costs of inspection, testing, permits and

environmental studies for Line C-5 Phase 4, which is \$800.

The contract for construction of Line C-5 Phase 4 was advertised for bid by SEDC, on behalf of the Districts, in accordance with all applicable legal requirements, including Chapter 49, *Texas Water Code*. Line C-5 Phase 4 was bid both at the size originally proposed by SEDC and at the size required by the City. The contract for Line C-5 Phase 4 was awarded by SEDC, on behalf of the Districts, to the lowest responsible bidder, Cash Construction Co., Inc.

The City's share of the costs of Line C-5 Phase 4 is the difference between the cost of such phase if built at the size required to serve the Districts only and the cost of the phase built at the size required by the City, which is \$68,445.

Line C-5 Phase 4 has been constructed, the City has inspected the construction, and SEDC has paid the City a portion of the costs of such inspections, based on the percentage of construction costs for Line C-5 Phase 4 being borne by SEDC.

Upon payment by the City of its cost share as provided above, Line C-5 Phase 4 will be transferred and conveyed to the City subject to the irrevocable and permanent reservation of 601 LUEs of capacity to SEDC on behalf of the Districts. The conveyance will also be subject to SEDC's right to reimbursement from the Districts. The City will accept Line C-5 Phase 4 for ownership, operation and maintenance.

Cost: \$68,445.00

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2018-5460

WHEREAS, the City of Round Rock has previously entered into a Consent Agreement with Double J Investments, L.P., now RSP Partners Development, L.P., (“Developer”) regarding the creation of two Municipal Utility Districts named Williamson County Municipal Utility District Nos. 19 and 20, now named Siena Municipal Utility District No. 1 and Siena Municipal Utility District No. 2 (“Districts”), and

WHEREAS, by Resolution No. R-06-10-12-11E1, the City approved an Amended and Restated Consent Agreement with Developer, and

WHEREAS, by Resolution No. R-08-12-18-7G1, the City approved the First Amendment to the Amended and Restated Consent Agreement with Developer to extend the deadline and to modify certain terms and conditions, and

WHEREAS, by Resolution No. R-10-07-22-10D1, the City approved the Second Amendment to the aforesaid Agreement with Developer to provide that the City’s reimbursement be made in progress payments during the construction of the McNutt Interceptor, and

WHEREAS, by Resolution No. R-13-11-26-F3, the City approved the Third Amendment to said Agreement to state that Williamson County will assume sole responsibility for review and approval of all construction plans, development plans, preliminary plans and subdivision plats, and to state that Developer will partially assign its rights under the Consent Agreement to SEDC Devco, Inc., a subsequent developer of a portion of the Land; and

WHEREAS, by Resolution No. R-2016-3248, the City approved the Fourth Amendment to said Agreement to add approximately 22.31 acres of land into the boundaries of Siena Municipal Utility District No. 2; and

WHEREAS, the City Council now wishes to approve the Fifth Amendment to the aforesaid Agreement to address SEDC Devco, Inc.’s construction of Line C5 Phase 4 of the McNutt Interceptor,
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 Fifth Amendment to Amended and Restated Consent Agreement Among City of Round Rock, Texas, RSP Partners Development, L.P., SEDC Devco, Inc., Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2, 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 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

FIFTH AMENDMENT TO
AMENDED AND RESTATED CONSENT AGREEMENT
AMONG CITY OF ROUND ROCK, TEXAS,
RSP PARTNERS DEVELOPMENT, L.P.,
(FORMERLY DOUBLE J INVESTMENTS, L.P.),
SEDC DEVCO, INC.,
SIENA MUNICIPAL UTILITY DISTRICT NO. 1 AND
SIENA MUNICIPAL UTILITY DISTRICT NO. 2,
(FORMERLY WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NOS. 19 AND 20)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Fifth Amendment to the Amended and Restated Consent Agreement ("Fifth Amendment") is entered into among the City of Round Rock, Texas, a home rule city located in Williamson County, Texas (the "City"), RSP Partners Development, L.P., a Texas limited partnership ("Developer"), SEDC Devco, Inc., a Texas corporation ("SEDC"), Siena Municipal Utility District No. 1 ("District No. 1"), and Siena Municipal Utility District No. 2 ("District No. 2"), or (the "Districts") as appropriate.

RECITALS

WHEREAS, the City and Developer entered into the Amended and Restated Consent Agreement (the "Original Agreement" and, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, as each is defined below, the "Consent Agreement") as of October 18, 2006, and the Districts have joined in the Consent Agreement; and

WHEREAS, the City and Developer entered into the First Amendment to the Amended and Restated Consent Agreement as of December 18, 2008 (the "First Amendment"), and the Districts have joined in the First Amendment upon organization of their respective boards of directors; and

WHEREAS, the City, Developer and the Districts entered into the Second Amendment to the Amended and Restated Consent Agreement as of July 22, 2010 (the "Second Amendment"); and

WHEREAS, the City, Developer, SEDC and the Districts entered into the Third Amendment to and Partial Assignment of Amended and Restated Consent Agreement as of November 26, 2013 (the "Third Amendment"); and

WHEREAS, the City, Developer, SEDC and the Districts entered into the Fourth Amendment to Amended and Restated Consent Agreement as of March 23, 2016 (the "Fourth Amendment"); and

WHEREAS, the City, Developer, SEDC and the Districts now desire to amend the Consent Agreement to address SEDC's construction of Line C5 Phase 4 of the McNutt Interceptor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Consent Agreement as follows:

ARTICLE I
Line C-5 Phase 4

Service to the Districts from the McNutt Interceptor requires the construction of Line C, which connects to Line B is comprised of six phases: Line C-1, Line C-2, Line C-3, Line C-4, Line C-5 and Line C-8, as shown on Exhibit C to the Original Agreement. SEDC has constructed Line C-5 Phase 4, as shown on Exhibit A hereto. In order to serve the Districts only, Line C-5 Phase 4 would be required to be constructed as a 12-inch line. At the City's request, Line C-5 Phase 4 was oversized as an 18-inch Line in order to provide additional capacity for future development.

(a). Plans; Oversizing. Prior to construction, Line C-5 Phase 4 was designed by Randall Jones Engineering, Inc. (the "Engineer") and the plans and specifications (the "Plans") were reviewed and approved by the City. Within forty-five (45) days after the date of this Amendment, the City will reimburse SEDC for the City's cost share, as described in Subsection (c) below, of (a) engineering fees for the Plans, which is \$68,445.00; and (b) the costs of inspection, testing, permits and environmental studies for Line C-5 Phase 4, which is \$800.00.

(b). Bidding and Contract Award. The contract for construction of Line C-5 Phase 4 was advertised for bid by SEDC, on behalf of the Districts, in accordance with all applicable legal requirements, including Chapter 49, *Texas Water Code*. Line C-5 Phase 4 was bid both at the size originally proposed by SEDC and at the size required by the City. The contract for Line C-5 Phase 4 was awarded by SEDC, on behalf of the Districts, to the lowest responsible bidder, Cash Construction Co., Inc.

(c). City Cost Share. The City's share of the costs of Line C-5 Phase 4 is the difference between the cost of such phase if built at the size required to serve the Districts only and the cost of the phase built at the size required by the City, which is \$68,445.00.

(d). Construction. Line C-5 Phase 4 has been constructed in a good and workmanlike manner, and all material used in such construction was substantially free from defects and fit for its intended purpose. The City has inspected the construction, and SEDC has paid the City a portion of the costs of such inspections, based on the percentage of construction costs for Line C-5 Phase 4 being borne by SEDC as determined under Subsection (c).

(e). Payment by City. The City agrees to pay a share of the cost of Line C-5 Phase 4, based on the incremental cost determined under Subsection (c), above, from the City's oversize account approved for capital improvement projects, in accordance with Section 36-155 of the Round Rock City Code regarding reimbursement for oversized mains.

(f). Guarantee and Reservation of Capacity. Upon payment by the City of its cost share as provided above, Line C-5 Phase 4 will be transferred and conveyed to the City subject to the irrevocable and permanent reservation of 601 LUEs of capacity to SEDC on behalf of the Districts. The conveyance will also be subject to SEDC's right to reimbursement from the Districts as permitted by the rules of the Commission. The City will accept Line C-5 Phase 4 for ownership, operation and maintenance, subject to the reservations described above. SEDC may, at any time, transfer its reserved capacity Line C-5 Phase 4 to the Districts by written notice to the City. SEDC shall not transfer such capacity to any other entity or person without the express written consent of the City, which will not be unreasonably withheld.

ARTICLE II Defined Terms

All terms delineated with initial capital letters in this Fifth Amendment that are defined in the Consent Agreement will have the same meanings in this Fifth Amendment. Other terms have the meanings commonly ascribed to them.

ARTICLE III Effect of Amendment

Except as specifically provided in this Fifth Amendment, the terms of the Consent Agreement will continue to govern the rights and obligations of the parties, and all terms of the Consent Agreement will remain in full force and effect. If there is any conflict or inconsistency between this Fifth Amendment and the Consent Agreement, this Fifth Amendment will control and modify the Consent Agreement.

ARTICLE IV Execution; Counterparts

To facilitate execution, this Fifth Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Fifth Amendment: (a) the signature pages taken from separate, individually executed counterparts of this Fifth Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Fifth Amendment will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Fifth Amendment on the dates indicated below.

[Signature Pages to Follow]

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by Craig Morgan, Mayor of the City of Round Rock, on behalf of said municipality.

(SEAL)

Notary Public, State of Texas

RSP PARTNERS DEVELOPMENT, L.P.,
a Texas limited partnership

By: RSP GP, INC.,
a Texas corporation,
its General Partner

By: _____
John S. Lloyd, President

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by John S. Lloyd, President of RSP GP, Inc., a Texas corporation, the General Partner of RSP
Partners Development, L.P., a Texas limited partnership, on behalf of said entities.

(SEAL)

Notary Public, State of Texas

SEDC DEVCO, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by John S. Lloyd, President of SEDC Devco, Inc., a Texas corporation, on behalf of said
corporation.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Doug Kuenstler, Vice President
Board of Directors

Date: _____, 2018

Acknowledgement

This instrument was acknowledged before me on this ____ day of _____, 2018,
by Doug Kuenstler, President, Board of Directors of Siena Municipal Utility District No. 1, on
behalf of said District.

(SEAL)

Notary Public, State of Texas

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

By: _____
Jeff O’Jibway, President
Board of Directors

Date: _____, 2018

Acknowledgement

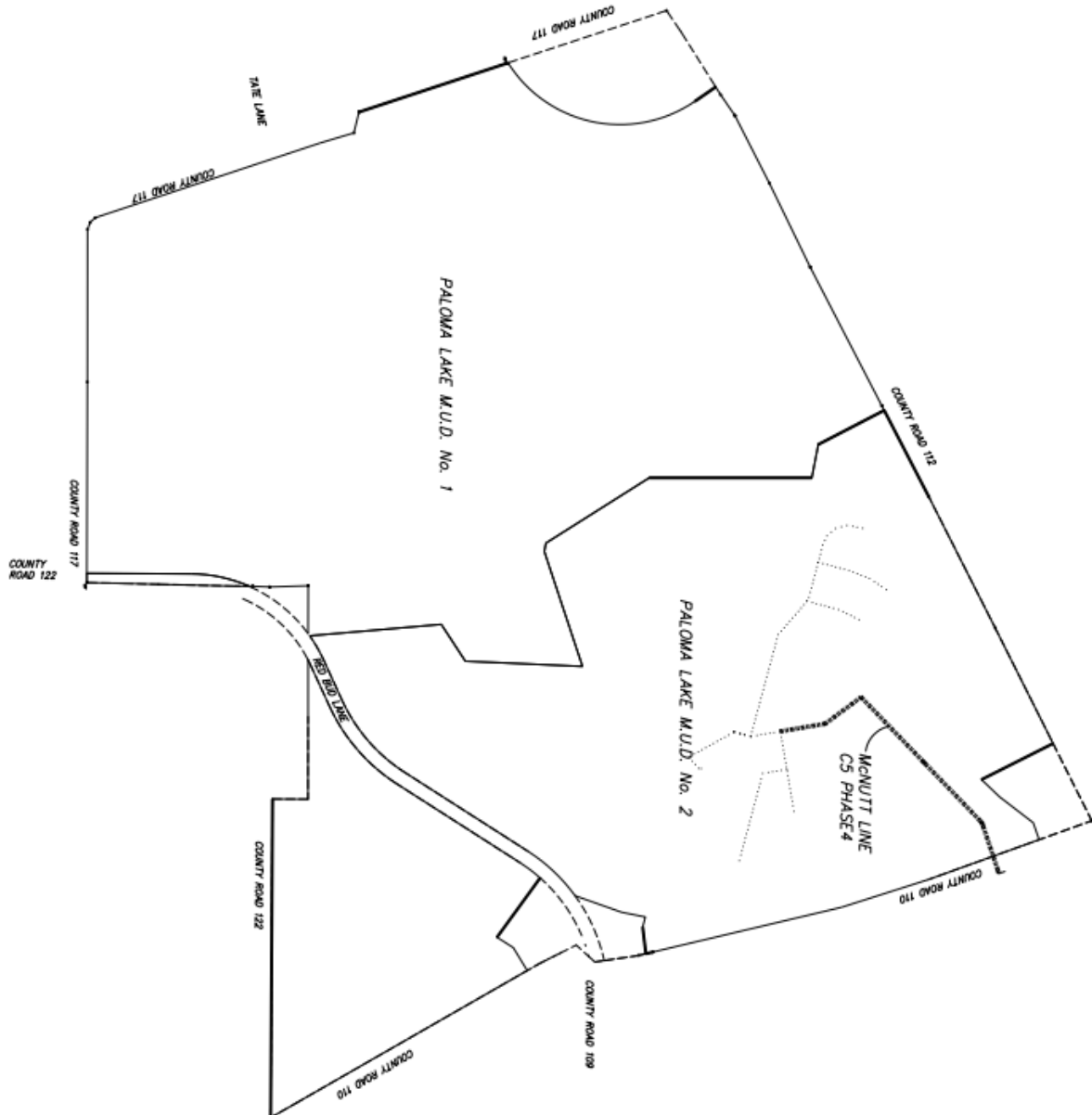
This instrument was acknowledged before me on this ____ day of _____, 2018,
by Jeff O’Jibway, President, Board of Directors of Siena Municipal Utility District No. 2, on
behalf of said District.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Depiction of Line C-5 Phase 4

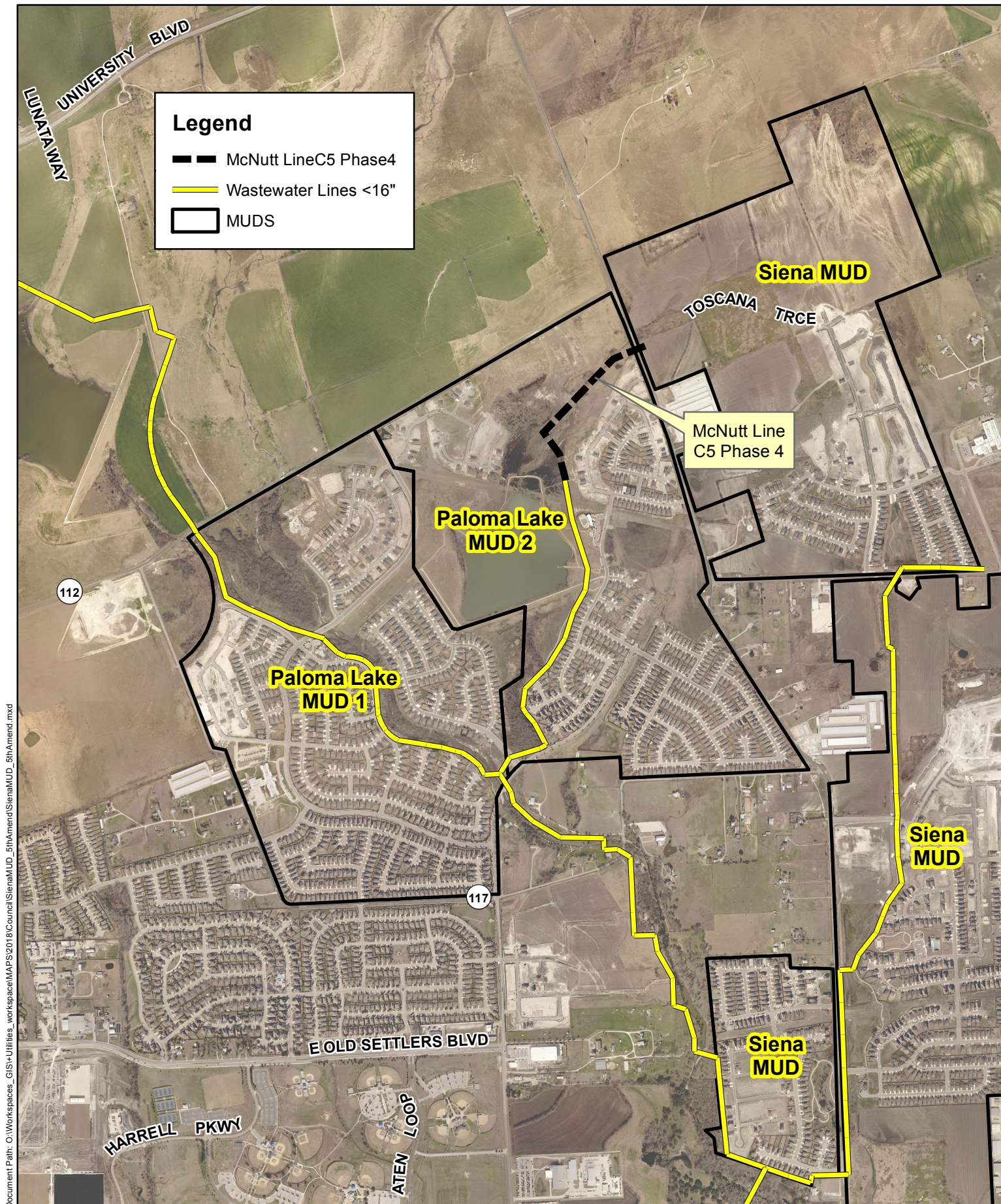


BID TABULATION - Bid Opening 01/18/2017 2pm SIENA SECTION 7 1/18/2017				Cash Construction Co.	
EROSION	QUANT	UNIT	UNIT PRICE	TOTAL PRICE	
REVEG R.O.W.s	6,266	SY	\$0.50	\$3,133.00	
REVEG Channel	8,708	SY	\$0.50	\$4,354.00	
STABILIZED CONST ENTRANCE	1	EA	\$3,000.10	\$3,000.10	
SILT FENCE	1,555	LF	\$2.50	\$3,887.50	
ROCK BERM	30	LF	\$20.00	\$600.00	
INLET PROTECTION	19	EA	\$65.00	\$1,235.00	
CONCRETE WASH OUT	1	EA	\$2,000.00	\$2,000.00	
TOTAL				\$18,209.60	
GRAND TOTAL ALL ITEMS				\$1,235,357.50	
MCNUTT-WASTEWATER	QUANT	UNIT	UNIT PRICE	TOTAL PRICE	
CLEARING	12,539	SY	\$0.20	\$2,507.80	
18" PVC SDR26 0'-8'	1,825	LF	\$56.00	\$102,200.00	
18" PVC SDR26 8'-10'	141	LF	\$60.00	\$8,460.00	
18" PVC SDR26 10'-12'	106	LF	\$64.00	\$6,784.00	
18" PVC SDR26 12'-14'	150	LF	\$68.00	\$10,200.00	
12" PVC SDR26 14'-16'	106	LF	\$68.00	\$7,208.00	
18" STUB OUT	1	EA	\$1,500.00	\$1,500.00	
TRENCH SAFETY	2,328	LF	\$1.00	\$2,328.00	
48" BOLTED VENTED MANHOLE	6	EA	\$5,400.00	\$32,400.00	
18" BOLTED VENTED DROP MH	1	EA	\$5,800.00	\$5,800.00	
60" BOLTED MANHOLE	1	EA	\$7,600.00	\$7,600.00	
EXTRA DEPTH MANHOLE	16	VLF	\$320.00	\$5,120.00	
18" JACK & BORE	132	LF	\$400.00	\$52,800.00	
30" ENCASEMENT	132	LF	\$125.00	\$16,500.00	
CONNECT TO EXISTING WW	1	EA	\$1,200.00	\$1,200.00	
STAKING	2,328	LF	\$1.15	\$2,677.20	
TOTAL				\$265,285.00	

BID TABULATION - Bid Opening 01/18/2017 2pm SIENA SECTION 7 1/18/2017			Cash Construction Co.		
	MCNUTT-EROSION	QUANT	UNIT	UNIT PRICE	TOTAL PRICE
	REVEGETATION	12,539	SY	\$0.50	\$6,269.50
	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$3,000.00	\$3,000.00
	SILT FENCE	4,336	LF	\$2.50	\$10,840.00
	TOTAL				\$20,109.50
	MCNUTT GRAND TOTAL				\$285,394.50
	12" WASTEWATER ALTERNATE	QUANT	UNIT	UNIT PRICE	TOTAL PRICE
	CLEARING	12,539	SY	\$0.20	\$2,507.80
	12" PVC SDR26 0'-8'	2,000	LF	\$37.00	\$74,000.00
	12" PVC SDR26 8'-10'	137	LF	\$40.00	\$5,480.00
	12" PVC SDR26 10'-12'	1	LF	\$43.00	\$43.00
	12" PVC SDR26 12'-14'	54	LF	\$46.00	\$2,484.00
	12" STUB OUT	1	EA	\$1,300.00	\$1,300.00
	TRENCH SAFETY	2,328	LF	\$1.00	\$2,328.00
	48" BOLTED VENTED MANHOLE	6	EA	\$5,300.00	\$31,800.00
	18" BOLTED VENTED DROP MANHOLE	1	EA	\$5,600.00	\$5,600.00
	60" BOLTED MANHOLE	1	EA	\$7,400.00	\$7,400.00
	WASTEWATER STAKING	2,328	LF	\$1.15	\$2,677.20
	12" JACK & BORE	130	LF	\$350.00	\$45,500.00
	20" ENCASEMENT	132	LF	\$110.00	\$14,520.00
	CONNECT TO EXISTING WW	1	EA	\$1,200.00	\$1,200.00
	TOTAL				\$196,840.00
	GRAND TOTAL ALL ITEMS				\$285,394.50
	Excludes 12" Alternate				

245,285
- 196,840

\$ 68,445



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Date: 5/7/2018



Siena MUD **Fifth Amendment to** **Consent Agreement**





City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Steven Brink.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5453

This request is for out-of-city wastewater service for a residential property located at 2603 Stephen Drive.

The residential property is located outside of Round Rock's current city limits and within Round Rock's extraterritorial jurisdiction (ETJ) boundary. The owner is in the process of constructing a duplex on the property. Due to the size of the property and relative location to nearby private water wells, the property is unable to support a septic system for wastewater disposal. The owner has made the request for out-of-city wastewater service from the City of Round Rock.

The property owner has agreed to pay an impact fee of 1.4 Living Unit Equivalents (LUE) which corresponds to the standard impact fee associated with single-family attached houses with two dwelling units. The resulting impact fee is \$2,938.60. The owner will pay the monthly out-of-city utility rates in accordance with Chapter 44, Article II of the City's ordinances. The City will bill the owner monthly based on volumetric amount as determined by the City's winter water average for a residential 5/8" meter multiplied by 1.4 for the duplex. The wastewater billing rate for this volumetric amount will be doubled due to the out-of-city wastewater service.

RESOLUTION NO. R-2018-5453

WHEREAS, §44-3 Code of Ordinances (2010 Edition) provides that under certain conditions the City will furnish water and wastewater services outside of the city limits; and

WHEREAS, Steven Brink, the owner of record of the property at 2603 Stephen Drive, Round Rock, Texas, as shown in Exhibit “A” (“Property”), has requested that the City furnish wastewater service to said Property; and

WHEREAS, the Council hereby determines that the City has adequate capacity of wastewater service available for the purpose of serving the Property without impairing services within the City; and

WHEREAS, the owner of the Property must comply with all of the provisions of §44-3 with respect to costs, construction standards, inspections, *et cetera*; and

WHEREAS, the owner of the Property must also comply with applicable subdivision and platting statutes and ordinances, Now Therefore

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

That subject to owner compliance with applicable subdivision and platting statutes and ordinances, and pursuant to §44-3 Code of Ordinances (2010 Edition) the City Council hereby approves the furnishing of wastewater service to the Property, subject to the owner compliance with the requirements of said §44-3, at the rates specified in §44-3(b) of the Code, and in accordance with the Out-of-City Wastewater Service Agreement described below, and

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Out-of-City Wastewater Service Agreement with Steven Brink, a copy of said agreement being attached hereto as Exhibit “B” 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 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

OUT-OF-CITY WASTEWATER SERVICE AGREEMENT

THIS OUT-OF-CITY WASTEWATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between STEVEN BRINK, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Customer is the owner of record of the property at 2603 Stephen Drive, Round Rock, Texas 78664 ("Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS; the City has determined that it is desirable for the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Customer to provide wastewater to the Property, and

WHEREAS, the Customer and the City desire to enter into an agreement to formalize the terms by which the City will provide wastewater service to the Property, and

WHEREAS, pursuant to Sec. 44-3, Code of Ordinances, 2010 Edition, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

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

Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard wastewater service line which will connect with the City's wastewater system at manhole number 1433075 as shown on Exhibit "A". Prior to the installation, the Customer shall submit a detailed drawing prepared by a licensed engineer in the State of Texas for review and approval by the City.

1.02 Customer shall grant the City the right of entry and access to Customer's private wastewater line attached to the City's wastewater system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day's written notice or,

in the event of an emergency, prior notice by telephone or confirmed facsimile, or its need for access.

1.03 Customer shall be responsible for securing sufficient rights allowing Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's wastewater system. Such right shall not conflict with any existing drainage easements held by the City.

1.04 Customer shall comply with all requirements of Sec. 44-3 Code of Ordinances, 2010 regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 44-3 being attached hereto as Exhibit B. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use only on an as needed basis for one two-family (duplex) residence located on the Property.

2.02 The wastewater service to be provided herein is for the Property as described in Exhibit A and no other property.

2.03 Customer agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

Article III. Rates and Fees

3.01 Customer agrees to pay a Wastewater Impact Fee in the amount of \$ 2,938.60 based on 1.40 living unit equivalents; and to pay all other fees applicable to wastewater service.

3.02 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Section 44-3, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, all charges for wastewater service shall be twice the rate for residential customers located within the corporate limits of the City. Because the Property is served with water from a private well, the wastewater service will be calculated based on the city-wide average water consumption for a single-family residence for December, January, and February of each winter, as determined by the City. The aforesaid city-wide average consumption number will then be multiplied by 1.4 to determine the consumption for the Customer.

3.03 The City shall render monthly bills to Customer for wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.04 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Customer agrees to take all necessary precautions to maintain the sanitary conditions of City's water supply system.

4.03 Customer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property continuing to be used for its current uses, namely one two-family residence. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.04 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving wastewater service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its rights herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.05 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 provision had never been contained herein.

7.06 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement on this the _____ day of _____, 2018.

(Signatures on Following Pages)

Steven Brink

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

For City, Approved as to Form:

Stephan L. Sheets, City Attorney

WANTS OUT OF CITY SERVICE

**Connect to Manhole
UID# 1433975**

Exhibit A

2603 Stephen Drive



EXHIBIT B

Sec. 44-3. Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions (any plat recorded after the date of passage of this section) desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
- (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34.



Date: 5/7/2018

Exhibit A

2603 Stephen Drive



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee title to 0.158 acre, and a public utility easement interest in and to approximately 0.123 acre, from property owned by Robinson Land Limited Partnership, et al. for the construction of proposed improvements to RM 620, and take other appropriate action (Parcel 1/1PUE).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Steve Sheets, City Attorney

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2018-5501

The owners have not responded with a substantive monetary demand to the original purchase offer made on 9.9.16. This is the last remaining parcel for the RM 620 project which does not have an acquisition agreement in place or has otherwise been authorized for condemnation to acquire.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title and a public utility easement interest to the following parcels of land for construction of proposed improvements to the RM 620 Project: a 0.158-acre tract and a 0.123 acre of land from property owned by Robinson Land Limited Partnership, et al., as described in Exhibits A and B of the resolution.

RESOLUTION NO. R-2018-5501

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

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City"), the State of Texas, acting by and through the Texas Transportation Commission and Texas Department of Transportation ("TxDOT"), and the public-at-large to construct certain roadway improvements to RM 620, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.158 acre (Parcel 1) of land, and public utility easement interest in and across approximately 0.123 acre (Parcel 1PUE) of land, located in Williamson County, Texas and more particularly described by metes and bounds in Exhibits "A" and "B" attached hereto (the "Property"), such property being owned by **Robinson Land Limited Partnership, a Texas limited partnership; Robinson 1991 Land Limited Partnership, a Texas limited partnership; GER Land Partnership, Ltd., a Texas limited partnership; Robinson Ranch, a Texas general partnership; John Oscar Robinson and Scott Bradley Robinson, Co-Trustees of the A.H. Robinson, III, Lifetime Trust(s); Scott Bradley Robinson, Successor Trustee of the A. H. Robinson, III Exempt Lifetime Trust, under the Will of A.H. Robinson, Jr.; Flora Robinson Cospers and Lila Virginia Tyler Fleming Co-Trustees of the Flora Robinson Cospers Lifetime Trust; Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, under the Will of A.H. Robinson, Jr.; Carla Robinson Allen and Anton Allen, as Co-Trustees of the Carla Robinson Allen Lifetime Trust; J.P. Morgan Chase Bank, N.A., Trustee of the T. Scott Robinson Exempt Lifetime Trust, under the Will of A. H. Robinson, Jr. and of the**

Thomas Scott Robinson Lifetime Trust; Scott Bradley Robinson, as Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two u/w/o A. H. Robinson, III, Deceased, dated April 21, 2005; Alfred Henry Robinson, IV, and Austin Trust Company, as Co-Trustees of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. Two u/w/o A. H. Robinson, III, Deceased, dated April 21, 2005; Flora Louise Robinson Crosswell, as Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two u/w/o A. H. Robinson, III, Deceased, dated April 21, 2005; and Elaine Robinson Benton, as Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two u/w/o A. H. Robinson, III, Deceased, dated April 21, 2005, and all successors and/or assigns, for the public use of construction, reconstruction, widening, maintaining, and operating of the RM 620 roadway improvements and related facilities and utility adjustments and relocation (“Project”), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property;

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

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

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

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

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

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

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

RESOLVED this 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

Reissued 12/04/15
Page 1 of 5

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

**PROPERTY DESCRIPTION FOR
PARCEL 1**

DESCRIPTION OF A 0.158 ACRE (6,883 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 18.904 ACRE TRACT (TRACT 5 EXHIBIT A-9) AS DESCRIBED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO A.H. ROBINSON, ET AL BY INSTRUMENTS RECORDED IN VOLUME 1996, PAGE 197, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID DOCUMENT NO. 2002071335, SAID 0.158 ACRE (6,883 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod found, 84.74 feet left of proposed Ranch to Market (R.M.) 620 baseline station 460+04.96, in the easterly boundary line of that 1.363 acre tract of land conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, also known as Deepwood Drive Extension, Future Arterial C, being the westerly boundary line of the remainder of said 18.904 acre tract;

THENCE, with the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, S 54°28'18" E for a distance of 9.92 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 460+12.76, being the curving northerly proposed right-of-way (ROW) line of R.M. 620 (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly boundary line of said 1.363 acre tract, with said proposed ROW line, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 1) Along a curve to the right, having a delta angle of **08°07'54"**, a radius of **2,279.00** feet, an arc length of **323.44** feet, and a chord which bears **S 85°37'39" E** for a distance of **323.17** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 463+25.00, for a point of non-tangency of the herein described parcel;
- 2) **N 85°44'11" E** for a distance of **26.62** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 463+50.00, for a point of curvature to the right;
- 3) Along said curve to the right, having a delta angle of **03°17'45"**, a radius of **2,285.00** feet, an arc length of **131.44** feet, and a chord which bears **S 79°15'45" E** for a distance of **131.43** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 464+76.55, for a point of tangency of the herein described parcel;

Parcel 1

- 4) **S 77°36'53" E** for a distance of **26.19** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 465+02.74, being the existing northerly ROW line of R.M. 620 (ROW width varies), same being the southerly boundary line of said remainder of the 18.904 acre tract, for the most easterly corner of the herein described parcel;

THENCE, departing said proposed ROW line, with said existing northerly ROW line, same being said southerly boundary line of the remainder of the 18.904 acre tract, the following two (2) courses:

- 5) **S 88°25'12" W** for a distance of **84.15** feet to a TxDOT Type I concrete monument found for a point of curvature to the left of the herein described parcel;
- 6) Along said curve to the left, having a delta angle of **09°50'42"**, a radius of **2,351.83** feet, an arc length of **404.11** feet, and a chord which bears **N 83°59'26" W** for a distance of **403.61** feet to a capped ½" iron rod found, being in the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, for the most southwesterly corner of the herein described parcel;
- 7) **THENCE**, departing said existing northerly ROW line of R.M. 620, with said common boundary line, **N 54°28'18" W** for a distance of **22.08** feet to the **POINT OF BEGINNING**, containing 0.158 acres (6,883 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

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

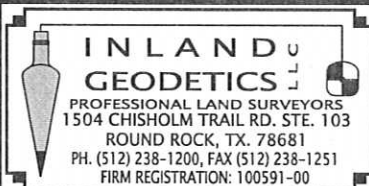
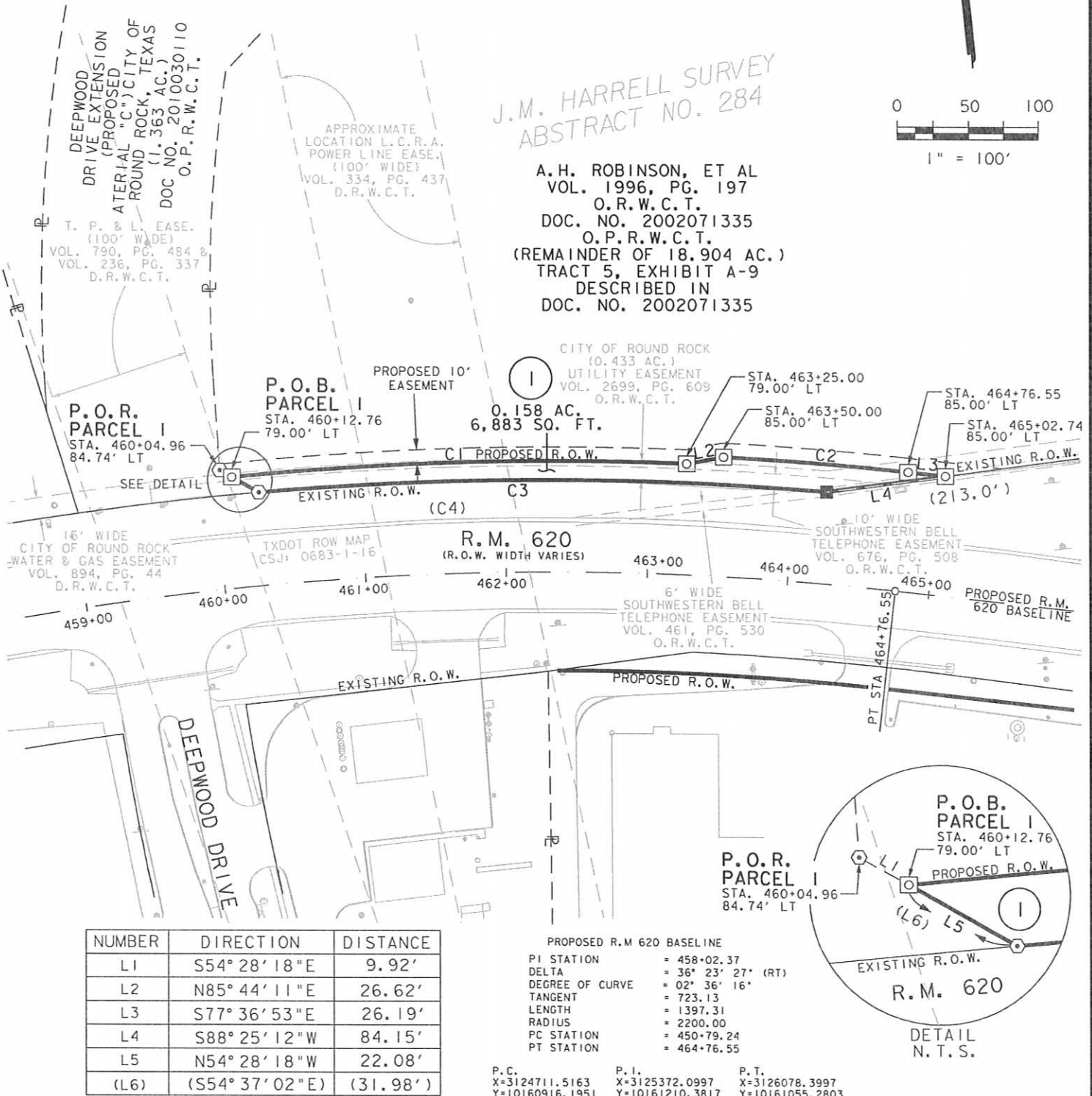
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

ReIssued 12/04/15
PAGE 3 OF 5

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 07' 54"	2279.00'	323.44'	323.17'	S85° 37' 39"E
C2	03° 17' 45"	2285.00'	131.44'	131.43'	S79° 15' 45"E
C3	09° 50' 42"	2351.83'	404.11'	403.61'	N83° 59' 26"W
(C4)		(2351.83')	(1434.20')	(1412.08')	(N85° 55' 12"E)



PARCEL PLAT SHOWING PROPERTY OF
A.H. ROBINSON, ET. AL.



Texas Department of Transportation

SCALE
1" = 100'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON

PARCEL I

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 4 OF 5

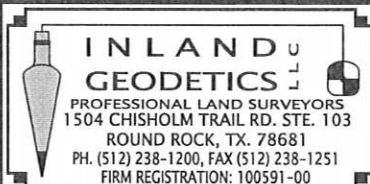
LEGEND

■	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 OF NO. 9691-14-1011, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 15, 2014, ISSUE DATE JANUARY 24, 2014.

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PARCEL PLAT SHOWING PROPERTY OF
A. H. ROBINSON, ET. AL.



Texas Department of Transportation

SCALE 1" = 100'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL I

PLAT TO ACCOMPANY PARCEL DESCRIPTION

ReIssued 12/04/15
PAGE 5 OF 5

- O. AN EASEMENT AND AGREEMENT BY AND BETWEEN TEXAS POWER & LIGHT COMPANY AND THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 926, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
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- S. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN JOINT ACCESS DRIVEWAY EASEMENT BY INSTRUMENT IN DOCUMENT NO. 2006081807, AS AMENDED IN DOCUMENT NO. 2008082002, AND AS AFFECTED BY COMPLETION AGREEMENT JOINT ACCESS DRIVEWAY AGREEMENT, IN DOCUMENT NO. 2011033284, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN POST CLOSING AGREEMENT IN DOCUMENT NO. 2006081806, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- U. A WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT IN DOCUMENT NO. 2011054043, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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.

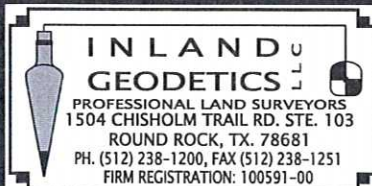


M. Stephen Truesdale
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

10 MAR 2014

	ACRES	SQUARE FEET
ACQUISITION	0.158	6,883
CALC/DEED AREA	7.217	314,373
REMAINDER AREA	7.059	307,490



PARCEL PLAT SHOWING PROPERTY OF
A.H. ROBINSON, ET. AL.



Texas Department of Transportation

SCALE	CSJ #	PROJECT	COUNTY
1" = 100'	0683-01-092	RM 620	WILLIAMSON

PARCEL I

EXHIBIT

"B"

Page 1 of 5

County: Williamson
Parcel : 1-E
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 1-E

DESCRIPTION OF A 0.123 ACRE (5,347 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 18.904 ACRE TRACT (TRACT 5 EXHIBIT A-9) AS DESCRIBED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO A.H. ROBINSON, ET AL BY INSTRUMENTS RECORDED IN VOLUME 1996, PAGE 197, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID DOCUMENT NO. 2002071335, SAID 0.123 ACRE (5,347 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 (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 460+12.76, being the curving northerly proposed right-of-way (ROW) line of R.M. 620 (ROW width varies), being the easterly boundary line of that 1.363 acre tract of land conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, also known as Deepwood Drive Extension, Future Arterial C, same being the westerly boundary line of the remainder of said 18.904 acre tract, and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, **N 54°28'18" W** for a distance of **9.92** feet to a capped ½" iron rod found, for an angle point of the herein described tract;
- 2) **THENCE**, continuing with said common boundary line, **N 02°15'29" E** for a distance of **4.27** feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE, departing the easterly boundary line of said 1.363 acre tract, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 3) Along a curve to the right, having a delta angle of **08°18'11"**, a radius of **2,289.00** feet, an arc length of **331.71** feet, and a chord which bears **S 85°44'28" E** for a distance of **331.42** feet to a calculated point, for a point of non-tangency of the herein described tract;
- 4) **N 85°44'11" E** for a distance of **26.67** feet to a calculated point, for a point of curvature to the right;
- 5) Along said curve to the right, having a delta angle of **03°19'31"**, a radius of **2,295.00** feet, an arc length of **133.19** feet, and a chord which bears **S 79°16'38" E** for a distance of **133.17** feet to a calculated point, for a point of tangency of the herein described tract;
- 6) **S 77°36'53" E** for a distance of **66.40** feet to a calculated point, being the existing northerly ROW line of R.M. 620 (ROW width varies), same being the southerly boundary line of said remainder of the 18.904 acre tract, for the most easterly corner of the herein described tract;
- 7) **THENCE**, with said existing northerly ROW line of R.M. 620, same being said southerly boundary line of the 18.904 acre tract, **S 88°25'12" W** for a distance of **41.44** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 465+02.74, being said proposed northerly ROW line, for the most southeasterly corner of the herein described tract;

THENCE, departing said existing northerly ROW line, with said proposed ROW line, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 8) **N 77°36'53" W** for a distance of **26.19** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 464+76.55, for a point of curvature to the left of the herein described tract;
- 9) Along said curve to the left having a delta angle of **03°17'45"**, a radius of **2,285.00** feet, an arc length of **131.44** feet, and a chord which bears **N 79°15'45" W** for a distance of **131.43** feet, to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 463+50.00 for a point of non-tangency of the herein described tract;
- 10) **S 85°44'11" W** for a distance of **26.62** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 463+25.00, for a point of curvature to the left;
- 11) Along said curve to the left, having a delta angle of **08°07'54"**, a radius of **2,279.00** feet, an arc length of **323.44** feet, and a chord which bears **N 85°37'39" W** for a distance of **323.17** feet to the **POINT OF BEGINNING**, containing 0.123 acres (5,347 square feet) of land, more or less.

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
 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

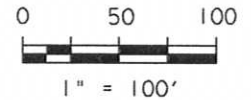
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

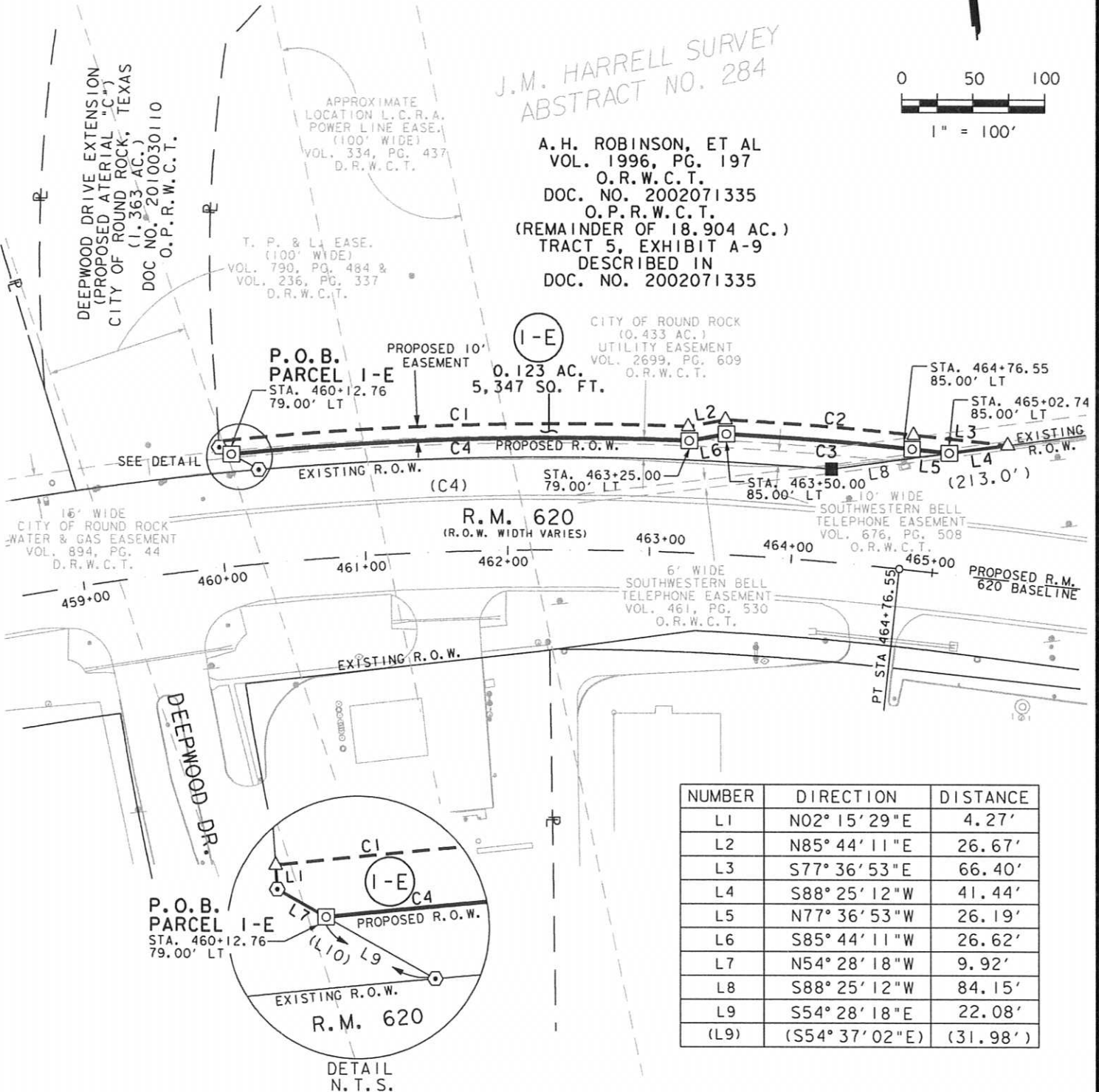
03/11/14
PAGE 3 OF 5

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 18' 11"	2289.00'	331.71'	331.42'	S85° 44' 28"E
C2	03° 19' 31"	2295.00'	133.19'	133.17'	S79° 16' 38"E
C3	03° 17' 45"	2285.00'	131.44'	131.43'	N79° 15' 45"W
C4	08° 07' 54"	2279.00'	323.44'	323.17'	N85° 37' 39"W



J.M. HARRELL SURVEY
ABSTRACT NO. 284

A.H. ROBINSON, ET AL
VOL. 1996, PG. 197
O.R.W.C.T.
DOC. NO. 2002071335
O.P.R.W.C.T.
(REMAINDER OF 18.904 AC.)
TRACT 5, EXHIBIT A-9
DESCRIBED IN
DOC. NO. 2002071335



NUMBER	DIRECTION	DISTANCE
L1	N02° 15' 29"E	4.27'
L2	N85° 44' 11"E	26.67'
L3	S77° 36' 53"E	66.40'
L4	S88° 25' 12"W	41.44'
L5	N77° 36' 53"W	26.19'
L6	S85° 44' 11"W	26.62'
L7	N54° 28' 18"W	9.92'
L8	S88° 25' 12"W	84.15'
L9	S54° 28' 18"E	22.08'
(L9)	(S54° 37' 02"E)	(31.98')

PARCEL PLAT SHOWING PROPERTY OF
A.H. ROBINSON, ET. AL.



Texas Department of Transportation

© 2003

PARCEL I-E

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" = 100'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/11/14
PAGE 4 OF 5

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

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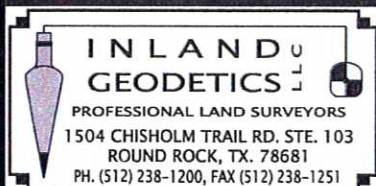
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PARCEL PLAT SHOWING PROPERTY OF
A.H. ROBINSON, ET. AL.



Texas Department of Transportation

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SCALE
1" = 100'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

PARCEL 1-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/11/14
PAGE 5 OF 5

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M. Stephen Truesdale *20 MAY 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:

PARCEL PLAT SHOWING PROPERTY OF
A.H. ROBINSON, ET. AL.

Texas Department of Transportation
 © 2003



SCALE
 1" = 100'

CSJ #

PROJECT
 RM 620

COUNTY
 WILLIAMSON

PARCEL I-E



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with Halff Associates, Inc. for the RM 620 Safety Improvements Project - Design Phase.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$118,265.00

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5456

The purpose of the proposed RM 620 Safety Improvements project from Deep Wood Drive to IH 35 is to improve safety and enhance mobility in the project area. The project includes a bridge to carry RM 620 traffic over the Union Pacific Railroad (UPRR) and Chisholm Trail Road. In order to maintain access to businesses and residences in the vicinity of the proposed bridge, at-grade local access roads will be constructed between Lake Creek Drive and Chisholm Trail Road. A second bridge is proposed to carry RM 620 traffic over Lake Creek Drive. The project area is within the Edwards Aquifer Recharge Zone.

On June 27, 2013, an engineering services contract for \$955,823.00 with Halff Associates, Inc. was approved by the City Council. Services covered in this contract were geometric schematic and 30% Plans, Specifications, and Estimate (PS&E).

Supplemental Agreement No. 1, approved May 8, 2014, provided for professional services to develop 60% PS&E in accordance with the approved preliminary design schematic and 30% PS&E developed for this project. The cost of these services was \$698,445.00 and brought the total contract amount with Halff Associates, Inc. to \$1,654,268.00.

Supplemental Agreement No. 2, approved May 14, 2015, provided for engineering, surveying, and other professional services to develop and finalize 100% PS&E, utility coordination and water/wastewater relocation design, water quality, environmental site remediation, public involvement, and right-of-way (ROW) and easement parcels for this project. The work performed under this supplemental delivered the final design in accordance with the approved

preliminary design schematic, 30% and 60% PS&E developed for this project and additionally rendered the project "shovel ready". The cost of these services was \$682,232.00 and brought the total contract amount with Halff Associates, Inc. to \$2,336,500.00.

TxDOT recently programmed and funded this project for FY2019 letting. Supplemental Agreement No. 3 provides additional engineering services and utility coordination through relocation, permits, pre-letting support, and other items required for TxDOT to approve and let the project in 2019. The cost of these services is \$118,265.00 and brings the total contract amount with Halff Associates, Inc. to \$2,454,765.00.

Cost: \$118,265.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5456

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Halff Associates, Inc. for the RM 620 Safety Improvements Project – Design Phase, and

WHEREAS, Halff Associates, Inc. has submitted Supplemental Contract No. 3 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 3 with Halff Associates, 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. 3 to the Contract with Halff Associates, 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 24th 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. 3
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: HALFF ASSOCIATES, INC. ("Engineer")
ADDRESS: 9500 Amberglen Boulevard, Building F, Suite 125, Austin, TX 78729
PROJECT: RM 620 Safety Improvements Project – Design Phase

This Supplemental Contract No. 3 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Halff Associates, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 27th day of June, 2013 for the RM 620 Safety Improvements Project – Design Phase Project in the amount of \$955,823.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on May 8, 2014 to amend the scope of services and to increase the compensation by \$698,445.00 to a total of \$1,654,268.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on May 14, 2015 to amend the scope of services and to increase the compensation by \$682,232.00 to a total of \$2,336,500.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$118,265.00 to a total of \$2,454,765.00;

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 \$118,265.00 the lump sum amount payable under the Contract for a total of \$2,454,765.00, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

HALFF ASSOCIATES, 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

GENERAL PROJECT OVERVIEW

For the scope of services for this supplemental contract the Engineer shall provide engineering, continued utility coordination through relocation, permits required, and PS&E revisions TxDOT requires to approve and let the project in April 2019 (anticipated letting date). Engineer will provide services described in further detail as follows:

Task 1 - PROJECT ADMINISTRATION

- 1.1. Project Administration
 - The Project Manager shall communicate with the city project manager.
 - Prepare project meeting summaries for applicable meetings during the project development process.
 - Keep records of project correspondence and make such records available to the city as needed.
- 1.2. Monthly Progress and Invoice
 - Create and submit monthly invoices in required city format.
 - Prepare monthly progress reports for submission with the invoices to provide a written account of the progress made to date on the project
- 1.3. Sub-consultant Management
 - Prepare and execute contracts with sub-consultants, monitor sub-consultants work, review and approve of sub-consultant invoices.

Task 2 - UTILITY COORDINATION

- 2.1. Meet with individual utility companies (3 meetings estimated)
- 2.2. Communicate as needed with utility companies throughout the permit and relocation process
- 2.3. Attend monthly utility meetings at the city of Round Rock
- 2.4. Review plans and agreement from Oncor (the only utility with known reimbursable interests)
- 2.5. Review, coordinate utility permits with TxDOT (5 UIR permits estimated)
- 2.6. Attend Utility Pre-Construction Meetings (for relocation construction)
- 2.7. Coordinate construction questions and make field visits, when called upon
- 2.8. Prepare status reports of utility relocation progress
- 2.9. Provide Record Drawings of utility relocation to TxDOT based on field changes that were documented by the utility companies or which were communicated or observed in the field.

Task 3 – PERMITTING and PRE-LETTING SUPPORT

- 3.1. UPRR Pipeline Crossing Permit - prepare and submit two (2) pipeline crossing permits to UPRR for the water line and storm sewer along with permit fees (estimated at \$1500/each) to be reimbursed by the city.
- 3.2. TCEQ Sewer Collection System (SCS) permit - prepare and submit a SCS application to TCEQ (no permit fee is budgeted based on this being a TxDOT project)
- 3.3. TCEQ Water Pollution Abatement Plan (WPAP) application - finalize and submit a WPAP application to TCEQ (no permit fee is budgeted based on this being a TxDOT project)
- 3.4. TDLR Registration - register the project with Texas Dept of Licensing and Review (TDLR) and provide an accessibility review in accordance with TDLR Rules. This scope will be accomplished by a Registered Accessibility Specialist (RAS) with sub-consultant Altura Solutions, LP.
- 3.5. Estimate into DCIS - Enter cost estimate quantities and unit rates into TxDOT's Design and Construction Information System (DCIS) as requested by the Area Office.
- 3.6. TxDOT Comments & Coordination - Address TxDOT comments to the previously submitted 100% PS&E package in order to gain TxDOT approval for letting (advertising/letting to be handled by TxDOT).

The Engineer will perform the services to be provided under this agreement out of Engineer's office(s) as listed below:

Office Location

Halff Associates, Inc.
9500 Amberglen Blvd
Bldg F, Suite 125
Austin, TX 78729

Sub-Consultants:

CP&Y, Inc. (CPY)
Kimley Horn and Associates, Inc. (KHA)
Altura Solutions, LP

ADDENDUM to EXHIBIT C

Work Schedule

Halff Associates Inc. is prepared to continue work on this project immediately upon notice-to-proceed from the City of Round Rock. The proposed date for completion of services is April of 2019. The proposed supplemental contract milestones are as follows:

- Contract Award / Notice to Proceed: **April 2018**
- Completion of Services: **April 2019***

*Based on TxDOT's planned letting date.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

EXHIBIT D
Detailed Fee Schedule

RM 620 - Deep Wood to IH 35		Project Principal	Senior Project Manager	Sr Review Engineer	Senior Engineer	Project Engineer	Junior Engineer	Graduate Engineer (EIT)	Utility Manager	Sr Utility Coordinator	Utility Coordinator	Jr Utility Coordinator	SUE Crew Mgr	SUE Crew	SUE Tech	CADD / GIS Tech	Contract Admin Specialist	Admin Assistant	Task Hours	LABOR COSTS	SUB COSTS	DIRECT COSTS	TOTAL
HOURLY RATES		\$275.00	\$250.00	\$230.00	\$195.00	\$165.00	\$135.00	\$115.00	\$210.00	\$180.00	\$160.00	\$145.00	\$150.00	\$170.00	\$80.00	\$95.00	\$85.00	\$65.00					
TASK DESCRIPTIONS																							
TASK 1 - Project Administration																							
1.1	Project Administration and Management	2	6															8	16	\$2,570.00			\$2,570.00
1.2	Monthly progress reports and invoicing		12														24		36	\$5,040.00		\$25.00	\$5,065.00
1.3	Sub-consultant management	2	6																8	\$2,050.00			\$2,050.00
TASK 1 SUBTOTAL		4	24	0	0	0	0	0	0	0	0	0	0	0	0	0	24	8	60	\$9,660.00	\$0.00	\$25.00	\$9,685.00
TASK 2 - Utility Coordination																							
2.1	Individual Utility company meetings (3)									4	16							4	24	\$3,540.00			\$3,540.00
2.2	Communications with Individual Utility companies									4	24								28	\$4,560.00			\$4,560.00
2.3	Monthly Progress Meetings											30							30	\$4,350.00		\$135.00	\$4,485.00
2.4	Utility Agreement (Oncor)								2	4	8								14	\$2,420.00			\$2,420.00
2.5	Form 1082 (est 5 UIR permits)								2	8	24								34	\$5,700.00			\$5,700.00
2.6	PreConstruction Meeting									4	4								8	\$1,360.00			\$1,360.00
2.7	Construction Coordination										16		8						24	\$3,760.00			\$3,760.00
2.8	Status Reports										12								12	\$1,920.00			\$1,920.00
2.9	Record Drawings (Utilities)										12					32		4	48	\$5,220.00		\$10.00	\$5,230.00
TASK 2 SUBTOTAL		0	0	0	0	0	0	0	4	24	116	30	8	0	0	32	0	8	222	\$32,830.00	\$0.00	\$145.00	\$32,975.00
TASK 3 - Permitting and Pre-Letting Support																							
3.1	UPRR Pipeline Crossing Permits		4				24	16											44	\$6,080.00		\$3,000.00	\$9,080.00
3.2	TCEQ SCS submittal and permit			4		24		16											44	\$6,720.00		\$50.00	\$6,770.00
3.3	TCEQ WPAP submittal and permit			4		24		16											44	\$6,720.00		\$50.00	\$6,770.00
3.4	TDLR registration and RAS review						4												4	\$540.00	\$750.00	\$175.00	\$1,465.00
3.5	Estimate entry into TxDOT DCIS software					8		60											68	\$8,220.00			\$8,220.00
3.6	TxDOT comments and coordination		8		24	60		80								24			196	\$28,060.00	\$15,000.00	\$240.00	\$43,300.00
TASK 3 SUBTOTAL		0	12	8	24	116	28	188	0	0	0	0	0	0	0	24	0	0	400	\$56,340.00	\$15,750.00	\$3,515.00	\$75,605.00
TOTAL Estimated Hours		4	36	8	24	116	28	188	4	24	116	30	8	0	0	56	24	16	682				
TOTAL Estimated Fee		\$ 1,100.00	\$ 9,000.00	\$ 1,840.00	\$ 4,680.00	\$ 19,140.00	\$ 3,780.00	\$ 21,620.00	\$ 840.00	\$ 4,320.00	\$ 18,560.00	\$ 4,350.00	\$ 1,200.00	\$ -	\$ -	\$ 5,320.00	\$ 2,040.00	\$ 1,040.00		\$98,830.00	\$15,750.00	\$3,685.00	\$118,265.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Halff Associates, Inc.
Richardson, TX United States

Certificate Number:
2018-343121

Date Filed:
04/23/2018

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

City of Round Rock

Date Acknowledged:

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

TX03RM620
Engineering, UC, and permitting for RM 620

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Skipwith, Walter	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Kuhn, Pat	Richardson , TX United States	X	
	Kuhn, Greg	Richardson , TX United States	X	
	Killen, Russell	Fort Worth, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson , Todd	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	
	Ratzman, Eric	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Halff Associates, Inc.
Richardson, TX United States

Certificate Number:
2018-343121

Date Filed:
04/23/2018

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.

TX03RM620
Engineering, UC, and permitting for RM 620

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. ☐

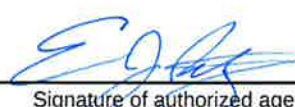
6 UNSWORN DECLARATION

My name is Eric J. Ratzman, and my date of birth is 10/01/1971

My address is 1707 Mira Vista (street), Leander (city), Tx (state), 78641 (zip code), USA (country)

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

Executed in Williamson County, State of Texas, on the 23 day of April, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute a Contract with Partners Remodeling, Restoration and Waterproofing for the 2016 CDBG Sidewalk Project - Austin Avenue.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$153,586.50

Indexes: CDBG HUD Entitlement Grants

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

Department: Transportation Department

Text of Legislative File 2018-5457

The 2016 Community Development Block Grant (CDBG) Sidewalk Project primarily consists of constructing approximately 500 square yards of five foot wide concrete sidewalks along portions of Austin Avenue, from Nelson Street to Pecan Lane. Additionally, there will be modifications to existing driveways, and curb ramps, which do not currently meet the regulations outlined in the Americans with Disabilities Act (ADA). This project will eliminate spaces between points where permanent sidewalks currently exist, connect citizens to destinations, improve safety, enhance convenience, and strategically promote/expand the City's sidewalk system.

On Thursday, 04/26/2018, at 2pm bids were opened for the above reference project. Six bidders submitted with total bid prices ranging from \$153,586.50 to \$310,005.00:

Partners Remodeling, Restoration & Waterproofing - \$153,586.50

Austin Underground - \$157,560.00

Patin Construction - \$183,975.00

Capital Concrete - \$197,399.89

Alpha Paving - \$245,250.00

D&S Concrete - \$310,005.00

Partners Remodeling, Restoration & Waterproofing was the apparent low bidder for the 2016 CDBG Sidewalk Project-Austin Ave. with a low bid in the amount of \$153,586.50. The Transportation Department recommends awarding the contract to Partners Remodeling,

Restoration & Waterproofing in exchange for their construction services.

Cost: \$153,586.50

Source of Funds: CDBG HUD Entitlement Grants

RESOLUTION NO. R-2018-5457

WHEREAS, the City of Round Rock has duly advertised for bids for the 2016 CDBG Sidewalk Project - Austin Avenue; and

WHEREAS, Partners Remodeling, Restoration and Waterproofing has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Partners Remodeling, Restoration and Waterproofing, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Partners Remodeling, Restoration and Waterproofing for the 2016 CDBG Sidewalk Project - Austin Avenue.

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 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

THE CITY OF ROUND ROCK
Transportation Department

2008 Enterprise Dr.
Round Rock, Texas. 78664

PROJECT NAME: 2016 CDBG Sidewalk Project-Austin Ave-Bid Openin;
PROJECT ID:
PROJECT DURATION: 45 Calendar Days



Bid Extended By: Bonnie Parks BJP
Print Name Initials
Bid Opening Date: 26-Apr-18
Bid Opening Location: 2008 Enterprise Dr
Liquidated Damages: \$ 500 / Calendar Days
No. of Responses: 6
Project Manager: Chris Lopez
Project Consultant: CORR

BIDDER'S NAME:	Partners Remodeling	Austin Underground	Patin	Capital Concrete	Aplha Paving	D&S Concrete
CONTRACTOR'S BUSINESS LOCATION:	Austin, TX	Logo Vista, TX	Taylor, TX	Liberty Hill, TX	Round Rock, TX	Seguin, TX
GUARANTEE: BB-Bid Bond CC-Cashier Check CTC Certified Check	Yes	Yes	Yes	Yes	Yes	Yes
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No	N/A	N/A	N/A	N/A	N/A	N/A

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Preparing ROW	1020	LF	\$3.50	\$3,570.00	\$7.00	\$7,140.00	\$16.00	\$16,320.00	\$21.20	\$21,624.00	\$15.00	\$15,300.00	\$49.00	\$49,980.00
2	Traffic Control	2	MO	\$3,200.00	\$6,400.00	\$710.00	\$1,420.00	\$1,200.00	\$2,400.00	\$5,794.63	\$11,589.26	\$1,500.00	\$3,000.00	\$4,000.00	\$8,000.00
3	Excavation	220	CY	\$45.00	\$9,900.00	\$28.00	\$6,160.00	\$12.00	\$2,640.00	\$34.92	\$7,682.40	\$85.00	\$18,700.00	\$40.00	\$8,800.00
4	Embankment	220	CY	\$20.00	\$4,400.00	\$33.00	\$7,260.00	\$12.00	\$2,640.00	\$49.32	\$10,850.40	\$100.00	\$22,000.00	\$40.00	\$8,800.00
5	Removing Stab Base and Asph Pav	100	S.Y.	\$17.10	\$1,710.00	\$17.00	\$1,700.00	\$30.00	\$3,000.00	\$100.72	\$10,072.00	\$20.00	\$2,000.00	\$45.00	\$4,500.00
6	Removing Concrete Driveways	500	S.Y.	\$17.10	\$8,550.00	\$22.00	\$11,000.00	\$35.00	\$17,500.00	\$35.15	\$17,575.00	\$5.00	\$2,500.00	\$63.00	\$31,500.00
7	Removing Concrete Sidewalks	15	S.Y.	\$17.10	\$256.50	\$26.00	\$390.00	\$40.00	\$600.00	\$35.15	\$527.25	\$100.00	\$1,500.00	\$45.00	\$675.00
8	Concrete Sidewalk 4"	500	S.Y.	\$67.50	\$33,750.00	\$55.00	\$27,500.00	\$75.00	\$37,500.00	\$48.19	\$24,095.00	\$80.00	\$40,000.00	\$108.00	\$54,000.00
9	Pedestrian Curb Ramps Type 1	2	EA	\$1,700.00	\$3,400.00	\$2,100.00	\$4,200.00	\$2,000.00	\$4,000.00	\$1,037.24	\$2,074.48	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00
10	Pedestrian Curb Ramps Type 7	2	EA	\$1,700.00	\$3,400.00	\$2,400.00	\$4,800.00	\$2,000.00	\$4,000.00	\$1,184.42	\$2,368.84	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
11	Pedestrian Handrail Type D	50	LF	\$150.00	\$7,500.00	\$97.00	\$4,850.00	\$215.00	\$10,750.00	\$154.40	\$7,720.00	\$150.00	\$7,500.00	\$80.00	\$4,000.00
12	Concrete Riprap	15	CY	\$140.00	\$2,100.00	\$480.00	\$7,200.00	\$275.00	\$4,125.00	\$424.20	\$6,363.00	\$500.00	\$7,500.00	\$550.00	\$8,250.00
13	Curb and Gutter Spill	300	LF	\$28.50	\$8,550.00	\$34.00	\$10,200.00	\$20.00	\$6,000.00	\$17.57	\$5,271.00	\$30.00	\$9,000.00	\$30.00	\$9,000.00
14	Concrete Driveway	500	SY	\$81.00	\$40,500.00	\$63.00	\$31,500.00	\$75.00	\$37,500.00	\$49.96	\$24,980.00	\$130.00	\$65,000.00	\$108.00	\$54,000.00
15	Driveway Culvert & Set	150	LF	\$78.00	\$11,700.00	\$100.00	\$15,000.00	\$120.00	\$18,000.00	\$89.24	\$13,386.00	\$125.00	\$18,750.00	\$200.00	\$30,000.00
16	Adjust Grate Inlet	3	LF	\$1,800.00	\$5,400.00	\$580.00	\$1,740.00	\$3,000.00	\$9,000.00	\$2,030.12	\$6,090.36	\$500.00	\$1,500.00	\$500.00	\$1,500.00
17	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00	\$8,000.00	\$8,000.00	\$25,130.90	\$25,130.90	\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00
TOTAL:					\$153,586.50		\$157,560.00		\$183,975.00		\$197,399.89		\$245,250.00		\$310,005.00
											\$198,080.39				\$315,955.00



Mayor
Craig Morgan

Mayor Pro-Tem
Will Peckham

Councilmembers
Tammy Young
Rene Flores
Frank Leffingwell
Writ Baese
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

April 26, 2018

Subject: Recommendation to Award – 2016 CDBG Sidewalk Project-Austin Ave

Dear Mr. Hudder,

On April 26, 2018 bids were opened for the above reference project. Six (6) responsive bid proposals were submitted with total bid prices ranging from \$153,586.50 to \$310,005.00. Per the attached Bid Tabulation, Partners Remodeling, Restoration and Waterproofing is the apparent low bidder.

Based upon my review of the Bid Tabulation, I recommend the City of Round Rock to accept the bid of Partners Remodeling, Restoration and Waterproofing in the amount of \$153,586.50.

Sincerely,



Leah Collier, P.E.
Chief Transportation Engineer

Attachments: Bid Tabulation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Partners Remdoeling Restoration and Waterproofing
Austin, TX United States

Certificate Number:
2018-348892

Date Filed:
05/04/2018

Date Acknowledged:

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

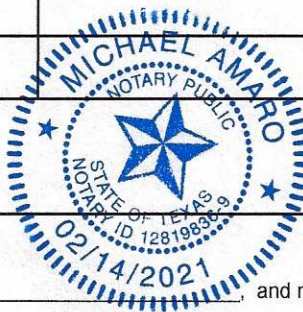
City of Round Rock

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.

2016 CDBG Sidewalk Project-Aus
Concrete sidewalks and driveways 2016 CDBG Sidewalk Project-Austin Ave

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	White, Sara	Round Rock, TX United States		X

5 Check only if there is NO Interested Party. ☐



6 UNSWORN DECLARATION

My name is Daniel Besa and my date of birth is 03/01/84

My address is 3219 HARBERS Ferry Ln, AUSTIN, TX, 78745, US
(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 4th day of may, 20 18
(month) (year)

COUNTY OF TRAVIS

This instrument was acknowledged
before me on 5/4/18

by Daniel Besa

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Company, Inc. for the Signal Construction at University Boulevard and Bartz Driveway.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$189,940.35

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

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

Department: Transportation Department

Text of Legislative File 2018-5462

The City of Round Rock held a public bid for the construction and installation of a traffic signal at University Boulevard and Bartz Driveway on April 24th 2018. Two responsive bid proposals were received for the project bids were from Austin Traffic Signal Construction Company (ATS) and American Lighting and Signalization (ALS).

Austin Traffic Signal Construction Company - \$189,940.35
American Lighting and Signalization - \$267,027.49

The Engineering firm of HDR reviewed and tabulated the bids. ATS submitted a bid of \$189,910.35 however an error was discovered in the tabulation and the corrected bid was \$189,940.35. This error did not affect the low bid.

Austin Traffic Signal Construction Company was the apparent low bidder for the University Boulevard and Bartz Driveway signal with a low bid in the amount of \$189,940.35. The Transportation Department recommends awarding the contract to Austin Traffic Signal Construction Company in exchange for their construction services.

Cost: \$189,940.35

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5462

WHEREAS, the City of Round Rock has duly advertised for bids for the Signal Construction at University Boulevard and Bartz Driveway Project; and

WHEREAS, Austin Traffic Signal Construction Co., Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Traffic Signal Construction Co., Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Austin Traffic Signal Construction Co., Inc. for the Signal Construction at University Boulevard and Bartz Driveway 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 24th day of May, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



			Bidder			Austin Traffic Signal Construction Co. (ATS)		American Lighting & Signalization (ALS)	
			Attachments:						
			Bid Security			√		√	
			Statement of Bidder's Safety Experience			√		√	
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	100	6002	PREPARING ROW	STA	1.00	\$2,000.00	\$2,000.00	\$1,141.30	\$1,141.30
2	100	6003	PREPARING ROW(TREE)(5" TO 12" DIA)	EA	2.00	\$685.00	\$1,370.00	\$191.16	\$382.32
3	104	6021	REMOVING CONC (CURB)	LF	16.00	\$60.00	\$960.00	\$56.50	\$904.00
4	162	6002	BLOCK SODDING	SY	100.00	\$22.00	\$2,200.00	\$30.72	\$3,072.00
5	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11.00	\$250.00	\$2,750.00	\$307.85	\$3,386.35
6	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	26.00	\$300.00	\$7,800.00	\$339.12	\$8,817.12
7	500	6001	MOBILIZATION	LS	1.00	\$13,000.00	\$13,000.00	\$24,712.74	\$24,712.74
8	502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2.00	\$1,800.00	\$3,600.00	\$2,251.44	\$4,502.88
9	531	6002	CONC SIDEWALKS (5")	SY	22.00	\$150.00	\$3,300.00	\$133.55	\$2,938.10
10	531	6004	CURB RAMPS (TY 1)	EA	2.00	\$3,000.00	\$6,000.00	\$3,016.67	\$6,033.34
11	618	6046	CONDT (PVC) (SCHD 80) (2")	LF	340.00	\$12.00	\$4,080.00	\$12.45	\$4,233.00
12	618	6053	CONDT (PVC) (SCHD 80) (3")	LF	465.00	\$14.00	\$6,510.00	\$12.94	\$6,017.10
13	618	6058	CONDT (PVC) (SCHD 80) (4")	LF	60.00	\$18.00	\$1,080.00	\$24.63	\$1,477.80
14	620	6007	ELEC CONDR (NO. 8) BARE	LF	755.00	\$1.00	\$755.00	\$1.29	\$973.95
15	620	6008	ELEC CONDR (NO. 8) INSULATED	LF	1,300.00	\$1.00	\$1,300.00	\$1.69	\$2,197.00
16	620	6009	ELEC CONDR (NO. 6) BARE	LF	30.00	\$5.00	\$150.00	\$2.86	\$85.80
17	620	6010	ELEC CONDR (NO. 6) INSULATED	LF	60.00	\$6.00	\$360.00	\$4.07	\$244.20
18	621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	720.00	\$3.00	\$2,160.00	\$3.87	\$2,786.40
19	624	6010	GROUND BOX TY D (162922) W / APRON	EA	7.00	\$1,500.00	\$10,500.00	\$1,324.90	\$9,274.30
20	628	6144	ELC SRV TY D 120/240 060(NS)SS(E)PS(U)	EA	1.00	\$5,700.00	\$5,700.00	\$6,231.82	\$6,231.82
21	644	6004	IN SM RD SN SUP&AM TY10BWG (1)SA(T)	EA	1.00	\$870.00	\$870.00	\$1,000.17	\$1,000.17
22	666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	270.00	\$4.00	\$1,080.00	\$9.91	\$2,675.70
23	666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	273.00	\$8.00	\$2,184.00	\$12.66	\$3,456.18
24	666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	114.00	\$13.00	\$1,482.00	\$24.38	\$2,779.32
25	666	6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	4.00	\$161.00	\$644.00	\$372.29	\$1,489.16
26	666	6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	4.00	\$178.00	\$712.00	\$372.29	\$1,489.16
27	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30.00	\$0.30	\$9.00	\$11.84	\$355.20
28	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	270.00	\$0.45	\$121.50	\$11.85	\$3,199.50
29	666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	273.00	\$0.65	\$177.45	\$9.49	\$2,590.77
30	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	114.00	\$1.20	\$136.80	\$23.71	\$2,702.94
31	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	4.00	\$34.00	\$136.00	\$177.81	\$711.24
32	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	4.00	\$44.00	\$176.00	\$177.81	\$711.24
33	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	300.00	\$0.25	\$75.00	\$11.84	\$3,552.00
34	666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	150.00	\$1.90	\$285.00	\$9.46	\$1,419.00
35	666	6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	60.00	\$1.90	\$114.00	\$14.38	\$862.80

			Bidder			Austin Traffic Signal Construction Co. (ATS)		American Lighting & Signalization (ALS)	
			Attachments:						
			Bid Security			√		√	
			Statement of Bidder's Safety Experience			√		√	
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
36	666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	500.00	\$1.80	\$900.00	\$17.73	\$8,865.00
37	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	806.00	\$1.40	\$1,128.40	\$11.82	\$9,526.92
38	678	6001	PAV SURF PREP FOR MRK (4")	LF	710.00	\$1.00	\$710.00	\$5.92	\$4,203.20
39	678	6004	PAV SURF PREP FOR MRK (8")	LF	270.00	\$2.00	\$540.00	\$9.49	\$2,562.30
40	678	6006	PAV SURF PREP FOR MRK (12")	LF	273.00	\$3.00	\$819.00	\$9.49	\$2,590.77
41	678	6008	PAV SURF PREP FOR MRK (24")	LF	114.00	\$4.00	\$456.00	\$11.91	\$1,357.74
42	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	4.00	\$5.00	\$20.00	\$62.24	\$248.96
43	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	4.00	\$10.00	\$40.00	\$62.24	\$248.96
44	680	6002	INSTALL HWY TRF SIG (ISOLATED)*	EA	1.00	\$15,000.00	\$15,000.00	\$23,266.06	\$23,266.06
45	682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	8.00	\$180.00	\$1,440.00	\$220.97	\$1,767.76
46	682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	1.00	\$180.00	\$180.00	\$220.97	\$220.97
47	682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	8.00	\$180.00	\$1,440.00	\$220.97	\$1,767.76
48	682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	2.00	\$180.00	\$360.00	\$220.97	\$441.94
49	682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	8.00	\$180.00	\$1,440.00	\$220.97	\$1,767.76
50	682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	1.00	\$180.00	\$180.00	\$220.97	\$220.97
51	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	4.00	\$500.00	\$2,000.00	\$470.23	\$1,880.92
52	682	6023	BACK PLATE (12 IN) (3 SEC)	EA	8.00	\$53.00	\$424.00	\$86.14	\$689.12
53	682	6024	BACK PLATE (12 IN) (4 SEC)	EA	1.00	\$67.00	\$67.00	\$115.64	\$115.64
54	684	6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	400.00	\$1.60	\$640.00	\$2.25	\$900.00
55	684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	678.00	\$1.90	\$1,288.20	\$2.23	\$1,511.94
56	684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	585.00	\$4.00	\$2,340.00	\$4.58	\$2,679.30
57	684	6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	590.00	\$1.00	\$590.00	\$1.62	\$955.80
58	686	6036	INS TRF SIG PL AM(S)1 ARM(32')LUM&ILSN	EA	1.00	\$7,400.00	\$7,400.00	\$8,421.66	\$8,421.66
59	686	6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EA	1.00	\$6,936.00	\$6,936.00	\$8,400.42	\$8,400.42
60	686	6052	INS TRF SIG PL AM(S)1 ARM(48')LUM&ILSN	EA	1.00	\$8,900.00	\$8,900.00	\$10,821.78	\$10,821.78
61	687	6001	PED POLE ASSEMBLY*	EA	2.00	\$2,426.00	\$4,852.00	\$2,394.46	\$4,788.92
62	688	6001	PED DETECT PUSH BUTTON (APS)	EA	4.00	\$687.00	\$2,748.00	\$900.34	\$3,601.36
63	688	6003	PED DETECTOR CONTROLLER UNIT	EA	1.00	\$2,548.00	\$2,548.00	\$2,980.68	\$2,980.68
64	6002	6001	VIVDS PROCESSOR SYSTEM	EA	2.00	\$4,628.00	\$9,256.00	\$3,691.04	\$7,382.08
65	6002	6002	VIVDS CAMERA ASSEMBLY	EA	5.00	\$1,400.00	\$7,000.00	\$1,529.52	\$7,647.60
66	6002	6003	VIVDS SET-UP SYSTEM	EA	1.00	\$350.00	\$350.00	\$1,180.00	\$1,180.00
67	6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1,208.00	\$3.00	\$3,624.00	\$2.73	\$3,297.84
68	****	****	ETHERNET CAT-5E CABLE (FOR RADIO)	LF	75.00	\$5.00	\$375.00	\$4.98	\$373.50
69	****	****	TITAN INTEGRATED BROADBAND 2.4/5.8 GHZ RADIO	EA	1.00	\$1,875.00	\$1,875.00	\$2,190.08	\$2,190.08
70	****	****	BROADBAND ANTENNA	EA	1.00	\$386.00	\$386.00	\$624.22	\$624.22

			Bidder		Austin Traffic Signal Construction Co. (ATS)		American Lighting & Signalization (ALS)		
			Attachments: Bid Security Statement of Bidder's Safety Experience		√		√		
					√		√		
Bid Item	ITEM NO	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
71	****	****	OPTICOM DETECTOR - GTT MODEL 722	EA	2.00	\$900.00	\$1,800.00	\$1,163.48	\$2,326.96
72	****	****	OPTICOM PHASE SELECTOR - GTT MODEL 764	EA	1.00	\$3,211.00	\$3,211.00	\$3,960.08	\$3,960.08
73	****	****	OPTICOM CARD RACK - GTT MODEL 760	EA	1.00	\$314.00	\$314.00	\$1,010.08	\$1,010.08
74	****	****	OPTICOM CABLE - GTT MODEL 138	LF	427.00	\$5.00	\$2,135.00	\$2.43	\$1,037.61
75	****	****	AXIS NETWORK PTZ CAMERA	EA	1.00	\$3,300.00	\$3,300.00	\$3,115.20	\$3,115.20
76	****	****	ETHERNET CABLE CAT 6 (FOR PTZ)	LF	75.00	\$4.00	\$300.00	\$4.57	\$342.75
77	****	****	COMNET ETHERNET SWITCH	EA	1.00	\$1,350.00	\$1,350.00	\$1,624.86	\$1,624.86
78	****	****	ITERIS EDGE CONNECT CARD	EA	1.00	\$2,500.00	\$2,500.00	\$2,729.34	\$2,729.34
79	****	****	ILSN (LED) (8 S)	EA	1.00	\$3,000.00	\$3,000.00	\$2,974.78	\$2,974.78
TOTAL							\$189,940.35		\$267,027.49

I, Timothy Grimes, do hereby certify that this bid tabulation is accurate and true.



May 3, 2018

Mr. Bill Stablein
City of Round Rock
2008 Enterprise Drive
Round Rock, Texas 78664

RE: Signal Construction at University Boulevard and Bartz Driveway – Bid Award Recommendation

Dear Mr. Stablein,

Two (2) responsive bid proposals were received by the City for signal construction at University Boulevard and Bartz Driveway. HDR reviewed and tabulated the bids as summarized below:

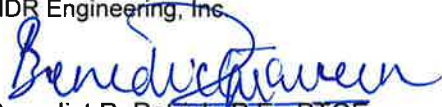
1. Austin Traffic Signal Construction Company, Inc. submitted a bid with a total bid price of **\$189,910.35**. We identified a tabulation error in their bid for Item 43 (678-6016 PAVE SURF PREP FOR MRK (WORD)). The unit price listed was \$10.00 which would correspond to a total price of \$40.00 for a quantity of 4 EA. The stated total was \$10.00. As a result the stated total bid price is \$30.00 less than the calculated total bid price of **\$189,940.35**.
2. American Lighting and Signalization submitted a bid with a total bid price of **\$267,027.49**.

A Bid Tabulation detailing each bid is enclosed for your review.

Based on the information presented, we recommend the City of Round Rock accept the corrected bid of **\$189,940.35** by Austin Traffic Signal Construction Company, Inc.

Sincerely,

HDR Engineering, Inc.


Benedict P. Patrick, P.E., PTOE.
Project Manager

Enclosure: Bid Tabulation

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
ROUND ROCK, TX United States

Certificate Number:
2018-298738

Date Filed:
01/04/2018

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, TEXAS

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

AW GRIMES - TOWN CENTER T.S.
NEW TRAFFIC SIGNAL AW GRIMES - TOWN CENTER-ROUNDROCK, TEXAS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SHIN, FRED	Roundrock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Edward G. Schnedly Jr., and my date of birth is 5-14-1961.

My address is PO Box 130 (street), Round Rock (city), TX (state), 78680 (zip code), USA (country).

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

Executed in Travis County, State of TX, on the 5th day of Jan., 20 18.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance amending Chapter 44, Code of Ordinances (2010 Edition), to establish standards for network nodes and node support poles in the public right-of-way and adopt a Design Manual for the Installation of Network Nodes and Node Support Poles. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5461

The Transportation Department would like to amend Chapter 44, Section 44-30, City of Round Rock, Code of Ordinances to establish standards for network nodes and node support poles in the public right-of-way and adopt a Design Manual for the installation of Network Nodes and Node Support Poles. This amendment allows cellular providers to install network nodes on existing poles within the right-of-way or install individual poles for this use. This ordinance addresses the use of public right-of-way by Franchise Utilities for providing communication and electrical services to its customers.

ORDINANCE NO. O-2018-5461

AN ORDINANCE AMENDING CHAPTER 44, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, ESTABLISHING STANDARDS FOR NETWORK NODES AND NODE SUPPORT POLES IN THE PUBLIC RIGHT-OF-WAY IN THE CITY OF ROUND ROCK, SETTING APPLICATION AND ANNUAL FEES, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock ("City") seeks to encourage wireless infrastructure investment by providing a fair, reasonable, and predictable process for the deployment of network nodes and node support poles, while managing the public right-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City intends to fully comply with and implement Chapter 284 of the Texas Local Government Code.

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

I.

That Chapter 44, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding Article XIII which shall read as follows:

ARTICLE XIII. – Network Nodes in the Public Right-of-Way

Sec. 44-431 – Purpose and Scope

- (a) Purpose. The purpose of this Article is to establish policies and procedures for the placement of node support poles in the right-of-way and network nodes in the public right-of-way and on service poles within the City's jurisdiction, which will provide public benefits and will be consistent with the preservation of the integrity, safe usage, and visual qualities of the City public right-of-way and the City as a whole.
- (b) Intent. In enacting this Article, the City is establishing uniform standards to address issues presented by network nodes, including without limitation, ensuring that network nodes or node support poles do not adversely affect,
 - (1) use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) vehicular and pedestrian traffic;

- (3) the operation of facilities lawfully located in public right-of-way or public property;
 - (4) the ability of the City to protect the environment, including the prevention of damage to trees;
 - (5) the character of residential and historic areas, and city parks, in which network nodes may be installed; and
 - (6) the rapid deployment of network nodes to provide the benefits of wireless services.
- (c) Conflicts with Other Chapters. This Article supersedes all Articles, parts of Articles or rules adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Sec. 44-432 – Definitions

All terms used in this Article, not specifically defined herein, have the meaning provided in Chapter 284 of the Texas Local Government Code.

- (a) “Applicable Law” means Chapter 284 of the Texas Local Government Code.
- (b) “Applicant” means any person who submits an application and is a network provider.
- (c) “Application” means a request submitted by an applicant (i) for a permit to collocate network nodes; or (ii) to install a transport facility; or (iii) approve the installation, replacement or modification of a pole.
- (d) “City Code” means those ordinance provisions relevant to use of the public right-of-way where compliant with applicable law.
- (e) “Collocate” and “collocation” mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.
- (f) “Day” means calendar day.
- (g) “Decorative pole” means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.
- (h) “Design District” means an area zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis and includes the following:
 - (1) A public improvement district pursuant to Chapter 372 of the Texas Local Government Code, as amended;
 - (2) reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, as amended;
 - (3) planned development zoning district with Decorative poles;
 - (4) zoning districts MU-1 (Mixed-use Historic Commercial Core), MU-2 (Mixed-use Downtown Medium Density), MU-L (Mixed-use Limited), H (Historic) Overlay, and CT (Chisholm Trail) Overlay, as specified by City of Round Rock Planning and Development Services;

- (5) property located within 300 feet of any property zoned H (Historic) Overlay;
 - (6) conservation district; and
 - (7) any other area the City Council has designated a Design District, which does not require a zoning case.
- (i) "Design Manual" means design requirements adopted by City Council for the installation and construction of network nodes and new node support poles in the public right-of-way that includes additional installation and construction details.
- (j) "Network Node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:
- (1) Includes:
 - i. Equipment associated with wireless communications;
 - ii. A radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
 - iii. Coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
 - (2) Does not include:
 - i. An electric generator;
 - ii. A pole; or
 - iii. A macro tower.
- (k) "Network Provider" means:
- (1) a wireless service provider; or
 - (2) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - i. network nodes; or
 - ii. node support poles or any other structure that supports or is capable of supporting a network node.
- (l) "Node Support Pole" means a pole installed by a network provider for the primary purpose of supporting a network node.
- (m) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- (n) "Routine Maintenance" means (i) work in the public right-of-way that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; (ii) replacing or upgrading a

network node or pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or (iii) the installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in the public right-of-way.

- (o) “Service Poles” means a pole owned or operated by the City and located in a public right-of-way, including:
 - (1) A pole that supports traffic control functions;
 - (2) A structure for signage;
 - (3) A pole that supports lighting, other than a decorative pole; and
 - (4) A pole or similar structure owned or operated by a municipality and supporting only network nodes.
- (p) “Technical Grounds” means, in light of prevailing industry and engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law and City Code.
- (q) “Transport Facility” means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Sec. 44-433 – Permitted Use; Application and Fees

- (a) Permitted Use: Collocation of network nodes and the placement of node support poles, meeting the parameters set forth in Sec. 44-435 below and in applicable law, shall be a permitted use.
- (b) Permit Required. No person shall place a network node, transport facility or node support pole in the public right-of-way, without first filing a permit application and obtaining a permit therefore, except as otherwise provided in this Article.
- (c) Permit Application. All permit applications filed pursuant to this Article shall be on a form, paper or electronic, provided by the City.
- (d) Routine Maintenance and Replacement. A permit application shall not be required for:
 - (1) routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or for
 - (2) the replacement of a node or pole with another node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way.
- (e) Information Updates. Any amendment to information contained in a permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (f) Application Fees. All applications for permits pursuant to this Article shall be accompanied by a fee of \$500 for up to five network nodes addressed in the same application, \$250 for each additional node in the same application; and a fee of \$1000 for each node support pole.

Sec. 44-434 – Action on Permit Applications

- (a) Review of Applications. The City shall review applications for network nodes, node support poles and transport facilities in light of their conformity with applicable law and City Code and shall issue such permits on nondiscriminatory terms and conditions subject to the following requirements:
- (1) Within 30 days of receiving an application for a network node or node support pole, or 10 days for a transport facility, the City shall determine and notify the Applicant whether the application is complete. If the application is incomplete, the City will specifically identify the missing information in such notification.
 - (2) The City shall make its final decision to approve or deny a complete application no later than
 - i. 21 days after receipt of a complete application for a transport facility,
 - ii. 60 days after receipt of a complete application for a network node; and
 - iii. 150 days after receipt of a completed application for a new node support pole.
 - (3) The City shall advise the Applicant in writing of its final decision. If the application is denied, the City shall provide the basis for that denial, including specific provisions of City Code or applicable law on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the application. The Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee, other than a fee for actual costs incurred by the municipality. The City shall approve or deny the revised application within 90 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.
 - (4) If the City fails to act on an application within the review period specified in this Sec. 44-434, the application shall be deemed approved.
 - (5) An applicant seeking to install or collocate network nodes may, at the Applicant's discretion, file a consolidated application and receive permits for not more than 30 network nodes. The City's denial of any node within a single application shall not affect other nodes submitted in the same application. The City shall grant permits for any and all nodes in a single application that it does not deny, subject to the requirements of this Section.

Sec. 44-435 – Network Nodes in the Public right-of-way; Maximum Height; Other Requirements

- (a) Maximum Size of Permitted Use. Collocation of permitted use network nodes in the public right-of-way shall be subject to the size limitations specified in Chapter 284.003 of the Local Government Code.
- (b) Maximum Pole Heights. A network provider shall ensure that each new, modified, or replacement utility pole or node support pole installed in a public right-of-way in relation to which the network provider received approval of a permit application does not exceed the lesser of:
- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
 - (2) 55 feet above ground level.
- (c) Undergrounding Provisions. A network provider shall comply with nondiscriminatory undergrounding requirements, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

This requirement or restriction shall not be interpreted to prohibit a network provider from replacing an existing structure with a substantially similar structure.

- (d) Historic Sites and Design Districts. Subject to the permit application approval time frames in Sec. 44-434, a network provider must obtain advance approval from the City before collocating new network nodes or installing new node support poles in any areas zoned or designated or defined as a Design District. Such installations shall be subject to the design and aesthetic standards of such areas. All applications for collocating new network nodes or installing new node support poles within three-hundred feet of a designated historic landmark or historic district must be reviewed by the City's Historic Preservation Officer for compliance with design and aesthetic standards.
- (e) Installation in Municipal Parks and Residential Areas. A network provider may not install a new node support pole in a public right-of-way without the City's discretionary, nondiscriminatory, written consent of the Utility and Environmental Services Director if the public right-of-way is located in a municipal park or is adjacent to a street or thoroughfare that is 1) not more than 50 feet wide; and 2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions. A network provider shall comply with private deed restrictions and other private restrictions when installing network nodes in parks and residential areas.
- (f) Zoning. A network provider seeking to construct, replace or modify a pole or node in the public right-of-way that exceeds the height or size limits contained in this section, shall be subject to applicable zoning requirements.
- (g) Only One Node per Service Pole. Only one network node may be installed on a service pole.

Sec. 44-436 – Effect of Permit

- (a) Authority Granted. A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the public right-of-way.
- (b) Time of Installation. A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion. Provided, however, the City may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.
- (c) Interference with network nodes. A network provider shall operate all network nodes in accordance with all applicable laws, including regulations adopted by the Federal Communications Commission and shall ensure that the operation of a network node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile telecommunications operation of the municipality operating at the time the network node was initially installed or constructed. On written notice, a network provider shall take all reasonably necessary steps to remedy any harmful interference.

Sec 44-437 – Removal, Relocation or Modification of Network Nodes in the Right-of-Way

- (a) Notice. Within 45 days following written notice from the City, a network provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any network node or node support pole within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably

necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.

- (b) Emergency Removal or Relocation of Facilities. The City retains the right and privilege to disconnect or move any network node located within the public right-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the network provider and allow the network provider an opportunity to move its own facilities prior to the City disconnecting or removing a facility and shall notify the network provider after disconnecting or removing a network node or node support pole.
- (c) Abandonment of Facilities. Upon abandonment of a network node or node support pole within the public right-of-way, the network provider shall notify the City within 30 days. Following receipt of such notice, the City may direct the network provider to remove all or any portion of a network node or node support pole if the City, or any of its departments, determines that such removal is necessary to protect public health, safety and welfare.

Sec. 44-438 – Public Right-of-Way Rate

- (a) Annual Rate. Once a network provider has installed and made operational a network node in the public right-of-way, network provider shall pay to the City compensation for use of the public right-of-way in the amount of \$250 annually per node in the City public right-of-way. This annual rate can be adjusted annually pursuant to Section 284.054 of the Texas Local Government Code.
- (b) Cease Payment. A network provider is authorized to remove its facilities at any time from the public right-of-way and cease paying the City compensation for use of the public right-of-way following removal and notification to the City of such removal.

Sec. 44-439 – Attachment to Service Poles in the Public Right-of-Way

A network provider shall be permitted to attach network nodes to city-owned service poles, consistent with applicable law and City Code and subject to the requirements specified herein.

- (a) Permits. A network provider shall obtain a permit, pursuant to the terms of this Article, prior to collocating network nodes on service poles.
- (b) Make Ready. Network Provider shall be responsible for costs for make ready work on City service poles to which provider seeks to place a network node.
- (c) Technical Limitations. Prior to collocating a network node on a city-owned service pole, the network provider will provide to the City an industry standard pole load analysis indicating that the service pole to which the network node is to be attached will safely support the load.
- (d) Service Pole Attachment Fee. The rate to collocate a network node on a service pole in the public right-of-way shall be \$20 per pole per year. Subject to the provisions of Sec. 44-440, such compensation together with the application fee and the public right-of-way rate specified in Sec. 44-438 shall be the sole compensation that the network provider shall be required to pay to the City.
- (e) Cease Payment. A network provider is authorized to remove its facilities at any time from a service pole in the public right-of-way and cease paying the attachment fee to the City upon notification to the City that the facilities have been removed.

Sec. 44-440 – Transport Facilities

Installation of transport facilities, including applicable compensation to the City for such facilities, shall be governed by Chapter 284.055 of the Texas Local Government Code.

Sec. 44-441 - Design Manual

A network provider shall comply with the City's Design Manual, if any, in place on the date a permit application is filed in relation to work for which the City has approved a permit application. The City's design manual may not conflict with applicable law and must be competitively neutral. This ordinance shall be considered part of the City's Design Manual.

II.

The City Council hereby adopts the Design Manual for the City of Round Rock for the Installation of Network Nodes and Node Support Poles pursuant to Chapter 284 of the Texas Local Government Code which is attached hereto as Exhibit A.

III.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2018.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2018.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

City of Round Rock

DESIGN MANUAL

for the Installation of Network Nodes and Node Support Poles

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Round Rock ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301, the City enacts this Design Manual in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature they are known, in, on, over or under the public rights-of-way, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

A Network Provider shall comply with the City's Public Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.

Abandon and its derivatives refers to the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means: (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Round Rock, Texas or its lawful successor. As used throughout, the term city also includes the designated agent of the city.

City Manager shall mean City Manager or designee.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, by way of example, the use of façades, blending with surrounding area design, painting to match the supporting area, or disguising with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis. For the purposes of this Design Manual, Design Districts include the designated areas in Section 3(D) below.

Development Code refers to the most recently dated version of the City of Round Rock Development Code approved by the Round Rock City Council.

Disaster emergency or *disaster* means an imminent, impending, or actual natural or human-made situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Ground Equipment means a Wireless Facility that is located on the surface of the Public Right-of-Way in an approved permit that is immediately adjacent to the Pole on which the Network Node is located.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic Design Guidelines refers to the Design Guidelines for Historic Commercial and Residential Districts and Properties in Round Rock, Texas, approved by the Round Rock City Council.

Historic District means an area that is zoned or otherwise designated as a historic district or historic overlay under municipal, state, or federal law.

Historic Landmark refers to a historic site or structure recognized by the state or federal government (i.e. the site or structure is listed in the National Register of Historic Places, as a Texas State Antiquities Landmark or Recorded Texas Historical Landmark) or a zoned area designated as H-Overlay as specified by the City of Round Rock. These are not limited to sites or structures in the City.

Historic Preservation Officer refers to the City of Round Rock Historic Preservation Officer or their designee.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal Park means an area that is zoned or otherwise designated by municipal code or dedicated as a public park for the purpose of recreational activity.

Municipally Owned Utility Pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

A. includes:

1. equipment associated with wireless communications;
2. a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
3. coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
4. a "Small Cell"

B. does not include:

1. an electric generator;
2. a pole; or
3. a macro tower.

Network Provider or Provider means:

A. a wireless service provider; or

B. a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

1. network nodes; or
2. node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a Service Pole, Municipally Owned Utility Pole, Node Support Pole, or Utility Pole.

Private Easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Service Pole means a pole, other than a Municipally Owned Utility Pole, owned or operated by a municipality and located in a public right-of-way, including:

- A. a pole that supports traffic control functions;
- B. a structure for signage;
- C. a pole that supports lighting, other than a decorative pole; and
- D. a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for Network Nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides:

- A. electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- B. services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless Service Provider means a person that provides Wireless Service to the public.

Wireless Facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

**SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF
MICRO NETWORK NODES, NETWORK NODES, NODE SUPPORT POLES
AND RELATED GROUND EQUIPMENT.**

A. Prohibited or Restricted Areas for Certain Wireless Facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal Park or is adjacent to a street or thoroughfare that is:

- a. not more than 50 feet wide; and
- b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2. Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic District and Design Districts.*** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. Installation of Network Nodes or Node Support Poles in Design Districts or Historical Districts shall be reviewed for compliance with this Design Manual, the City's Code of Ordinances, Development Code, Historic Design Guidelines, Overlay District Guidelines, and City, State, and federal historic preservation laws by the Historic Preservation Officer.

2.2. As a condition for approval of Network Nodes, Network Support Poles, or related equipment in a Design District or in a Historic District, the City shall require reasonable design, Camouflage or Concealment measures for the Network Nodes or Network Support Poles. Any request for installations shall include Camouflage or Concealment measures aimed to mitigate the impact or improve the aesthetics of the installation.

2.3. Applications for installation of Network Nodes, Network Support Poles, or related equipment in a Design District or in a Historic District shall include accurate scaled

drawings of all proposed new equipment for installation, showing the proposed location relative to existing equipment and adjacent structures within three hundred (300) feet of the proposed installation.

2.4. Any Network Nodes or related equipment mounted on a Decorative Pole or Network Support Pole within a Design District or in a Historic District must match the color of the District's Decorative Poles.

2.5. Each permit application shall disclose if it is within a Design District or a Historic District.

2.6. The Historic Preservation Officer shall have discretion to require additional materials from a Network Provider for the purpose of ensuring compliance with standards set forth in this manual, the City's Code of Ordinances, Development Code, Historic Design Guidelines, Overlay District Guidelines, and City, State, and federal historic preservation laws.

3. ***Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470).

3.1. Camouflage or Concealment measures for Network Nodes, Network Support Poles, and related equipment shall be required by the City for applications for installation in a public right-of-way within three hundred (300) feet of a designated Historic Landmark. Camouflage or Concealment measures shall be reviewed and approved by the Historic Preservation Officer.

3.2. The installation of new Network Support Pole in front of the front façade or front lot line of a structure or site designated as a Historic Landmark is prohibited.

3.3. For proposed installations of Network Nodes or Network Support Poles within three hundred (300) feet of a Historic Landmark, the Historic Preservation Officer shall have discretion to require additional materials from a Network Provider for the purpose of ensuring compliance with standards set forth in this manual, the City's Code of Ordinances, Development Code, Historic Design Guidelines, Overlay District Guidelines, and City, State, and federal historic preservation laws.

4. ***Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1. Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2. Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. ***Residential Areas and Municipal Parks.*** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way in or adjacent to a street or thoroughfare that is adjacent to a Municipal Park or residential lots or undeveloped land that is designated for residential use by zoning or deed restrictions.
2. ***Historic Districts and Design Districts.*** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or Historic Districts.

C. Most preferable locations

1. ***Industrial areas*** if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
2. ***Highway Rights-of-Way*** areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.
3. ***Retail and Commercial areas*** if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas. The City Council may designate an area as a Historic District or Design District under Chapter 284.105 at any time. Currently designated Design Districts include the following:

1. A public improvement district pursuant to Chapter 372 of the Texas Local Government Code, as amended;
2. reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, as amended;
3. planned development zoning district with Decorative Poles;
4. zoning districts MU-1 (Mixed-use Historic Commercial Core), MU-2 (Mixed-use Downtown Medium Density), MU-L (Mixed-use Limited), H (Historic) Overlay, and CT (Chisholm Trail) Overlay, as specified by City of Round Rock Planning and Development Services;
5. Property within 300 feet of any property zoned H (Historic) Overlay;

6. conservation district; and

7. any other area the City Council has designated a Design District.

E. Exceptions. The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. ***Existing telephone or electrical lines between existing utility poles.*** Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.
2. ***Existing Utility Poles*** (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.
3. ***Municipal Service Poles:***
 - a. ***Non-decorative street lights*** with a height of more than 20 feet.
 - b. ***Traffic signal structures*** when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
 - c. ***Street signage*** shall be a low priority use for attachment of a Network Node.
 - d. ***Other municipal Service Pole*** use is discouraged.
4. ***New Node Support Poles*** shall be the least preferred type of allowed facility for attachment of Network Nodes.
5. ***Ground Equipment.*** Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinances or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).
6. cause any harmful radio interference to FCC-authorized mobile telecommunications operations of the city.
7. Violate the National Electrical Safety Code provisions prohibiting placement within ten feet of energized conductors or existing utility service poles.

B. General Requirements and Information:

1. **Size Limits.** Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.
2. **State and Federal Rights-of-way permit.** If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.
3. **Confirmation of non-interference with City Safety Communication Networks.**
 - a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety or utility communications components in accordance with Chapter 284, Sec. 284.304.
 - b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. ***Improperly Located Network Node facilities, Node Support Poles and related ground equipment:***

- a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the d and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.
- b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$50 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

D. Network Node facilities placement.

1. ***Right-of-Way:*** Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. ***Height above ground.*** Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
3. ***Protrusions.*** In accordance with Chapter 284, Sec. 284.003(a)(1)(C), Sec. 284.003(a)(2)(C) and Sec. 284.003(a)(3)(B), no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.
4. ***Limit on number of Network Nodes per Site.*** There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles.

1. ***New Node Support Poles Spacing.*** New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.
2. ***Height of Node Support Poles or modified Utility Pole.*** In accordance with Chapter 284, Sec. 284.103, a Node support pole or modified Utility Pole may not exceed the lesser of:
 - a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
 - b. 55 feet above ground level.

F. Ground Equipment.

1. ***Ground Equipment near street corners and intersections:*** Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.
2. ***Ground Equipment near Municipal Parks.*** For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager in writing.

3. **Minimize Ground equipment density:** In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.
4. **Water, Sewer and Storm Drainage Lines:** Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.
 - a. Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.
 - b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.
 - c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.
 - d. Existing Water Lines: No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12- inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.
 - e. Existing Sewer Lines: No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12- inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.
 - f. Existing Storm Drainage Lines: No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.
5. Blocking streets, roads, alleys or lanes: Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction.

G. Municipal Service Poles.

1. ***In accordance with Agreement:*** Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 284.056 and Sec. 284.101 (a) (3), and (b).
2. ***Required industry standard pole load analysis:*** Installations on all Service Poles shall have an industry standard pole load analysis completed by the Network Provider and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.
3. ***Height of attachments:*** All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
4. ***Installations on Traffic Signals:*** Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:
 - a. Be encased in a separate conduit than the traffic light electronics;
 - b. Have a separate electric power connection than the traffic signal structure; and
 - c. Have a separate access point than the traffic signal structure; and
 - d. Shall not alter, puncture, or drill into any City structure.
5. ***Installations on Street signage:*** Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electronics shall:
 - a. Be encased in a separate conduit than any City signage electronics;
 - b. Have a separate electric power connection than the signage structure; and
 - c. Have a separate access point than the signage structure; and
 - d. Shall not alter, puncture, or drill into any City structure.
6. ***Reservation of Rights:***
 - a. The City reserves the right to install, and permit others to install, utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to the Network Provider for any damage caused by those persons or entities.
 - b. The City reserves the right to locate, operate, maintain, and remove City Traffic Signal poles in the manner that best enables the operation of its Traffic Signal

system, traffic control devices, clear paths regarding the line-of-sight for the commuting public, and protection of public safety.

- c. The City reserves the right to locate, operate, maintain, and remove any City Pole or structure located within the Right-of-Way in the manner that best enables the City's operation.

7. ***Restoration of City facilities and private property:*** The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts and in Historic Districts pursuant to Chapter 284.105.
2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.
3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, other applicable ordinances, and other design regulations related the Historic or Design District, except to the extent not consistent with Chapter 284.

SECTION 6. ELECTRICAL SUPPLY

- A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.
- B. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

A. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

B. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR

A. Removal or Relocation by Network Provider.

Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

B. Removal or Relocation Required for City Project.

Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

C. Removal Required by City for Safety and Imminent Danger Reasons.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

D. Coordination of Traffic Signal Maintenance Activities and Emergency Response.

Provider will provide City a key to each meter box at the time of inspection and have the ability to temporarily cut-off electricity to its facilities for the safety of maintenance personnel. In the event of failure of components of the Traffic Signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, City will respond to restore Traffic Signal operations as a matter of public safety. Should the events that result in damage or failure of the Traffic Signal system also affect Provider's Network Nodes, Provider shall have the sole responsibility to repair or replace its Network Nodes and shall coordinate its own emergency efforts with the City.

SECTION 9. PERMITTING

A. Attachment to Existing Poles.

Prior to installation or modification of a Network Node or Node Support Pole, Provider shall complete and submit to the City a Right-of-Way Permit application, along with standard required documents and the following items:

1. Permit Fee
2. Aerial map and street view image showing the location of the existing pole to which the Network Node is proposed to be attached.

3. Plans and drawings prepared by a professional engineer licensed in the State of Texas that has evaluated the existing pole or infrastructure for structural stability to carry proposed Network Nodes and can bear the wind load without pole modification or whether the installation will require pole re-enforcement. If pole re-enforcement is necessary, Provider shall provide engineering design and specification drawings for the proposed alteration to the existing pole. Any pole re-enforcement or replacement shall be at Provider's sole cost. All reinforcement or replacement poles shall match the character of the pre-existing pole in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.
4. Scaled dimensioned drawings, in plan and profile view, supplemented with pictures and drawing, of the proposed attachments of the Network Node to the existing poles or structures as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other poles or appurtenances. This shall include a before-and-after image of the pole and all proposed attachments and associated standalone equipment.
5. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, and its spacing from existing utilities. The drawings shall also show a sectional profile of the Right-of-Way and identify all existing utilities and existing utility conflicts.
6. The applicant shall provide analysis that the proposed Network Node shall not cause any interference with City public safety radio system, Traffic Signal light system, utility systems, or other communications components. It shall be the responsibility of the Provider to evaluate, prior to making the application for the permit, the compatibility between the existing City infrastructure and the Provider's proposed infrastructure. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.
7. A traffic control plan, a stormwater pollution prevention plan ("SWPPP"), and trench safety plan may also be required based on the proposed scope of work.
8. The City issued Right-of-Way permit authorizes use of its Right-of-Way. Providers/applicants are responsible for obtaining permission on non-city-owned infrastructure. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.
9. Notification to adjacent residential developments/neighborhoods within 300 feet is required on all node attachments on City infrastructure and shall state that the proposed work is not paid for or endorsed by the City. Such notice shall be submitted to the City's Engineering Department for approval prior to issuance.

B. Installation of New Poles.

Prior to installation or modification of a Node Support Pole, Provider shall complete and submit to the City a Commercial Building Permit application for the new pole, as well as a Right-of-Way Permit application. Along with standard required documents, the following items will also be required for the ROW Permit application:

1. Permit Fee.
2. Map showing intended location of the Node Support Pole. Aerial Map showing the location of the proposed new pole, and a street view image.
3. The applicant will need to provide analysis showing that the proposed new Node Support Pole is spaced at least three thousand (3,000) feet from another existing pole that is capable of supporting Network Nodes along the proposed location, unless otherwise approved by the City in writing.
4. TX PE sealed scaled dimensioned drawings and pictures of the proposed Node Support Pole as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances. This shall include a before-and-after street view image. The after-image needs to include the proposed pole and all proposed attachments and associated standalone equipment.
5. TX PE sealed scaled dimensioned construction plans, in plan and profile view, indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, its spacing from existing lines. The drawings shall also show a sectional profile of the Right-of-Way and identify all existing utilities and existing utility conflicts.
6. A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.
7. Analysis that the proposed Network Node shall not cause any interference with City public safety radio system, Traffic Signal light system, utility communication system, or other communications components. It shall be the responsibility of Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed infrastructure. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.
8. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.
9. Notification to adjacent residential development/neighborhoods within 300 feet is requirement on all node attachments owned by provider and shall state that the

proposed work is not paid for or endorsed by the City. Such notice shall be submitted to the City's Engineering Department for approval prior to issuance.

C. Electrical Permit

1. Provider shall be responsible for obtaining any required electrical power service to the Network Nodes and Node Support Poles or structures. Provider's electrical supply shall be separately metered from the City.
2. As provided by law, Provider shall provide City with the electrical permit and provide Texas Professional Engineer-sealed engineered drawings for conduit size, circuit size, calculations for Amp, distances running, etc.

SECTION 10. INSTALLATION AND INSPECTIONS

A. Installation.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

B. Inspections.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

SECTION 11. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

SECTION 12. GENERAL PROVISIONS.

- A. As Built Maps and Records.** Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- B. Courtesy and Proper Performance.** Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

- C. Drug Policy.** Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- D. Allocation of Funds for Removal and Storage.** The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.
- E. Ownership.** Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- F. Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- G. Signage.** Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- H. Graffiti Abatement.** Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable policies or ordinances, except to the extent not consistent with Chapter 284.
- I. Restoration.** Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- J. Network Provider's Responsibility.** Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider one or more appointments to the Brushy Creek Regional Utility Authority (BCRUA) board of directors.

Type: Appointment

Governing Body: City Council

Agenda Date: 5/24/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-5504