



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Thursday, November 8, 2018

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER – 6:00 P.M.

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [2018-6082](#) [Consider a presentation recognizing the winners of the Imagine a Day Without Water poster contest.](#)

F. APPROVAL OF MINUTES:

- F.1 [2018-6070](#) [Consider approval of the minutes for the October 25, 2018 City Council meeting.](#)

G. RESOLUTIONS:

- G.1 [2018-6069](#) [Consider a resolution adopting the City of Round Rock's Legislative Program for the 86th Legislative Session.](#)
- G.2 [2018-6055](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Technology for Education, LLC \(TFE\) for the purchase and installation of an upgraded audio-video system for Police Department conference/training rooms.](#)

- G.3 [2018-6061](#) [Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the Brushy Creek Trail Veterans Park to Rabb Park Project.](#)
- G.4 [2018-6062](#) [Consider a resolution authorizing the Mayor to execute an Annual Services Agreement with Motorola Solutions for dispatch equipment for the Police Department.](#)
- G.5 [2018-6066](#) [Consider a resolution authorizing the Brushy Creek Regional Utility Authority \(BCRUA\) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Water Treatment Plant Expansion Project.](#)
- G.6 [2018-6067](#) [Consider a resolution authorizing the Brushy Creek Regional Utility Authority \(BCRUA\) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Raw Water Intake Barge Expansion Project.](#)
- G.7 [2018-6056](#) [Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Agreement with Star Shuttle for Paratransit Bus Services.](#)
- G.8 [2018-6059](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with CP&Y, Inc. for the Kenney Fort Boulevard \(Segments 2&3\) Project.](#)
- G.9 [2018-6060](#) [Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.](#)
- G.10 [2018-6064](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Smith Contracting Company, Inc. for the Roundville Lane Project.](#)
- G.11 [2018-6050](#) [Consider a resolution approving the FY 2018-2019 Self-Funded Health Insurance Budget.](#)
- H. ORDINANCES:**
- H.1 [2018-6049](#) [Consider an ordinance adopting Amendment No. 2 to the Golf Fund and the Multipurpose Field Complex Fund FY 2017-2018 Operating Budget. \(First Reading\)\(Requires Two Readings\)](#)
- H.2 [2018-6051](#) [Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2018 and Levying an Ad Valorem Tax. \(First Reading Only\)\(Second Reading Not Required\)](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**J. EXECUTIVE SESSION:**

- J.1 [2018-6104](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: Original Plat of the City of Round Rock, Block 36, Lots 1, 3, 5, 6, 7, 8, 9, and 10.](#)

K. 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 below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 2nd day of November 2018 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation recognizing the winners of the Imagine a Day Without Water poster contest.

Type: Presentation

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Craig Morgan, Mayor

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File 2018-6082



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the October 25, 2018 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 102518 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2018-6070



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, October 25, 2018

CALL MEETING TO ORDER – 6:00 P.M.

ROLL CALL

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

Absent: 1 - Councilmember Tammy Young

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

James Wofford, 711 Rolling Oak Drive, #104, spoke to the City Council regarding the Logan Street connection to Heritage Springs Trail.

Marinda Stewart, 8421 Iron Weed Road spoke to the City Council regarding the need for a performing arts center in Round Rock.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2018-6027](#) Consider a presentation recognizing the 2018 Local Legend Award recipients.

Members of the Round Rock Historic Preservation Commission made the presentation of the awards.

APPROVAL OF MINUTES:

F.1 [2018-6028](#) Consider approval of the minutes for the October 11, 2018 City Council meeting.

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

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

Nay: 0

Absent: 1 - Councilmember Young

STAFF PRESENTATIONS:

G.1 [2018-6030](#)

Consider a presentation and department update from Sports Management & Tourism.

Chad McKenzie, Sports Management and Tourism Director made the staff presentation.

RESOLUTIONS:

H.1 [2018-5973](#)

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

Chad McKenzie, Sports Management and Tourism Director began the presentation and introduced Arsenal who reviewed the last year of activities of marketing and branding activities.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.2 [2018-6015](#)

Consider a resolution authorizing the Mayor to execute a Contract with Partners Remodeling, Waterproofing, and Restoration for the Stark Park Improvement Project.

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.3 [2018-6001](#)

Consider a resolution authorizing the Mayor to execute a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development related to the Community Development Block Grant (CDBG) Funds for Program Year 2018-2019.

Joe Brehm made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.4 [2018-6002](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with David Uhl and Sandy Uhl to purchase right-of-way for the Kenney Fort Boulevard construction Project (Parcel 7).

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.5 [2018-6009](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with The Fellowship at Forest Creek to purchase right-of-way for the Kenney Fort Boulevard construction Project (Parcel 12).

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.6 [2018-6026](#)

Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with ICU Medical Fleet Services, LLC related to the University Boulevard improvements project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.7 [2018-6010](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Oldcastle Materials for the 2017 Street Maintenance Program Residential Type F Overlay - Project 1.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.8 [2018-6012](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the storm water system improvements in the vicinity of the Greenfield and Oak Bluff Estates Subdivisions.

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.9 [2018-6020](#)

Consider a resolution authorizing the Mayor to execute Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System with the Cities of Austin, Cedar Park, and Leander.

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.10 [2018-6013](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Alan Plummer Associates, Inc. for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion Project.

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

H.11 [2018-6014](#)

Consider a resolution authorizing the Brushy Creek Regional Utility Authority to approve Supplemental Contract No. 4 with Walker Partners, LLC for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project.

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

PUBLIC HEARINGS:**I.1 [2018-5997](#)**

Consider a public hearing regarding the adoption of a Roadway Impact Fee.

Mayor Morgan opened the hearing for public testimony.

David Glen, 8140 Exchange Drive, spoke to the City Council regarding road impact fees.

There being no further public testimony, the hearing was closed.

2018-6101

Consider an ordinance regarding the adoption of a roadway impact fee.

A motion was made by Mayor Morgan, seconded by Mayor Pro-Tem Baese, that this ordinance be disapproved. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Councilmember Young

ORDINANCES:**J.1 [2018-6037](#)**

Consider an ordinance amending Chapter 8, Code of Ordinances (2018 Edition) regarding animals. (First Reading)(Requires Two Readings)

Joel Coston, Animal Control Supervisor made the staff presentation.

Mayor Morgan re-opened citizen communication. The following citizens spoke regarding the proposed changes to the animal control ordinance:

Bella Grace Burgan, 711 Rolling Oak Drive, spoke in support of ordinance amendment.

Kimberly Bergan, 711 Rolling Oak Drive, spoke regarding section 8.202 regarding tying and staking of animals and requested that the use of chains be struck from the ordinance.

Sheila Smith, with Shadow Cats spoke regarding their concerns with the ordinance.

Caithrin Windham, 402 Maple Run Cove, spoke in favor of the ordinance amendments regarding feral cats.

Adalis Cardenas, 1640 Breezy Cove, spoke in favor of the ordinance amendment but spoke regarding some concerns she has.

Michelle Hensley, 2533 Tandi Trail, spoke in favor of the ordinance.

Rachel Yarger, 1905 Deepwood Drive, spoke regarding bees and how many hives a person can have on the size of the lot they live on.

Marie Bucher, 1104 Abbey Road, spoke regarding limiting the size of bee colonies and hives allowed.

Ken Bucher, 1104 Abbey Road, spoke regarding bees and the regulations in the proposed ordinance.

Aaron Gelfand, 812 Blue Springs Circle spoke in favor of the ordinance amendment but requested that purchase of animals be limited to Williamson County only and not contiguous counties.

Amy Gelfand, spoke in favor of the animal control ordinance amendment but requested that purchase of animals be limited to Williamson County only and not contiguous counties.

Amy Carney, 506 Buffalo Pass, spoke in favor of the animal control ordinance amendments and limiting it to Williamson County.

Michelle Wolff, 1307 Mills Meadow Drive, spoke in support of the ordinance amendments.

There being no further speakers, the Mayor closed the hearings.

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

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

Nay: 0

Absent: 1 - Councilmember Young

J.2 [2018-5994](#)

Consider public testimony regarding, and an ordinance approving Amendment No. 1 to the Planned Unit Development (PUD) No. 93 zoning district for 11.31 acres located at the northeast corner of S. Kenney Fort Blvd. and Forest Creek Dr. (First Reading)*

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

*Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.*

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

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

Nay: 0

Absent: 1 - Councilmember Young

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

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

Nay: 0

Absent: 1 - Councilmember Young

J.3 [2018-5899](#)

Consider an ordinance annexing 25.73 acres located south of the intersection of Sam Bass Road and W. Old Settlers Boulevard. (Second Reading)*

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, that this Ordinance be adopted. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Councilmember Young

J.4 [2018-5901](#)

Consider an ordinance zoning 25.73 acres located south of the intersection of Sam Bass Road and W. Old Settlers Boulevard to the Planned Unit Development (PUD) No. 116 zoning district. (First Reading)*

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

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

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

Nay: 0

Absent: 1 - Councilmember Young

J.5 [2018-5966](#)

Consider an ordinance approving Amendment No. 2 to Planned Unit Development (PUD) No. 9 to allow for a high-density multifamily land use on a 2.75-acre tract of land, located northwest of the intersection of S. Mays St. and Mays Crossing Dr. (Second Reading)

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

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

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

Nay: 0

Absent: 1 - Councilmember Young

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

There being no further business, Mayor Morgan adjourned the meeting at 9:35 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution adopting the City of Round Rock's Legislative Program for the 86th Legislative Session.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Legislative Issues Faced by Cities

Department: City Manager's Office

Text of Legislative File 2018-6069

The proposed resolution to adopt the City of Round Rock's Legislative Program for the 86th Legislative Session gives city staff the authority to introduce legislation that is deemed necessary by the City or oppose certain legislation that is deemed harmful to the City and its citizens. The legislative proposals remain broad to grant the City flexibility in the upcoming session.

RESOLUTION NO. R-2018-6069

WHEREAS, the 86th Legislative Session begins on January 8, 2019; and

WHEREAS, the City Council for the City of Round Rock (“City”) is requesting that the members of the Williamson County delegation introduce certain legislation deemed necessary by the City; and

WHEREAS, the City Council also requests that the Williamson County delegation oppose certain legislation that is harmful to the City and its citizens; and

WHEREAS, the City Council authorizes the City’s representatives to oppose any legislation that limits the existing authority of the City to govern its own affairs and oppose the imposition of any state mandates that do not provide for a commensurate level of state funding, Now Therefore

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

That the Williamson County delegation be requested to assist the City with the following legislative proposals, and that the Mayor, Councilmembers, City Manager, City Attorney, City staff members, and the City’s legislative representatives be authorized to testify on behalf of the City for or against the following proposals as appropriate:

1. **Sales Tax** – The City requests its local delegation to oppose any change in the sales tax intrastate sourcing rule or that reduces the City’s sales tax allocation.
2. **Appraisal Caps, Revenue Caps, Property Tax, and Adoption of the Annual Budget** - The City requests its local delegation to oppose any legislation that (1) will place additional appraisal caps on property, (2) will place revenue caps on the City, and (3) will limit or impose additional restrictions on the City’s authority to adopt a tax rate and the annual budget.
3. **Annexation, Zoning, Regulating Development, and Eminent Domain** – The City requests its local delegation to oppose any legislation that would limit the City’s authority related to annexation, zoning, regulating property development, and eminent domain.

4. **Transportation Improvements** – The City requests its local delegation to support legislation that will enhance its ability to construct and improve transportation projects.
5. **Economic Development Incentive Authority** – The City requests its local delegation to oppose legislation that will limit the City’s authority to participate in local economic development projects, or which would impose state oversight. The City requests its local delegation to support legislation to appropriate funds for the Texas Enterprise Fund and the Governor’s University Research Initiative (GURI).
6. **Issuing City Debt** – The City requests its local delegation to oppose legislation that would expand election requirements for issuance of any city debt, impose a petition/election procedure where none currently exists, or that would otherwise erode the ability of a city to issue debt in any way.

BE IT FURTHER RESOLVED,

That the Mayor, Councilmembers, City Manager, City Attorney, City staff members, and the City’s legislative representatives be authorized to testify in opposition to any legislation that would limit or erode the City’s power to self-govern, or in any way be of detriment to the City’s authority to exercise the powers prescribed by the citizens of the City in their elected officials and oppose the imposition of any state mandates that do not provide for a commensurate level of state funding.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Legislative Issues Faced by Cities

86th Legislative Session

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FOREWORD

This packet is meant to provide a general (though not exhaustive) overview of the myriad legislative issues faced by cities. It lists the most significant bills that were proposed in the 84th and 85th legislative session to inform you about what bills may be filed this year, as well as TML's 2017 comprehensive position.

Appendix A lists all of the actions that were approved by the TML Resolutions Committee. The TML Municipal Policy Summit met on August 23-24 to brief participants on the legislative issues faced by cities. After each subject-matter briefing, the participants made recommendations that were sent to the 2018 TML Resolutions Committee for consideration. The Resolutions Committee met at the TML Annual Conference on October 11 to vote on whether to adopt the proposed resolutions.

The proposed resolution to adopt the City of Round Rock's Legislative Program for the 86th Legislative Session gives city staff the authority to introduce legislation that is deemed necessary by the City or oppose certain legislation that is deemed harmful to the City and its citizens. The legislative proposals remain broad to grant the City flexibility in the upcoming session.

HARMFUL LEGISLATION IN GENERAL

PREEMPTION

Preemption is the use of state law to nullify a municipal ordinance or authority.

Preemption Legislation Topics of the 85th and 86th Legislative Sessions

- Annexation reform (preemption bill passed in the 85th legislative session)
- City permit streamlining
- City permit vesting reform
- Cell phone/texting preemption
- Driver screening requirements for ride-sharing companies (HB 100 passed in the 85th legislative session which preempts local regulations for ridesharing companies in Texas and replaces them with statewide driver screening requirements, i.e. yearly criminal background check, not be on the sex offender registry, and carry auto insurance)
- Paid-sick leave (Texas Public Policy Foundation (TPPF) sought a temporary injunction that would prevent Austin's Paid Sick Leave Ordinance from going into effect. July 2019, the district court denied their request for a temporary injunction. TPPF and the attorney general appealed the temporary injunction to the appeals court in Austin.)
- Plastic grocery bag ban (June 2018, the Texas Supreme Court ruled in City of Laredo v. Laredo Merchants Association that the ban is preempted by state law.)
- Revenue caps
- Short-term rentals (May 2018, the Texas Supreme Court ruled in Tarr v. Timberwood Park Owners Association that short-term rentals did constitute a residential purpose rather than a commercial purpose.)
- Spending caps for both the state and cities equal to population growth plus inflation
- Tree ordinances
- Union dues check off prohibition

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League oppose legislation that would provide for state preemption of municipal authority in general.
2. The League oppose legislation that would preempt existing or future bans on the use of plastic bags in a city.

MUNICIPAL REVENUE AND FINANCE

REVENUE CAPS

The most serious threat to city revenue in 2019 will be legislative attempts to limit the total amount of property revenue cities can generate from year-to-year.

Types of Revenue Limits or Caps Featured in Past Bills

- Automatic rollback elections – Typically combined with a lowered rollback rate, would require an automatic rollback election whenever a city proposes a tax rate that exceed the rollback rate.
- Reduced rollback petition requirements – One bill would have shrunk the number of petition signatures necessary to launch a rollback election.
- Exclusion of the “new property” adjustment from effective and rollback rate calculations – Cities are permitted under current law to exclude the taxes levied on new property when calculating their tax rates. Two bills proposed deleting this adjustment, which would ultimately punish Texas cities for new growth.
- Reduced rollback rate – Several bills would have reduced the rollback rate from either eight, five, or even four percent.
 - 85th Legislature S.B. 2 – five percent rollback rate combined with automatic ratification elections held on the November uniform election date. (Bill failed to get out of committee.)
 - 85th Legislature 1st Special Session, S.B. 1 – S.B. 1 was similar to S.B. 2 from the regular session with one major difference. The lowered rollback rate (4 percent this time) and automatic election requirement only applied to the largest cities and counties in the state – those that bring in more than \$20 million in property tax and sales tax revenue combined. (The bill failed - the House version of S.B. 1 passed the House, but the Senate rejected the House’s version of the bill as not stringent enough.)

January 2018, Governor Abbott released a property tax reform plan on his campaign website:

The governor proposed a 2.5 percent revenue cap on all cities, counties, special purpose districts, and school districts in the state. More specifically, the revenue cap would:

- Propose a property tax rollback rate of 2.5 percent;
- Provide that any proposed increases in excess of the cap may be only for certain purposes, like compensation for law enforcement personnel or critical infrastructure;
- Prohibit a local government from opposing any property tax increase, even for the purposes listed above, in excess of the statewide (not city-specific) increase in population plus inflation;
- Require that any proposed increase above the cap (but under the statewide population-plus inflation rate) be approved by two-thirds of the elected officials of the governing body proposing the increase and be approved by two-thirds of the voters at an election; and
- Include a “carry forward” provision so that taxing entities can offset the effects of declines in property appraisal values during economic downturns.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League oppose legislation that would impose a revenue cap of any type, including a reduced rollback rate, mandatory tax rate ratification elections, lowered rollback petition requirements, limitations on overall city expenditures, exclusion of the new property adjustment in effective rate and rollback rate calculations, or legislation that lowers the rollback rate and gives a city council the option to re-raise the rollback rate.

APPRAISAL CAPS

Appraisal caps limit how much taxable property values can rise each year. In 1997, Texas limited assessed value increases to 10 percent annually for residential homesteads.

Fortunately, appraisal caps are losing steam as a possible means of tax relief, only five appraisal cap bills were filed in 2015. The most notable of those bills was H.B. 2041.

Most Significant Appraisal Cap Bills in 2015 and 2017

- 2015 H.B. 2041 by Bell – Would have lowered the appraisal cap to five percent and applied the five percent cap to all property. (failed)
- Several appraisal cap bills were filed during the 2017 regular and special sessions. However, none of the bills were heard in a committee.

2017 TML Comprehensive Position

1. The League will oppose legislation that would negatively expand appraisal caps but take no position on legislation that would authorize a council-option reduction in the current ten-percent cap on annual appraisal growth.

EFFECTIVE AND ROLLBACK RATE REFORM

Numerous bills have passed during the last several legislative sessions that would purportedly improve “truth-in-taxation” laws in relation to the property tax rate setting process.

Most Significant Effective and Rollback Rate Reform Bills in 2017

- 2017 S.B. 2239 by Bettencourt – Would have changed the definition of “debt” for purposes of calculating property tax rates to only include debt that has been approved at an election.
 - Would have required certificates of obligation and other non-voter approved debt to be financed through a city’s maintenance and operations rate instead of its debt service rate.
 - Would have repealed Sec. 26.03 of the Tax Code, which excludes money in a tax increment fund from the total property tax levy for purposes of calculating the effective and rollback tax rates.
- In 2017, significant truth-in taxation reforms were packaged with revenue caps. These bills included changes like:
 - Renaming the “effective tax rate” the “no-new-revenue tax rate”;
 - Providing that a person who owns taxable property is entitled to an injunction restraining the collection of taxes by a taxing unit in which the property is taxable if the taxing unit has not complied with certain tax rate calculation, publication, and adoption requirements, without regard to whether the failure to comply was in good faith;
 - Requiring each taxing unit to maintain an Internet website; and
 - Requiring each taxing unit to calculate various rates and provide various taxpayers of financial information to the appraisal district for posting into an online property tax database.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League support legislation that would simplify the effective tax rate calculation for notice purposes only, provided the legislation would have no effect on their the underlying effective tax rate and rollback tax rate calculations themselves, or upon the hold harmless exemptions to those rates.

PROPERTY TAX ABATEMENTS

TML opposes only those exemptions that substantially erode the property tax base. The rationale behind the approach is that the effective tax rate and rollback tax rate mechanisms provide dollar-for-dollar relief for small amounts of lost property tax base. The lost property tax base is simply shifted from exempt to non-exempt properties. Cities are still able to raise the same level of revenue without facing negative property tax consequences.

The downside of new property tax exemptions is that residential property tends to disproportionately bear the shifted burden.

Most Significant Property Tax Exemptions Bills in 2015 and 2017

- 2015 Session S.B. 516 by Bettencourt – Would have expanded the Freeport property tax exemption. (failed)
- 2015 Legislative Session S.B. 758 and S.B. 763 by Bettencourt – Would have enacted exemptions for business personal property. (failed)
- 2017 Legislative Session S.B. 15 by Huffines and the corresponding constitutional amendment, S.J.R. 1 by Campbell – Exempts from property taxes the residence homestead of a surviving spouse of a first responder killed or fatally injured in the line of duty. (Passed - exemption will cost Texas cities roughly \$350,000 in property tax revenue per year.)

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League oppose legislation that would impose new property tax exemptions that substantially erode the tax base.

EQUITY APPRAISALS

Since the passage of S.B. 841 in 1997, commercial property owners are filing lawsuits against appraisal districts on the grounds that the appraised value of their property exceeds the appraised value of similar properties.

- 1997 S.B. 841 – Required a district court to grant relief to a property owner on the grounds that a property is appraised unequally if the appraised value of the property exceeds the median appraised value of a reasonable number of comparable properties. (The League supported H.B. 2083, though tax experts believe additional legislation may be necessary to have a meaningful impact on the equity appraisal issue.)

Most Significant Equity Appraisal Bills in 2015 and 2017

- 2015 H.B. 2083 by Darby - Requires the selection of comparable properties and the application of appropriate adjustments for the determination of an appraised value of property to be based upon the application of generally accepted methods and techniques.
- In 2017, no legislation containing beneficial amendments to the equity appraisal issue was filed. However, legislation was filed to prohibit taxing units from challenging the level of appraisals of any category of property in the district or in any territory in the district. This change was included in some of the major tax reform legislation – S.B. 2 and S.B. 669 during the regular session and S.B. 1 during the special session. (failed)

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League support legislation that would make beneficial amendments to the equity appraisal statute.

SALES PRICE DISCLOSURE

Appraisal Districts are prevented by current law from having easy access to sales price data. Various bills considered in the last five legislative sessions would have mandated sales price disclosure by the buyer and/or the seller to appraisal districts for taxing purposes. Sales price disclosure legislation is generally defeated because sales price disclosure is frequently opposed by real estate interests on various grounds.

No sales price disclosure legislation was filed in 2015.

Most Significant Sales Price Disclosure Bills in 2017

- 2017 H.B. 182 by Rep. Diego Bernal – Would have required the legislature to study the impact of sales price disclosure on the property tax system. (failed)
- 2017 H.B. 379 by Rep. Diego Bernal – Would have actually mandated sales price disclosure. (failed)

2017 TML Comprehensive Position

1. The League will support legislation that would require mandatory disclosure of real estate sales prices.

DARK STORE APPRAISAL

In recent years, big box retailers across the country have argued that their stores should be appraised based on the “dark store” theory of property valuation. Essentially the retailers argue that their commercial properties should be appraised and valued the same whether they are in operation or closed. If successful, the retailers would pay far less in property taxes than would otherwise be required based upon the current market value of their property, thus shifting the tax burden to residential taxpayers.

Most Significant Dark Store Bills in 2017

- H.B. 27 by Rep. Drew Springer – Would have eliminated the dark store appraisal loophole by requiring property to be appraised at its “highest and best use.” (failed)

2017 TML Comprehensive Position

1. The League will support legislation that would close the “dark store” theory of appraisal loophole.

HOMESTEAD PROPERTY TAX EXEMPTION

Various legislative proposals over the last four legislative sessions would have increased the amount of mandatory and optional homestead exemptions.

Most Significant Homestead Property Tax Exemption Bills in 2015 and 2017

- 2015 S.B. 1 and S.J.R. 1 by Nelson – Increased the mandatory school homestead exemption from \$15,000 to \$25,000. The bills contained language prohibiting the governing body of a city, school district, or county that adopted an optional homestead exemption or the 2014 tax year from voting to reduce or repeal that exemption until December 31, 2019. (passed)
- 2015 S.B. 279 by Watson – Would have: (authorized any city council to take action to adopt a flat-dollar amount residence homestead property tax exemption of at least \$5,000, unless a larger amount is specified by the council, before July 1st of any given year; (2) provided that a \$5,000 residence homestead property tax exemption automatically goes into effect in any city that: (ad) does not take official action to opt-out of the flat-dollar amount exemption prior to July 1st of any given year; and (b) has not already adopted a percentage-based residence homestead property tax exemption under current law; and (3) provided that in any city where the city council has ceased to offer a percentage-based residence homestead property tax exemption and instead a flat-dollar amount property tax exemption, an individual may elect to rescind entitlement to the new flat-dollar amount exemption to continue to receive the percentage exemption that was previously available by filing written notice with the chief appraiser before July 15. (failed)
- In 2017, due to the attention being paid to revenue cap legislation, no bills pertaining to homestead property tax exemptions received a committee hearing.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League would: (1) oppose legislation that would impose new mandatory homestead exemptions or exemption increases; and (2) support legislation that would allow a council-option city homestead exemption, expressed as a percentage or flat-dollar amount.

SALES TAX EXEMPTIONS

In 1987, the legislature adopted a massive tax bill that increased the state tax rate and broadened the sales tax base to include custom computer software, local telephone service, data processing, garbage collection, janitorial and cleaning services, non-residential repairs and remodeling, landscaping, lawn services, surveying, exterminating, security services, and a variety of additional services. Since then, more exemptions have been sought. During each session, some exemptions are passed while many more fail.

TML opposes legislation that lengthens the back-to-school sales tax holiday, as many bills have proposed in recent sessions, because it would likely result in a more substantial erosion of sales tax revenues.

Most Significant Sales Tax Exemption Bills in 2015 and 2017

- 2015 S.B. 1356 by Hinojosa – Exempts the sale of a water-conserving or WaterSense product from sales and use taxes if the sale takes place on Memorial Day weekend. According to the bill's fiscal note, the bill will cost cities a total of roughly \$800,000 per year for the next five years. (passed)
- No sales tax exemption bills of any significance passed in 2017.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League would oppose legislation that would: (1) impose any sales tax exemption that would substantially erode the tax base; and (2) lengthen or broaden the scope of the current sales tax holiday.

SALES TAXES ON REMOTE SALES

For over 25 years, the 1992 United States Supreme Court decision in *Quill v. North Dakota* represented the law of the land regarding collection of state and local sales taxes on remote sales. *Quill* provided that a business could not be required to collect and remit sales taxes to a state if it had not established a physical presence there. State sales tax laws, Texas's included, were modified years ago to account for the *Quill*'s physical presence test.

In June 2018, the United States Supreme Court in *Wayfair v. South Dakota* held that a South Dakota state law requiring certain remote sellers to collect sales taxes on goods shipped to customers living in South Dakota is constitutional. In doing so, the Court overturned decades of legal precedent and potentially set the stage for a significant sales tax debate during the upcoming 2019 session of the Texas Legislature. The *Wayfair* decision opens the door for states to model sales tax collection laws after South Dakota's law.

According to the Court, South Dakota's system maintains certain features that protect it from claims that it imposes "undue burdens" on interstate commerce. Other states, including Texas, might seek to harmonize state law and procedure with these features to put any potential state law on solid legal footing. These features include:

- A "safe harbor" for companies that transact only limited business in the state. South Dakota's law applies only to sellers that annually deliver more than \$100,000 of goods or services into South Dakota or engage in 200 or more separate transactions for the delivery of goods in the state. According to the Court, this quantity of business could not occur unless the seller had an extensive virtual presence in the state.
- Expressly providing that no obligation to remit the sales tax may be applied retroactively.
- Adopting the "Streamlined Sales and Use Tax Agreement," which standardizes taxes to reduce administrative and compliance costs.

Of the above provisions, the prospect of Texas adopting the Streamlined Sales and Use Tax Agreement might present the biggest challenge. The national Streamlined Sales Tax Project is a decade-long effort to standardize all state sales tax codes in order to ease the transition to apply sales taxes to remote sales. Texas has not participated in the project. Though there are likely several reasons for this, one of the chief reasons had been an insistence by the project that states shift intrastate sales tax sourcing from the origin city to the destination city. TML has historically opposed this idea, and the comptroller's office has supported cities on the issue.

Given the *Wayfair* decision, legislators may feel the need to reevaluate the decision to sit on the sidelines with regard to the Streamlined Sales and Use Tax Agreement. Regardless of the decision to join the streamlining project, in all likelihood there will be legislation in 2019 that addresses remote sellers' responsibility to collect state and local sales taxes on all or most Texas sales.

2017 TML Comprehensive Position

1. The League will oppose legislation that would: (1) oppose legislation that would alter the city share or the calculation or sourcing of city sales taxes; (2) oppose legislation that would expand the sales tax base without fully benefitting the city tax base; and (3) support legislation that would expand the sales tax base, but only if the city tax base fully benefits from the expansion.

TYPE A/TYPE B ECONOMIC DEVELOPMENT SALES TAX

The Texas Legislature created economic development corporations (EDCs) in 1979. In 1989 and 1991, Legislation passed that strengthened EDCs by authorizing the Type A and Type B sales taxes. These sales taxes were initially envisioned by the legislators who created them as vehicles for fostering manufacturing and industrial jobs. However, each legislative session thereafter brought a gradual expansion of the permissible uses of Type A and Type B taxes.

Beginning in 2003, some of the legislators who had a hand in creating the initial EDC sales taxes began to revisit the issue, their focus being alleged “abuses” of the tax. In reality, it is more likely that these legislators were simply shocked by the broad, but legal, expansion of the two taxes over the previous decade. Since, legislators have introduced legislation designed to limit Type A and Type B taxes.

Most Significant Type A/Type B Economic Development Sales Tax Bills in 2015 and 2017

- 2015 H.B. 157 by Larson – Provides that a city may hold an election to adopt an EDC sales tax in any increment of one eighth of one percent (among many other things). (passed)
- 2015 H.B. 2772 by Martinez – Authorized certain EDCs located near the border to spend EDC funds on specified transportation facilities. (passed)
- 2017 H.B. 3045 by Dale – Authorized a city to hold an election to reduce or increase the rates of various city sales taxes. (passed)

2017 TML Comprehensive Position

1. The League will: (1) take no position on legislation that would broaden the authority of Type A or Type B sales tax corporations; and (2) oppose legislation that would limit the authority of Type A or Type B sales tax corporations statewide, but take no position on legislation that is regional in scope and that is supported by some cities in that region.

ISSUING CITY DEBT

Increased attention to cities ability to issue local debt reached a peak during the 2013 legislative session. Various legislative proposals over the last several sessions would have limited cities ability to issue debt.

Most Significant Bills that Relate to Cities Ability to Issue Debt in 2015 and 2017

- 2015 H.B. 1378 by Flynn – Required every city to complete an annual report containing information about issued and outstanding debt. Additionally, the bill prohibits a city from issuing a CO for a project that was rejected by the voters at a bond election during the preceding three years. (passed)
- 2015 S.B. 310 by Campbell – Would have added notice requirements and reduced the petition threshold to call elections on Cos. (failed)
- 2015 H.B. 1238 by Simmons – Would have only allowed city debt elections to take place on the November uniform election date. (failed)
- 2017 S.B. 461 by Lucio – Would have required a limited amount of new financial information on the ballot (just an estimated maximum annual increase of taxes that would be imposed on a \$100,000 home in the political subdivision, if the local debt proposition were approved). The bill would have required additional information in the election order itself and on a voter information document to be posted at each polling place and on the political subdivision's website. Additionally, the bill would have added language to the notice required when issuing a CO, and expanded the duration of the notice of a CO from 30 to 45 days. (failed)
- 2017 S.B. 702 by Huffines - Would have required turnout of 33 percent of the registered voters of a political subdivision in order for a bond election to take effect. The threshold was amended to 15 percent after the committee hearing. (failed)

Governor's 2018 Property Tax Reform Plan

1. Requiring additional financial information on local bond election ballots;
2. Restricting the use of COs to infrastructure projects relating to a natural disaster; and
3. Requiring a 2/3rds supermajority vote of the voters to approve the issuance of new local debt, along with establishing minimum turnout requirements for local debt elections.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League oppose legislation that would expand election requirements for issuance of any city debt, impose a petition/election procedure where none currently exists, or that would otherwise erode the ability of a city to issue debt in any way.

REGULATION OF DEVELOPMENT

ANNEXATION

Up until 2017, Texas granted broad annexation power to all of its home rule cities.

Most Significant Annexation Bills in 2017

- 2017 S.B. 6 by Campbell and Huberty - Requires landowner or voter approval of annexations in the state's largest counties (those with 500,000 population or more) and in counties that opt-in to the bill through a petition and election process. Those are called "Tier 2" annexations. Other "Tier 1" annexations are those in the remaining counties and those essentially follow the service plan, notice, and hearing law that was in place before S.B. 6. (passed – became effective on December 1, 2017)

Legislation Related to Annexation in 2018

For the 2018 interim, the Senate Intergovernmental Relations Committee was given a charge that relates to ETJ limitations and notice. Committee staff has told the League that the charge actually relates to annexation, and that it could be used as a backstop for bills that would "undo" annexations by cities during the period starting with the passage of S.B. 6 in August 2017 and the bill's effective date of December 1, 2017. Moreover, the charge may result in legislation that would allow any person to disannex their property from a city.

2017 TML Comprehensive Position

1. The League will oppose legislation that would erode municipal annexation authority.

EMINENT DOMAIN

Under current law, before a city condemns property, the city council must determine that the condemnation serves a public use. The council's decision has always been subject to judicial review, and local officials have always maintained that deciding what constitutes a public use should be done by the city council, the elected officials closest to the people, rather than by the state. Every session since the 2005 regular session, legislators have attempted to pass legislation that curtails cities ability to determine whether the condemnation serves a public use, as well as, prohibit condemnation for "economic development" purposes.

Most Significant Eminent Domain Bills in 2015 and 2017

- 2015 H.B. 3339 by Burkett, H.B. 3065 by Fallon, and S.B. 474 by Kolkhorst – Would have provided that, if the amount of damages awarded by the special commissioners is at least 10 percent greater than the amount the condemnor offered to pay before the proceedings began or if the commissioners' award is appealed and a court awards damages in an amount that is at least 10 percent greater than the amount the condemnor offered to pay before the proceedings began, the condemnor shall pay: (1) all costs; and (2) any reasonable attorney's fees and other professional fees incurred by the property owner in connection with the eminent domain proceeding. (failed)
- No significant eminent domain bills were proposed in 2017.

2017 TML Comprehensive Position

1. The League oppose legislation that would further erode a city's ability to condemn property for a public use.

ZONING

Zoning grants a city the authority to prohibit detrimental uses and to promote beneficial uses. The legislature has considered bills over the past several sessions that would have overturned the zoning decisions of individual cities.

For the 2014 interim, the House Land and Resource Management Committee received an interim charge regarding zoning.

The committee's interim report concluded that:

Zoning exists to support development and to ensure compatible uses occur in proximity to one another. Zoning does not exist to deny altogether the ability of a landowner to develop his or her property. Unfortunately, the committee finds a handful of city councils have misused the zoning and comprehensive planning processes to stymie development by imposing on a particular area or specific tracts uses which are not attainable under real-world marketplace conditions, even in the long-term. This misuse of powers has imposed uncompensated burdens and financial hardships on private landowners for the sake of preserving theoretical long-term future public benefits. In the worst instances, these cities use the requirement set forth in Section 211.004(a) in combination with an unrealistic and aspirational comprehensive plan to create a "planning trap" that makes near-term development impossible and can force a private landowner to hold his or her land in an undeveloped state for years.

Based on that conclusion, H.B. 3701 (the legislation discussed above that would give zoning authority to county commissioner appointees) was filed and heard, but never made it out of committee.

Several zoning bills were filed in 2017, but all failed to make it out of committee.

2017 TML Comprehensive Position

1. The League opposes legislation that would erode municipal zoning authority; restrict cities' ability to adopt or amend zoning regulations, or vest or otherwise create a property right in a zoning classification.

PERMIT VESTING

In 1987, the legislature enacted a statute that governed the application of state and local permits. The law generally required that approval or disapproval of a permit for a project be based on the requirements that were in effect when the original permit application was filed. Also, if a series of permits had to be filed for a project, the applicable requirements would be those in effect when the first permit application was filed. This “freeze” in regulations is known as “permit vesting.”

Most Significant Permit Vesting Bills in 2017

- 2017 H.B. 3787 by Cecil Bell - Would provide that a city may not enforce an ordinance related to land use or business regulation if the ordinance was not in effect on the date the property owner acquired title to the property. This is often referred to as super-vesting. (failed)
- 2017 H.B. 898 by Paul Workman - Would provide, among other things, that a political subdivision that has been found by a court to have violated the permit vesting statute is liable for actual damages, reasonable attorney’s fees, administrative and court costs, and the applicant’s portion of the cost of any mediation that did not result in an agreement. (failed)

2017 TML Comprehensive Position

1. The League should oppose legislation that would enact adverse amendments to the permit vesting statute (Chapter 245 of the Local Government Code).

BUILDING CODES/PERMIT FEES

TML membership usually insists that each city be allowed to amend any mandatory codes to meet that city's needs.

In 2001, the Texas Legislature adopted S.B. 365, now codified as Section 214.211 et seq. of the Texas Local Government Code. S.B. 365 adopted the International Residential Code (IRC) and the National Electrical Code as the standard building codes for residential construction in Texas cities starting January 1, 2002. Under the statutes, cities are authorized to make amendments to these codes to meet local concerns.

Lately, a city's ability to amend any mandatory codes to meet the city's needs has been under fire. The legislature has considered bills over the past several sessions that would restrict cities' authority to govern their own affairs relating to building codes and permit fees. Furthermore, the Texas Association of Builders continues to claim that out-of-control city fees are responsible for the rising costs of housing in Texas. In spite of a survey commissioned by TML shows that building and inspection fees constitute only a tiny fraction of a homebuyer's mortgage payment.

Most Significant Building Code Bills in 2015 and 2017

- 2015 S.B. 1679 by Huffines - would have provided that, when a city adopts procedures to adopt amendments to the International Building Code or any other building code, those procedures must include: (1) the preparation of a cost-benefit analysis of each amendment; and (2) two public hearings on each amendment. The bill would also provide that (1) and (2) must be completed prior to any building code or building code amendment being adopted. (failed)
- 2017 S.B. 636 by Huffines - would have: (1) lowered the population threshold in current law from 100,000 to 40,000 to invoke certain notice and hearing procedures for changes in a city's building code; and (2) imposed new requirements: (a) that a city publish a detailed cost-benefit analysis of a building code or code amendments; and (b) that would mandate, for an amendment that addresses existing or potential harm to health and safety: (i) scientific evidence supporting the probability or likelihood that the harm has occurred or will occur; and (ii) scientific evidence supporting the probability or likelihood that the amendment will prevent or address the harm. (failed)

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League would: (1) oppose legislation that would erode a city's ability to make amendments to model building codes; (2) support legislation that would authorize a city council to opt-in to requiring residential fire sprinklers in newly constructed single-family dwellings; and (3) oppose legislation that would further restrict a city's ability to impose building permit fees.

TREE PRESERVATION

Many Texas cities have enacted tree preservation ordinances. The legislature has considered bills over the past several sessions that would preempt city tree preservation ordinances. The 2017 regular session of the legislature saw a number of bills designed to preempt city tree preservation ordinances. None of those passed, but the governor added the issue to his special session agenda (H.B. 87 by Phelan and Kolkhorst). H.B. 87 by Phelan and Kolkhorst passed. It was a compromise between home builders, cities, environmentalist, and others.

2017 H.B. 87 by Phelan and Kolkhorst provided that:

1. "Tree mitigation fee" means a fee or charge imposed by a city in connection with the removal of a tree from private property.
2. A city may not prohibit the removal of or impose a tree mitigation fee for the removal of a tree that: (a) is diseased or dead; or (b) poses an imminent or immediate threat to persons or property.
3. A city may not require a person to pay a tree mitigation fee for the removed tree if the tree: (a) is located on a property that is an existing one-family or two-family dwelling that is the person's residence; and (b) is less than 10 inches in diameter at the point on the trunk 4.5 feet above the ground.
4. "Residential structure" means: (a) a manufactured home as that term is defined by the Texas Manufactured Housing Standards Act; (b) a detached one-family or two-family dwelling, including the accessory structures of the dwelling; (c) a multiple single-family dwelling that is not more than three stories in height with a separate means of entry for each dwelling, including the accessory structures of the dwelling; or (d) any other multifamily structure.
5. A city that imposes a tree mitigation fee for tree removal on a person's property must allow that person to apply for a credit for tree planting to offset the amount of the fee.
6. An application for a credit under (5), above, must be in the form and manner prescribed by the city.
7. To qualify for a credit, a tree must be: (a) planted on property: (i) for which the tree mitigation fee was assessed; or (ii) mutually agreed upon by the city and the person; and (b) at least two inches in diameter at the point on the trunk 4.5 feet above ground.
8. For purposes of determining where an off-site tree must be planted, the city and the person may consult with an academic organization, state agency, or nonprofit organization to identify an area for which tree planting will best address the science based benefits of trees and other reforestation needs of the city.
9. The amount of a credit provided to a person must be applied in the same manner as the tree mitigation fee assessed against the person and: (a) equal to the amount of the tree mitigation fee assessed against the person if the property is an existing one-family or two-family dwelling that is the person's residence; (b) at least 50 percent of the amount of the tree mitigation fee assessed against the person if: (i) the property is a residential structure or pertains to the development, construction, or renovation of a residential structure; and (ii) the person is developing, constructing or renovating the property not for use as the person's residence; or (c) at least 40 percent of the amount of the tree mitigation fee assessed against the person if: (i) the property is not a residential structure; or (ii) the

person is constructing or intends to construct a structure on the property that is not a residential structure.

10. As long as the city meets the requirement to provide a person a credit under (8), above, the bill does not affect the ability of or require a city to determine: (a) the type of trees that must be planted to receive a credit, except as provided by (7), above; (b) the requirements for tree removal and corresponding tree mitigation fees, if applicable; (c) the requirements for tree-planting methods and best management practices to ensure that the tree grows to the anticipated height at maturity; or (d) the amount of a tree mitigation fee.

11. The bill does not apply to property within five miles of a federal military base in active use as of December 1, 2017.

It is highly likely that bills to completely preempt municipal tree authority will be filed in 2019.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League oppose legislation that would erode municipal authority in relation to tree preservation requirements.

SHORT-TERM RENTALS

Some cities have experienced problems with short-term home rentals recently, largely due to the proliferation of websites such as AirBNB and VRBO. Those problems range from uncollected hotel taxes to out of control parties. Some cities have enacted ordinances in an attempt to address these problems.

The City of Austin, in particular, has been at the forefront of short term rental regulations. After revamping its STR ordinance in February 2016, a number of short term rental owners, represented by attorneys from the Texas Public Policy Foundation (TPPF), sued the City of Austin. The attorney general issued a press release when he decided to intervene in the Austin lawsuit stating that he is seeking to protect the property rights of STR owners in Austin.

An STR ordinance is a perfect example of a local decision that is best made at the local level. Not every city has an issue with STRs. But in high-tourist areas and neighborhoods, city councils are the first ones to hear about it.

2017 TML Comprehensive Position

1. The League should oppose legislation that would erode municipal authority to regulate short-term rentals.

UTILITIES AND TRANSPORTATION

MUNICIPAL RIGHT-OF-WAY AUTHORITY/COMPENSATION

In the past several sessions, legislation has been proposed that would erode the authority of a city to be adequately compensated for the use of its right-of-way, erode municipal authority over the management and control of rights-of-way, and erode the provision of Chapter 66 of the Texas Utilities Code.

Telecommunications: Access Line Fees

Chapter 283 of the Texas Local Government Code, enacted in 1999, significantly altered the procedures under which cities collect compensation from telecommunications providers that use city rights-of-way (ROWS). Chapter 283 replaced telecommunications franchise agreements with a new system of compensation based on “access lines.” However, new technologies have placed a strain on the language and led to many disagreements about which providers and what types of lines are subject to the compensation requirements. In addition, the continuing migration to cell phones has reduced the number of land lines on which the fee can be collected.

Some have incorrectly argued that the compensation for the use of a city’s rights-of-way is a “tax” on telecommunications providers or consumers. Any characterization of right-of-way compensation as a “tax” is wrong. The compensation that telecommunications providers pay is simply a cost of doing business, just like leasing property for an office or other facility. In fact, the Texas Constitution prohibits a city from allowing the private use of its property for free, and to reduce the fee would provide an unconstitutional public subsidy to private business.

The issue did not come up in 2011, 2013, 2015, or 2017, but it is always possible that legislation that limits cities’ ability to collect compensation from telecommunications providers that use city rights-of-way will be proposed.

Electric: Franchise Fees

S.B. 7, passed in 1999, deregulated the Texas electric power market. The legislation, which went into full effect in 2002, made changes that not only deregulated most electric utilities in Texas, but also changed the way in which municipal electric franchise fees are charged and collected.

Since January 1, 2002 (the date deregulation was implemented), a city’s electric franchise fee has been – with some exceptions – based on the number of kilowatt-hours (kwh) that a utility delivered to customers located within the city’s boundaries in 1998. The total franchise fees for 1998 were divided by the total kwhs for that year to arrive at a “per kwh rate.” That rate is multiplied by the current kilowatt hours used by all customers within the city to arrive at the franchise fee amount due to the city.

Cable/Video: State Issued Certificate of Franchise Authority

Federal law requires a local authority (e.g., a state or local government) to issue a franchise agreement, and Texas law provides that compensation for the use of a city’s rights-of-way is required.

Because of ever-growing technological capabilities, telecommunications companies now also have the ability to provide video programming. Therefore, these companies wanted the local franchise system reformed so that they would not have to obtain hundreds of franchises, which they felt would be an impediment to installing the infrastructure necessary to implement their new technology.

In 2005, the legislature asked cities, cable providers, and telecommunications companies to reach a compromise on issues related to the right-of-way compensation system for companies that provide video services to city residents. The end result, after several failed bills, much negotiation, one regular session, and two special sessions, was Senate Bill 5, which created a new Chapter 66 of the Texas Utilities Code. It represented a compromise that was acceptable to cities. The cable industry was opposed to the bill.

H.B. 3675 (and H.B. 259, a similar bill) was filed in 2011, ostensibly as a way to address the inequities between cable and satellite providers. The bill would have: (1) imposed on each video provider (e.g., cable television services and similar services, as well as satellite service) a state “assessment” of 6-1/4 percent of gross revenues derived from the provision of subscription video services in this state (but excluding Internet service); (2) provided that each video provider is entitled to a credit against the assessment imposed under this bill for state or local franchise fees paid to cities; (4) provided that, effective on January 1, 2012, not later than the last day of the second month following a calendar quarter, the comptroller shall calculate the pro rata share of total subscription video service subscribers for each city and the unincorporated area of each county according to the most recent subscription report filed by each provider; and (5) required the comptroller to distribute the balance of the amount in the subscription video assessment clearance fund, less up to a five percent administrative fee in certain circumstances, by issuing a warrant drawn on the fund to each city with subscription video service subscribers in an amount equal to the city’s pro rata share of the amount in the fund as of the date the warrant is issued and each county with subscription video service subscribers outside of an incorporated area in an amount equal to the county’s pro rata share of the amount in the fund as of the date the warrant is issued.

The bill did not pass, nor did anything similar pass in 2013, 2015, or 2017.

Small Cell Nodes

Senate Bill 1004, passed during the 2017 regular session and effective September 1, requires a city to allow access for cellular antennae and related equipment (“small cell nodes”) in city rights-of-way, and it also entitles cell companies and others to place equipment on city light poles, traffic poles, street signs, and other poles. Negotiations during the legislative session led to concessions giving some city authority over placement and design.

Following the bill’s passage, the City of McAllen is leading a coalition of around twenty cities that filed a lawsuit to challenge the unconstitutionally low right-of-way rental fees in it. The bill caps a city’s right-of-way rental fee at around \$250 per small cell node. The price per node in the current bill is a taxpayer subsidy to the cellular industry because it allows nearly free use of taxpayer-owned rights-of-way and facilities. The lawsuit also claims that S.B. 1004 unconstitutionally delegates a city’s legislative authority to control its rights-of-way to private businesses. The City of Austin has also filed a lawsuit challenging S.B. 1004. Both lawsuits are pending.

In 2018, Senators John Thune (R- South Dakota) and Brian Schatz (D – Hawaii) introduced the Streamlining The Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act. The bill would federalize municipal right-of-way authority and compensation.

The bill would make major changes to federal requirements for small cell siting by imposing new requirements, such as:

- Providing that fees must be “competitively neutral, technology neutral, and nondiscriminatory; publicly disclosed; and based on actual and direct costs.” This provision would eliminate market-based rents for small cell nodes. (Editor’s note: The fee currently in place under Texas law limits a rental fee to \$250 per node annually. A lawsuit has been filed by numerous Texas cities to challenge the state cap.)
- Limiting local authority over “small personal wireless facilities (e.g. small cell nodes)” to “objective and reasonable...structural engineering standards based on generally applicable codes; safety requirements; or aesthetic or concealment requirements.”
- Imposing federal “shot clock” requirements for approval of small cell nodes, including a deemed granted provision for applications not acted upon by the local government in the stated period.

2017 TML Comprehensive Position

1. The League oppose legislation that would: (1) erode the authority of a city to be adequately compensated for the use of its rights-of-way; (2) erode municipal authority over the management and control of rights-of-way; and (3) erode the provisions of Chapter 66 of the Texas Utilities Code.

LOCAL TRANSPORTATION FUNDING

For more than three decades, TML has attempted to obtain access to new revenue sources so that the backlog of spending on infrastructure (and streets in particular) can be addressed, and so that some pressure can be taken off the property tax. Examples of these efforts include raising the automobile registration fee, raising the state gasoline tax, authorizing a sales tax to repair and maintain city streets, etc.

No legislation related to city transportation funding sources passed in 2015 and 2017 because funding at the state level had passed in 2013 (see next section).

STATE AND FEDERAL TRANSPORTATION FUNDING

State Funding

In the 2013 third special session, two bills - S.J.R. 2 and H.B. 1 - passed and both chambers promptly adjourned sine die. Here are summaries of the two bills:

- S.J.R. 1 (Nichols/Pickett) – Transportation Funding: amended the Texas Constitution to provide that: (1) if, in the preceding year, the state received from oil and gas taxes a net amount greater than that received in 1987, the comptroller shall transfer an amount equal to 75 percent of the difference between those amounts (25 percent continues to go to general revenue), with one-half to the rainy day fund and the remainder to the state highway fund; (2) the legislature by general law shall provide for a procedure by which the allocation of the amount transferred may be adjusted if revenue is less or greater than expected; and (3) revenue transferred to the state highway fund may be used only for constructing, maintaining, and acquiring rights-of-way for public roadways, other than toll roads. (Effective when approved by the voters on November 5, 2014.)
- H.B. 1 (Pickett/Nichols) – Transportation Funding: provided that: (1) not later than September 1 of each even-numbered year until 2024, the speaker and the lieutenant governor shall appoint a select committee to ensure that the state's rainy day fund has an appropriate balance, based on several criteria; (2) the select committee shall determine and adopt for the next state fiscal biennium a sufficient balance of the fund; (3) when the select committee has adopted the amount of the sufficient balance of the fund for a state fiscal biennium, the matter of approving that amount shall be presented to each house of the legislature in a concurrent resolution during the next succeeding regular legislative session; (4) the amount must be approved by a vote of a majority of the members of each house, and must be finally approved by each house not later than the 45th day of that legislative session; (5) before the comptroller makes transfers for a state fiscal year in accordance with S.J.R. 1 (above), the comptroller shall ensure that the balance in the rainy day fund meets the minimum amount, or adjust any transfers accordingly; (6) amounts transferred to the state highway fund under S.J.R. 1 (above) must be used and allocated throughout the state by the Texas Department of Transportation consistent with existing formulas adopted by the Texas Transportation Commission; (7) on or before August 31, 2015, the department shall identify and implement savings and efficiencies that result in a total savings of at least \$100 million in state funds appropriated to the department, to be used for reducing the principal of and interest on bonds and other public securities issued and bond enhancement agreements; (8) the commission may use money from the Texas Mobility Fund to provide funding, including through a loan, for certain port security projects, port transportation projects, or similar projects; (9) to serve as a transition committee, the speaker and the lieutenant governor shall appoint a select committee to determine the appropriate rainy day fund balance for the next biennium; (10) by November 30, 2013, the speaker shall appoint nine members to a House Select Committee on Transportation Funding, Expenditures, and Finance and the lieutenant governor shall appoint nine members to a Senate Select Committee on Transportation Funding, Expenditures, and Finance; and (11) the two committees appointed under (10) shall separately or jointly, review, study, and evaluate the future reliability of all

current state transportation funding sources and similar criteria. (Effective immediately after S.J.R. 1 was approved by the voters in November 2014.)

Most Significant State Funding Bills in 2015 and 2017

- 2015 S.J.R. 5 by Nichols and Pickett - The constitutional amendment was approved by the voters on November 3, 2015, and provides that the comptroller direct some of the state's motor vehicle sales tax to the State Highway Fund, but can't be used to fund toll roads. Essentially, if the state sales and use tax revenue reaches \$28 billion in a given year starting in 2017, the additional money – up to \$2.5 billion – would go to the highway fund. In addition, starting in 2019, 35 percent of state motor vehicle sales and rental tax revenue that exceeds \$5 billion would go to the fund.
- The main news of the 2017 session was the passage of the TxDOT "sunset bill." That bill continued the agency until 2029 and made various administrative improvements to the agency.

2017 TML Comprehensive Position

1. The League's 2017 Legislation Program provides that the League support legislation that would (1) discontinue the diversion of transportation revenues to non-transportation purposes; (2) provide additional funding to the Texas Department of Transportation for transportation projects that would benefit cities, so long as existing funding formulas are followed; and (3) provide local, state, and federal transportation funding for rail as one component of transportation infrastructure.

MISCELLANIOUS

ELECTIONS: PARTISAN CITY ELECTIONS

2017 saw the beginnings of a new effort to politicize the successfully non-partisan nature of city government in Texas. This trend toward trying to politicize our least political governing bodies may be one of the biggest challenges the League faces in the coming years.

Most Significant Bills that Relate to Partisan City Elections in 2017

- 2017 H.B. 2919 by Sanford - Would have required candidates for mayor and city council to declare party affiliation and run as partisans in their elections.

ELECTIONS: UNIFORM ELECTION DATES

Prior to 2005, most city elections had to be held on one of four uniform election dates. In 2005, the legislature passed H.B. 57, which deleted the February and September election dates, leaving only two uniform election dates: (1) the second Saturday in May and (2) the first Tuesday after the first Monday in November. H.B. 57 also gave cities the ability to change the date on which they held a general election to another authorized uniform election date, so long as the action was taken prior to December 31, 2005.

Most Significant Uniform Election Date Bills Between 2012-2017

- 2011 S.B. 100 by Van de Putte - Extended the deadline to December 31, 2012, for cities with May elections to switch to the November uniform election date. That statutory deadline expired, but still remained in place until 2015, thus precluding a city from changing its election date for three years. (passed)
- 2015 H.B. 2354 by Farney – Changed the May uniform election date from the second Saturday in May to the first Saturday in May to give more time between the election and primary election run offs. (passed – became effective on 9/1/15)
- 2015 S.B. 733 by Fraser - Extended the deadline to December 31, 2016, for cities with May elections to switch to the November uniform election date. By the time the 2017 legislative session began, Texas cities once again had no statutory authority to move their general election to another uniform election date. (passed)
- A number of bills were filed in 2017 that would have eliminated the May uniform election date, though none of them gained much traction.

Entering the 2019 session, cities still have two uniform election dates, and still cannot take action, without special city-specific legislation, to switch their general election date from May to November, or vice versa.

Some theorize that certain legislators want all elections to be held on one date, such as the November uniform election date. A joint election makes city officials uncomfortable. City officer elections and propositions, including important bond issues, could be shunted to the end of the ballot, and city issues could be drowned-out under huge national and state campaigns.

2017 TML Comprehensive Position

1. The 2017 TML Legislative Program provided that the League: (1) oppose legislation that would eliminate any of the current uniform election dates; and (2) support legislation that would extend the deadline for cities to change the date of their general elections to another uniform election date.

ADMINISTRATION: RESTRICTIONS ON LOBBYING

TML's success in defeating numerous bad ideas such as harmful appraisal caps and revenue caps led legislators to call into question so-called "taxpayer-funded lobbying." Legislators introduced various bills in attempt to prohibit cities from spending public money to attempt to influence the outcome of any legislation pending before the legislature, as well as expressly prohibiting cities from being members of a nonprofit association that attempts to influence the outcome of any pending legislation. Such bills would prevent the League from speaking out against the dozens of unfunded state mandates that are proposed each legislative session. They would also prohibit the League from speaking in opposition to legislation that increases the liability of city officials and endangers their personal resources. They would, most importantly, prevent the League from promoting the authority of local officials to respond to the needs and desires of local citizens.

Most Significant Restrictions on Lobbying Bills in 2015 and 2017

- 2015 H.B. 1257 by Shaheen, S.B. 711 and S.B. 1862 by Burton - Would have prohibited cities from spending public money to attempt to influence the outcome of any legislation pending before the legislature, as well as expressly prohibiting cities from being members of a nonprofit association that attempts to influence the outcome of any pending legislation. (failed)
- 2017 H.B. 1316 by Swanson/Hall and H.B. 2553 by Shaheen - Would have prohibited lobbying by cities. (failed)
- 2017 S.B. 445 by Burton - Would have, in regard to a city that imposes a tax or has the authority to issue bonds: (1) authorized the city to spend money directly or indirectly to influence or attempt to influence the outcome of any legislation pending before the legislature only if the expenditure is authorized by a majority vote of the city council in an open meeting as a stand-alone item on the agenda; (2) required the city to report to the Texas Ethics Commission (TEC) and publish on the city's website: (a) the amount of money authorized for the purpose of directly or indirectly influencing or attempting to influence the outcome of any legislation pending before the legislature; (b) the name of any person retained or employed by the city who must register as a lobbyist; and (c) an electronic copy of any contract for services entered into by the city with a person retained or employed by the city who must register as a lobbyist; (3) required the city to report to the TEC and publish on the city's website the amount of public money spent for membership fees and dues of any nonprofit state association or organization of similarly situated political subdivisions or entities that directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature; (4) required the TEC to make available to the public an online searchable database containing the reports submitted under (2); and (5) authorized a taxpayer of the city or a person who is served by or receives services from the city to seek injunctive relief. (failed)

2017 TML Comprehensive Position

1. The TML Legislative Program for 2017 included a provision that the League oppose legislation that would: (1) require the reporting of lobbying activities beyond the requirements in current law; (2) limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; and (3) limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

APPENDIX A

Municipal Policy Summit – Summary of Actions

All actions were approved at the 2018 TML Resolutions Committee on 10/11/18

Harmful Legislation in General/Preemption

The Summit delegates voted to recommend that the League:

1. oppose legislation that would erode municipal authority in any way, would impose an unfunded mandate, or would otherwise be detrimental to cities.
2. oppose legislation that would provide for state preemption of municipal authority in general.

Revenue and Finance

The Summit delegates voted to recommend that the League:

1. oppose legislation that would impose a revenue and/or tax cap of any type, including a reduced rollback rate, mandatory tax rate ratification elections, lowered rollback petition requirements, limitations on overall city expenditures, exclusion of the new property adjustment in effective rate and rollback rate calculations, or legislation that lowers the rollback rate and gives a city council the option to re-raise the rollback rate.
2. oppose legislation that would negatively expand appraisal caps but take no position on legislation that would authorize a council-option reduction in the current ten-percent cap on annual appraisal growth.
3. support legislation that would simplify the effective tax rate calculation for notice purposes only, provided the legislation would have no effect on either the underlying effective tax rate and rollback tax rate calculations themselves, or upon the hold harmless exemptions to those rates.
4. support legislation extending the sunset date for Chapter 312 tax abatement authority only if the business lobby groups whose members benefit from tax abatement agreements refrain from any support for harmful revenue and expenditure caps.
5. oppose legislation that would impose new property tax or sales tax exemptions that substantially erode the tax base.
6. support: (1) legislation that would make beneficial amendments to the equity appraisal statute; (2) legislation that would close the “dark store” theory of appraisal loophole; and (3) legislation that would require mandatory disclosure of real estate sales prices.
7. support: (1) legislation that would authorize a council-option property tax exemption of a portion of the appraised value of property damaged by a disaster; and (2) legislation that would

authorize a council-option city homestead exemption expressed as a percentage or flat-dollar amount.

8. support legislation that would convert the sales tax reallocation process from a ministerial process into a more formalized administrative process.
9. with regard to economic development: (1) take no position on legislation that would broaden the authority of Type A or Type B economic development corporations; and (2) oppose legislation that would limit the authority of Type A or Type B economic development corporations statewide, but take no position on legislation that is regional in scope and that is supported by some cities in that region.
10. oppose legislation that would erode the ability of a city to issue debt.

Regulation of Development

The Summit delegates voted to recommend that the League:

1. oppose legislation that would erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings; (5) building codes, (6) tree preservation, and (7) short-term rentals.
2. support legislation that would expand municipal annexation authority.
3. support legislation that would authorize a city council to opt-in to requiring residential fire sprinklers in newly constructed single-family dwellings.

Utilities and Transportation

The Summit delegates voted to recommend that the League:

1. oppose state or federal legislation or rules that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way.
2. support legislation that would: (1) allow for greater flexibility by cities to fund local transportation projects; (2) amend or otherwise modify state law to help cities fund transportation projects; or (3) provide cities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
3. support legislation that would: (1) provide additional funding to the Texas Department of Transportation for transportation projects that would benefit cities; and (2) provide local, state, and federal transportation funding for rail as one component of transportation infrastructure.

Miscellaneous

The Summit delegates voted to recommend that the League:

1. The Summit delegates voted to recommend that the League:
2. oppose legislation that would require candidates for city office to declare party affiliation in order to run for office.
3. oppose legislation that would eliminate any of the current uniform election dates.

Other

The Summit delegates directed League staff to seek the guidance of the TML executive committee in relation to tax abatement agreements should the "support" position included elsewhere in this program no longer encompass evolving scenarios.

The Summit delegates directed League staff to seek the guidance of the TML board of directors on issues related to sales taxes on remote sales.

The Summit delegates requested that, after the 2019 legislative session, the TML President appoint a committee to study seeking additional local option transportation funding mechanisms.

The Summit delegates requested that the TML President appoint a committee to study and make recommendations to the TML board of directors on issues related to initiative and referendum.



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Technology for Education, LLC (TFE) for the purchase and installation of an upgraded audio-video system for Police Department conference/training rooms.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Heath Douglas, IT Director

Cost: \$112,367.80

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Information Technology

Text of Legislative File 2018-6055

This item is for the purchase and installation of equipment to upgrade the AV systems in the five primary conference rooms (Large Training Room, Command Staff Conf Room, Patrol Briefing Room, Small EOC Conf Room, and CID Main Conf Room) located inside the Round Rock Police Department.

Due to the technical nature of the work being done, this project was put out to bid to three AV providers that have done previous successful AV projects for the City of Round Rock. The three providers were:

- 1) TFE - Technology for Education
- 2) Ford AV
- 3) Whitlock

All three vendors provided DIR/Buyboard quotes per the specifications provided to them. (See attached Bid Tab for pricing details).

This will be a Buyboard purchase with Technology for Education who responded with the lowest price and will be funded by the FY18 IT Technology Fund.

Cost: \$112,367.80

Source of Funds: General Self-Financed Construction Fund

RESOLUTION NO. R-2018-6055

WHEREAS, the City of Round Rock (“City”) desires to purchase certain deliverables, specifically, upgraded audio-video equipment to be installed at the City of Round Rock Police Department’s conference/training rooms, and to purchase goods and services related to said equipment, and

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

WHEREAS, Technology for Education, LLC is an approved Buy Board vendor through Buy Board Contract #498-15, and

WHEREAS, the City desires to purchase certain goods and services from Technology for Education, 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 Audio-Video Equipment Upgrade at City of Round Rock Police Department with Technology for Education, 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 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR
AUDIO-VIDEO EQUIPMENT UPGRADE AT
CITY OF ROUND ROCK POLICE DEPARTMENT
WITH
TECHNOLOGY FOR EDUCATION, 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 and installation of an upgraded audio-video system for the City of Round Rock Police Department's conference/training rooms, 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 February, 2017 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 TECHNOLOGY FOR EDUCATION, LLC, whose offices are located at 4411 South IH-35, Suite 110, Georgetown, TX 78626 (referred to herein as "TFE").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically, upgraded audio-video equipment to be installed at the City of Round Rock Police Department's conference/training rooms, and to purchase goods and services related to said equipment, and City desires to procure same from TFE; 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 # 498-15; 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 follows:

00407674/ss2

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and TFE whereby City is obligated to buy specified goods and TFE is obligated to sell same. The Agreement includes TFE's Proposal dated September 11, 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 TFE 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 TFE 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 total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

TFE shall satisfactorily provide all goods and complete all services described in TFE's Proposal, Exhibit "A," attached hereto.

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

TFE shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services 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 TFE **One Hundred Twelve Thousand Three Hundred Sixty-Seven and Eighty/100 Dollars (\$112,367.80)** 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 TFE;
- 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 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 TFE 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. TFE 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 TFE, 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 TFE 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 TFE, cancel this Agreement without liability to TFE if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by TFE or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, TFE 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 TFE’s charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If TFE 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:

Heath Douglas
Information Technology Director
221 East Main Street
Round Rock, Texas 78664
hdouglas@roundrocktexas.gov

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 TFE abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, TFE 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.

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

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

15.01 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 TFE.

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

C. TFE 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 TFE, TFE 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, TFE 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 TFE that portion of the charges, if undisputed. The parties agree that TFE 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

TFE 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 TFE's, or TFE's agents, employees or subcontractors, in the performance of TFE'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 TFE (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. TFE, 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. TFE 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). TFE 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. TFE 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, TFE 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 TFE verifies TFE does not boycott Israel and will not boycott Israel during the term of this Agreement.

18.01 INSURANCE

TFE shall meet all City of Round Rock Insurance Requirements as required by City as set on the City's website at:

http://www.roundrocktexas.gov/wpcontent/uploads/2014/12/corr_insurance_07.20112.pdf.

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 TFE:

Technology for Education, LLC
4411 South IH-35, Suite 110
Georgetown, Texas 78626

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 TFE.

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 TFE 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 TFE 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. TFE 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. TFE understands and agrees that time is of the essence and that any failure of TFE to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. TFE 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 TFE'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 TFE 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.

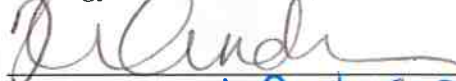
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

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

City of Round Rock, Texas

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

Technology for Education, LLC

By: 
Printed Name: Teri Anderson
Title: CEO
Date Signed: 9/25/2018

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563 | www.tfeconnect.com

City Of Round Rock

Heath Douglas

City of Round Rock PD conference/Training Rooms



658 Alliance Pkwy, Hewitt, TX 76643
Ph: 254.741.2738 Fax: 254.741.2779

City of Round Rock PD

Buyboard 498-15

September 11, 2018

Equipment		Manufacturer	Description	Quantity	Unit	Unit Price	Extended Price	Labor & Installation	Line Item Total
Large Training Room									
RZ660wu	Panasonic		rear projector 6200 lumen 1080p	1	ea	\$ 7,210.00	\$ 7,210.00	\$ 163.20	\$ 7,373.20
86UM3c-b	LG		86" commercial displays (LG 86" 4k full commercial)	4	ea	\$ 4,188.00	\$ 16,752.00	\$ 217.60	\$ 16,969.60
Fusion	chief		pole mounts	4	ea	\$ 354.00	\$ 1,416.00	\$ 652.80	\$ 2,068.80
ETL22	panasonic		Projector Lens	1	ea	\$ 2,939.00	\$ 2,939.00	\$ 54.40	\$ 2,993.40
TSW-760-b-s	Crestron		7" touchpanel with tt kit	1	ea	\$ 942.00	\$ 942.00	\$ 54.40	\$ 996.40
CP3	Crestron		series 3 processor	1	ea	\$ 1,059.00	\$ 1,059.00	\$ 921.60	\$ 1,980.60
60-1368-01	Extron		Crosspoint 84 with DTP	1	ea	\$ 4,977.00	\$ 4,977.00	\$ 108.80	\$ 5,085.80
London Blue 50	BSS		4x4 dsp processor	1	ea	\$ 839.00	\$ 839.00	\$ 448.00	\$ 1,287.00
CDI1000	Crown		2x500 amp	1	ea	\$ 839.00	\$ 839.00	\$ 54.40	\$ 893.40
60-1365-12	Extron		DTP input plate	1	ea	\$ 770.00	\$ 770.00	\$ 54.40	\$ 824.40
custom	Chief		poles for mounts	4	ea	\$ 42.00	\$ 168.00	\$ 217.60	\$ 385.60
20Z with usb and	Extron		Cable Cubby	1	ea	\$ 464.00	\$ 464.00	\$ 336.00	\$ 800.00
Command Staff Training Room									
Demo	TFE		2 projectors	1	ea	\$ -	\$ -	\$ 108.80	\$ 108.80
86UM3c-b	LG		86" commercial displays (LG 86" 4k full commercial)	2	ea	\$ 4,188.00	\$ 8,376.00	\$ 217.60	\$ 8,593.60
XTM1	chief		Tilting wall mount	2	ea	\$ 241.00	\$ 482.00	\$ 217.60	\$ 699.60
TPMC-4SM-B-S	Crestron		4.3" touchpanel w/ tt	1	ea	\$ 765.00	\$ 765.00	\$ 108.80	\$ 873.80
CP3	Crestron		series 3 processor	1	ea	\$ 1,059.00	\$ 1,059.00	\$ 921.60	\$ 1,980.60
IN1604	Extron		video switcher	1	ea	\$ 1,405.00	\$ 1,405.00	\$ 54.40	\$ 1,459.40
London Blue 50	BSS		4x4 dsp processor	1	ea	\$ 839.00	\$ 839.00	\$ 224.00	\$ 1,063.00
CDI1000	Crown		2x500 amp	1	ea	\$ 839.00	\$ 839.00	\$ 54.40	\$ 893.40
Custom	TFE		rack input	1	ea	\$ 77.00	\$ 77.00	\$ 54.40	\$ 131.40
20Z with usb and	Extron		Cable Cubby	1	ea	\$ 464.00	\$ 464.00	\$ 336.00	\$ 800.00
Custom	TFE		wall plate	3	ea	\$ 130.00	\$ 390.00	\$ 163.20	\$ 553.20
ofr	Middle Atlantic		under floor track from wall to table	3	ea	\$ 471.00	\$ 1,413.00	\$ 489.60	\$ 1,902.60
HDMI DA2	Extron		1 in 2 out DA	1	ea	\$ 383.00	\$ 383.00	\$ 54.40	\$ 437.40
Patrol Briefing Room									
86UM3c-b	LG		86" commercial displays (LG 86" 4k full commercial)	2	ea	\$ 4,188.00	\$ 8,376.00	\$ 217.60	\$ 8,593.60
XTM1	chief		Tilting wall mount	2	ea	\$ 241.00	\$ 482.00	\$ 217.60	\$ 699.60
TPMC-4SM-B-S	Crestron		4.3" touchpanel w/ tt	1	ea	\$ 765.00	\$ 765.00	\$ 108.80	\$ 873.80
CP3	Crestron		series 3 processor	1	ea	\$ 1,059.00	\$ 1,059.00	\$ 921.60	\$ 1,980.60
1604 HDMI	Extron		video switcher	1	ea	\$ 1,405.00	\$ 1,405.00	\$ 54.40	\$ 1,459.40
London Blue 50	BSS		4x4 dsp processor	1	ea	\$ 839.00	\$ 839.00	\$ 336.00	\$ 1,175.00
CDI1000	Crown		2x500 amp	1	ea	\$ 839.00	\$ 839.00	\$ 54.40	\$ 893.40
Custom	TFE		rack input	1	ea	\$ 77.00	\$ 77.00	\$ 54.40	\$ 131.40
Custom	TFE		wall input	1	ea	\$ 130.00	\$ 130.00	\$ 54.40	\$ 184.40
HDMI DA2	Extron		1 in 2 out DA	1	ea	\$ 383.00	\$ 383.00	\$ 54.40	\$ 437.40
Small EOC Conference Room									
Demo	TFE		Front projector	1	ea	\$ -	\$ -	\$ 108.80	\$ 108.80
86UM3c-b	LG		86" commercial displays (LG 86" 4k full commercial)	1	ea	\$ 4,188.00	\$ 4,188.00	\$ 108.80	\$ 4,296.80
XTM1	chief		Tilting wall mount	1	ea	\$ 241.00	\$ 241.00	\$ 108.80	\$ 349.80

Exhibit "A"

TPMC-43M-B-S	Crestron	4.3" touchpanel w/ tt	1 ea	\$	765.00	\$	765.00	\$	108.80	\$	873.80
CP3	Crestron	series 3 processor	1 ea	\$	1,059.00	\$	1,059.00	\$	921.60	\$	1,980.60
1604 HDMI	Extron	video switcher	1 ea	\$	1,405.00	\$	1,405.00	\$	54.40	\$	1,459.40
London Blue 50	BSS	4x4 dsp processor	1 ea	\$	839.00	\$	839.00	\$	336.00	\$	1,175.00
CDI1000	Crown	2x500 amp	1 ea	\$	839.00	\$	839.00	\$	54.40	\$	893.40
Custom	TFE	rack input	1 ea	\$	77.00	\$	77.00	\$	54.40	\$	131.40
202 with usb and	Extron	Cable Cubby	1 ea	\$	464.00	\$	464.00	\$	336.00	\$	800.00
Custom	TFE	wall plate	1 ea	\$	130.00	\$	130.00	\$	54.40	\$	184.40
CID Conference Room											
86UM3c-b	LG	86" commercial displays (LG 86" 4k full commercial)	1 ea	\$	4,188.00	\$	4,188.00	\$	108.80	\$	4,296.80
XTM1	chief	Tilting wall mount	1 ea	\$	241.00	\$	241.00	\$	108.80	\$	349.80
TPMC-43M-B-S	Crestron	4.3" touchpanel w/ tt	1 ea	\$	1,059.00	\$	1,059.00	\$	54.40	\$	1,113.40
CP3	Crestron	series 3 processor	1 ea	\$	1,405.00	\$	1,405.00	\$	921.60	\$	2,326.60
1604 HDMI	Extron	video switcher	1 ea	\$	1,405.00	\$	1,405.00	\$	54.40	\$	1,459.40
London Blue 50	BSS	4x4 dsp processor	1 ea	\$	839.00	\$	839.00	\$	336.00	\$	1,175.00
CDI1000	Crown	2x500 amp	1 ea	\$	839.00	\$	839.00	\$	54.40	\$	893.40
Custom	TFE	rack input	1 ea	\$	77.00	\$	77.00	\$	54.40	\$	131.40
202 with usb and	Extron	Cable Cubby	1 ea	\$	464.00	\$	464.00	\$	336.00	\$	800.00
user	TFE	install cables	16 ea	\$	52.00	\$	832.00	\$	870.40	\$	1,702.40
user	TFE	User cables	10 ea	\$	22.00	\$	220.00	\$	108.80	\$	328.80
as needed	Middle atlantic	misc blanks, shells, hardware	1 ea	\$	170.00	\$	170.00	\$	108.80	\$	278.80
Wire and Cable											
Part #	Manufacturer	Description	Quantity	Unit	Price / Roll	Extended Price	Labor & Installation		Line Item Total		
CABLE_MGMNT	Crestron	8G cable	1,000	ft	\$ 690.00	\$ 690.00	\$	544.00	\$	1,234.00	
	TFE	Cable Management - Continuity Testing	10	\$	13.00	\$ 130.00	\$	544.00	\$	674.00	
General and Administrative Expenses											
	TFE	Training	2	hrs	\$ 120.00	\$ 240.00			\$	240.00	
	TFE	Miscellaneous Installation Costs	1		\$ 2,351.00	\$ 2,351.00			\$	2,351.00	
	TFE	CAD Drawings, Submittals, User Manuals	1		\$ 500.00	\$ 500.00			\$	500.00	
	TFE	Protect Management	1		\$ 325.00	\$ 325.00			\$	325.00	
	TFE	Freight	1		\$ 2,351.00	\$ 2,351.00			\$	2,351.00	
Labor & Installation Totals										\$	20,579.80
Material Totals										\$	91,788.00
Total Price										\$	112,367.80

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.

Technology for Education, LLC.
Hewitt, TX United States

Certificate Number:
2018-408328

Date Filed:
09/26/2018

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.

AUDIO-VIDEO EQUIPMENT UPGRADE
AUDIO-VIDEO EQUIPMENT UPGRADE AT CITY OF ROUND ROCK POLICE DEPARTMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Teri	Hewitt, TX United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Tammy Russo, and my date of birth is 06.19.1982.

My address is 658 Alliance Parkway, Hewitt, TX, 76643, USA.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 26th day of September 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Contract with DeNucci Constructors, LLC for the Brushy Creek Trail Veterans Park to Rabb Park Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$1,929,348.00

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Bid Tab - Group 1, Bid Tab - Group 2, Letter of Recommendation, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2018-6061

This project includes approximately one mile of a 10' wide concrete trail starting at Georgetown St. and connecting to the existing trail near A.W. Grimes Blvd. This portion of the trail will include a pedestrian underpass at Lance Ln. near the Creek Apartments and a pedestrian bridge over the drainage ditch feeding Brushy Creek.

Bids for the construction of this project were opened on October 9th with a total of eight (8) bids received. DeNucci Constructors was the low bidder. After checking references, DeNucci Constructors was highly recommended for projects of this size and scope.

Cost: \$1,929,348.00

Source of Funds: 2014 General Obligation Bonds

RESOLUTION NO. R-2018-6061

WHEREAS, the City of Round Rock has duly advertised for bids for the Brushy Creek Trail Veterans Park to Rabb Park Project; and

WHEREAS, DeNucci Constructors, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of DeNucci Constructors, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with DeNucci Constructors, LLC for the Brushy Creek Trail Veterans Park to Rabb Park Project.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Project: Brushey Creek Trail - Veterans to Rabb Park
Owner: City of Round Rock
Job Number: 010-016
Bid Date: 9-Oct-18
Project Location: Round Rock, Williamson County, Texas

GROUP - 1



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DiMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM REG. #F-10308

BID TAB				DeNUCCI CONSTRUCTORS, LLC		G CREEK CONSTRUCTION, INC		SMITH CONSTRUCTION CO., INC.		PATIN CONSTRUCTION, LLC		AUSTIN FILTER SYSTEMS, INC.	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged
				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Total Mobilization Payment, complete in place,	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 75,000.00	\$ 75,000.00	\$ 100,000.00	\$ 100,000.00	\$ 118,000.00	\$ 118,000.00	\$ 125,000.00	\$ 125,000.00
2	Unclassified Street Excavation, Plan Quantity, complete in place, (Reference Technical Specifications, ITEM 6 – "City of Round Rock Standard Specifications Modifications")	5,536	CY	\$ 16.00	\$ 88,576.00	\$ 18.00	\$ 99,648.00	\$ 25.00	\$ 138,400.00	\$ 22.00	\$ 121,792.00	\$ 30.00	\$ 166,080.00
3	Embankment, Plan Quantity, complete in place, (Reference Technical Specifications, ITEM 6 – "City of Round Rock Standard Specifications Modifications")	1,637	CY	\$ 10.00	\$ 16,370.00	\$ 24.00	\$ 39,288.00	\$ 20.00	\$ 32,740.00	\$ 5.00	\$ 8,185.00	\$ 9.00	\$ 14,733.00
4	Stabilized Construction Entrance, complete in place,	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
5	Silt Fence for Erosion Control, complete in place,	6,052	LF	\$ 3.00	\$ 18,156.00	\$ 4.00	\$ 24,208.00	\$ 1.95	\$ 11,801.40	\$ 2.50	\$ 15,130.00	\$ 2.50	\$ 15,130.00
6	Rock Berm, complete in place,	72	LF	\$ 35.00	\$ 2,520.00	\$ 48.00	\$ 3,456.00	\$ 24.00	\$ 1,728.00	\$ 25.00	\$ 1,800.00	\$ 44.00	\$ 3,168.00
7	Tree Protection, Type A Chain Link, complete in place,	2,579	LF	\$ 6.00	\$ 15,474.00	\$ 7.00	\$ 18,053.00	\$ 3.05	\$ 7,865.95	\$ 3.50	\$ 9,026.50	\$ 3.50	\$ 9,026.50
8	Inlet Protection, complete in place,	4	EA	\$ 85.00	\$ 340.00	\$ 250.00	\$ 1,000.00	\$ 80.00	\$ 320.00	\$ 75.00	\$ 300.00	\$ 100.00	\$ 400.00
9	Erosion Blanket, Curlex II, or approved equal, complete in place, ,	7,355	SY	\$ 6.00	\$ 44,130.00	\$ 1.50	\$ 11,032.50	\$ 1.55	\$ 11,400.25	\$ 2.50	\$ 18,387.50	\$ 1.00	\$ 7,355.00
10	Turf Reinforcement Mat (TRM), Land Lok 300, or Approved Equal, Complete in place,	294	SY	\$ 10.00	\$ 2,940.00	\$ 5.00	\$ 1,470.00	\$ 19.00	\$ 5,586.00	\$ 10.00	\$ 2,940.00	\$ 21.00	\$ 6,174.00
11	Non-Native Seeding for Erosion Control, Complete in place,	1	LS	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00
12	Flexible Base, including subgrade preparation, complete in place,	845	CY	\$ 65.00	\$ 54,925.00	\$ 48.00	\$ 40,560.00	\$ 50.00	\$ 42,250.00	\$ 50.00	\$ 42,250.00	\$ 87.00	\$ 73,515.00
13	Hot Mix Asphaltic Concrete Pavement, (1-1/2" Thick, Type C), Complete in place,	426	SY	\$ 18.00	\$ 7,668.00	\$ 22.00	\$ 9,372.00	\$ 35.00	\$ 14,910.00	\$ 58.00	\$ 24,708.00	\$ 24.00	\$ 10,224.00

BID TAB				DeNUCCI CONSTRUCTORS, LLC		G CREEK CONSTRUCTION, INC		SMITH CONSTRUCTION CO., INC.		PATIN CONSTRUCTION, LLC		AUSTIN FILTER SYSTEMS, INC.	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged
				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
14	Metal Beam Guard Fence, including posts and all appurtenances, Complete in place,	300	LF	\$ 105.00	\$ 31,500.00	\$ 120.00	\$ 36,000.00	\$ 28.00	\$ 8,400.00	\$ 25.00	\$ 7,500.00	\$ 24.00	\$ 7,200.00
15	Pedestrian Truss Bridge (75'), Including the Coordination of Shipping, Delivery, Acceptance, and Installation of the Pedestrian Bridge, including all Appurtenances, Complete in place,	1	EA	\$ 145,000.00	\$ 145,000.00	\$ 144,000.00	\$ 144,000.00	\$ 150,000.00	\$ 150,000.00	\$ 180,000.00	\$ 180,000.00	\$ 117,000.00	\$ 117,000.00
16	10' x 10' Concrete Box Culvert, including excavation, bedding, backfill, subgrade prep, and all appurtenances, complete in place,	72	LF	\$ 800.00	\$ 57,600.00	\$ 1,800.00	\$ 129,600.00	\$ 1,100.00	\$ 79,200.00	\$ 900.00	\$ 64,800.00	\$ 2,170.00	\$ 156,240.00
17	Parallel Wing Wall for Box Culvert (Type PW-2), complete in place,	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 5,000.00	\$ 10,000.00	\$ 25,000.00	\$ 50,000.00	\$ 15,000.00	\$ 30,000.00	\$ 21,000.00	\$ 42,000.00
18	P.C. Concrete Ribbon Curb, including all appurtenance, Complete in place,	180	LF	\$ 22.00	\$ 3,960.00	\$ 24.00	\$ 4,320.00	\$ 20.00	\$ 3,600.00	\$ 11.00	\$ 1,980.00	\$ 40.00	\$ 7,200.00
19	P.C. Concrete Trail, (5" thick), complete in place,	60,747	SF	\$ 6.00	\$ 364,482.00	\$ 8.25	\$ 501,162.75	\$ 5.75	\$ 349,295.25	\$ 5.00	\$ 303,735.00	\$ 6.70	\$ 407,004.90
20	P.C. Concrete Sidewalk, (4" Thick), complete in place,	567	SF	\$ 10.00	\$ 5,670.00	\$ 8.00	\$ 4,536.00	\$ 5.00	\$ 2,835.00	\$ 5.00	\$ 2,835.00	\$ 9.20	\$ 5,216.40
21	Gabion Mattress, including subgrade preparation, fabric, and all appurtenances, complete in place,	300	CY	\$ 90.00	\$ 27,000.00	\$ 200.00	\$ 60,000.00	\$ 200.00	\$ 60,000.00	\$ 150.00	\$ 45,000.00	\$ 200.00	\$ 60,000.00
22	P.C. Concrete SET (3:1), Single 12" RCP, complete in place,	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,412.00	\$ 4,824.00
23	P.C. Concrete SET (3:1), Double 18" RCP, complete in place,	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00	\$ 4,000.00	\$ 12,000.00	\$ 2,386.00	\$ 7,158.00
24	P.C. Concrete SET (3:1), Single 24" RCP, complete in place,	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,100.00	\$ 4,200.00	\$ 5,000.00	\$ 10,000.00	\$ 2,433.00	\$ 4,866.00
25	Pipe, 8" DI CL 350, including excavation, backfill, and all appurtenances, complete in place,	126	LF	\$ 125.00	\$ 15,750.00	\$ 120.00	\$ 15,120.00	\$ 150.00	\$ 18,900.00	\$ 100.00	\$ 12,600.00	\$ 402.00	\$ 50,652.00
26	Valve, 8" G.V., including Valve Box and all appurtenances, complete in place,	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 3,000.00	\$ 6,000.00	\$ 1,900.00	\$ 3,800.00	\$ 5,000.00	\$ 10,000.00	\$ 3,600.00	\$ 7,200.00
27	Pipe, 12" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	142	LF	\$ 85.00	\$ 12,070.00	\$ 84.00	\$ 11,928.00	\$ 68.00	\$ 9,656.00	\$ 60.00	\$ 8,520.00	\$ 87.00	\$ 12,354.00

BID TAB				DeNUCCI CONSTRUCTORS, LLC		G CREEK CONSTRUCTION, INC		SMITH CONSTRUCTION CO., INC.		PATIN CONSTRUCTION, LLC		AUSTIN FILTER SYSTEMS, INC.	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged
				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
28	Pipe, 18" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	138	LF	\$ 100.00	\$ 13,800.00	\$ 96.00	\$ 13,248.00	\$ 72.00	\$ 9,936.00	\$ 70.00	\$ 9,660.00	\$ 127.00	\$ 17,526.00
29	Pipe, 24" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	153	LF	\$ 125.00	\$ 19,125.00	\$ 108.00	\$ 16,524.00	\$ 78.00	\$ 11,934.00	\$ 80.00	\$ 12,240.00	\$ 157.00	\$ 24,021.00
30	Pipe, 24" RCP CL V, including excavation, backfill, and all appurtenances, complete in place,	53	LF	\$ 145.00	\$ 7,685.00	\$ 108.00	\$ 5,724.00	\$ 100.00	\$ 5,300.00	\$ 100.00	\$ 5,300.00	\$ 119.00	\$ 6,307.00
31	Sleeve, CONDT (4" PVC) SCHD 40, complete in place,	462	LF	\$ 30.00	\$ 13,860.00	\$ 10.00	\$ 4,620.00	\$ 12.00	\$ 5,544.00	\$ 7.00	\$ 3,234.00	\$ 16.00	\$ 7,392.00
32	Dry Riprap, Rock (d50 = 15" dia.) complete in place,	84	CY	\$ 85.00	\$ 7,140.00	\$ 144.00	\$ 12,096.00	\$ 95.00	\$ 7,980.00	\$ 150.00	\$ 12,600.00	\$ 162.00	\$ 13,608.00
33	Dry Riprap, Rock (d50 = 18" dia.) complete in place,	31	CY	\$ 120.00	\$ 3,720.00	\$ 156.00	\$ 4,836.00	\$ 115.00	\$ 3,565.00	\$ 175.00	\$ 5,425.00	\$ 162.00	\$ 5,022.00
34	3' x 3' grate inlet, complete in place,	2	EA	\$ 4,800.00	\$ 9,600.00	\$ 2,700.00	\$ 5,400.00	\$ 2,100.00	\$ 4,200.00	\$ 4,000.00	\$ 8,000.00	\$ 2,861.00	\$ 5,722.00
35	4' x 4' grate inlet, complete in place,	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 3,600.00	\$ 3,600.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 3,783.00	\$ 3,783.00
36	Mortared Rock Retaining Wall, complete in place,	47	SF	\$ 165.00	\$ 7,755.00	\$ 120.00	\$ 5,640.00	\$ 60.00	\$ 2,820.00	\$ 35.00	\$ 1,645.00	\$ 65.00	\$ 3,055.00
37	Pedestrian Guard Rail including metal rails, concrete post base, and all appurtenances, complete in place,	538	LF	\$ 105.00	\$ 56,490.00	\$ 120.00	\$ 64,560.00	\$ 100.00	\$ 53,800.00	\$ 113.00	\$ 60,794.00	\$ 92.00	\$ 49,496.00
38	Black Vinyl Chain Link Fence, including post base and all appurtenances, complete in place,	635	LF	\$ 44.00	\$ 27,940.00	\$ 54.00	\$ 34,290.00	\$ 29.00	\$ 18,415.00	\$ 32.00	\$ 20,320.00	\$ 50.00	\$ 31,750.00
39	Barbed Wire Fence, TxDot 5 Strand including post, wire, base and all appurtenances, complete in place,	323	LF	\$ 35.00	\$ 11,305.00	\$ 14.00	\$ 4,522.00	\$ 12.00	\$ 3,876.00	\$ 12.00	\$ 3,876.00	\$ 24.00	\$ 7,752.00
40	Flagstone Pavement (Smooth Cut), complete in place,	5,127	SF	\$ 22.00	\$ 112,794.00	\$ 15.00	\$ 76,905.00	\$ 18.00	\$ 92,286.00	\$ 20.00	\$ 102,540.00	\$ 55.00	\$ 281,985.00
41	Bench, complete in place,	5	EA	\$ 4,000.00	\$ 20,000.00	\$ 960.00	\$ 4,800.00	\$ 1,300.00	\$ 6,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,000.00	\$ 10,000.00
42	Bench Pad, complete in place,	5	EA	\$ 1,200.00	\$ 6,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 5,000.00	\$ 420.00	\$ 2,100.00	\$ 2,000.00	\$ 10,000.00
43	Dog Waste Station, complete in place,	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 500.00	\$ 3,000.00	\$ 650.00	\$ 3,900.00	\$ 1,050.00	\$ 6,300.00	\$ 460.00	\$ 2,760.00
44	Trail Distance/ Location Marker, complete in place,	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 240.00	\$ 1,200.00	\$ 800.00	\$ 4,000.00	\$ 510.00	\$ 2,550.00	\$ 460.00	\$ 2,300.00

BID TAB				DeNUCCI CONSTRUCTORS, LLC		G CREEK CONSTRUCTION, INC		SMITH CONSTRUCTION CO., INC.		PATIN CONSTRUCTION, LLC		AUSTIN FILTER SYSTEMS, INC.	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged
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				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
45	No Dig Signs, complete in place,	2	EA	\$ 400.00	\$ 800.00	\$ 240.00	\$ 480.00	\$ 400.00	\$ 800.00	\$ 510.00	\$ 1,020.00	\$ 460.00	\$ 920.00
46	Eco Counter, complete in place,	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,610.00	\$ 5,610.00
47	Electric Service, Provide Unistrut with meter, 100 amp Panel, 120V, & all appurtenances, complete in place,	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 24,000.00	\$ 48,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,300.00	\$ 10,600.00
48	2' (Wall Height) complete in place,	96	LF	\$ 120.00	\$ 11,520.00	\$ 150.00	\$ 14,400.00	\$ 308.00	\$ 29,568.00	\$ 200.00	\$ 19,200.00	\$ 192.00	\$ 18,432.00
49	4' (Wall Height) complete in place,	360	LF	\$ 135.00	\$ 48,600.00	\$ 186.00	\$ 66,960.00	\$ 310.00	\$ 111,600.00	\$ 400.00	\$ 144,000.00	\$ 281.00	\$ 101,160.00
50	6' (Wall Height) complete in place,	474	LF	\$ 180.00	\$ 85,320.00	\$ 252.00	\$ 119,448.00	\$ 315.00	\$ 149,310.00	\$ 580.00	\$ 274,920.00	\$ 400.00	\$ 189,600.00
51	8' (Wall Height) complete in place,	206	LF	\$ 260.00	\$ 53,560.00	\$ 318.00	\$ 65,508.00	\$ 325.00	\$ 66,950.00	\$ 800.00	\$ 164,800.00	\$ 500.00	\$ 103,000.00
52	10' (Wall Height) complete in place,	84	LF	\$ 350.00	\$ 29,400.00	\$ 378.00	\$ 31,752.00	\$ 350.00	\$ 29,400.00	\$ 900.00	\$ 75,600.00	\$ 507.00	\$ 42,588.00
53	12' (Wall Height) complete in place,	24	LF	\$ 480.00	\$ 11,520.00	\$ 480.00	\$ 11,520.00	\$ 850.00	\$ 20,400.00	\$ 1,100.00	\$ 26,400.00	\$ 783.00	\$ 18,792.00
54	14' (Wall Height) complete in place,	56	LF	\$ 560.00	\$ 31,360.00	\$ 600.00	\$ 33,600.00	\$ 1,700.00	\$ 95,200.00	\$ 1,300.00	\$ 72,800.00	\$ 825.00	\$ 46,200.00
55	16' (Wall Height) complete in place,	50	LF	\$ 640.00	\$ 32,000.00	\$ 660.00	\$ 33,000.00	\$ 2,000.00	\$ 100,000.00	\$ 1,500.00	\$ 75,000.00	\$ 935.00	\$ 46,750.00
56	4'x 4' Block Wall Section for Single 24" Drain Pipe, including all appurtenances, complete in place,	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00
57	4'x 8' Block Wall Section for Double 18" Drain Pipe, including all appurtenances, complete in place,	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00
58	Concrete Bridge Abutment including all appurtenances, complete in place,	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 25,000.00	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00	\$ 15,000.00	\$ 30,000.00	\$ 7,600.00	\$ 15,200.00
59	Piers, 24" Diameter, including all appurtenances, complete in place,	70	VF	\$ 165.00	\$ 11,550.00	\$ 240.00	\$ 16,800.00	\$ 300.00	\$ 21,000.00	\$ 350.00	\$ 24,500.00	\$ 157.00	\$ 10,990.00
60	Pavement Treatment, heavy salt finish, including all appurtenances, complete in place,	330	SF	\$ 12.00	\$ 3,960.00	\$ 10.00	\$ 3,300.00	\$ 11.00	\$ 3,630.00	\$ 3.50	\$ 1,155.00	\$ 17.00	\$ 5,610.00
61	Pavement Treatment, dark stain "cor-ten" Salt/Broom finish, complete in place,	1,342	SF	\$ 18.00	\$ 24,156.00	\$ 15.00	\$ 20,130.00	\$ 10.00	\$ 13,420.00	\$ 2.50	\$ 3,355.00	\$ 17.00	\$ 22,814.00

BID TAB				DeNUCCI CONSTRUCTORS, LLC		G CREEK CONSTRUCTION, INC		SMITH CONSTRUCTION CO., INC.		PATIN CONSTRUCTION, LLC		AUSTIN FILTER SYSTEMS, INC.	
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				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
62	North Wing Wall with Column, at Georgetown street, complete in place,	1	SF	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00
63	South Wing Wall with Column, at Georgetown street, complete in place,	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00
64	Trail Head Signage stand-alone, at Georgetown street, complete in place,	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,600.00	\$ 2,600.00	\$ 6,500.00	\$ 6,500.00
65	Call Box & Electrical Connection, complete in place,	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 15,600.00	\$ 15,600.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00
66	Trail Head Signage with Wing at A.W. Grimes, complete in place,	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 4,000.00	\$ 4,000.00	\$ 21,000.00	\$ 21,000.00	\$ 8,700.00	\$ 8,700.00	\$ 12,000.00	\$ 12,000.00
67	Landscape Shrubs 3 GAL including planting, and staking, complete in place,	155	EA	\$ 65.00	\$ 10,075.00	\$ 36.00	\$ 5,580.00	\$ 32.00	\$ 4,960.00	\$ 30.00	\$ 4,650.00	\$ 46.00	\$ 7,130.00
68	Landscape Groundcovers 1 GAL, including planting, complete in place,	95	EA	\$ 45.00	\$ 4,275.00	\$ 30.00	\$ 2,850.00	\$ 9.00	\$ 855.00	\$ 11.00	\$ 1,045.00	\$ 20.00	\$ 1,900.00
69	12" Depth Soil mix in Landscape Beds complete in place,	21	CY	\$ 85.00	\$ 1,785.00	\$ 80.00	\$ 1,680.00	\$ 30.00	\$ 630.00	\$ 70.00	\$ 1,470.00	\$ 53.00	\$ 1,113.00
70	Geotextile fabric, complete in place,	563	SF	\$ 12.00	\$ 6,756.00	\$ 3.00	\$ 1,689.00	\$ 0.40	\$ 225.20	\$ 1.00	\$ 563.00	\$ 1.00	\$ 563.00
71	1/4" Steel Edging, complete in place,	126	LF	\$ 16.00	\$ 2,016.00	\$ 16.00	\$ 2,016.00	\$ 6.00	\$ 756.00	\$ 4.00	\$ 504.00	\$ 9.00	\$ 1,134.00
72	New Site Irrigation System including all trenching, conduit, backfill, wiring, fittings, boxes, fixtures, controller, meters and appurtenances, complete in place,	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 48,000.00	\$ 48,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 31,000.00	\$ 31,000.00
73	Place 3" Depth Hardwood Mulch, (Material is provided by Owner On-Site.) complete in place,	5.2	CY	\$ 125.00	\$ 650.00	\$ 25.00	\$ 130.00	\$ 100.00	\$ 520.00	\$ 42.00	\$ 218.40	\$ 26.00	\$ 135.20
74	Civil – Sheet C-40 - 2' (Wall Height) Quarry Cut 4' x 2' x 2' Limestone Block Retaining Wall, Including Backfill, 12" Concrete footer, 6" limestone base, wall drainage rock, with weeps And all appurtenances, complete in place,	40	LF	\$ 160.00	\$ 6,400.00	\$ 72.00	\$ 2,880.00	\$ 350.00	\$ 14,000.00	\$ 250.00	\$ 10,000.00	\$ 180.00	\$ 7,200.00
75	Civil – Sheet C-40 - 4' (Wall Height) Quarry Cut 4' x 2' x 2' Limestone Block Retaining Wall, Including Backfill, 12" Concrete footer, 6" limestone base, wall drainage rock, with weeps And all appurtenances, complete in place,	80	LF	\$ 200.00	\$ 16,000.00	\$ 144.00	\$ 11,520.00	\$ 350.00	\$ 28,000.00	\$ 450.00	\$ 36,000.00	\$ 355.00	\$ 28,400.00

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				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	Received
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
	Total Base Bid Amount (Base Bid Items 1 thru 76)			\$ 1,929,348.00		\$ 2,213,362.25		\$ 2,247,268.05		\$ 2,378,973.40		\$ 2,581,241.00	
	Materials :			\$ 787,500.00		\$ 885,344.90		\$ 1,348,360.83		\$ 1,388,174.37		\$ 495,305.00	
	All Other Charges :			\$ 1,141,848.00		\$ 1,328,017.35		\$ 898,907.22		\$ 990,799.03		\$ 2,085,936.00	

ALTERNATE BID ITEM, ADDITIVE & DEDUCTIVE QUANTITIES													
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
A-1	Add/Deduct for Piers over/under bid length noted in plans, 24" Diameter, including all appurtenances, complete in place,	1	VF	\$ 165.00	\$ 165.00	\$ 40.00	\$ 40.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 127.00	\$ 127.00

IDENTIFY MATHMATICAL ERRORS IN BID

Project: Brushey Creek Trail - Veterans to Rabb Park
Owner: City of Round Rock
Job Number: 010-016
Bid Date: 9-Oct-18
Project Location: Round Rock, Williamson County, Texas

GROUP - 2



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3000 JOE DIMAGGIO BLVD. #72
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM REG. #F-10308

BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	-
				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	-
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	-
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Total Mobilization Payment, complete in place,	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 94,447.00	\$ 94,447.00	\$ 135,000.00	\$ 135,000.00	\$ 50,000.00	\$ 50,000.00
2	Unclassified Street Excavation, Plan Quantity, complete in place, (Reference Technical Specifications, ITEM 6 – “City of Round Rock Standard Specifications Modifications”)	5,536	CY	\$ 28.00	\$ 155,008.00	\$ 24.19	\$ 133,915.84	\$ 45.00	\$ 249,120.00	\$ 16.00	\$ 88,576.00
3	Embankment, Plan Quantity, complete in place, (Reference Technical Specifications, ITEM 6 – “City of Round Rock Standard Specifications Modifications”)	1,637	CY	\$ 30.00	\$ 49,110.00	\$ 14.37	\$ 23,523.69	\$ 40.00	\$ 65,480.00	\$ 24.00	\$ 39,288.00
4	Stabilized Construction Entrance, complete in place,	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,321.58	\$ 2,643.16	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00
5	Silt Fence for Erosion Control, complete in place,	6,052	LF	\$ 3.00	\$ 18,156.00	\$ 2.01	\$ 12,164.52	\$ 3.00	\$ 18,156.00	\$ 2.25	\$ 13,617.00
6	Rock Berm, complete in place,	72	LF	\$ 45.00	\$ 3,240.00	\$ 37.92	\$ 2,730.24	\$ 25.00	\$ 1,800.00	\$ 25.00	\$ 1,800.00
7	Tree Protection, Type A Chain Link, complete in place,	2,579	LF	\$ 3.00	\$ 7,737.00	\$ 3.05	\$ 7,865.95	\$ 4.00	\$ 10,316.00	\$ 2.30	\$ 5,931.70
8	Inlet Protection, complete in place,	4	EA	\$ 400.00	\$ 1,600.00	\$ 86.19	\$ 344.76	\$ 100.00	\$ 400.00	\$ 150.00	\$ 600.00
9	Erosion Blanket, Curlex II, or approved equal, complete in place, ,	7,355	SY	\$ 1.40	\$ 10,297.00	\$ 4.88	\$ 35,892.40	\$ 2.00	\$ 14,710.00	\$ 2.00	\$ 14,710.00
10	Turf Reinforcement Mat (TRM), Land Lok 300, or Appoved Equal, Complete in place,	294	SY	\$ 5.00	\$ 1,470.00	\$ 8.62	\$ 2,534.28	\$ 7.50	\$ 2,205.00	\$ 21.00	\$ 6,174.00
11	Non-Native Seeding for Erosion Control, Complete in place,	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 11,082.83	\$ 11,082.83	\$ 51,000.00	\$ 51,000.00	\$ 26,000.00	\$ 26,000.00
12	Flexible Base, including subgrade preparation, complete in place,	845	CY	\$ 31.00	\$ 26,195.00	\$ 102.81	\$ 86,874.45	\$ 100.00	\$ 84,500.00	\$ 45.00	\$ 38,025.00
13	Hot Mix Asphaltic Concrete Pavement, (1-1/2" Thick, Type C), Complete in place,	426	SY	\$ 80.00	\$ 34,080.00	\$ 39.93	\$ 17,010.18	\$ 28.00	\$ 11,928.00	\$ 22.00	\$ 9,372.00

BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	-
				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	-
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	-
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
14	Metal Beam Guard Fence, including posts and all appurtenances, Complete in place,	300	LF	\$ 75.00	\$ 22,500.00	\$ 28.73	\$ 8,619.00	\$ 50.00	\$ 15,000.00	\$ 65.00	\$ 19,500.00
15	Pedestrian Truss Bridge (75'), Including the Coordination of Shipping, Delivery, Acceptance, and Installation of the Pedestrian Bridge, including all Appurtenances, Complete in place,	1	EA	\$ 130,000.00	\$ 130,000.00	\$ 137,858.03	\$ 137,858.03	\$ 121,380.00	\$ 121,380.00	\$ 100,000.00	\$ 100,000.00
16	10' x 10' Concrete Box Culvert, including excavation, bedding, backfill, subgrade prep, and all appurtenances, complete in place,	72	LF	\$ 950.00	\$ 68,400.00	\$ 3,694.79	\$ 266,024.88	\$ 4,900.00	\$ 352,800.00	\$ 900.00	\$ 64,800.00
17	Parallel Wing Wall for Box Culvert (Type PW-2), complete in place,	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 26,123.06	\$ 52,246.12	\$ 40,000.00	\$ 80,000.00	\$ 15,000.00	\$ 30,000.00
18	P.C. Concrete Ribbon Curb, including all appurtenance, Complete in place,	180	LF	\$ 25.00	\$ 4,500.00	\$ 7.89	\$ 1,420.20	\$ 22.00	\$ 3,960.00	\$ 14.00	\$ 2,520.00
19	P.C. Concrete Trail, (5" thick), complete in place,	60,747	SF	\$ 11.00	\$ 668,217.00	\$ 6.68	\$ 405,789.96	\$ 5.50	\$ 334,108.50	\$ 5.25	\$ 318,921.75
20	P.C. Concrete Sidewalk, (4" Thick), complete in place,	567	SF	\$ 8.00	\$ 4,536.00	\$ 8.42	\$ 4,774.14	\$ 6.50	\$ 3,685.50	\$ 4.50	\$ 2,551.50
21	Gabion Mattress, including subgrade preparation, fabric, and all appurtenances, complete in place,	300	CY	\$ 75.00	\$ 22,500.00	\$ 193.45	\$ 58,035.00	\$ 265.00	\$ 79,500.00	\$ 65.00	\$ 19,500.00
22	P.C. Concrete SET (3:1), Single 12" RCP, complete in place,	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 2,011.10	\$ 4,022.20	\$ 1,800.00	\$ 3,600.00	\$ 3,500.00	\$ 7,000.00
23	P.C. Concrete SET (3:1), Double 18" RCP, complete in place,	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 2,758.08	\$ 8,274.24	\$ 4,300.00	\$ 12,900.00	\$ 4,000.00	\$ 12,000.00
24	P.C. Concrete SET (3:1), Single 24" RCP, complete in place,	2	EA	\$ 1,800.00	\$ 3,600.00	\$ 2,815.54	\$ 5,631.08	\$ 2,600.00	\$ 5,200.00	\$ 4,000.00	\$ 8,000.00
25	Pipe, 8" DI CL 350, including excavation, backfill, and all appurtenances, complete in place,	126	LF	\$ 115.00	\$ 14,490.00	\$ 287.30	\$ 36,199.80	\$ 270.00	\$ 34,020.00	\$ 50.00	\$ 6,300.00
26	Valve, 8" G.V., including Valve Box and all appurtenances, complete in place,	2	EA	\$ 2,200.00	\$ 4,400.00	\$ 2,873.00	\$ 5,746.00	\$ 1,750.00	\$ 3,500.00	\$ 2,250.00	\$ 4,500.00
27	Pipe, 12" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	142	LF	\$ 120.00	\$ 17,040.00	\$ 57.46	\$ 8,159.32	\$ 60.00	\$ 8,520.00	\$ 45.00	\$ 6,390.00

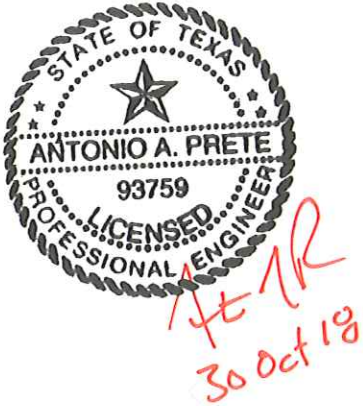
BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
				Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	Acknowledged	Addendum #1	-
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				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	-
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
28	Pipe, 18" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	138	LF	\$ 150.00	\$ 20,700.00	\$ 86.19	\$ 11,894.22	\$ 70.00	\$ 9,660.00	\$ 55.00	\$ 7,590.00
29	Pipe, 24" RCP CL III, including excavation, backfill, and all appurtenances, complete in place,	153	LF	\$ 180.00	\$ 27,540.00	\$ 114.92	\$ 17,582.76	\$ 80.00	\$ 12,240.00	\$ 70.00	\$ 10,710.00
30	Pipe, 24" RCP CL V, including excavation, backfill, and all appurtenances, complete in place,	53	LF	\$ 180.00	\$ 9,540.00	\$ 143.65	\$ 7,613.45	\$ 110.00	\$ 5,830.00	\$ 70.00	\$ 3,710.00
31	Sleeve, CONDT (4" PVC) SCHD 40, complete in place,	462	LF	\$ 12.00	\$ 5,544.00	\$ 28.73	\$ 13,273.26	\$ 25.00	\$ 11,550.00	\$ 13.00	\$ 6,006.00
32	Dry Riprap, Rock (d50 = 15" dia.) complete in place,	84	CY	\$ 300.00	\$ 25,200.00	\$ 126.41	\$ 10,618.44	\$ 260.00	\$ 21,840.00	\$ 125.00	\$ 10,500.00
33	Dry Riprap, Rock (d50 = 18" dia.) complete in place,	31	CY	\$ 300.00	\$ 9,300.00	\$ 120.67	\$ 3,740.77	\$ 280.00	\$ 8,680.00	\$ 130.00	\$ 4,030.00
34	3' x 3' grate inlet, complete in place,	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 2,873.00	\$ 5,746.00	\$ 2,500.00	\$ 5,000.00	\$ 4,500.00	\$ 9,000.00
35	4' x 4' grate inlet, complete in place,	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,022.20	\$ 4,022.20	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
36	Mortared Rock Retaining Wall, complete in place,	47	SF	\$ 25.00	\$ 1,175.00	\$ 51.71	\$ 2,430.37	\$ 40.00	\$ 1,880.00	\$ 25.00	\$ 1,175.00
37	Pedestrian Guard Rail including metal rails, concrete post base, and all appurtenances, complete in place,	538	LF	\$ 120.00	\$ 64,560.00	\$ 83.56	\$ 44,955.28	\$ 120.00	\$ 64,560.00	\$ 82.00	\$ 44,116.00
38	Black Vinyl Chain Link Fence, including post base and all appurtenances, complete in place,	635	LF	\$ 6.00	\$ 3,810.00	\$ 35.30	\$ 22,415.50	\$ 29.00	\$ 18,415.00	\$ 45.00	\$ 28,575.00
39	Barbed Wire Fence, TxDot 5 Strand including post, wire, base and all appurtenances, complete in place,	323	LF	\$ 25.00	\$ 8,075.00	\$ 7.93	\$ 2,561.39	\$ 11.00	\$ 3,553.00	\$ 25.00	\$ 8,075.00
40	Flagstone Pavement (Smooth Cut), complete in place,	5,127	SF	\$ 15.00	\$ 76,905.00	\$ 36.77	\$ 188,519.79	\$ 20.00	\$ 102,540.00	\$ 12.00	\$ 61,524.00
41	Bench, complete in place,	5	EA	\$ 1,100.00	\$ 5,500.00	\$ 976.82	\$ 4,884.10	\$ 1,250.00	\$ 6,250.00	\$ 1,300.00	\$ 6,500.00
42	Bench Pad, complete in place,	5	EA	\$ 500.00	\$ 2,500.00	\$ 367.22	\$ 1,836.10	\$ 2,000.00	\$ 10,000.00	\$ 3,500.00	\$ 17,500.00
43	Dog Waste Station, complete in place,	6	EA	\$ 600.00	\$ 3,600.00	\$ 453.93	\$ 2,723.58	\$ 1,850.00	\$ 11,100.00	\$ 1,500.00	\$ 9,000.00
44	Trail Distance/ Location Marker, complete in place,	5	EA	\$ 300.00	\$ 1,500.00	\$ 172.38	\$ 861.90	\$ 475.00	\$ 2,375.00	\$ 850.00	\$ 4,250.00

BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
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				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	-
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				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
45	No Dig Signs, complete in place,	2	EA	\$ 300.00	\$ 600.00	\$ 344.76	\$ 689.52	\$ 375.00	\$ 750.00	\$ 500.00	\$ 1,000.00
46	Eco Counter, complete in place,	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,873.00	\$ 2,873.00	\$ 5,200.00	\$ 5,200.00	\$ 2,500.00	\$ 2,500.00
47	Electric Service, Provide Unistrut with meter, 100 amp Panel, 120V, & all appurtenances, complete in place,	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 86,190.00	\$ 172,380.00	\$ 4,750.00	\$ 9,500.00	\$ 3,000.00	\$ 6,000.00
48	2' (Wall Height) complete in place,	96	LF	\$ 146.00	\$ 14,016.00	\$ 137.90	\$ 13,238.40	\$ 215.00	\$ 20,640.00	\$ 100.00	\$ 9,600.00
49	4' (Wall Height) complete in place,	360	LF	\$ 292.00	\$ 105,120.00	\$ 176.98	\$ 63,712.80	\$ 450.00	\$ 162,000.00	\$ 120.00	\$ 43,200.00
50	6' (Wall Height) complete in place,	474	LF	\$ 438.00	\$ 207,612.00	\$ 264.32	\$ 125,287.68	\$ 775.00	\$ 367,350.00	\$ 180.00	\$ 85,320.00
51	8' (Wall Height) complete in place,	206	LF	\$ 584.00	\$ 120,304.00	\$ 366.02	\$ 75,400.12	\$ 1,000.00	\$ 206,000.00	\$ 240.00	\$ 49,440.00
52	10' (Wall Height) complete in place,	84	LF	\$ 730.00	\$ 61,320.00	\$ 545.87	\$ 45,853.08	\$ 1,500.00	\$ 126,000.00	\$ 300.00	\$ 25,200.00
53	12' (Wall Height) complete in place,	24	LF	\$ 876.00	\$ 21,024.00	\$ 517.14	\$ 12,411.36	\$ 1,900.00	\$ 45,600.00	\$ 360.00	\$ 8,640.00
54	14' (Wall Height) complete in place,	56	LF	\$ 1,022.00	\$ 57,232.00	\$ 689.52	\$ 38,613.12	\$ 2,350.00	\$ 131,600.00	\$ 490.00	\$ 27,440.00
55	16' (Wall Height) complete in place,	50	LF	\$ 1,168.00	\$ 58,400.00	\$ 804.44	\$ 40,222.00	\$ 2,950.00	\$ 147,500.00	\$ 560.00	\$ 28,000.00
56	4'x 4' Block Wall Section for Single 24" Drain Pipe, including all appurtenances, complete in place,	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,195.17	\$ 1,195.17	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00
57	4'x 8' Block Wall Section for Double 18" Drain Pipe, including all appurtenances, complete in place,	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,217.76	\$ 3,217.76	\$ 2,100.00	\$ 2,100.00	\$ 800.00	\$ 800.00
58	Concrete Bridge Abutment including all appurtenances, complete in place,	2	EA	\$ 10,500.00	\$ 21,000.00	\$ 8,983.64	\$ 17,967.28	\$ 7,650.00	\$ 15,300.00	\$ 8,000.00	\$ 16,000.00
59	Piers, 24" Diameter, including all appurtenances, complete in place,	70	VF	\$ 180.00	\$ 12,600.00	\$ 5,935.62	\$ 415,493.40	\$ 345.00	\$ 24,150.00	\$ 150.00	\$ 10,500.00
60	Pavement Treatment, heavy salt finish, including all appurtenances, complete in place,	330	SF	\$ 12.00	\$ 3,960.00	\$ 12.07	\$ 3,983.10	\$ 5.00	\$ 1,650.00	\$ 3.00	\$ 990.00
61	Pavement Treatment, dark stain "cor-ten" Salt/Broom finish, complete in place,	1,342	SF	\$ 15.00	\$ 20,130.00	\$ 12.07	\$ 16,197.94	\$ 6.00	\$ 8,052.00	\$ 3.00	\$ 4,026.00

BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
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				Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	Acknowledged	Addendum #2	-
				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	-
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
62	North Wing Wall with Column, at Georgetown street, complete in place,	1	SF	\$ 4,500.00	\$ 4,500.00	\$ 4,079.66	\$ 4,079.66	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00
63	South Wing Wall with Column, at Georgetown street, complete in place,	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,079.66	\$ 4,079.66	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00
64	Trail Head Signage stand-alone, at Georgetown street, complete in place,	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,478.99	\$ 7,478.99	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00
65	Call Box & Electrical Connection, complete in place,	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 22,984.00	\$ 22,984.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00
66	Trail Head Signage with Wing at A.W. Grimes, complete in place,	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,734.90	\$ 3,734.90	\$ 13,000.00	\$ 13,000.00	\$ 5,500.00	\$ 5,500.00
67	Landscape Shrubs 3 GAL including planting, and staking, complete in place,	155	EA	\$ 45.00	\$ 6,975.00	\$ 20.69	\$ 3,206.95	\$ 33.00	\$ 5,115.00	\$ 20.00	\$ 3,100.00
68	Landscape Groundcovers 1 GAL, including planting, complete in place,	95	EA	\$ 50.00	\$ 4,750.00	\$ 13.22	\$ 1,255.90	\$ 11.00	\$ 1,045.00	\$ 10.00	\$ 950.00
69	12" Depth Soil mix in Landscape Beds complete in place,	21	CY	\$ 20.00	\$ 420.00	\$ 64.36	\$ 1,351.56	\$ 58.00	\$ 1,218.00	\$ 20.00	\$ 420.00
70	Geotextile fabric, complete in place,	563	SF	\$ 3.00	\$ 1,689.00	\$ 9.77	\$ 5,500.51	\$ 1.00	\$ 563.00	\$ 3.00	\$ 1,689.00
71	1/4" Steel Edging, complete in place,	126	LF	\$ 11.00	\$ 1,386.00	\$ 7.99	\$ 1,006.74	\$ 5.50	\$ 693.00	\$ 8.00	\$ 1,008.00
72	New Site Irrigation System including all trenching, conduit, backfill, wiring, fittings, boxes, fixtures, controller, meters and appurtenances, complete in place,	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,011.02	\$ 20,011.02	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00
73	Place 3" Depth Hardwood Mulch, (Material is provided by Owner On-Site.) complete in place,	5.2	CY	\$ 75.00	\$ 390.00	\$ 29.88	\$ 155.38	\$ 50.00	\$ 260.00	\$ 15.00	\$ 78.00
74	Civil – Sheet C-40 - 2' (Wall Height) Quarry Cut 4' x 2' x 2' Limestone Block Retaining Wall, Including Backfill, 12" Concrete footer, 6" limestone base, wall drainage rock, with weeps And all appurtenances, complete in place,	40	LF	\$ 146.00	\$ 5,840.00	\$ 137.90	\$ 5,516.00	\$ 210.00	\$ 8,400.00	\$ 100.00	\$ 4,000.00
75	Civil – Sheet C-40 - 4' (Wall Height) Quarry Cut 4' x 2' x 2' Limestone Block Retaining Wall, Including Backfill, 12" Concrete footer, 6" limestone base, wall drainage rock, with weeps And all appurtenances, complete in place,	80	LF	\$ 292.00	\$ 23,360.00	\$ 206.86	\$ 16,548.80	\$ 320.00	\$ 25,600.00	\$ 120.00	\$ 9,600.00

BID TAB				D&S CONCRETE CONTRACTORS		THE BARR COMPANY, AIA		CHASCO CONSTRUCTORS		WAELTZ & PRETE, INC. (ENGINEERS ESTIMATE)	
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				Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	Acknowledged	Addendum #3	-
				Bid Bond	Received	Bid Bond	Received	Bid Bond	Received	Bid Bond	-
				Safety Exp	Completed	Safety Exp	Completed	Safety Exp	Completed	Safety Exp	-
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
	Total Base Bid Amount (Base Bid Items 1 thru 76)				\$ 2,599,553.00		\$ 2,925,154.18		\$ 3,414,548.00	TOTAL ESTIMATE:	\$ 1,677,102.85
	Materials :				\$ 1,400,000.00		\$ 1,170,061.67		\$ 1,070,055.00		\$ 1,524,638.95
	All Other Charges :				\$ 1,199,553.00		\$ 1,755,092.51		\$ 2,344,385.00	10% CONTINGENCY:	\$ 152,463.90

ALTERNATE BID ITEM, ADDITIVE & DEDUCTIVE QUANTITIES											
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
A-1	Add/Deduct for Piers over/under bid length noted in plans, 24" Diameter, including all appurtenances, complete in place,	1	VF	\$ 180.00	\$ 180.00	\$ 114.92	\$ 114.92	\$ 345.00	\$ 345.00	\$ 70.00	\$ 70.00

IDENTIFY MATHMATICAL ERRORS IN BID



WAELTZ & PRETE, INC.
CIVIL ENGINEERS

October 16, 2018

Ms. Katie Baker
Parks and Recreation Department
City of Round Rock
221 E. Main Street
Round Rock, TX 78664

Re: BRUSHY CREEK TRAIL VETERANS TO RABB PARK

Dear Ms. Baker,

As you are aware, bids were received on October 9, 2018 for the above referenced project. A total of eight (8) bids were received.

DeNucci Constructors, LLC has completed public works projects in the central Texas area. Based upon known references, past performance, and submission of a lowest and best bid, we recommend award to DeNucci Constructors, LLC in the amount of \$1,929,348.00.

If you have any questions or comments regarding this matter, please do not hesitate to call.

Sincerely,

Antonio A. Prete, P.E.
President
Waeltz & Prete

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-420511

Date Filed:
10/30/2018

Date Acknowledged:

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

DeNucci Constructors, LLC
Austin, TX United States

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

City of Round Rock

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

Brushy Creek Trail Park Proj.
Brushy Creek Trail - Veterans to Rabb Park Project: Excavation, Grading, Concrete Construction of 10' wide Trail, & Installation of Pedestrian Bridge

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 PAUL DENUCCI, and my date of birth is 10/30/18.

My address is 8310-1 CAP. TX. HWY N. AUSTIN TX 78731 USA
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TX, on the 30th day of OCT., 20 18.
(month) (year)

Paul Duci
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Annual Services Agreement with Motorola Solutions for dispatch equipment for the Police Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Allen Banks, Police Chief

Cost: \$112,524.48

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2018-6062

The Round Rock Police Department uses the Motorola 'NICE' software package to record emergency and non-emergency phone calls received by the Communications Section. This agreement extends the existing service plan through September 30, 2019 and will be renewed annually.

Cost: \$112,524.48

Source of Funds: General Fund

RESOLUTION NO. R-2018-6062

WHEREAS, the City of Round Rock (“City”) desires to purchase maintenance and support services for the Police Department’s communication dispatch equipment; and

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

WHEREAS, Motorola Solutions, Inc. is the sole source provider of the Manufacturer’s Services, Maintenance and Software for Motorola Solutions Astro 25 Systems and the certified subsystems incorporated therein, and

WHEREAS, the City Council desires to purchase maintenance and support services for dispatch equipment from Motorola Solutions, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an annual Services Agreement with Motorola Solutions, Inc. for dispatch equipment, a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****MOTOROLA SOLUTIONS****SERVICE AGREEMENT**

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000007503

Contract Modifier:

Date: 29-MAR-2018

Company Name: Round Rock Police Dept

Attn.:

Billing Address: 221 E Main St

City, State, Zip Code: Round Rock, TX 78664

Customer Contact: Rick White

Phone: 512-218-5524

P.O.#:

Customer #: 1012664935

Bill to Tag#: 0004

Contract Start Date: 01-OCT-2018

Contract End Date: 30-SEP-2019

Payment Cycle: ANNUALLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0033A	NETWORK SECURITY MONITORING	\$49.19	\$590.28
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$733.25	\$8,799.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$104.24	\$1,250.88
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$87.34	\$1,048.08
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$132.50	\$1,590.00
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE- STANDARD	\$1,962.29	\$23,547.48
	SVC02SVC0127A	NICE GOLD PACKAGE	\$3,301.32	\$39,615.84
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$569.81	\$6,837.72
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$2,437.10	\$29,245.20
			Sub Total	\$9,377.04
			Taxes	\$0.00
			Grand Total	\$9,377.04
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS				
			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Nice Systems Inc	Paramus	NJ
SSC Network Security	Schaumburg	IL
City of Austin FSO	Austin	TX
Network Management Operations	Schaumburg	IL

T6 SUA UPGRADE OPERATIONS	Austin	TX
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

<i>Reid Russek</i>	<i>CSM</i>	<i>8/27/18</i>
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

Reid Russek	832-361-1002
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Round Rock Police Dept
Contract Number : USC000007503
Contract Modifier :
Contract Start Date : 01-OCT-2018
Contract End Date : 30-SEP-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of

twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-393087

Date Filed:
08/16/2018

Date Acknowledged:

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

Motorola Solutions
Austin, TX United States

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

Round Rock Police Dept

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.

USC000007503
Dispatch Console Support

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 Richard Reid Russell, and my date of birth is 3/27/93.

My address is 1480 Cabell's Drive, Buda, TX, 78610, .
(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 22 day of Aug, 20 18.
(month) (year)

Reid Russell

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Water Treatment Plant Expansion Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$2,427,042.01

Indexes: Regional Water Fund

Attachments: Resolution, Letter of Recommendation, Bid Tab, Final Price Proposal, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-6066

The Brushy Creek Regional Utility Authority (BCRUA) would like to expand the treatment capacity of the regional water plant from 22 million gallons per day (MGD) to 32 MGD. This expansion will provide the necessary treatment capacities for the Cities of Cedar Park, Leander, and Round Rock based on the water demand projections until 2026. Round Rock will own 8.5 MGD (26.67%) of this capacity in the treatment plant.

Bids were opened for this construction project on September 26, 2018. Responsive Competitive Sealed Proposals (bids) were received from Archer Western, Excel Construction, CSA Construction and Kiewit (see attached). The rank order of the base price proposal was as follows:

Excel Construction:	\$7,388,270
Archer Western:	\$8,683,300
CSA Construction:	\$9,213,000
Kiewit:	\$9,314,300

Each proposal also includes six alternate proposals. After considering the alternate proposals, the BCRUA Operating Committee recommend including Alternate Items 1A, 1B, 2, 4 and 5. Excel's proposal for these items is \$1,612,000. After considering these items, Excel Construction remained the lowest responsive bidder with a Final Negotiated Proposal of \$9,100,270. Based on the recommendation of our design engineer, Walker Partners, the

lowest responsive bid was from Excel Construction.

The BCRUA Operating Committee held a conference call with Walker Partners on October 3, 2018 and agreed unanimously to recommend award of this contract to Excel Construction Services, LLC in the amount of \$9,100,270. Round Rock is 26.67% of the project total which represents a cost of \$2,427,042.01.

Since the contract award will exceed the BCRUA's authorized maximum of \$500,000, per the Master Agreement, Board approval (October 24, 2018) of this contract will need to be contingent on approval by all three BCRUA member City Councils.

Cost: \$2,427,042.01

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2018-6066

WHEREAS, the City of Round Rock, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc., (the "BCRUA"), and

WHEREAS, after advertising for and receiving proposals from offerors, the BCRUA has determined that Excel Construction Services, LLC is the offeror which offers the best value for the BCRUA for the Phase 1C Water Treatment Plant Expansion Project, and

WHEREAS, the City desires to authorize the BCRUA to enter into a "Standard Form of Agreement between Owner and Contractor" with Excel Construction Services, LLC, Now Therefore

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

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority to enter into a "Standard Form of Agreement between Owner and Contractor" with Excel Construction Services, LLC for the Phase 1C Water Treatment Plant Expansion Project.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

October 9, 2018

Karen Bondy, General Manager
Brushy Creek Regional Utility Authority (BCRUA)
221 E. Main St.
Round Rock, TX 78664

Re: BCRUA Phase 1C Water Treatment Plant (WTP) Expansion
Project No.: 03-00619

Dear Ms. Bondy:

On September 26, 2018, Walker Partners assisted the BCRUA in opening competitive sealed proposals for the above referenced project. Four responsive, competitive sealed proposals were submitted by Archer Western Construction, LLC (Archer Western) of Irving, TX, CSA Construction, Inc. (CSA) of Houston, TX, Excel Construction Services, LLC (Excel) of Leander, TX and Kiewit Water Facilities South Co. (Kiewit) of Irving, TX. None of the proposals included any deviations from the contract documents. The proposals were evaluated and ranked based on the following selection criteria: 30% for Contractor Relevant Experience and References, 60% for Cost Proposal and 10% for Proposed Schedule. Based on evaluation of the proposals, Excel is the highest ranked proposer offering the best value, as determined by the selection criteria and ranking assessment.

Evaluation of Excel's proposal included a review of their technical qualifications and experience, including major subcontractors. A background check was performed via telephone poll of owners and engineering firms for similar projects Excel has completed over the past several years. The overall impression from this investigation and review is that Excel provides quality work in a timely and professional manner. Also, our Walker Partners team has recently completed successful projects with Excel, including at the City of Cedar Park Water Treatment Plant.

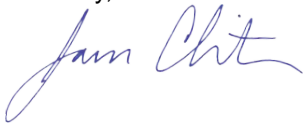
The WTP Expansion proposal includes eight Additive Alternates that are listed in the table below. Since the total Base Proposal amount is favorable, the BCRUA elected to include Add Alternates 1A, 1B, 2, 4 and 5 into the project. The total amount of the selected Add Alternates is \$1,612,000.00. The BCRUA decided to exclude Add Alternates 1C and 3 from the project. Add Alternate 6 is for Texas Water Development Board reporting purposes and is not a requirement of this project.

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
AA-1A	1	LS	Three 72-inch BFVs, two 72-inch steel wye fittings and one 72-inch steel tee	\$765,000.00	\$765,000.00
AA-1B	1	LS	Two 72-inch BFVs	\$380,000.00	\$380,000.00
AA-1C	1	LS	One 72-inch steel wye	\$132,000.00	\$132,000.00
AA-2	1	LS	Six Vacuum Breaker/Air Release Valve vaults	\$355,000.00	\$355,000.00
AA-3	1	LS	Eight 12-inch Filter To-Waste valves	\$120,000.00	\$120,000.00

Item No.	Quantity	Unit	Item Description	Unit Price	Amount
AA-4	1	LS	EST interior coating rehab with 100% polyurethane (elastomeric) coating	\$76,000.00	\$76,000.00
AA-5	4,000	SF	Coating existing wall of Sedimentation Basin 3C Settled Water Channel	\$9.00	\$36,000.00
AA-6	1	LS	Cost to include US Iron and Steel	\$250,000.00	\$250,000.00

Based on the information presented and evaluation of the proposals, Walker Partners recommends that the BCRUA award a contract to Excel in the amount of **\$9,100,270.00** for the Phase 1C WTP Expansion, which includes the total Base Proposal amount of \$7,488,270.00 plus the selected Add Alternates total amount of \$1,612,000.00. We will prepare the Notice of Intent to Award Letter and other contract documents for transmittal to Excel, pending final acceptance and direction from the BCRUA.

Sincerely,



Jason Christensen, P.E.
Project Manager

Cc: Project File

Brushy Creek Regional Utility Authority
Phase 1C Water Treatment Plant Expansion
Competitive Sealed Proposal - Proposal Opening
Proposals Opened September 26, 2018 at 2:00 PM

Proposer				Archer Western Construction, LLC		CSA Construction, Inc.		Excel Construction Services, LLC		Kiewit	
Attachments: Proposal Security Proposal Form (Section 00300) W-9 (Section 00300) Conflict of Interest Questionnaire (Section 00300) Statement of Proposers Experience (Section 00400) TWDB-0459											
				✓		✓		✓		✓	
				✓		✓		✓		✓	
				✓		✓		✓		✓	
				✓		✓		✓		✓	
				✓		✓		✓		✓	
BASE PROPOSAL ITEMS											
Proposal Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Bonds, Mobilization & Startup	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 300,000.00	\$ 300,000.00	\$ 360,000.00	\$ 360,000.00	\$ 300,000.00	\$ 300,000.00
2	Trench Safety	1,200	LF	\$ 5.00	\$ 6,000.00	\$ 5.00	\$ 6,000.00	\$ 5.00	\$ 6,000.00	\$ 1.00	\$ 1,200.00
3	Construction of all Work as specified and detailed, except for Work included in other Proposal items	1	LS	\$ 8,333,200.00	\$ 8,333,200.00	\$ 8,737,900.00	\$ 8,737,900.00	\$ 6,853,170.00	\$ 6,853,170.00	\$ 8,844,000.00	\$ 8,844,000.00
4	Allowance for SCADA Programming	1	LS	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00	\$ 69,100.00
5	Owner's Contingency Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL BASE PROPOSAL PLUS ALLOWANCES				\$ 8,683,300.00		\$ 9,213,000.00		\$ 7,388,270.00		\$ 9,314,300.00	
ADD ALTERNATE PROPOSAL ITEMS											
Proposal Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
AA-1A	Installation of three 72-inch Butterfly Valves, two 72-inch fabricated steel wye fittings and one 72-inch fabricated steel tee with appurtenances	1	LS	\$ 848,900.00	\$ 848,900.00	\$ 1,075,000.00	\$ 1,075,000.00	\$ 765,000.00	\$ 765,000.00	\$ 1,100,000.00	\$ 1,100,000.00
AA-1B	Installation of two 72-inch Butterfly Valves with appurtenances	1	LS	\$ 335,300.00	\$ 335,300.00	\$ 400,000.00	\$ 400,000.00	\$ 380,000.00	\$ 380,000.00	\$ 800,000.00	\$ 800,000.00
AA-1C	Installation of one 72-inch fabricated steel wye with appurtenances	1	LS	\$ 167,600.00	\$ 167,600.00	\$ 220,000.00	\$ 220,000.00	\$ 132,000.00	\$ 132,000.00	\$ 350,000.00	\$ 350,000.00
AA-2	Installation of six Vacuum Breaker/Air Release Valve vaults with appurtenances	1	LS	\$ 200,600.00	\$ 200,600.00	\$ 600,000.00	\$ 600,000.00	\$ 355,000.00	\$ 355,000.00	\$ 600,000.00	\$ 600,000.00
AA-3	Demolition and replacement of eight 12-inch Filter-To-Waste valves	1	LS	\$ 30,600.00	\$ 30,600.00	\$ 118,000.00	\$ 118,000.00	\$ 120,000.00	\$ 120,000.00	\$ 110,000.00	\$ 110,000.00
AA-4	Rehabilitation of 2.0 MG EST interior coating system with 100% polyurethane (elastomeric) coating	1	LS	\$ 129,000.00	\$ 129,000.00	\$ 85,000.00	\$ 85,000.00	\$ 76,000.00	\$ 76,000.00	\$ 80,000.00	\$ 80,000.00
AA-5	Coating concrete wall on existing portion of Sedimentation Basin 3C Settled Water Channel	4,000	SF	\$ 6.00	\$ 24,000.00	\$ 35.00	\$ 140,000.00	\$ 9.00	\$ 36,000.00	\$ 5.00	\$ 20,000.00
AA-6	Cost to include US Iron and Steel requirements found in Texas Water Code, Section 17.183	1	LS	\$ 360,000.00	\$ 360,000.00	\$ 845,000.00	\$ 845,000.00	\$ 250,000.00	\$ 250,000.00	\$ 500,000.00	\$ 500,000.00
TOTAL ADD ALTERNATE AMOUNT				\$ 2,096,000.00		\$ 3,483,000.00		\$ 2,114,000.00		\$ 3,560,000.00	
TOTAL BASE PROPOSAL PLUS ADDITIVE ALTERNATE AMOUNT				\$ 10,779,300.00		\$ 12,696,000.00		\$ 9,502,270.00		\$ 12,874,300.00	

I, Jason J. Christensen, Texas P.E. # 97527, do hereby certify that this proposal is accurate and true.

Jason Christensen
9-27-18



Prepared by: Walker Partners, LLC
TBPE Registration No. 8053
804 Las Cimas Parkway, Suite 150
Austin, TX 78746
512-382-0021 Telephone
www.walkerpartners.com

Brushy Creek Regional Utility Authority
Phase 1C Water Treatment Plant Expansion
Competitive Sealed Proposal - Proposal Opening
Proposals Opened September 26, 2018 at 2:00 PM
Final Negotiated Proposal

Proposer				Excel Construction Services, LLC	
Attachments: Proposal Security Proposal Form (Section 00300) W-9 (Section 00300) Conflict of Interest Questionnaire (Section 00300) Statement of Proposers Experience (Section 00400) TWDB-0459					
				✓	
				✓	
				✓	
				✓	
				✓	
				✓	
<u>BASE PROPOSAL ITEMS</u>					
<u>Proposal Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Bonds, Mobilization & Startup	1	LS	\$ 360,000.00	\$ 360,000.00
2	Trench Safety	1,200	LF	\$ 5.00	\$ 6,000.00
3	Construction of all Work as specified and detailed, except for Work included in other Proposal items	1	LS	\$ 6,853,170.00	\$ 6,853,170.00
4	Allowance for SCADA Programming	1	LS	\$ 69,100.00	\$ 69,100.00
5	Owner's Contingency Allowance	1	LS	\$ 200,000.00	\$ 200,000.00
TOTAL BASE PROPOSAL PLUS ALLOWANCES				\$ 7,488,270.00	
<u>ADD ALTERNATE PROPOSAL ITEMS</u>					
<u>Proposal Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
AA-1A	Installation of three 72-inch Butterfly Valves, two 72-inch fabricated steel wye fittings and one 72-inch fabricated steel tee with appurtenances	1	LS	\$ 765,000.00	\$ 765,000.00
AA-1B	Installation of two 72-inch Butterfly Valves with appurtenances	1	LS	\$ 380,000.00	\$ 380,000.00
AA-2	Installation of six Vacuum Breaker/Air Release Valve vaults with appurtenances	1	LS	\$ 355,000.00	\$ 355,000.00
AA-4	Rehabilitation of 2.0 MG EST interior coating system with 100% polyurethane (elastomeric) coating	1	LS	\$ 76,000.00	\$ 76,000.00
AA-5	Coating concrete wall on existing portion of Sedimentation Basin 3C Settled Water Channel	4,000	SF	\$ 9.00	\$ 36,000.00
TOTAL ADD ALTERNATE AMOUNT				\$ 1,612,000.00	
TOTAL BASE PROPOSAL PLUS ADDITIVE ALTERNATE AMOUNT				\$ 9,100,270.00	

I, Jason J. Christensen, Texas P.E. #97527, so hereby certify that this proposal tab is accurate and true.



Jason Christensen
10-9-18

Prepared by: Walker Partners, LLC
TBPE Registration No. 8053
804 Las Cimas Parkway, Suite 150
Austin, TX 78746
512-382-0021 Telephone
www.walkerpartners.com



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) to approve a Construction Contract with Excel Construction Services, LLC for the Phase 1C Raw Water Intake Barge Expansion Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,208,497.71

Indexes: Regional Water Fund

Attachments: Resolution, Letter of Recommendation, Final Pricing Proposal, Bid Tab, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-6067

The Brushy Creek Regional Utility Authority (BCRUA) would like to expand the raw water pumping capacity at the floating barge to supply the regional water treatment plant with 32 million gallons per day (MGD). This would be an increase in raw water supply from the existing 22 MGD. This expansion will provide the necessary treatment capacities for the Cities of Cedar Park, Leander, and Round Rock based on the water demand projections until 2026. Round Rock will own 8.5 MGD (26.67%) of this capacity in the treatment plant.

Bids were opened for this construction project on September 19, 2018. Responsive Competitive Sealed Proposals (bids) were received from Archer Western and Excel Construction (see attached). The rank order of the base price proposal was as follows:

Archer Western:	\$4,427,795
Excel Construction:	\$4,541,300

Each proposal also included one alternate proposal, which was not included in the proposed final contract. The proposals were evaluated and ranked based on the selection criteria including contractor relevant experience and references, cost proposal and proposed schedule. Based on evaluation of the proposals and the recommendation of Walker Partners, our design engineer, Excel Construction is the highest ranked proposer offering the best value, as determined by the selection criteria and ranking assessment.

The Operating Committee held a conference call with Walker Partners on October 3, 2018 and agreed unanimously to recommend award of this contract to Excel Construction Services, LLC. After Negotiated Value Engineering, Excel Construction the lowest responsive bidder with a Final Negotiated Proposal of \$4,531,300. Round Rock is 26.67% of the project total which represents a cost of \$1,208,497.71.

Since the contract award will exceed the BCRUA's authorized maximum of \$500,000, per the Master Agreement, Board approval (October 24, 2018) of this contract will need to be contingent on approval by all three BCRUA member City Councils.

Cost: \$1,208,497.71

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2018-6067

WHEREAS, the City of Round Rock, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc., (the "BCRUA"), and

WHEREAS, after advertising for and receiving proposals from offerors, the BCRUA has determined that Excel Construction Services, LLC is the offeror which offers the best value for the BCRUA for the Phase 1C Raw Water Intake Barge Expansion Project, and

WHEREAS, the City desires to authorize the BCRUA to enter into a "Standard Form of Agreement between Owner and Contractor" with Excel Construction Services, LLC, Now Therefore

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

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority to enter into a "Standard Form of Agreement between Owner and Contractor" with Excel Construction Services, LLC for the Phase 1C Raw Water Intake Barge Expansion Project.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

October 9, 2018

Karen Bondy, General Manager
Brushy Creek Regional Utility Authority (BCRUA)
221 E. Main St.
Round Rock, TX 78664

Re: BCRUA Phase 1C Raw Water Intake Barge (RWIB) Expansion
Project No.: 03-00619

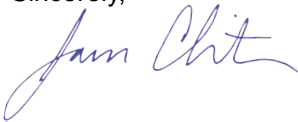
Dear Ms. Bondy:

On September 19, 2018, Walker Partners assisted the BCRUA in opening competitive sealed proposals for the above referenced project. Two responsive, competitive sealed proposals were submitted by Archer Western Construction, LLC (Archer Western) of Irving, TX and Excel Construction Services, LLC (Excel) of Leander, TX. Neither proposal included any deviations from the contract documents. The proposals were evaluated and ranked based on the following selection criteria: 30% for Contractor Relevant Experience and References, 60% for Cost Proposal and 10% for Proposed Schedule. Based on evaluation of the proposals, Excel is the highest ranked proposer offering the best value, as determined by the selection criteria and ranking assessment.

Evaluation of Excel's proposal included a review of their technical qualifications and experience, including major subcontractors. A background check was performed via telephone poll of owners and engineering firms for similar projects Excel has completed over the past several years. The overall impression from this investigation and review is that Excel provides quality work in a timely and professional manner. Also, our Walker Partners team has recently completed successful projects with Excel, including the BCRUA Phase 1A RWIB and at the City of Cedar Park Water Treatment Plant.

Based on the information presented and evaluation of the proposals, Walker Partners recommends that the BCRUA award a contract to Excel in the amount of **\$4,531,300.00** for the Phase 1C RWIB Expansion. We will prepare the Notice of Intent to Award Letter and other contract documents for transmittal to Excel, pending final acceptance and direction from the BCRUA.

Sincerely,



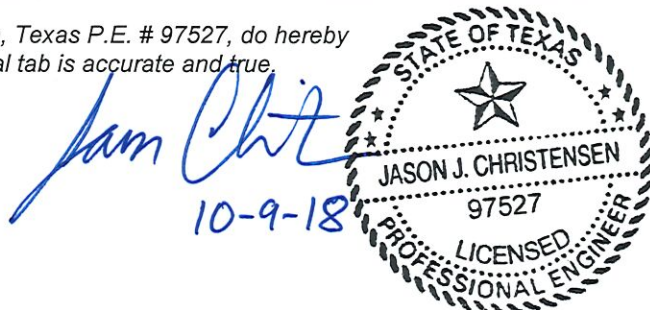
Jason Christensen, P.E.
Project Manager

Cc: Project File

Brushy Creek Regional Utility Authority
Phase 1C Raw Water Intake Barge Expansion
Competitive Sealed Proposal - Proposal Opening
Proposals Opened September 19, 2018 at 2:00 PM
Final Negotiated Proposal

Proposer				Excel Construction Services, LLC	
	Attachments:				
	Proposal Security			✓	
	Proposal Form (Section 00300)			✓	
	W-9 (Section 00300)			✓	
	Conflict of Interest Questionnaire (Section 00300)			✓	
	Statement of Proposers Experience (Section 00400)			✓	
	TWDB-0459			✓	
BASE PROPOSAL ITEMS					
<u>Proposal Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Bonds, Mobilization & Startup	1	LS	\$ 215,000.00	\$ 215,000.00
2	Construction of all Work as specified and detailed, except for Work included in other Proposal items	1	LS	\$ 3,186,505.00	\$ 3,186,505.00
3	Allowance for three 700 HP Raw Water Pumps and Motors	1	LS	\$ 630,504.00	\$ 630,504.00
4	Allowance for one 700 HP VFD and two 700 HP Solid State Starters for Raw Water Pumps	1	LS	\$ 418,191.00	\$ 418,191.00
5	Allowance for SCADA Programming	1	LS	\$ 16,100.00	\$ 16,100.00
6	Owner's Contingency Allowance	1	LS	\$ 100,000.00	\$ 100,000.00
TOTAL BASE PROPOSAL PLUS ALLOWANCES				\$ 4,566,300.00	
Negotiated Value Engineering					
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Delete two chemical injector freeze protection boxes and Contractor credit	1	LS	\$ (35,000.00)	\$ (35,000.00)
TOTAL CREDIT				\$ (35,000.00)	
TOTAL BASE PROPOSAL PLUS NEGOTIATED CREDIT				\$ 4,531,300.00	

I, Jason J. Christensen, Texas P.E. # 97527, do hereby certify that this proposal tab is accurate and true.



Prepared by: Walker Partners, LLC
TBPE Registration No. 8053
804 Las Cimas Parkway, Suite 150
Austin, TX 78746
512-382-0021 Telephone
www.walkerpartners.com

Brushy Creek Regional Utility Authority
Phase 1C Raw Water Intake Barge Expansion
Competitive Sealed Proposal - Proposal Opening
Proposals Opened September 19, 2018 at 2:00 PM

Proposer				Archer Western Construction, LLC		Excel Construction Services, LLC	
	Attachments:						
	Proposal Security			✓		✓	
	Proposal Form (Section 00300)			✓		✓	
	W-9 (Section 00300)			✓		✓	
	Conflict of Interest Questionnaire (Section 00300)			✓		✓	
	Statement of Proposers Experience (Section 00400)			✓		✓	
	TWDB-0459			✓		✓	
BASE PROPOSAL ITEMS							
Proposal Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price
1	Bonds, Mobilization & Startup	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 215,000.00	\$ 215,000.00
2	Construction of all Work as specified and detailed, except for Work included in other Proposal items	1	LS	\$ 3,178,000.00	\$ 3,178,000.00	\$ 3,186,505.00	\$ 3,186,505.00
3	Allowance for three 700 HP Raw Water Pumps and Motors	1	LS	\$ 630,504.00	\$ 630,504.00	\$ 630,504.00	\$ 630,504.00
4	Allowance for one 700 HP VFD and two 700 HP Solid State Starters for Raw Water Pumps	1	LS	\$ 418,191.00	\$ 418,191.00	\$ 418,191.00	\$ 418,191.00
5	Allowance for SCADA Programming	1	LS	\$ 16,100.00	\$ 16,100.00	\$ 16,100.00	\$ 16,100.00
6	Owner's Contingency Allowance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL BASE PROPOSAL PLUS ALLOWANCES				\$ 4,427,795.00		\$ 4,541,300.00	
ADD ALTERNATE PROPOSAL ITEMS							
Proposal Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price
AA-1	Cost to include US Iron and Steel requirements found in Texas Water Code, Section 17.183	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL ADD ALTERNATE AMOUNT				\$ 55,000.00		\$ 75,000.00	
TOTAL BASE PROPOSAL PLUS ADDITIVE ALTERNATE AMOUNT				\$ 4,482,795.00		\$ 4,616,300.00	

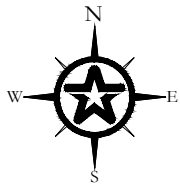
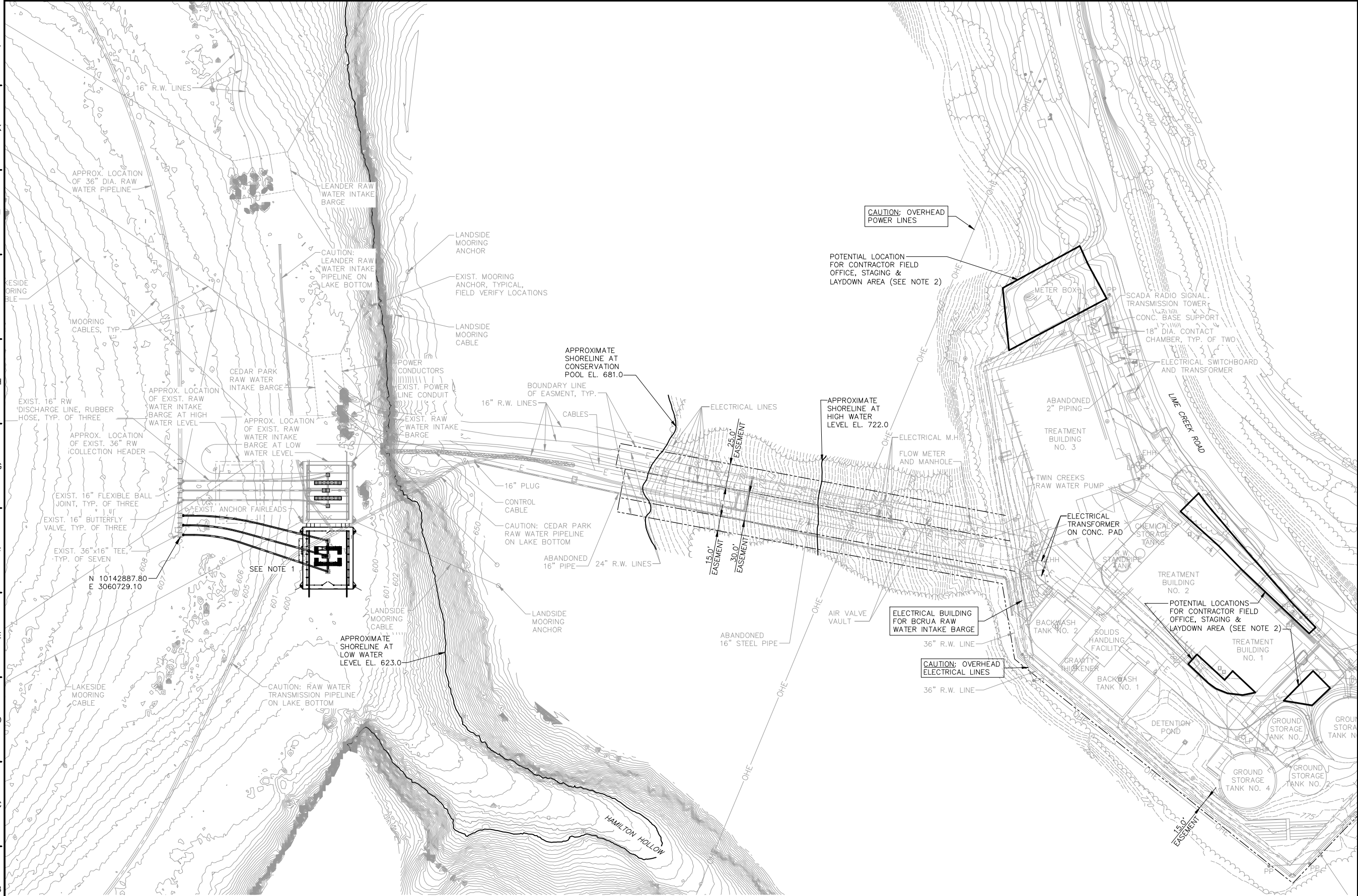
I, Jason J. Christensen, Texas P.E. # 97527, do hereby certify that this proposal tab is accurate and true.

Jason Christ
9-20-18



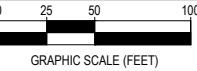
Prepared by: Walker Partners, LLC
TBPE Registration No. 8053
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Austin, TX 78746
512-382-0021 Telephone
www.walkerpartners.com

G:\PROJECTS\3-00619\2 PHASE 1C WTP EXPANSION\2 DESIGN\2.0 CAD\RAW-INTAKE\C-SITE.DWG, C-1, 8/10/2018 12:44:03 PM, tqiesek



GENERAL NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AN OFF-SITE LOCATION TO ASSEMBLE THE PROPOSED RAW WATER INTAKE BARGE & 16-INCH RAW WATER DISCHARGE HOSES.
2. AREA(S) FOR CONTRACTOR FIELD OFFICE, STAGING & LAYDOWN SHALL BE APPROVED BY OWNER & CITY OF CEDAR PARK PRIOR TO CONTRACTOR MOBILIZATION.



REV.	DESCRIPTION	DATE
------	-------------	------



BRUSHY CREEK REGIONAL UTILITY AUTHORITY

PHASE 1C RAW WATER INTAKE BARGE EXPANSION

OVERALL SITE & ENVIRONMENTAL CONTROL PLAN

8/13/18 DATE	JASON J. CHRISTENSEN DATE
	PM DESIGNED DRAFTED CHECKED PROJECT NO. DRAWING NO.
	ADA JJC TFG EDW 3-00619 C-1



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Agreement with Star Shuttle for Paratransit Bus Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$573,945.68

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-6056

The Federal Transit Administration requires the paratransit service to operate the same days and hours as the fixed route service. On January 7, 2019 Route 50 will begin operating 6:30 a.m. - 8:30 p.m., which is a two hour expansion over the current service. This amendment, to the Star Shuttle contract, will add the additional required service hours. Amendment No. 4 covers the remaining four years of service in the existing agreement. The cost break down, of this Amendment, is as follows:

Year 2

Total: \$136,174.72

Federal: \$54,469.89

Local: \$81,704.83

Year 3

Total: \$140,931.12

Federal: \$56,372.45

Local: \$84,558.67

Year 4

Total: \$145,869.68

Federal: \$58,347.87

Local: \$87,521.81

Year 5

Total: \$150,970.16
Federal: \$60,388.06
Local: \$90,582.10

This amendment, in conjunction with the approved Amendment No. 3 (adding a 4th vehicle) reflects the total increase to the paratransit service approved by Council in the FY 19 budget. The total cost is reflected in Exhibit B of the contract.

Cost: \$573,945.68

Source of Funds: General Fund

RESOLUTION NO. R-2018-6056

WHEREAS, the City of Round Rock (“City”) has previously entered into an Agreement with Star Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services) on March 22, 2012 through Resolution No. R-12-03-22-11A2 (“Agreement”); and

WHEREAS, Star Shuttle, Inc. has submitted Amendment No. 4 to the Agreement to add two (2) additional service hours to the existing paratransit services to correlate with the expansion of Route 50; and

WHEREAS, the City Council desires to enter into said Amendment No. 4 with Star Shuttle, 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 Amendment No. 4 to the Agreement with Start Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services), a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS
AND STAR SHUTTLE, INC.
FOR PARATRANSIT BUS SERVICES
(FORMERLY DEMAND RESPONSE BUS SERVICES)**

This Amendment No. 4 to the "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services)," hereinafter called "Amendment No. 4" is made as of the ____ day of the month of _____, 2018 by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City") and Star Shuttle, Inc. ("Star Shuttle").

WHEREAS, the City and Star Shuttle executed an "Agreement Between the City of Round Rock, Texas and Star Shuttle, Inc. for Paratransit Bus Services (formerly Demand Response Bus Services)" on March 22, 2012 through Resolution Number 12-03-22-11A2 ("Agreement"); and

WHEREAS, the City and Star Shuttle executed Amendment No. 1 increasing the number of Revenue Hours and buses under the Agreement on June 13, 2013 through Resolution Number 13-06-13-G7; and

WHEREAS, the City and Star Shuttle executed Amendment No. 2 replacing Demand Bus Services with Complementary Paratransit Bus Services and extending the term of the Agreement on May 25, 2017 through Resolution Number R-2017-4442; and

WHEREAS, the City and Star Shuttle executed Amendment No. 3 to add an additional vehicle to the existing Paratransit Bus Services on July 26, 2018 by Resolution No. R-2018-5656; and

WHEREAS, the City and Star Shuttle desire to further amend this Agreement by adding two (2) additional services hours to the existing paratransit services to correlate with the expansion of Route 50;

NOW THEREFORE, 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, the City and Star Shuttle agree that said Agreement is amended as follows:

I.

- 1.1.** The additional two (2) service hours for the paratransit expansion will commence on January 7, 2019.
- 1.2.** Set forth in the attached Exhibit "A," attached hereto and incorporated herein by reference, is the cost breakdown for just the addition of the two (2) service hours.

- 1.3. Set forth in the Attached Exhibit “B,” attached hereto and incorporated herein by reference, is the cost breakdown for the totality of the paratransit expansion for the remaining term of this Agreement.

II.

- 2.1. Capitalized terms not otherwise defined in this Amendment No. 4 shall have the meanings ascribed to them in the Agreement.
- 2.2. Except as amended hereby, the Agreement as originally written along with Amendment No. 1, Amendment No. 2, and Amendment No. 3 remain in full force and effect.
- 2.3. This Amendment No. 4 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 4.
- 2.4. This, Amendment No. 4 together with the Agreement, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 4 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 as of the day and year first set forth above.

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

STAR SHUTTLE, INC.

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

EXHIBIT “A”

Cost of Adding Two (2) Additional Service Hours

Supplemental 4 Budget Information					
	Year 2	Year 3	Year 4	Year 5	Total Cost
Revenue Hours	2,024	2,024	2,024	2,024	
Hourly Rate	\$ 67.28	\$ 69.63	\$ 72.07	\$ 74.59	
Total Hourly Cost	\$ 136,174.72	\$ 140,931.12	\$ 145,869.68	\$ 150,970.16	
Total Paratransit Cost	\$ 136,174.72	\$ 140,931.12	\$ 145,869.68	\$ 150,970.16	\$ 573,945.68
Federal Funding	\$ 54,469.89	\$ 56,372.45	\$ 58,347.87	\$ 60,388.06	
Net Cost to City	\$ 81,704.83	\$ 84,558.67	\$ 87,521.81	\$ 90,582.10	

EXHIBIT “B”

Combined Cost of Amendment Nos. 3 and 4 Adding Two (2) Additional Service Hours and an Additional Vehicle

These numbers represent adding service for Route 50 expansion - 4 vehicles					
Revenue Hours	14,168	14,168	14,168	14,168	
Hourly Rate	\$ 67.28	\$ 69.63	\$ 72.07	\$ 74.59	
Total Hourly Cost	\$ 953,223.04	\$ 986,517.84	\$ 1,021,087.76	\$ 1,056,791.12	
Annual Capital Costs	\$ 149,000.00	\$ 149,000.00	\$ 149,000.00	\$ 149,000.00	
Total Paratransit Cost	\$ 1,102,223.04	\$ 1,135,517.84	\$ 1,170,087.76	\$ 1,205,791.12	\$ 4,613,619.76
Federal Funding	\$ 440,889.22	\$ 454,207.14	\$ 468,035.10	\$ 482,316.45	
Net Cost to City	\$ 661,333.82	\$ 681,310.70	\$ 702,052.66	\$ 723,474.67	\$ 2,768,171.86

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-420788

Date Filed:
10/31/2018

Date Acknowledged:

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

Star Shuttle, Inc.
San Antonio, TX United States

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

The City of Round Rock

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

000000
Paratransit Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	1992 Mark Walker Trust ,	San Antonio, TX United States	X	
	1992 Robert Walker Trust ,	San Antonio, TX United States	X	
	1992 Lee Cowley Trust ,	San Antonio , TX United States	X	
	1992 John P. Walker Trust ,	San Antonio , TX United States	X	
	Walker, James P.	San Antonio , TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is JOHN P WALKER, and my date of birth is 9/20/1952

My address is 1603 NACOGDOCHES, SAN ANTONIO, TX, 78209, BEXAR.
(street) (city) (state) (zip code) (country)

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

Executed in BEXAR County, State of TEXAS, on the 31ST day of OCTOBER, 2018.
(month) (year)

Signature of authorized agent or contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2&3) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$840,597.18

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-6059

This Supplemental Contract #2 with CP&Y, Inc. will provide final design services to take the Kenney Fort Boulevard, Seg. 2 & 3 from its current 30% design status to 100% design completion. This work will consist of detailed plans, including but not limited to roadway sections, culvert designs, sidewalks, shared use paths, landscaping, street lighting, traffic signal design, water and waste water improvements, utility coordination, bid phase and construction phase services. This supplemental will also bring the plan development into NEPA compliance to allow the use of the recently acquired Federal construction funding for 70% of the construction costs. This segment of roadway is being proposed as a stand-alone project but is only one part of a multi-segment multi-phase vision to construct a north/south arterial from the city's northern boundary to SH 45 to the south.

The Kenney Fort Blvd. corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. The Master Transportation Plan has determined the ultimate section for this thoroughfare to be a 6-lane divided urban facility. This roadway section will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing another reliever route from northeast Round Rock to SH 45 to the south, thereby lessening the flow of traffic to IH 35. This segment will also open up opportunities for additional economic development along the proposed route.

This supplemental contract #2 will add \$840,597.18 to the current contract amount of \$1,069,419.78 for a total contract amount of \$1,910,016.96. It is anticipated that the final plans

will be completed by July 2019 and construction could begin by the winter of 2019 with a completion date of early 2021.

Cost: \$840,597.18

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-6059

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project, and

WHEREAS, CP&Y, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with CP&Y, 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. 2 to the Contract with CP&Y, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of November, 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. 2
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: CP&Y, INC. ("Engineer")

ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750

PROJECT: Kenney Fort Boulevard (Segments 2 & 3)

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and CP&Y, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 11th day of February, 2016 for the Kenney Fort Boulevard (Segments 2 & 3) Project in the amount of \$933,519.78; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on April 12, 2018 to amend the scope of services and to increase the compensation by \$135,900.00 to a total of \$1,069,419.78; 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 \$840,597.18 to a total of \$1,910,016.96;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum to Exhibit A.

II.

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

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$840,597.18 the lump sum amount payable under the Contract for a total of \$1,910,016.96, 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]

CP&Y, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

The City will furnish to the Engineer the following information and/or perform the following tasks:

1. Provide any existing data the Owner has on file concerning the project, if available.
2. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings or hearings, schedule and reserve the meeting location and place the required advertisements.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, Upper Brushy Creek Water Control & Improvement District, neighboring Cities and/or other franchise utility companies.
4. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
5. Meet on an as needed basis to answer questions, provide guidance and offer comment.
6. Provide construction inspection and construction testing services including coordination and scope of services.
7. In conjunction with the Texas Department of Transportation (TxDOT), provide the following:
 - a) Federal Highway Administration (FHWA) coordination
 - b) Environmental document review
 - c) Relevant prior and/or adjacent plan sets, studies, and planning documents
 - d) Ground Penetrating Radar (GPR) testing of existing frontage road pavement
 - e) Review and approval of traffic volume projections
 - f) Equivalent Single Axle Load (ESAL) calculations
8. Provide existing signal timing information for study intersections.

ADDENDUM TO EXHIBIT B

Engineering Services

The Kenney Fort Boulevard (Segments 2 & 3) Project will extend Kenney Fort Boulevard from the current terminus at Forest Creek towards the south to SH 45, and widen Gattis School Road between Round Rock Ranch Blvd. and Rusk Road. The full length of the Kenney Fort Blvd. extension is approximately 1.5 miles along Kenney Fort Blvd, and 0.3 miles along Gattis School Road. Construction within the SH 45 right-of-way will be necessary to tie the new (Kenney Fort Blvd.) roadway into the frontage road and replace large guide signs along SH 45.

Design services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock and TxDOT manuals, guidelines and standards, as applicable. The project shall consist of a 6-lane divided arterial with culvert crossings, raised median, curb and gutter, sidewalks and shared-use-paths, drainage facilities, street lighting, traffic signal design and modifications and public water / wastewater utility adjustments. The Engineer shall provide the necessary engineering and technical services for the completion of identification of utility conflicts, coordination with utility companies, preparation of PS&E, bid phase services and construction phase services. The final major deliverable for this phase will be detailed PS&E suitable for bidding and construction.

The development of the project will be consistent with applicable City of Round Rock and TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Bentley Geopak V8i.

In May 2018, the Capital Area Metropolitan Planning Organization awarded federal funding to the City for construction of the Project; thus, federalizing the Project and triggering the requirements of the National Environmental Policy Act (NEPA). To satisfy the requirements of NEPA, coordination with TxDOT is required and preparation of a NEPA document is necessary. Resource-specific technical reports and additional public involvement is also required to satisfy state/federal requirements. The additional (NEPA-related) work to be performed by the Engineer shall consist of preparation of an environmental document (an environmental assessment is anticipated), updates to the previously-prepared draft technical reports, preparation of additional reports required by TxDOT, and additional public involvement (stakeholder meetings and a public hearing).

Exclusions: For purposes of this scope, it is assumed that any required coordination with Resource Agencies will be conducted by TxDOT; thus, agency coordination is not included in this scope of services. In addition, preparation of any permits that may be required, including a Section 404 permit, is not included in this scope of services. If environmental permitting is determined to be required, a supplemental work authorization will be required

Agency abbreviations are as follows:

City of Round Rock (City) , Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historical Places (NRHP), Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ), Upper Brushy Creek Water Control and Improvement District (UBWCID).

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. SURVEYING SERVICES

A. GEOTECHNICAL INVESTIGATIONS *(provided by Corsair Consultants, Inc.)*

1. Soil Borings – Geotechnical and Falling Weight Deflectometer (FWD) Testing
 - (a) Perform two (2) borings spaced at approximately 1,000 feet apart along the Gattis School alignment, alternating the drilling location between the edges of right-of-way.
 - (b) If expansive soils are encountered ($PVR > 2\%$) and a lime stabilized subgrade option is desired, additional borings may be needed to comply with TxDOT pavement design requirements. Drill these borings to a minimum depth of ten (10) feet to map geology and collect PI information if soils are expansive for PVR calculation.
2. Laboratory testing will be performed to determine the soil's plasticity and strength characteristics, including:
 - (a) NRCS Soil Classification

- (b) Atterberg Limits Tests
- (c) Sieve Analysis
- (d) Soluble Sulfate Content
- (e) Moisture Content
- (f) Unconfined Compressive Strength
- (g) Resilient Modulus Testing of the subgrade
- (h) Eades and Grim (ASTM D6276) pH/lime series

3. The Engineer will coordinate with locator service to determine existing utility locations.

B. DELIVERABLES *(provided by The Wallace Group)*

- 1. The Surveyor shall provide:
 - (a) 2D MicroStation V8 planimetric file.
 - (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
 - (c) Geopak V8i DTM (tin) file.
 - (d) ASCII point file.
 - (e) Two CD-ROM containing the specified files.
 - (f) PDF file of each Surveyor's project field book.
 - (g) Spreadsheet of landowners for right-of-entry letters

C. ASSUMPTIONS *(provided by The Wallace Group)*

- 1. The Surveyor shall notify the client prior to performing the work if:
 - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
 - (b) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
 - (c) Existing Project Control cannot be recovered or verified.

II. Social, Economic and Environmental Studies and Public Involvement

A. Environmental Documentation – It is anticipated that the proposed project would require an Environmental Assessment (EA) with associated resource-specific Technical Reports to obtain environmental clearance. The Engineer shall prepare a Scope Development Tool for the project. The completed Scope Development Tool shall be submitted to the State for review and approval prior to initiating additional environmental investigations. The Engineer shall also prepare a Classification Letter, which will require approval by TxDOT-ENV to document that an EA is the appropriate level of environmental documentation.

Deliverables:

- (a) Draft Scope Development Tool – The Engineer shall submit one (1) electronic copy. The Engineer will respond to two (2) rounds of review comments.
- (b) Final Scope Development Tool – The Engineer shall submit one (1) electronic copy.
- (c) Draft Classification Letter – The Engineer shall submit one (1) electronic copy. The Engineer will respond to two (2) rounds of review comments.
- (d) Final Classification Letter – The Engineer shall submit one (1) electronic copy.

B. Technical Reports – Resource-specific technical reports shall be produced before the EA is prepared in order to identify issues early in the process. In some instances, TxDOT utilizes standardized forms in lieu of technical reports. In those instances, TxDOT forms will be completed and all required supporting documentation will be prepared/provided. Draft biological resources, jurisdictional waters, and hazardous materials reports were prepared in conjunction with WA#1. Federalization of the Project now requires those reports to be updated (per TxDOT standards) and additional reports to be prepared. All reports require coordination with and review by TxDOT. Once accepted by the City and TxDOT, the technical reports will be referenced in the Project EA.

- 1. Technical reports and forms shall be prepared in accordance with the most recent TxDOT guidelines and SOUs (those in effect at the time of WA execution). Technical reports and forms must include sufficient information to determine the significance of impacts. It is assumed, pending the results of the required scope development tool, the following reports and forms will be required for the Project:

- (a) Project Description Report (includes Purpose & Need Statement and Alternatives Analysis)
- (b) Community Impacts Assessment Form
- (c) Water Resources Technical Report
- (d) Biological Evaluation Form and Tier I Site Assessment Form
- (e) Historic Project Coordination Request
- (f) Historic Resources Survey Report
- (g) Archeological Background Study
- (h) Archeological Survey Report
- (i) Air Quality Technical Report
- (j) Traffic Noise Technical Report (including noise modeling/analysis using TNM 2.5)
- (k) Hazardous Materials Initial Site Assessment Form
- (l) Indirect Impacts Technical Report
- (m) Cumulative Impacts Technical Report

Deliverables:

- (a) Draft Technical Report/Form – The Engineer shall submit one (1) electronic copy for each resource category listed above. The Engineer will respond to four (4) rounds of review comments.
- (b) Final Technical Report/Form – The Engineer shall submit one (1) electronic copy for each resource category listed above. The Engineer will respond to four (4) rounds of review comments.

- C. Environmental Assessment (EA) Content and Format – The EA shall meet the requirements of 23 CFR §771.119 and TAC, Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency and include all items listed in TxDOT's Environmental Document Review Checklist and the Administrative Completeness Review Checklist. The EA will be developed in accordance with the most recent version of TxDOT's EA outline.

Deliverables:

- (a) Draft Environmental Assessment – The Engineer shall submit one (1) electronic copy before the public hearing. The Engineer will respond to four (4) rounds of review comments.
- (b) Final Environmental Assessment – The Engineer shall submit one (1) electronic copy after the public hearing. The Engineer will respond to four (4) rounds of review comments.

- D. Public Involvement – The Engineer shall perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.

- (a) Stakeholder List - The Engineer will update the Project stakeholder list (developed in conjunction with WA#1).
- (b) Stakeholder Meetings - The Engineer will plan, prepare for, attend, and produce summaries of up to ten (10) one-on-one or small group stakeholder meetings.
- (c) Public Hearing - The Engineer will plan, prepare for, advertise and attend a public hearing to present the recommended alternative and findings of the EA. Preparation for the public hearing includes the development and production of advertising copy/notices, hand-outs, information boards, a PowerPoint presentation and other materials. The Engineer will staff the public hearing, make required technical presentations, and provide two (2) court reporters to record the hearing and public comments. Following the public hearing and subsequent comment period, the Engineer will prepare and submit a public hearing comment and response report (including copies of all written comments received and response letters, if any), summary and analysis, required certification, verbatim public hearing transcript and other information necessary to evaluate and disseminate information from the public hearing.
- (d) Noise Workshop – The Engineer will plan, prepare for, and attend a noise workshop. Preparation for the workshop includes the development and production of letters of invitation (to be sent via US Postal Service – certified mail with return receipts), hand-outs, information boards, a PowerPoint presentation and other materials. The Engineer will staff the workshop and make required technical presentations. Following the workshop, the Engineer will poll affected property owners to determine where noise walls are desired by a majority. The noise workshop and polling results will be documented in a Noise Workshop Summary Report.

Deliverables:

- (e) Draft Project Contact List – The Engineer shall submit one (1) electronic copy. The Engineer will make up to three (3) updates.
- (f) Final Project Contact List – The Engineer shall submit one (1) electronic copy.

- (g) Draft Notifications for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (h) Final Notifications for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (i) Draft Materials for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (j) Final Materials for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (k) Draft Meeting Notes for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (l) Final Meeting Notes for Stakeholder Meetings/MAPOs – The Engineer shall submit one (1) electronic copy.
- (m) Draft Advertising/Notifications for Public Hearing – The Engineer shall submit one (1) electronic copy.
- (n) Final Advertising/Notifications for Public Hearing – The Engineer shall submit one (1) electronic copy.
- (o) Draft Materials for Public Hearing – The Engineer shall submit one (1) electronic copy.
- (p) Final Materials for Public Hearing – The Engineer shall submit one (1) electronic copy.
- (q) Draft Public Hearing Summary Report and Analysis – The Engineer shall submit one (1) electronic copy.
- (r) Final Public Hearing Summary Report and Analysis – The Engineer shall submit one (1) electronic copy.
- (s) Draft Materials for Noise Workshop – The Engineer shall submit one (1) electronic copy.
- (t) Final Materials for Noise Workshop – The Engineer shall submit one (1) electronic copy.
- (u) Draft Noise Workshop Summary Report – The Engineer shall submit one (1) electronic copy.
- (v) Final Noise Workshop Summary Report – The Engineer shall submit one (1) electronic copy.

III. PLANS, SPECIFICATIONS & ESTIMATE

The engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 30%, 90%, and final 100% plans.

A. UTILITY ADJUSTMENTS *(provided by Cobb Fendley)*

1. Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, conflict assessment and analysis, and preparation of utility agreements, including reimbursable and non-reimbursable. All utility coordination activities will be in accordance with City of Round Rock & TxDOT Guidelines. There are seven (7) utilities anticipated along the project corridor, including CenturyLink (formerly Level 3 Communications), AT&T, Atmos Gas, City of Round Rock, Grande, Spectrum (formerly Time Warner Cable) and Oncor Electric.

(a) 60% Design Phase

- (i) Coordination/Project Meetings. Utility Coordinator shall attend project team meetings to assist in minimizing utility impacts and discuss alternatives. In addition, Utility Coordinator will conduct meetings with individual utilities as needed (up to 4 meetings). These meetings will include meeting preparation, travel time, and meeting minutes.
- (ii) Updates to Existing Utility Layouts. The Engineer shall update the existing utility layout in the latest version of Microstation V8 using the base topo files and 60% design files provided by CP&Y. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
- (iii) 60% Conflict Assessment. The Engineer will determine which utilities will conflict with roadway construction and City or TxDOT guidelines based on the 60% design plans and make the utility company aware of these conflicts. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at this design milestone and will be communicated with the Utility Owners and design team.
- (iv) Evaluate Relocation Alternatives. The Engineer will evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.
- (v) Prepare Proposed Utility Layout. The Engineer shall prepare a proposed utility layout (concept plan) using the latest version of Microstation V8. The proposed utility layout will overlay the base topo files and 60% design files provided by CP&Y. This layout will be utilized to assist in evaluating relocation alternatives and corridor assignments.
- (vi) Coordinate Reimbursable and Non-Reimbursable Adjustments. If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement document. The Engineer shall determine if a compensable interest exists and the owner's degree of eligibility and prepare a packaged agreement utilizing City of Round Rock reimbursement agreement forms, plans on 11x17 sheets, easement documentation, estimate and schedule of work.

(b) 90% & 100% Design Phase

- (i) Coordination/Project Team Meetings. Utility Coordinator shall attend project team meetings to assist in minimizing utility impacts and discuss alternatives. In addition, Utility Coordinator will conduct meetings with individual utilities as needed (up to 3 meetings). These meetings will include meeting preparation, travel time, and meeting minutes.
- (ii) Updates to Existing and Proposed Utility Layouts. CobbFendley will update the existing and proposed utility layouts based on latest design files received by CP&Y for the 90% & 100% design phases.
- (iii) 90% & 100% Conflict Assessment. CobbFendley will update conflict assessment at the 90% & 100% design phase to identify which utilities will conflict with roadway construction and City or TxDOT guidelines and make the utility company aware of any changes in conflict locations from the 60% submittal. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. The detailed list will be updated at each of these design milestones and will be communicated with the Utility Owners and design team.
- (iv) Secure Reimbursable and Non-Reimbursable Adjustments. CobbFendley will coordinate with utility owners to secure all reimbursable and non-reimbursable adjustment plans and associated forms/permits. CobbFendley will review relocation plans to confirm conflicts have been resolved, no conflicts with other relocating utilities, and that project requirements/agency clearance requirements are met. CobbFendley will
- (v) Utility Schedule and Sequencing. Review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility. re-Construction:
- (vi) Prepare Utility Certifications for project bidding; identify anticipated utility clearance dates.

B. ROADWAY DESIGN CONTROLS *(provided by CP&Y, Inc.)*

1. Miscellaneous Plans

- (a) A project title sheet will be prepared as required for the construction plans.
- (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
- (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.
- (d) Benchmark layout sheets will be completed at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

2. Roadway Plans & Geometry

- (a) Existing typical sections will be completed depicting the existing conditions of the project roadway.
- (b) Proposed typical sections will be completed depicting the improvements to Little Elm Trail and cross streets. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections, and will be prepared to the appropriate level of detail and limits to convey that general information.
- (c) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
- (d) Kenney Fort Blvd plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
- (e) Gattis School Road plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
- (f) Supplemental grading sheets will be prepared at a scale of 1"=50' for areas of the project that require additional grading information for construction or review purposes.
- (g) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.

3. Grading and Details

- (a) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.
- (b) The Engineer shall complete intersection layouts for five (5) intersections/locations. The intersection layouts will include the design of the pavement and drainage layouts, as well as other pertinent details not discernable elsewhere in the plans.
- (c) Driveway details will be prepared for each driveway along the project corridor. When possible these driveways will be defined in a tabular format. Non-typical driveways may require special details.

- (d) The Engineer will develop driveway profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for the contractor's information.
- (e) Miscellaneous roadway detail sheets will be developed for the project. The sheets will depict details required that are not defined in standard detail sheets. When possible, TxDOT Statewide and TxDOT Austin District standards will be used for the project development.

C. DRAINAGE DESIGN *(provided by K-Friese.)*

1. Crossing Structure Hydrology and Hydraulic Analysis

Perform hydrologic and hydraulic analysis/design to determine sizes of major and minor cross drainage structures except for those along Dyer Creek.

Anticipated major structures are:

- (i) Crossing to Dyer Creek south of Forest Creek (Approx. STA 74+50)
- (ii) Crossing to Dyer Creek south of Forest Creek (Approx. STA 84+00)
- (iii) Crossing to Dyer Creek between Forest Creek and Gattis School (Approx. STA 93+00)
- (iv) 48" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 104+00)
- (v) SH 45 Culvert Extension (Approx. STA 146+50 to STA 139+50)

Anticipated minor structures are (minor structures are anticipated to be connected to the storm sewer system and conveyed to a major structure):

- (i) 36" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 97+00)
- (ii) 48" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 112+00)
- (iii) Crossing of shallow channel approximately 500-ft south of Gattis School Road (Approx. STA 122+00)
- (iv) Crossing near the end of Westview Drive (Approx. STA 140+00)
- (v) Outflow pipe from development at Northeast corner of SH 45 and Kenney Fort Blvd. (Approx. STA 146+00)

(b) Data Collection

The Engineer will utilize the data collected during the schematic phase and build upon it with field visits as necessary to observe conditions of existing structures, channels and field conditions. The Engineer will obtain and review existing hydraulic and hydrologic data associated with nearby developments and existing outfalls into the proposed roadway corridor.

(c) Hydrology

The Engineer will expand upon the hydrology developed during the schematic with the crossing structures above in order to assess the hydrologic impact of the proposed improvements. Hydrologic analysis for major and minor crossings (as listed above) will be performed in accordance with the City of Round Rock Drainage Criteria Manual. Existing and proposed flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms will be computed. Existing and proposed external drainage area maps will be developed at a scale of 1" = 500'. An additional drainage area map will be provided at a larger scale to show the overall project and drainage basin divides.

(d) Hydraulics

The Engineer will analyze existing and proposed conditions hydraulics and modify from the schematic design as a result of the proposed improvements using HEC-RAS or FHWA HY-8 software Hydraulic analysis for bridge class culverts (any culvert with a clear opening of more than 20-feet, measured along the center of the roadway between inside of end walls), and FEMA 100-year floodplain crossings will be performed with HEC-RAS. Hydraulic analysis for cross structures that are not bridge class culverts or FEMA crossings, will be performed with HY-8. In the event that a minor crossing is incorporated into the storm sewer system, this analysis will be included in the storm sewer analysis and modeled as described in Storm Sewer Design. This includes assessing the hydraulic impacts as a result of any changes to the hydrology. Tailwater assumptions will be determined from the water surface elevations of Dyer Creek from most up to date UBCWID model for outfalls within a FEMA floodplain based on a peak timing assessment. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions on the culvert layout sheets and provide additional detailed information on hydraulic data sheets.

(e) Drainage Report

The Engineer will update the preliminary drainage report with the final hydrology and hydraulic data from the PS&E design.

(f) Culvert Layout Sheets

Culvert layout sheets will be developed at all the major crossing locations specified above and the Dyer Creek crossing of Gattis School Road (5 crossing total) not covered by storm sewer plan and profiles. These sheets will be developed at a scale of 1"=40' H and 1"=10' V. It is anticipated that there will be 6 sheets.

(g) Hydraulic Data Sheets

A hydraulic data sheet will be developed at all the major crossing locations specified above and the Dyer Creek crossing of Gattis School Road (5 crossing total) not covered by storm sewer plan and profiles. These sheets will include data related to the performance of the crossing such as water surface elevations, tailwater assumptions, and overtopping data. It is anticipated that there will be 5 sheets.

(h) Culvert Standards and Detail Sheets

Culvert standards will be selected based on headwall configuration and fill conditions. Details will be developed as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation. It is anticipated that there will be 4 detail sheets and standards provided as required.

2. Dyer Creek Hydrology and Hydraulic Impact Analysis

This section includes the analysis of the project impacts to Dyer Creek including the crossing at:

(i) Dyer Creek at Gattis School

(b) Data Collection

The Engineer will review the schematic data with respect to the final design. Field visits will be conducted as necessary to obtain data to finalize and refine analysis.

(c) Hydrology

The Engineer will expand upon the hydrology developed with the schematic in order to assess the hydrologic impact of the proposed improvements. The loss, routing, time step and precipitation methodologies used in the UBCWCID will be used and updated for these areas. Existing and proposed flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms will be computed. The change in flow due to the proposed project will be at a minimum quantified at the Gattis School Road culvert crossing as well as at Forest Creek Drive. Existing and proposed drainage area maps will be developed at a scale of 1" = 1000'.

(d) Hydraulics

The Engineer will expand upon the hydraulics developed in the schematic phase in order to assess the hydraulic impacts of the proposed improvements. The Engineer will analyze existing and proposed conditions hydraulics as a result of the proposed improvements using HEC-RAS. This includes assessment the hydraulic impacts as a result of any changes to the hydrology, the potential addition of embankment in the floodplain and analysis of the Gattis School Road culvert crossing. The most up to date UBCWID model will be used as best available data and basis of hydraulic modeling along Dyer Creek. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions on the culvert layouts and within the drainage report.

(e) Hydraulic Impact Mitigation

The Engineer will expand upon the preliminary design of the mitigation alternative selected in the schematic phase. The Engineer will provide detailed design and analysis for one (1) mitigation alternative. The mitigation alternative will be designed to comply with the City of Round Rock Drainage Criteria Manual and Floodplain Ordinance to ensure that no structures are adversely impacted due to the roadway design. The selected mitigation alternative will be analyzed for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms to limit the increase in water surface elevations to adjacent roadways or structures. Grading plan sheets and details will be developed at an appropriate scale, not smaller than 1" = 100' and not larger than 1" = 40'. It is anticipated that there will be 2 grading plan sheets and 1 detail sheet.

3. Storm Sewer Design

- (a) Interior drainage area maps will be finalized at a scale of 1"=100'. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets. It is anticipated that there will be 10 sheets.
- (b) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with City of Round Rock Drainage Criteria Manual and shown on the run-off and inlet computation sheets. It is anticipated that there will be 4 sheets.
- (c) Storm sewers will be analyzed and computations will be prepared for the storm sewer design using Geopak Drainage or other approved software.
- (d) Storm sewer plan and profile sheets will be completed depicting locations of inlets, manholes, storm sewers, culverts, known utilities, channel improvements, and ditch locations and flowlines as required. The storm sewer plan sheets will be prepared at a scale of 1"=100'. Storm sewer profiles will be prepared at a scale of 1"=50' H and 1"=5' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations of inlets and junctions. It is anticipated that there will be 10 plan sheets and 10 profile sheets.
- (e) The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown the hydraulic data sheets. It is anticipated that there will be 1 sheet.
- (f) The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where they are not covered by City of Round Rock or TxDOT standard details. The Engineer shall use City of Round Rock or TxDOT standard details where practical. It is anticipated that there will be 3 sheets.
- (g) The Engineer will identify areas within the construction of the storm sewer and culvert construction that will require trench protection or special shoring.

4. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan depicting the entire project will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- (b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations.
- (c) Erosion control details will be prepared for any related items that are not covered by City of Round Rock and TxDOT standard details.

5. Additional Services

The following services are beyond the scope of services described above. KFA can provide these services upon written request from the City. Any additional compensation to KFA as a result of any material change to the Scope of Services shall be agreed upon in writing before additional services are performed. These additional services include the following:

- (a) Detention analysis and/or design
- (b) FEMA LOMR/CLOMR
- (c) Water quality analysis and/or design
- (d) Scour analysis
- (e) Streambank stability analysis
- (f) SW3P Book to be included in the construction documents

D. SIGNING, MARKINGS AND SIGNALIZATION *(provided by CP&Y, Inc. and HDR)*

1. Small Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=100'. Road signs and markings will be shown all on the same plan sheet. Any additional sheets for signing/pavement markings will be included in a future supplemental agreement. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number for cross-reference to the sign summaries.
- (b) Pavement marking details will be prepared for non-standard conditions.

- (c) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

2. Large Guide Signs

Existing Large Guide Signs along SH 45 shall be updated to represent the new cross street connection of Kenney Fort Blvd with SH 45. This entails updating existing sign plaques from “Donnell Dr” to “Kenney Fort Blvd” to be approved by TxDOT.

- (a) Large Guide Signal Layout: Engineer shall provide an overview layout at a reasonable scale to show where existing large guide signs need to be replaced.
- (b) Large Sign Details: Engineer shall provide detail sheets for large guide signs. These sheets shall show dimensions, layout of text, directional arrows and shields, borders and colors.
- (c) Overhead Sign Structures Elevations: Engineer shall provide overhead sign structure elevations for the existing structures showing the new sign plaques.
- (d) Overhead Sign Structure Details: New overhead sign structures and details are not anticipated.
- (e) The signal at SH 45 will need to be approved by TxDOT.

3. Signalization *(provided by HDR)*

Traffic signal plans will be prepared for the following locations:

- (i) Kenney Fort Blvd and Forest Creek Drive intersection - Modification of existing mast arm signal to provide for the southern extension of Kenney Fort Boulevard and to accommodate a right turn lane on Kenney Fort Boulevard in both the northbound and southbound directions. One (1) new mast arm pole will be installed and two (2) mast arm poles will be relocated.
 - (ii) Kenney Fort Blvd and Gattis School - New signal installation
 - (iii) Kenney Fort Blvd and SH 45 - New signal installation (diamond interchange signal) to be approved by TxDOT.
- (a) Conduct field review at the intersections to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
 - (b) Coordinate with electric utility company in the field to discuss pole locations and source of power for each signal. Identify potential overhead utility conflicts, and coordinate with the City and utility companies to resolve conflicts. Two (2) meetings are assumed for budget purposes
 - (c) Prepare existing signal and intersection layouts, as appropriate, for each proposed traffic signal location. Plans will be developed at a scale of 1" = 40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable.
 - (d) Develop traffic signal layouts at a scale of 1"=40' (or larger) and indicate existing conditions, location of signal poles, conduit, ground boxes, proposed traffic control devices, existing and proposed utilities, and proposed roadway improvements.
 - (e) Develop phasing and signing sheets for each traffic signal location.
 - (f) Develop conduit and conductor schedule sheets for each traffic signal location. Wiring for power to controller, illumination, and ILSN signs will run in separate conduit from traffic signal cable.
 - (g) Prepare traffic signal elevations showing the vertical clearance required for each mast arm and pedestrian push button/signal head mounting height.
 - (h) Prepare vehicle detection details based on proposed traffic signal layout sheets to demonstrate detector locations and detection zones for each signal approach.

It is assumed that temporary traffic signal layouts and details will not be required at any of the project intersections, including the intersection of Kenney Fort Boulevard and Forest Creek Drive, which is currently signalized. If, during final design, it is determined that a temporary traffic signal plan is required, or if any additional design tasks not identified herein are requested, the Engineer shall prepare a budget and a schedule for the additional work. The Engineer shall not commence work on a task prior to receiving written approval by the City.

E. MISCELLANEOUS ROADWAY *(provided by CP&Y, Inc.)*

1. Retaining Walls

- (a) The Engineer will investigate each wall location and determine what the most suitable wall type is for each application. The anticipated wall type is MSE.
- (b) The Engineer will provide a location plan of all walls at a scale of 1"=200'. The intent is to show the location of all walls in plan including the wall designation and beginning and ending stations.

- (c) The Engineer shall prepare retaining wall layouts at a max scale of 1"=40'. The layouts will show plan and profile views of the retaining wall. Retaining walls are assumed at the following locations
 - (i) Station 91+00 to Station 106+00
 - (ii) Station 142+00 to Stat 145+00
- (d) Non-proprietary wall designs (i.e., Tie-back, soil nailed, drill shaft) are not included in this scope of work.

2. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- (b) The Engineer will develop overview plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=400' scale.
- (c) The Engineer will prepare 1"=400' plan layouts of all advance warning signs for Little Elm Trail and all cross streets.
- (d) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (e) Detailed traffic control plans will be prepared at a scale of 1"=100'. These plans will be developed based on the City's approval of the conceptual plans developed at the schematic design level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (f) Traffic control details will be developed for items not covered by City of Round Rock or TxDOT standard details.
- (g) The Engineer will attend one meeting to present the traffic handling scheme along at SH 45 to the TxDOT's Safety Review Committee. The Engineer will be responsible for incorporating the comments of the Safety Review Committee in the traffic control plans. Additional scope of services for items such as public presentations of the traffic handling plan or any additional meetings will be handled through a supplemental agreement to this scope of services.
- (h) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

3. Illumination

The engineer shall coordinate with the electrical provider for the City (Oncor) on the continuous illumination design and electrical service locations.

- (a) The Engineer will design continuous and safety lighting along the project corridor. The lighting will be shown on illumination layouts.
- (b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
- (c) The Engineer will coordinate with the City in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the State and the utility company to help resolve the conflicts.

4. Landscape Architecture *(provided by Verdi)*

- (a) Participate in Stakeholder Meetings – Attend up to two stakeholder meetings to address question and comments as they relate to the landscape design development.
- (b) Prepare Constructions Documents – These documents for construction include landscape plans that stipulate plant and soil quantities along with details and written specifications for implementation requirements.

5. Irrigation *(provided by JAS)*

The irrigated area is up to twelve planting beds along the roadway within the property boundary. Option 1 consists of full irrigation coverage from right of way (ROW) to the edge of pavement. The irrigation system will be designed based off a potable water source and according to the applicable local jurisdiction irrigation standards.

Task 1: Landscape Irrigation Design Plan (Planting Beds) 90% Submittal

- (i) Option 1: Landscape Irrigation Design Plan (Turf) 90% Submittal
Plan includes details, notes, and tabulations that comply with applicable regulations.
 - a) Provide plan sheets to lead consultant.
 - b) Respond to comments and resubmit.
- (b) Task 2: Landscape Irrigation Design Plan (Planting Beds) 100% Submittal
 - (i) Option 1: Landscape Irrigation Design Plan (Turf) 100% Submittal
Plan includes details, notes, and tabulations that comply with applicable regulations.
 - a) Provide plan sheets to lead consultant.
 - b) Respond to comments and resubmit.
 - c) Perform minor revisions (one round) to the Landscape Irrigation Design Plan.
 - d) Respond to up to three (3) RFI's from irrigation contractor. More than three (3) RFI's may result in an additional fee.
 - e) The Landscape Irrigation Design Plan does not include as-builts unless noted.
 - (c) Task 3: Landscape Irrigation Specifications Plan includes details, notes, and tabulations that *comply with applicable regulations*.
 - a) A. Provide written Landscape Irrigation Design specifications. Specifications will cover all irrigation system components and installation procedures.

6. Quantities

Quantities will be tabulated for each of the following and as necessary to bid this project:

- (a) Traffic Control (per each phase) *(provided by CP&Y, Inc)*
- (b) Earthwork *(provided by CP&Y, Inc)*
- (c) Roadway *(provided by CP&Y, Inc)*
- (d) Retaining Walls *(provided by CP&Y, Inc)*
- (e) Removal *(provided by CP&Y, Inc)*
- (f) Drainage *(provided by K-Frieese)*
- (g) Culverts *(provided by K-Frieese.)*
- (h) Small / Large Signs *(provided by CP&Y, Inc)*
- (i) Pavement Markings *(provided by CP&Y, Inc)*
- (j) Signals *(provided by HDR)*
- (k) Illumination *(provided by CP&Y, Inc)*
- (l) Utilities *(provided by CP&Y, Inc.)*
- (m) Erosion Control and SW3P *(provided by CP&Y, Inc)*
- (n) Landscaping / Irrigation *(provided by Verdi and JAS irrigation)*

7. Summary Sheets

Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

- (a) Traffic Control (per each phase) *(provided by CP&Y, Inc)*
- (b) Earthwork *(provided by CP&Y, Inc)*
- (c) Roadway *(provided by CP&Y, Inc)*
- (d) Retaining Walls *(provided by CP&Y, Inc)*
- (e) Removal *(provided by CP&Y, Inc)*
- (f) Drainage *(provided by K-Frieese)*
- (g) Culverts *(provided by K-Frieese.)*
- (h) Small / Large Signs *(provided by CP&Y, Inc)*
- (i) Pavement Markings *(provided by CP&Y, Inc)*
- (j) Signals *(provided by HDR)*
- (k) Illumination *(provided by CP&Y, Inc)*
- (l) Utilities *(provided by CP&Y, Inc.)*
- (m) Erosion Control and SW3P *(provided by CP&Y, Inc)*
- (n) Landscaping / Irrigation *(provided by Verdi and JAS irrigation)*

8. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate standards for the project from the City of Round and TxDOT's web site. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.
- (d) An opinion of probable construction cost will be prepared at the 30%, 90% and prior to final PS&E submittal, and supplied to the City in Microsoft Excel format. Opinion of probable cost will also be broken out for each bridge class structure.

9. Bid Documents

- (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

IV. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT *(provided by CP&Y, Inc.)*

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the environmental, public involvement and PS&E phase of project development. The schedule shall incorporate and depict the various aspects of the environmental process (including review times) and the interdependence of various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report. The environmental schedule shall be incorporated into the overall project schedule.
4. Meet formally once a month with the City to review project progress. The Engineer shall attend up to 18 monthly coordination meetings with the City.
5. The Engineer shall meet with TxDOT (Georgetown Area Office and Austin District Environmental) monthly to review the status of the environmental study, discuss pending activities, and resolve any issues related to the project.
6. Prepare project meeting summaries for applicable meetings during the project development process.
7. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
8. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
9. Coordinate and review subconsultant work activities and submittals. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the City. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.
10. The Engineer shall formally close out the project and perform a documented archive process.

V. BID AND CONSTRUCTION PHASE SERVICES

A. BID PHASE SERVICES

1. The Engineer will coordinate with the City and TxDOT in all aspects of the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.

2. The Engineer will attend one pre-bid meeting.
3. The Engineer will assist the City at contract bid opening.
4. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the City.

B. CONSTRUCTION PHASE SERVICES

1. Create and submit monthly invoices suitable for payment by the City.
2. The Engineer shall attend the pre-construction meeting.
3. The Engineer shall attend up to six (6) construction meetings as requested by the City.
4. The Engineer shall provide Construction Support Services at the written request of the City project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, a mutually agreed upon level of effort, a defined deliverable and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
 - Responding to requests for information (RFIs)
 - Providing redesign as directed by the City for Change orders and documentation
 - Other project related tasks in support of the City during construction

The Engineer shall provide minor redesign as requested by the City project manager. In the event that revisions are requested, and the work is considered to be additional to that set forth on the original contract or scopes of work, the Engineer shall prepare a budget and a schedule for the additional work requested. The Engineer shall not commence work on a task prior to receiving written approval by the City.

5. Review the Application for Payment and supporting documentation submitted by the Contractor, recommended to the Owner the amount that the Contractor is to be paid on monthly estimates as required by the Construction Contract. A fourteen (14) month construction schedule is assumed.

Such recommendation for payment to the Contractor shall not be a representation that the Engineer:

- (a) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work,
 - (b) has reviewed construction means, methods, techniques, sequences, or procedures,
 - (c) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the Owner to substantiate the Contractor's right to payment,
 - (d) has ascertained how or for what purpose the Contractor has used monies previously paid by the Owner, or
 - (e) has determined that title to any of the Contractor's work has passed to the Owner free and clear of any liens, claims, security interests or encumbrances.
6. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an inspection to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final inspection together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
 7. Provide shop drawing review. The shop drawing submittals will be limited to those specifically called for in the construction contract documents (plans, standard specifications, special provisions to the standard specifications and special specifications). Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
 8. An engineer's concurrence letter and 11"x17" record drawings (one Mylar copy and a digital copy on CD) will be submitted to the Public Works Department. The Engineer and Contractor shall verify that all final revisions and changes have been made to the Mylar and digital copy prior to City submittal. Record construction drawings shall be provided to the City in digital format as AutoCAD ".dwg" files, MicroStation ".dgn" files or ESRI ".shp" files as well as PDF ".pdf" on CD. The set of Record Drawings, which are stamped by the Engineer, shall be the sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

EXHIBIT C
Kenney Fort Boulevard
Development Schedule

ID	Task Name	Duration	Start	Finish	2018				2019				2020				2021			
					Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct
1	TxDOT AFA Executed	0 days	Thu 11/1/18	Thu 11/1/18	11/1/18				◆ TxDOT AFA Executed											
2	<i>Environmental Documentation</i>	226 days	Fri 11/16/18	Mon 9/30/19																
3	Submit ENV Scope Document	0 days	Fri 11/16/18	Fri 11/16/18	11/16/18				◆ Submit ENV Scope Document											
4	Draft EA	0 days	Thu 1/31/19	Thu 1/31/19					1/31/19	◆ Draft EA										
5	Public Hearing	0 days	Tue 7/2/19	Tue 7/2/19					7/2/19	◆ Public Hearing										
6	Draft FONSI	0 days	Mon 9/2/19	Mon 9/2/19					9/2/19	◆ Draft FONSI										
7	Enviormental Clearance	0 days	Mon 9/30/19	Mon 9/30/19					9/30/19	◆ Enviormental Clearance										
8	<i>Design Phase</i>	153 days	Thu 11/1/18	Mon 6/3/19																
9	TxDOT Schematic Coordination	44 days	Thu 11/1/18	Tue 1/1/19																
10	PS&E Start	0 days	Tue 1/1/19	Tue 1/1/19	1/1/19				◆ PS&E Start											
11	60% PS&E Plan Development	24 days	Tue 1/1/19	Fri 2/1/19																
12	60% PS&E Submittal	0 days	Fri 2/1/19	Fri 2/1/19					2/1/19	◆ 60% PS&E Submittal										
13	60% PS&E Review	10 days	Mon 2/4/19	Fri 2/15/19																
14	90% PS&E Plan Development	45 days	Mon 2/18/19	Fri 4/19/19																
15	90% PS&E Submittal	0 days	Fri 4/19/19	Fri 4/19/19					4/19/19	◆ 90% PS&E Submittal										
16	90% PS&E Review	10 days	Mon 4/22/19	Fri 5/3/19																
17	Final Plan Development	21 days	Mon 5/6/19	Mon 6/3/19																
18	Submit final Plans	0 days	Mon 6/3/19	Mon 6/3/19					6/3/19	◆ Submit final Plans										
19	<i>Construction</i>	262 days	Mon 12/2/19	Tue 12/1/20																
20	Begin Construction	0 days	Mon 12/2/19	Mon 12/2/19																
21	End Construction	0 days	Tue 12/1/20	Tue 12/1/20																



Task



Milestone ◆

Summary



ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D - CP&Y, INC.

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock		
Task Description		Total Cost
<u>TOTAL LABOR COSTS</u>		
I. Surveying Services		
Geotechnical Investigations	CORSAIR	\$ 3,709.72
Utilities	CP&Y	\$ 3,000.00
<i>I. Surveying Services Subtotal</i>		\$ 6,709.72
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT		
Environmental documentation	CP&Y	\$ 1,995.00
Technical Reports	CP&Y	\$ 57,501.00
Environmental Assessment Content and Format	CP&Y	\$ 23,944.00
Public Involvement	CP&Y	\$ 40,928.00
Public Involvement	Rifeline	\$ 34,300.00
<i>II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT Subtotal</i>		\$ 158,668.00
III. PLANS, SPECIFICATIONS AND ESTIMATE		
Utility Adjustments	CP&Y	\$ 3,880.00
Utility Coordination	Cobb Fendley	\$ 30,130.00
Roadway Design Controls	CP&Y	\$ 90,290.00
Drainage Design	KFrieese	\$ 125,525.00
Signing, Markings and Signalization	CP&Y	\$ 22,165.00
Signing, Markings and Signalization - Signals	HDR	\$ 62,200.00
Miscellaneous Roadway	CP&Y	\$ 107,310.00
Miscellaneous Roadway - Signals (HDR)	HDR	\$ 20,260.00
Miscellaneous Roadway - Drainage (KFrieese)	KFrieese	\$ 14,845.00
Miscellaneous Roadway - Landscape (Verdi)	Verdi	\$ 17,900.00
Miscellaneous Roadway - Irrigation (JAS)	JAS	\$ 10,000.00
<i>III. PLANS, SPECIFICATIONS AND ESTIMATE Subtotal</i>		\$ 504,505.00
IV. PROJECT MANAGEMENT		
Project Management (12 months)	CP&Y	\$ 59,690.00
<i>IV. PROJECT MANAGEMENT Subtotal</i>		\$ 59,690.00
V. Bid and Construction Phase Services		
Bid Phase	CP&Y	\$ 5,860.00
Construction Phase	CP&Y	\$ 36,130.00
Construction Phase - Drainage	KFrieese	\$ 10,550.00
Construction Phase - Signals	HDR	\$ 22,000.00
<i>V. Bid and Construction Phase Services Subtotal</i>		\$ 74,540.00
SUBTOTAL LABOR EXPENSES		\$ 804,112.72
EXPENSES - CP&Y	CP&Y	\$ 32,972.50
EXPENSES - HDR	HDR	\$ 235.00
EXPENSES - Rifeline	Rifeline	\$ 1,956.00
EXPENSES - Verdi	Verdi	\$ 359.40
EXPENSES - Cobb Fendley	Cobb Fendley	\$ 699.06
EXPENSES - KFrieese	KFrieese	\$ 262.50
GRAND TOTAL		\$ 840,597.18
<u>SUMMARY of Cost breakdown by Firm</u>		
	CP&Y	\$ 485,665.50
	Cobb Fendley	\$ 30,829.06
	HDR	\$ 104,695.00
	KFrieese	\$ 151,182.50
	Rifeline	\$ 36,256.00
	Verdi	\$ 18,259.40
	JAS	\$ 10,000.00
	Corsair	\$ 3,709.72

Exhibit D - CP&Y, INC.

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager / RPLS	Senior CADD Operator	Survey Crew with GPS	SUE Locator 2-Man Crew	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$140.00	\$120.00	\$150.00	\$150.00	\$104.00		
<u>I. Surveying Services</u>							
E Geotechnical Investigations							
E1 Soil Borings							
a Performed by CORSAIR						0	\$ -
H Utilities							
H1 Provide QL-B SUE extension on Gattis				20		20	\$ 3,000.00
							\$ -
						20	\$ 3,000.00
I. Surveying Services- SUBTOTAL							
HOURS SUB-TOTALS	0	0	0	20	0	20	\$ 3,000.00
SUBTOTAL	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -		\$3,000.00

Exhibit D - CP&Y, INC.

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock											
Fee Schedule/Budget for CP&Y, Inc.											
Task Description	Project Manager	Senior Engineer	Environ Manager	Senior Environ Specialist	Environ Specialist	Senior Architectural Historian	Biologist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$195.00	\$130.00	\$115.00	\$135.00	\$104.00	\$85.00	\$104.00		
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT											
A Environmental documentation											
a & b Scope Development Tool	1	-	1	2	-	-	-	-	-	4	\$ 665.00
c & d Classification Letter	2	-	2	4	-	-	-	-	-	8	\$ 1,330.00
										12	\$ 1,995.00
B Technical Reports											
a Prepare Project Description Report	4	4	4	8	16	-	-	4	-	40	\$ 5,520.00
b Complete Community Impact Assessment Form	2	-	2	4	12	-	-	4	-	24	\$ 3,050.00
c Update Jurisdictional Waters Technical Report	2	-	4	4	-	-	16	2	-	28	\$ 3,554.00
d1 Update Biological Resources Technical Report	2	-	4	4	-	-	16	2	-	28	\$ 3,554.00
d2 Complete Biological Evaluation Form and Tier Site Assessment Form	2	-	4	4	-	-	16	-	-	-	\$ 3,384.00
e Prepare Historic Project Coordination Request and Research Design	1	-	2	-	-	8	-	4	-	15	\$ 2,020.00
f Prepare Historic Resources Survey Report (and conduct survey)	2	-	2	-	-	24	-	4	-	32	\$ 4,390.00
g & h Prepare Archeological Background Study (SWCA)	1	-	1	-	-	-	-	-	-	2	\$ 405.00
i Prepare Air Quality Technical Report	2	-	2	4	4	-	-	8	-	20	\$ 2,470.00
j Prepare Traffic Noise Technical Report (includes modeling/analysis)	2	-	6	16	60	-	-	24	-	108	\$ 12,610.00
k Update Hazardous Materials Report (and complete ISA Form)	2	-	4	8	16	-	-	4	-	34	\$ 4,420.00
l Prepare Indirect Impacts Technical Report	4	-	6	8	16	-	8	4	-	46	\$ 6,062.00
m Prepare Cumulative Impacts Technical Report	4	-	6	8	16	-	8	4	-	46	\$ 6,062.00
										423	\$ 57,501.00
C Environmental Assessment Content and Format											
a Prepare Draft Environmental Assessment	12	4	16	30	40	-	4	8	-	114	\$ 15,916.00
b Prepare Final Environmental Assessment	6	2	8	12	24	-	2	4	-	58	\$ 8,028.00
										172	\$ 23,944.00
D Public Involvement											
a Update Stakeholder List (RIFELINE)	-	-	-	-	-	-	-	-	-		\$ -
b Stakeholder Meetings (up to 10)	20	20	-	20	-	-	-	10	4	74	\$ 11,466.00
c Public Hearing (Plan, Schedule, Coordinate, Attend and prepare required report)	24	12	24	16	40	-	-	16	4	136	\$ 20,216.00
d Noise Workshop (Plan, Schedule, Coordinate, Attend and prepare required report)	8	6	12	12	12	-	-	10	4	64	\$ 9,246.00
										274	\$ 40,928.00
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT- SUBTOTAL											
HOURS SUB-TOTALS	103	48	110	164	256	32	70	112	12	881	\$ 124,368.00
SUBTOTAL	\$ 21,630.00	\$ 8,160.00	\$ 21,450.00	\$ 21,320.00	\$ 29,440.00	\$ 4,320.00	\$ 7,280.00	\$ 9,520.00	\$ 1,248.00		\$124,368.00

Exhibit D - CP&Y, INC.

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Senior CADD Operator	CADD Operator	GIS Specialist	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$135.00	\$105.00	\$210.00	\$120.00	\$105.00	\$85.00		
III. PLANS, SPECIFICATIONS AND ESTIMATE										
A Utility Adjustments										
A1 Utilities	-	-	-	-	-	-	-	-		\$ -
a Utility Coordination - Performed by Cobb Fendley	-	-	-	-	-	-	-	-		\$ -
d Creat utility layouts for coordination	4	8	-	16	-	-	-	-	28	\$ 3,880.00
									28	\$ 3,880.00
B Roadway Design Controls										
B1 Miscellaneous Plans	-	-	-	-	-	-	-	-		\$ -
a Title Sheet	1	-	1	4	-	-	-	-	6	\$ 765.00
b Index of Sheets	1	-	1	6	-	-	-	-	8	\$ 975.00
c Project Layout 1"=200'	1	-	4	4	-	-	-	-	9	\$ 1,170.00
d Benchmark Layout 1"=200'	2	-	2	4	-	-	-	-	8	\$ 1,110.00
B2 Roadway Plans & Geometry	-	-	-	-	-	-	-	-		\$ -
a Existing Typical Sections	-	-	2	6	-	-	-	-	8	\$ 900.00
b Proposed Typical Sections	2	2	4	8	-	6	-	-	22	\$ 2,860.00
c Horizontal Data Sheet	1	-	1	2	-	-	-	-	4	\$ 555.00
d KFB Plan & Profile Sheets 1"=100' H and 1"=10' V	8	16	40	112	-	40	20	-	236	\$ 28,460.00
e Gattis School Plan & Profile Sheets 1"=100' H and 1"=10' V	1	4	6	30	-	14	5	-	60	\$ 7,055.00
f Supplemental Grading Sheets 1"=40'	2	8	8	16	-	16	-	-	50	\$ 6,460.00
g Removal Sheets 1"=100'	-	2	6	12	-	-	-	-	20	\$ 2,410.00
B3 Grading and Details	-	-	-	-	-	-	-	-		\$ -
a 50-ft cross sections	4	8	30	120	-	-	-	-	162	\$ 18,850.00
b Intersection layouts (5 locations) 1"=40'	2	6	12	40	-	30	12	-	102	\$ 12,120.00
c Driveway Details	-	1	1	4	-	-	-	-	6	\$ 725.00
d Driveway Profiles	-	1	1	4	-	-	-	-	6	\$ 725.00
e Miscellaneous roadway details	2	4	8	10	-	16	-	-	40	\$ 5,150.00
									747	\$ 90,290.00
C Drainage Design										
a Performed by Kfrieese	-	-	-	-	-	-	-	-		\$ -
									0	\$ -
D Signing, Markings and Signalization										
D1 Site visits of project corridor and surrounding areas	-	-	-	-	-	-	-	-		\$ -
a Small Signing & Pavement marking layouts 1"=100'	4	6	12	30	-	16	24	-	92	\$ 11,070.00
b Pavement Marking Details	2	4	-	8	-	-	-	-	14	\$ 1,940.00
c Detail sheets for small signs	2	-	4	8	-	-	-	-	14	\$ 1,800.00
D2 Large Guide Signs	-	-	-	-	-	-	-	-		\$ -
a Large Guide Sign Layout	1	-	1	10	-	-	10	-	22	\$ 2,445.00
a Large Guide Sign Details	2	-	2	8	-	-	4	-	16	\$ 1,950.00
b Large Guide Sign overhead sign elevations	1	1	2	10	-	-	12	-	26	\$ 2,960.00
D2 Signalization	-	-	-	-	-	-	-	-		\$ -
a Performed by HDR	-	-	-	-	-	-	-	-		\$ -
									184	\$ 22,165.00
E Miscellaneous Roadway										
E1 Retaining Walls	-	-	-	-	-	-	-	-		\$ -
a Investigate wall locations and determine wall type	-	2	-	1	-	-	-	-	3	\$ 445.00
b Retaining Wall Location Map	-	1	-	7	-	-	-	-	8	\$ 905.00
c Retaining Wall Plan and Profile 1"=40' H 1"=10' V	2	4	12	45	-	12	24	-	99	\$ 11,405.00
E2 Traffic Control Plan	-	-	-	-	-	-	-	-		\$ -
a TCP Typicals	2	2	-	10	-	16	-	-	30	\$ 3,730.00
b TCP Overview	-	1	-	10	-	8	-	-	19	\$ 2,180.00
c TCP Advanced Warning Layouts 1"=400'	-	2	-	6	-	-	4	-	12	\$ 1,390.00
d TCP Narrative for Sequence of Construction	2	6	-	-	-	-	-	-	8	\$ 1,440.00
e TCP Plans Sheets 1"=100'	6	16	32	60	-	24	16	-	154	\$ 19,160.00
f TCP Details - Non Standard	-	1	-	4	-	-	-	-	5	\$ 590.00
g TxDOT Coordination	4	4	-	-	-	-	-	-	8	\$ 1,520.00
h TCP Construction Schedule Developed	2	4	-	-	-	-	-	-	6	\$ 1,100.00

Kenney Fort Blvd Exhibit D.xlsx

Exhibit D - CP&Y, INC.

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Senior CADD Operator	CADD Operator	GIS Specialist	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$135.00	\$105.00	\$210.00	\$120.00	\$105.00	\$85.00		
E3 Illumination	-	-	-	-	-	-	-	-		\$ -
a Continuous Lighting Layouts	4	8	30	40	-	16	40	-	138	\$ 16,570.00
b Electrical Circuit Plans and Details	-	4	4	16	-	-	-	-	24	\$ 2,900.00
c State and Utility Coordination, Power Source Coordination	4	-	-	-	-	-	-	-	4	\$ 840.00
E4 Landscaping	-	-	-	-	-	-	-	-		\$ -
Performed by Verdi	-	-	-	-	-	-	-	-		\$ -
E5 Irrigation	-	-	-	-	-	-	-	-		\$ -
Performed by JAS	-	-	-	-	-	-	-	-		\$ -
E6 Quantities	-	-	-	-	-	-	-	-		\$ -
a Traffic Control	-	-	2	4	-	-	4	-	10	\$ 1,110.00
b Earthwork	2	2	2	8	-	-	-	-	14	\$ 1,870.00
c Roadway	1	2	2	6	-	-	8	-	19	\$ 2,290.00
d Retaining Walls	-	1	1	4	-	-	-	-	6	\$ 725.00
e Removal	-	1	1	8	-	-	8	-	18	\$ 1,985.00
f Drainage	-	-	-	-	-	-	-	-		\$ -
g Culverts	-	-	-	-	-	-	-	-		\$ -
h Signs	-	1	2	8	-	-	8	-	19	\$ 2,120.00
i Pavement Markings	1	2	-	8	-	-	8	-	19	\$ 2,230.00
j Signals	1	2	2	8	-	-	-	-	13	\$ 1,660.00
k Illumination	-	1	1	8	-	-	8	-	18	\$ 1,985.00
l Utilities	-	-	-	-	-	-	-	-		\$ -
m Erosion Control and SW3P	-	-	-	-	-	-	-	-		\$ -
n Landscaping and Irrigation	-	-	-	-	-	-	-	-		\$ -
E7 Summary Sheets	-	-	-	-	-	-	-	-		\$ -
a Traffic Control	1	-	-	2	-	-	2	-	5	\$ 630.00
b Earthwork	-	-	-	2	-	-	2	-	4	\$ 420.00
c Roadway	1	1	-	2	-	-	2	-	6	\$ 800.00
d Retaining Walls	-	1	-	2	-	-	2	-	5	\$ 590.00
e Removal	-	-	-	2	-	-	2	-	4	\$ 420.00
f Drainage	-	-	-	-	-	-	-	-		\$ -
g Culverts	-	-	-	-	-	-	-	-		\$ -
h Signs	-	-	-	2	-	-	2	-	4	\$ 420.00
i Pavement Markings	1	-	-	2	-	-	2	-	5	\$ 630.00
j Signals	-	1	-	2	-	-	2	-	5	\$ 590.00
k Illumination	1	1	-	2	-	-	2	-	6	\$ 800.00
l Utilities	-	-	-	2	-	-	2	-	4	\$ 420.00
m Erosion Control and SW3P	-	-	-	-	-	-	-	-		\$ -
n Landscaping and Irrigation	-	-	-	-	-	-	-	-		\$ -
E8 Standards, Specifications and Estimate	-	-	-	-	-	-	-	-		\$ -
a Download, Prepare and Modify Standards	1	2	-	16	-	-	-	-	19	\$ 2,230.00
b Specifications	4	16	-	4	-	-	-	-	24	\$ 3,980.00
c General Notes	4	12	-	2	-	-	-	-	18	\$ 3,090.00
d Preliminary Cost Estimate and item price identification	8	8	-	16	-	-	-	-	32	\$ 4,720.00
E9 Prepare contract bid documents and proposals	4	8	20	24	-	-	-	-	56	\$ 7,420.00
III. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL									851	\$ 107,310.00
HOURS SUB-TOTALS	99	188	259	815	0	214	235	0	1,810	\$ 223,645.00
SUBTOTAL	\$ 20,790.00	\$ 31,960.00	\$ 34,965.00	\$ 85,575.00	\$ -	\$ 25,680.00	\$ 24,675.00	\$ -		\$223,645.00

Exhibit D - CP&Y, INC.

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs	
		\$210.00	\$170.00	\$135.00	\$105.00	\$104.00	\$195.00			
IV. PROJECT MANAGEMENT										
A	Project Management (12 months)									
	A1	Create and submit monthly invoices	18	-	-	-	18	-	36	\$ 5,652.00
	A2	Prepare monthly progress reports	9	4	-	-	-	-	13	\$ 2,570.00
		Prepare schedule	4	-	6	-	-	-	10	\$ 1,650.00
	A3	Meet with City twice a month,up to 18 meetings	36	30	-	-	-	-	66	\$ 12,660.00
	A3	Meet with City twice a month,up to 18 meetings	36	16	-	-	-	-	52	\$ 10,280.00
	A4	Prepare project meeting summaries	24	12	-	-	-	-	36	\$ 7,080.00
	A5	Meet with property owners, stakeholders, and City	12	12	-	-	-	-	24	\$ 4,560.00
	A6	Meet with other Stakeholders every 2 months	8	8	-	-	-	-	16	\$ 3,040.00
	A7	Internal Design Team Meetings	12	12	10	10	-	-	44	\$ 6,960.00
	A8	Monitor and Review Sub-consultant invoices	8	-	-	-	3	-	11	\$ 1,992.00
	A9	Coordinate and Review Sub-consultant work products	6	2	-	-	-	-	8	\$ 1,600.00
	A10	Project Closeout	2	-	6	-	4	-	12	\$ 1,646.00
									328	\$ 59,690.00
	IV. PROJECT MANAGEMENT - SUBTOTAL									
	HOURS SUB-TOTALS		175	96	22	10	25	0	328	\$ 59,690.00
	SUBTOTAL		\$ 36,750.00	\$ 16,320.00	\$ 2,970.00	\$ 1,050.00	\$ 2,600.00	\$ -		\$ 59,690.00

Exhibit D - CP&Y, INC.

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
		\$210.00	\$170.00	\$135.00	\$105.00	\$104.00	\$195.00		
<u>V. Bid and Construction Phase Services</u>									
A	Bid Phase								
	A1 Coordinate with City during Bid Package	4	-	10	5	-	-	19	\$ 2,715.00
	A2 Attend pre-bid meeting	3	3	-	-	-	-	6	\$ 1,140.00
	A3 Assist City at contract bid opening	2	-	-	1	-	-	3	\$ 525.00
	A4 Tabulate bids, research low bidder, make recommendation	1	5	-	4	-	-	10	\$ 1,480.00
								38	\$ 5,860.00
B	Construction Phase								
	B1 Create and submit monthly invoices (14 months)	6	-	-	-	10	-	16	\$ 2,300.00
	B2 Prepare for and attend pre-construction meeting	4	-	-	2	-	-	6	\$ 1,050.00
	B3 Attend up to 6 construction meetings	12	40	-	-	-	-	52	\$ 9,320.00
	B4 Respond to RFI's, make updates as agreed	8	-	20	60	-	-	88	\$ 10,680.00
	B5 Review Contractor Pay Applications (14 months)	6	-	20	-	-	-	26	\$ 3,960.00
	B6 Conduct final site visit for substantial completion	6	4	-	2	-	-	12	\$ 2,150.00
	B7 Provide shop drawing review	1	4	-	12	-	-	17	\$ 2,150.00
	B8 Develop as-builts	1	8	-	50	-	-	59	\$ 6,820.00
								260	\$ 36,130.00
	V. Bid and Construction Phase Services- SUBTOTAL								
	HOURS SUB-TOTALS	54	64	50	136	10	0	314	\$ 44,290.00
	SUBTOTAL	\$ 11,340.00	\$ 10,880.00	\$ 6,750.00	\$ 14,280.00	\$ 1,040.00	\$ -		\$ 44,290.00

Exhibit D - CP&Y, INC.

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	200	\$ 300.00
Mylar Plots (22x34 As-Built)	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	1,500	\$ 150.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	1,000	\$ 150.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	500	\$ 500.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	100	\$ 180.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	4	\$ 100.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	350	\$ 192.50
GPS Rental	day	\$ 80.000	5	\$ 400.00
HazMat Database Search	each	\$ 250.000	2	\$ 500.00
SUE (Quality Level C and D)	lf	\$ 0.550		\$ -
SUE (Quality Level B - Utility Designation)	lf	\$ 1.500		\$ -
SUE (Quality Level A - Utility Locate, Test Holes)				\$ -
Level A: 0 to 5 ft.	each	\$ 1,200.000	10	\$ 12,000.00
Level A: > 6 to 8 ft.	each	\$ 1,500.000	5	\$ 7,500.00
Level A: > 8 to 10 ft.	each	\$ 1,800.000	5	\$ 9,000.00
Level A: > 10 to 12 ft.	each	\$ 2,000.000	1	\$ 2,000.00
Level A: > 20 ft.	each			\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	
SUBTOTAL DIRECT EXPENSES				\$ 32,972.50

Exhibit D - K Friese and Associates

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$190.00	\$160.00	\$110.00	\$100.00	\$85.00	\$60.00		
<u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u>								
C Drainage Design								
C2 Crossing Structure Hydrology and Hydraulic Analysis								\$ -
a Data Collection	-	-	4	6	-	-	10	\$ 1,040.00
b Hydrology : External Drainage Area Maps	2	6	8	16	8	-	40	\$ 4,500.00
c Hydraulic Analysis	4	15	20	40	12	-	91	\$ 10,380.00
d Drainage Report	2	6	10	16	2	-	36	\$ 4,210.00
e Culvert Layout sheets	2	24	32	40	16	-	114	\$ 13,100.00
f Culvert Hydraulic Data Sheets	2	2	4	8	16	-	32	\$ 3,300.00
g Culvert Standards and Details	2	4	24	24	16	-	70	\$ 7,420.00
C3 Dyer Creek Hydrology and Hydraulic Impact Analysis								\$ -
a Data Collection	-	-	2	2	-	-	4	\$ 420.00
b Hydrology	2	2	6	6	-	-	16	\$ 1,960.00
c Hydraulic Analysis	2	2	10	12	-	-	26	\$ 3,000.00
C4 Storm Sewer Design								\$ -
a Interior Drainage Area Maps	4	8	24	56	56	-	148	\$ 15,040.00
b Inlet computations	4	8	16	28	6	-	62	\$ 7,110.00
c Storm sewer hydraulics	4	8	24	36	6	-	78	\$ 8,790.00
d Storm sewer plan and profile sheets	8	10	60	90	80	-	248	\$ 25,520.00
e Ditch hydraulics	2	6	10	24	6	-	48	\$ 5,350.00
f Drainage standards and details	2	2	4	4	3	-	15	\$ 1,795.00
g Trench protection and special shoring	-	2	4	4	-	-	10	\$ 1,160.00
C7 SW3P and Erosion Control								\$ -
a Erosion Control Plans	-	2	16	30	48	-	96	\$ 9,160.00
b SW3P Plan	-	2	4	6	-	-	12	\$ 1,360.00
c Erosion Control Details	-	2	2	2	2	-	8	\$ 910.00
							1,048	\$ 125,525.00
E Miscellaneous Roadway								
E6 Quantities					-	-		\$ -
g Culverts	2	2	8	16	-	-	28	\$ 3,180.00
h Storm Sewer	2	2	24	24	-	-	52	\$ 5,740.00
i SW3P and Erosion Control	1	1	6	8	-	-	16	\$ 1,810.00
E7 Summary Sheets					-	-		\$ -
g Culverts	-	1	2	4	1	-	8	\$ 865.00
h Storm Sewer	-	1	2	4	1	-	8	\$ 865.00
i SW3P and Erosion Control		1	2	4	1	-	8	\$ 865.00
E8 Standards, Specifications and Estimate					-	-		\$ -
b Specifications	-	2	4	-	-	-	6	\$ 760.00
c General Notes	-	2	4	-	-	-	6	\$ 760.00
							132	\$ 14,845.00
II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL								
HOURS SUB-TOTALS	47	123	336	510	280	0	1,296	\$ 140,370.00
SUBTOTAL	\$ 8,930.00	\$ 19,680.00	\$ 36,960.00	\$ 51,000.00	\$ 23,800.00	\$ -		\$140,370.00

Exhibit D - K Friese and Associates

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$190.00	\$160.00	\$110.00	\$100.00	\$85.00	\$60.00		
IV. Bid and Construction Phase Services									
B	Construction Phase								
	B4 Respond to RFI's, make updates as agreed	2	6	18	24	10	-	60	\$ 6,570.00
	B8 Develop as-builts	2	2	4	8	24	-	40	\$ 3,980.00
								100	\$ 10,550.00
	IV. Bid and Construction Phase Services- SUBTOTAL								
	HOURS SUB-TOTALS	4	8	22	32	34	0	100	\$ 10,550.00
	SUBTOTAL	\$ 760.00	\$ 1,280.00	\$ 2,420.00	\$ 3,200.00	\$ 2,890.00	\$ -		\$ 10,550.00

Exhibit D - K Friese and Associates

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots (22x34 As-Built)	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	500	\$ 50.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	500	\$ 75.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	250	\$ 137.50
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	
SUBTOTAL DIRECT EXPENSES				\$ 262.50

Exhibit D - HDR

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for HDR

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$250.00	\$200.00	\$170.00	\$120.00	\$100.00	\$90.00		
II. PLANS, SPECIFICATIONS AND ESTIMATE								
A Roadway Design Controls								
1 Signalization	-	-	-	-	-	-		\$ -
a Field Data Collection	4	-	4		-	-	8	\$ 1,680.00
b Utility and Power Coordination	4	-	8	-	-	-	12	\$ 2,360.00
c Existing Layouts	2	-	4	8	16	4	34	\$ 4,100.00
d Proposed Signal Layouts	2	16	16	24	40	4	102	\$ 13,660.00
e Phasing & Signing Sheets	2	-	16	24	40	-	82	\$ 10,100.00
f Conduit & Conductor Schedules	2	-	16	24	40	-	82	\$ 10,100.00
g Traffic Signal Elevations	2	-	16	24	40	-	82	\$ 10,100.00
h Vehicle Detection Details	2	-	16	24	40	-	82	\$ 10,100.00
							484	\$ 62,200.00
B Miscellaneous Roadway								
1 Signals Quantities	2		16	32			50	\$ 7,060.00
2 Signal Summary Sheets			2	4	8		14	\$ 1,620.00
3 Standards, Specifications and Estimate								\$ -
a Download, Prepare and Modify Standards	2		2	8	16		28	\$ 3,400.00
b Specifications	2		4	8			14	\$ 2,140.00
c General Notes	2		4	8	8		22	\$ 2,940.00
d Preliminary Cost Estimate and item price identification	2		4	16			22	\$ 3,100.00
								\$ -
							150	\$ 20,260.00
II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL								
HOURS SUB-TOTALS	30	16	128	204	248	8	634	\$ 82,460.00
SUBTOTAL	\$ 7,500.00	\$ 3,200.00	\$ 21,760.00	\$ 24,480.00	\$ 24,800.00	\$ 720.00		\$82,460.00

Exhibit D - HDR

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs	
		\$250.00	\$200.00	\$170.00	\$120.00	\$100.00	\$90.00			
IV. Bid and Construction Phase Services										
A	Bid Phase Services									
	1	Preparation of Bid Documents	2	2	4	8			16	\$ 2,540.00
	2	Pre-bid meeting								\$ -
	3	Respond to design questions	2	2	8	8			20	\$ 3,220.00
									36	\$ 5,760.00
B	Construction Phase Services									
	1	Construction Support Services	12		16	8	4		40	\$ 7,080.00
	2	Provide shop drawing review	2	6	16				24	\$ 4,420.00
	3	Develop as-builts and concurrence letter	2		4	8	26		40	\$ 4,740.00
									104	\$ 19,460.00
	IV. Bid and Construction Phase Services- SUBTOTAL									
	HOURS SUB-TOTALS		20	10	48	32	30	0	140	\$ 22,000.00
	SUBTOTAL		\$ 5,000.00	\$ 2,000.00	\$ 8,160.00	\$ 3,840.00	\$ 3,000.00	\$ -		\$ 22,000.00

Exhibit D - HDR

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots (22x34 As-Built)	lf	\$ 6.00	0	\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15	500	\$ 75.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	2	\$ 50.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	200	\$ 110.00
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	
SUBTOTAL DIRECT EXPENSES				\$ 235.00

Exhibit D - Rifeline

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Rifeline

Task Description	Project Principal	Senior Project Coordinator	Project Coordinator	Project Assistant	Admin / Clerical		Total Labor Hours	Total Direct Labor Costs
	\$200.00	\$170.00	\$150.00	\$120.00	\$50.00			
<i>II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</i>								
D Public Involvement								
Prepare montly invoices, progress reports								\$ -
Invoices		9			18		27	\$ 2,430.00
Status Reports		9			18		27	\$ 2,430.00
Update Stakeholder list				10			10	\$ 1,200.00
Stakeholder Meetings (up to 10)	15	20					35	\$ 6,400.00
Public Hearing (plan, schedule, coordinate, advertise, attend & prepare required report)	20	35		35			90	\$ 14,150.00
Noise workshop (plan, schedule, coordinate, and attend)	12	17		20			49	\$ 7,690.00
							238	\$ 34,300.00
II. - SUBTOTALS								
HOURS SUB-TOTALS	47	90	0	65	36	0	238	\$ 34,300.00
SUBTOTAL	\$ 9,400.00	\$ 15,300.00	\$ -	\$ 7,800.00	\$ 1,800.00	\$ -		\$34,300.00

Exhibit D - Rifeline

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Expenses for Rifeline

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	600	\$ 60.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	700	\$ 700.00
11" X 17" Color Paper Copies	sheet	\$ 1.80	100	\$ 180.00
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44	400	\$ 176.00
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	1,500	\$ 825.00
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 1,956.00

Exhibit D - Cobb Fendley

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Cobb Fendley

Task Description	Project Manager	Senior Engineer	Project Engineer	Utility Specialist	Senior Technician	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$185.00	\$225.00	\$125.00	\$140.00	\$135.00	\$100.00		
1 UTILITY COORDINATION								
60% Design Phase								
1(b)(i) Coordination/Team Meetings (up to 4 meetings)	4		10	10		2	26	\$ 3,590.00
1(b)(ii) Updates to Existing Utility Layouts			2		4		6	\$ 790.00
1(b)(iii) 60% Conflict Assessment & Strip Map	1	3	16	2	8	2	32	\$ 4,420.00
1(b)(iv) Evaluate Relocation Alternatives		4	4	4			12	\$ 1,960.00
1(b)(v) Prepare Proposed Utility Layouts	1	2	8	3	10		24	\$ 3,405.00
1(b)(vi) Coordinate Reimbursable and Non-Reimbursable Agreements/Relocations			4	16			20	\$ 2,740.00
90% & 100% Design Phase								
1(c)(i) Coordination/Team Meetings (up to 3 meetings)	2		6	6		2	16	\$ 2,160.00
1(c)(ii) Updates to Existing & Proposed Utility Layouts			4		8		12	\$ 1,580.00
1(c)(iii) 90% & 100% Conflict Assessment & Strip Map	1	3	16	2		2	24	\$ 3,340.00
1(c)(iv) Secure Reimbursable and Non-Reimbursable Adjustments		4	6	20			30	\$ 4,450.00
1(c)(v) Utility Schedule and Sequencing		2	4	1			7	\$ 1,090.00
1(c)(vi) Prepare Utility Certifications	1			3			4	\$ 605.00
							213	\$ 30,130.00
III. - SUBTOTALS								
HOURS SUB-TOTALS	10	18	80	67	30	8	213	\$ 30,130.00
SUBTOTAL	\$ 1,850.00	\$ 4,050.00	\$ 10,000.00	\$ 9,380.00	\$ 4,050.00	\$ 800.00		\$30,130.00

Exhibit D - Cobb Fendley

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	150	\$ 225.00
Mylar Plots	lf	\$ 6.00	0	\$ -
Digital Ortho Plotting	lf	\$ 2.00	0	\$ -
11" X 17" Mylar	sheet	\$ 1.00	0	\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00	0	\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	100	\$ 180.00
Fax Copies	sheet	\$ 0.10	0	\$ -
Film and Development	roll	\$ 8.00	0	\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50	0	\$ -
Oversized Digital Color Prints	picture	\$ 50.00	0	\$ -
Standard Postage	letter	\$ 0.44	24	\$ 10.56
Express Mail (Standard)	each	\$ 15.00	0	\$ -
Express Mail (Oversized)	each	\$ 30.00	0	\$ -
Deliveries	each	\$ 25.00	4	\$ 100.00
Airfare	each	\$ 200.00	0	\$ -
Rental Car	day	\$ 80.00	0	\$ -
Lodging	day	\$ 85.00	0	\$ -
Meals	day	\$ 36.00	0	\$ -
Mileage	mile	\$ 0.545	300	\$ 163.50
GPS Rental	day	\$ 80.000	0	\$ -
HazMat Database Search	each	\$ 250.000	0	\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 699.06

Exhibit D - Verdi

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for Verdi

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$100.00	\$75.00	\$0.00	\$0.00	\$0.00	\$45.00		
<u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u>								
E4 LANDSCAPE ARCHITECTURE								
a Coordinate with project engineer	4						4	\$ 400.00
b Prepare landscape, detail and specifications sheets (10) for construction.	175						175	\$ 17,500.00
							179	\$ 17,900.00
II. PLANS, SPECIFICATIONS AND ESTIMATE SUBTOTALS								
HOURS SUB-TOTALS	179	0	0	0	0	0	179	\$ 17,900.00
SUBTOTAL	\$ 17,900.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$17,900.00

Exhibit D - Verdi

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50	36	\$ 54.00
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	50	\$ 5.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80	28	\$ 50.40
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00	4	\$ 200.00
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00	2	\$ 50.00
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ 359.40

Exhibit D - JAS

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for JAS

Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
<u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u>								
E5 Irrigation								
a Landscape Irrigation Plan								\$ 10,000.00
							0	\$ 10,000.00
II. PLANS, SPECIFICATIONS AND ESTIMATE SUBTOTALS								
HOURS SUB-TOTALS	0	0	0	0	0	0	0	\$ 10,000.00
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$10,000.00

Exhibit D - JAS

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock				
Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10		\$ -
11" X 17" B/W Paper Copies	sheet	\$ 0.15		\$ -
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00		\$ -
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550		\$ -
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
				\$ -
SUBTOTAL DIRECT EXPENSES				\$ -

Exhibit D - CORSAIR

Lump Sum Basis

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock****Fee Schedule/Budget for Corsair**

Soil Borings	Quantity		Fee	Total
10' Pavement Borings	2	Each	\$ 200.00	\$ 400.00
Bucket Samples	0	Each	\$ 100.00	\$ -
Mileage	0	Each	\$ 0.55	\$ -
Utility Clearing and boring Staking EIT	1	Hours	\$ 86.80	\$ 86.80
Field engineer EIT Logging	2	Hours	\$ 86.80	\$ 173.60
Traffic Control	1	Day	\$1,800	\$ 1,800.00
			Sub Total	\$ 2,460.40
Laboratory Testing				
Atterberg Limits Tests	4	Each	\$ 65.00	\$ 260.00
Sieve Analyses Full Sieve with D50, D90	4	Each	\$ 120.00	\$ 480.00
Soluble Sulfate Content	2	Each	\$ 25.00	\$ 50.00
Eades and Grim (ASTM D6276) pH/lime series	0	Each	\$ 290.00	\$ -
UU Triax Compression	0	Each	\$ 180.00	\$ -
Resilient Modulus Testing of the Subgrade	0	Each	\$ 500.00	\$ -
Moisture Content of Soil	4	Each	\$ 8.00	\$ 32.00
			Sub Total	\$ 822.00
Engineering	No. Hours	Billing Rate		Total
Project Manager	0	Per Hour	\$ 200.28	\$ -
Senior Engineer	0	Per Hour	\$ 126.86	\$ -
Design Engineer	2	Per Hour	\$ 126.86	\$ 253.72
EIT	2	Per Hour	\$ 86.80	\$ 173.60
			Sub Total	\$ 427.32
		Grand Total		\$ 3,709.72

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.

CP&Y, Inc.
Austin, TX United States

Certificate Number:
2018-415604

Date Filed:
10/17/2018

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.

Kenney Fort Blvd (Seg 2 & 3)
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chiang, Walter	Dallas, TX United States	X	
	Patel, Pete	Dallas, TX United States	X	
	Roohms, J.J.	Austin, TX United States	X	
	Vergara, Marisa	San Antonio, TX United States	X	
	Hays, David	Dallas, TX United States	X	
	Boswell, Jeremy	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

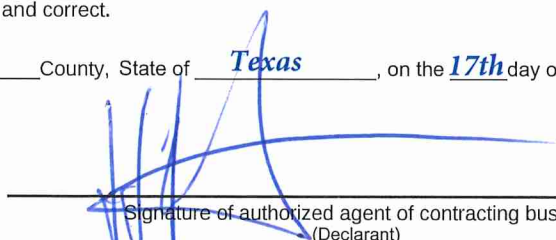
6 UNSWORN DECLARATION

My name is James J. Roohms, and my date of birth is 3/3/1970.

My address is 13809 Research Blvd, Ste 300, Austin, TX, 78750, 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 17th day of October, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with Capital Metropolitan Transportation Authority for transit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$4,858,242.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-6060

The City Council approved the expansion of Route 50 and Route 980 during the FY 19 budget process. Amendment No. 1 to the Interlocal Agreement (ILA) with Capital Metro reflects the additional service hours of the expansion and the reduction of cost for Route 52. In the original ILA Route 52 was costed to operate with two vehicles, only one vehicle is required. The net effect of the expansion of Routes 50 and 980 and the cost reduction for Route 52 is an overall, five-year increase of \$188,905. The Schedule of Fees in Amendment No. 1 replaces the Schedule of Fees in the original ILA. The yearly breakdown is as follows:

Year 1

Total Cost \$839,553

Federal Funds \$419,776.50

Local Cost \$419,776.50

Year 2

Total Cost \$955,225.36

Federal Funds \$477,612.68

Local Cost \$477,612.68

Year 3

Total Cost \$987,461.69

Federal Funds \$493,730.85

Local Cost \$493,730.85

Year 4

Total Cost \$1,020,774.25

Federal Funds \$510,387.13

Local Cost \$510,387.13

Year 5

Total Cost \$1,055,230.84

Federal Funds \$527,615.42

Local Cost \$527,615.42

Cost: \$4,858,242

Source of Funds: General Fund

RESOLUTION NO. R-2018-6060

WHEREAS, the City of Round Rock has previously entered into an Interlocal Agreement with the Capital Metropolitan Transportation Authority (the “CMTA”) for fixed route and commuter service into Austin and reverse commuter service to Round Rock, and

WHEREAS, the City now desires to enter into Amendment No. 1 to the Interlocal Agreement with CMTA to add additional service hours to the Agreement and make changes to the reporting procedures and holiday hours, 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 Amendment No. 1 to the Interlocal Agreement with the Capital Metropolitan Transportation Authority, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

“A”

AMENDMENT 1

TO THE INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF ROUND ROCK

(Contract Transit Services)

This Amendment (“Amendment 1”) is between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”), and the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (“City”), each individually referred to as “Party” and collectively referred to as “Parties”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The City and Capital Metro entered into an Interlocal Agreement (“Agreement”), dated effective May 4, 2017, for fixed route and commuter service into Austin and reverse commuter service to Round Rock (“Transit Services”).

WHEREAS, The City desires to add additional service hours to the Agreement and make changes to the reporting procedures and holiday hours.

WHEREAS, the terms of this amendment are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement, the language in Amendment 1 will control.

In consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows:

AGREEMENT

1. **Scope of Services.** Attachment SOS-1, Scope of Services of the Agreement is deleted and replaced in its entirety by the Attachment SOS-1, Scope of Services attached to this Amendment 1. The Attachment SOS-1, Scope of Services attached to this Amendment 1 reflects changes in the hours of service, vehicle requirements for Round Rock Tech Ridge Limited, holiday language and reporting requirements.
2. **Fees.** Attachment SFP-1, Schedule of Fees and Payment, of the Agreement is deleted and replaced in its entirety by the Attachment SFP-1, Schedule of Fees and Payment attached to this Amendment 1. The total fees under the Agreement shall not exceed \$4,858,242 and shall be based on the Attachment SFP-1, Schedule of Fees and Payments attached to this Amendment 1.

CERTIFICATIONS

The Parties certify that: (a) the Transit Services specified herein are necessary and essential and are properly within the statutory functions of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the Transit Services, supplies or materials contracted for are not required by paragraph 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder not is this Agreement prohibited by Chapter 791 of the Texas Government Code; and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its authority.

IN WITNESS WHEREOF, the Parties have caused this Amendment 1 to be executed by their respective undersigned duly authorized as of the last signature date below.

Capital Metropolitan Transportation Authority

City of Round Rock

By: _____

By: _____

Date: _____

Date: _____

Attachments:

ATTACHMENT SOS-1 Scope of Services

ATTACHMENT SFP-1 Schedule of Fees and Payments

ATTACHMENT - SOS-1- Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and commuter express services by Capital Metro for the City of Round Rock:

- 1.1. Capital Metro shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. Capital Metro must obtain all required licenses and permits to operate in the Capital Metro's service area within the scope of this contracted service.
- 1.3. Capital Metro shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.

2. VEHICLE HOURS

Round Rock service will begin with four (4) routes: Round Rock Howard Station, Round Rock Circulator, Round Rock – Austin Express and Round Rock Tech Ridge Limited. The estimated vehicle hours for these routes are:

Route	Estimated Vehicle Hours per Service Year*
Round Rock Howard Route #50	7,084
Round Rock Circulator Route #51	3,036
Round Rock - Austin Express Route #980	759
Round Rock Tech Ridge Limited Route #52	1,012

Vehicle hours for the Round Rock – Austin Express will be shared with Capital Metro service from the Howard Express Station. Round Rock is responsible for the vehicle hours from Round Rock to Howard Express Station. Capital Metro is responsible for vehicle hours from Howard Express Station to downtown Austin. The vehicle hours in the figure above represent only vehicle hours for which Round Rock is responsible.

*Service year is August 1 to July 31.

3. VEHICLE REQUIREMENTS

- 3.1. Two peak vehicles are required for Route #50, Round Rock Howard Station route. Vehicles shall be an accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.2. One peak vehicle is required for Route # 51, Round Rock Circulator. Vehicle shall be an accessible vehicle with the ability to transport at least twelve (12) seated persons.

- 3.3. Two peak vehicles are required for Route #980, Round Rock – Austin Express route. Vehicles shall be accessible and capable of transporting at least forty-six (46) seated persons.
- 3.4. One peak vehicle is required for Route #52, Round Rock Tech Ridge Limited. Vehicle shall be accessible and capable of transporting at least thirty-five (35) seated persons.

4. SERVICE PERIOD

The service period shall operate as follows:

- 4.1. Route #50, Round Rock Howard Station route: between approximately 6:30 a.m. — 8:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.2. Route #51, Round Rock Circulator: between approximately 6:30 a.m. – 6:30 p.m.. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.3. Route #52, Round Rock Tech Ridge Limited: between approximately 6:15 a.m – 8:15 a.m. and 3:45 p.m. – 5:45 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.4 Route #980: between approximately 5:30 a.m. – 7:30 a.m. and 5:00 p.m. – 7:00 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.5 Holidays: The City will not provide service on the following holidays:
 - New Year's Day
 - Martin Luther King Jr Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

5. VEHICLES

- 5.1. Fixed route and commuter express vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible, capable of handling two wheelchair positions.
- 5.2. All vehicles shall be painted in accordance with Capital Metro's branding program. The City may elect to coordinate with Capital Metro on representation of the City's service inside and outside the buses. Capital Metro must approve the branding.
- 5.3. All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed weekly. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin.
- 5.4. Vehicles shall have illuminated destination and block signs that are highly visible and in compliance with ADA regulations.

- 5.5. Vehicle destination signs shall display the route name of the route operated. The destination signs on routes operated within Round Rock will reflect that service is Round Rock service. All destination signs shall be illuminated for night operation.
- 5.6. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.7. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 5.8. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.9. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside temperature of 75 degrees Fahrenheit or 20 degrees lower than the outside temperature, whichever is greater. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 68 degrees Fahrenheit throughout the vehicle.

6. EQUIPMENT CONDITION

- 6.1. Capital Metro shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.). Each vehicle will be detailed at a minimum of once every forty-five (45) days.
- 6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.
- 6.4. Capital Metro shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

7. REPORTING

- 7.1. Capital Metro shall notify the City of all accidents and incidents within 24 hours. Accident/Incident reports shall be provided to the City within 24 hours after Capital Metro receives the document. The City will be notified immediately, by email, of passengers that receive medical attention.

7.1.1. Notification emails:

- Caren Lee, clee@roundrocktexas.gov
- Gary Hudder, ghudder@roundrocktexas.gov
- Michael Bennett, mbennett@roundrocktexas.gov

- 7.2. The City shall submit system information to the National Transit Database ("NTD") and FTA, as required by Section 5307.

7.3. Capital Metro shall collect data, keep records and provide reports sufficient to enable the City of Round Rock to meet its NTD reporting obligations as required by federal law and shall coordinate with the City of Round Rock to ensure the data is reported by the proper party and there is no double reporting of NTD data.

7.4. Capital Metro shall submit to the City of Round Rock the following information on a monthly basis:

- Days of service
- Number of passengers
- Passengers per hour
- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles
- Accident/Incident Reports

7.5. Capital Metro shall submit to the City of Round Rock the following information on a quarterly basis:

- Boardings by Stop

7.6. Capital Metro shall submit to the City of Round Rock other reports as requested.

8. SERVICE ADJUSTMENTS

8.1. Service adjustments (i.e. changes to schedules) will occur three times per year, and must align with the scheduled service adjustments for all other Capital Metro services.

8.2. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours.

8.3. The City may request service re-evaluation and service modifications for low-performing routes. Should low-performing routes be identified, Capital Metro and the City will coordinate to provide implementable options for increasing ridership.

9. TRAINING

9.1. All bus operators performing the service of the City will be properly trained to provide a high quality public transportation service Training will include, at a minimum, the following elements:

9.1.1. Defensive Driving

9.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance.

9.1.3. Route specific training

9.1.4. Ongoing refresher training

9.2. The City shall have access to audit files upon request.

10. UNIFORM AND APPEARANCE

- 10.1. All bus operators will wear uniforms branded with Capital Metro logo and consistent with Capital Metro's Uniform Standards.
- 10.2. At all times while on duty, bus operators shall be well groomed, clean and in complete uniform.

11. PERSONNEL

- 11.1. Capital Metro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Transit Services.
- 11.2. Capital Metro shall employ a street supervisor to monitor the Contracted Transit Services. Such supervision shall also include responses to and investigation of all accidents.
- 11.3. Capital Metro shall provide dispatch and radio monitoring personnel during hours of revenue service. Capital Metro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.
- 11.4. The City shall have access to audit files upon request.

12. FARE COLLECTION

- 12.1. The City shall retain and deposit all revenues directly collected from sales by the City. Capital Metro shall retain and deposit all revenues directly collected from the sale of passes in the Capital Metro service area.
- 12.2. Capital Metro shall provide the City with fare media for Round Rock transit services, with the design approved by the City. Round Rock fare media shall be coded for Round Rock service.
- 12.3. All fares will be honored between the City's services and Capital Metro services.
- 12.4. All Round Rock proposed fares shall initially align with Capital Metro fares to provide a more seamless system for passengers. For routes that do not connect to Capital Metro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day notification of changes to Capital Metro. It is the ultimate goal of the City and Capital Metro to have a seamless fare structure.

13. MARKETING AND PUBLIC RELATIONS

- 13.1. Capital Metro and the City of Round Rock will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.
- 13.2. All material for Round Rock service will specify that service is provided by the City of Round Rock and operated by Capital Metro.
- 13.3. Capital Metro will provide system-wide placards on all Capital Metro buses advertising the implementation of Round Rock transit service. Capital Metro and the City will coordinate on the most appropriate time to install the placards.

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SFP-1-Schedule of Fees and Payments

Service Year 1

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	6,072	\$ 75.00	\$ 455,400	\$ 50,094	\$ 68,160	\$ 473,466
Local RR Circulator	3,036	\$ 75.00	\$ 227,700	\$ 25,047	\$ 24,180	\$ 226,833
RR to Howard Express	506	\$ 75.00	\$ 37,950	\$ 4,175	\$ 3,847	\$ 37,623
RR Tech Ridge Limited	1,012	\$ 75.00	\$ 75,900	\$ 8,349	\$ 34,080	\$ 101,631
Total Annual Estimated Cost			\$ 796,950	\$ 87,665	\$ 130,267	\$ 839,553

Service Year 2

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	7,084	\$ 77.63	\$ 549,931	\$ 60,492	\$ 69,936	\$ 559,375
Local RR Circulator	3,036	\$ 77.63	\$ 235,685	\$ 25,925	\$ 24,816	\$ 234,575
RR to Howard Express	759	\$ 77.63	\$ 58,921	\$ 6,481	\$ 3,948	\$ 56,388
RR Tech Ridge Limited	1,012	\$ 77.63	\$ 78,562	\$ 8,642	\$ 34,968	\$ 104,888
Total Annual Estimated Cost			\$ 923,098	\$ 101,541	\$ 133,668	\$ 955,226

SFP-1-Schedule of Fees and Payments

Service Year 3

Route	Annual Hours	Hourly Operating Rate	Total Rate	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost
Local RR to Howard Rail Station	7,084	\$ 80.35	569,199	\$ 62,612	71,736	\$ 578,323
Local RR Circulator	3,036	\$ 80.35	243,943	\$ 26,834	25,464	\$ 242,573
RR to Howard Express	759	\$ 80.35	60,986	\$ 6,708	4,050	\$ 58,327
RR Tech Ridge Limited	1,012	\$ 80.35	81,314	\$ 8,945	35,868	\$ 108,238
Total Annual Estimated Cost			\$ 955,441.85	\$ 105,099	\$ 137,118.00	\$ 987,461

Service Year 4

Route	Annual Hours	Hourly Operating Rate	Total	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost to RR
Local RR to Howard Rail Station	7,084	\$ 83.16	\$ 589,105	\$ 64,802	\$ 73,608	\$ 597,912
Local RR Circulator	3,036	\$ 83.16	\$ 252,474	\$ 27,772	\$ 26,124	\$ 250,826
RR to Howard Express	759	\$ 83.16	\$ 63,118	\$ 6,943	\$ 4,156	\$ 60,331
RR Tech Ridge Limited	1,012	\$ 83.16	\$ 84,158	\$ 9,257	\$ 36,804	\$ 111,705
Total Annual Estimated Cost			\$ 988,856	\$ 108,774	\$ 140,692	\$ 1,020,773

SFP-1-Schedule of Fees and Payments

Service Year 5

Route	Annual Hours	Hourly Operating Rate	Total	Farebox Recovery Credit	Annual Vehicle Cost per TAM	Total Annual Cost to RR
Local RR to Howard Rail Station	7,084	\$ 86.07	\$ 609,720	\$ 67,069	\$ 75,528	\$ 618,179
Local RR Circulator	3,036	\$ 86.07	\$ 261,309	\$ 28,744	\$ 26,796	\$ 259,361
RR to Howard Express	759	\$ 86.07	\$ 65,327	\$ 7,186	\$ 4,264	\$ 62,405
RR Tech Ridge Limited	1,012	\$ 86.07	\$ 87,103	\$ 9,581	\$ 37,764	\$ 115,286
Total Annual Estimated Cost			\$ 1,023,458	\$ 112,580	\$ 144,352	\$ 1,055,230

Total Cost Estimate	\$ 4,858,242
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City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Smith Contracting Company, Inc. for the Roundville Lane Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$91,847.00

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-6064

The Transportation Department requests that council consider a resolution to approve Change Order/Quantity Adjustment #2 for the Roundville Lane Project.

The Roundville Lane Project involves the reconstruction of Roundville Lane from A.W. Grimes Blvd. to the eastbound frontage road of SH 45 for approximately 2,700 feet. This project consists of a 3-lane concrete roadway, two deceleration lanes, a new traffic signal and an overlay to AW Grimes from SH-45 to ±900' south of Roundville. Change Order/Quantity Adjustment #2 includes augmenting the original contract to include a waterline relocation and new guardrail; as well as adjusting quantities to match actual field conditions.

The Transportation Department requests that we change the contract to include bid items for relocation of a waterline, and introducing appropriate guardrail. The total amount of Change Order #2 equates to \$20,522.50.

Additionally, the Transportation Department requests that the contract quantities be adjusted for additional guardrail end treatment, street excavation, lime slurry, actual concrete poured, chain link fence removal and flexible base. Additional quantities sum up to \$73,884.50. Likewise, deducts should be made for guardrail that wasn't implemented. Deducts sum up to \$2,560.00. The total amount of Quantity Adjustment #1 equates to \$71,324.50.

The initial contract price of \$2,699,825.69 plus the adjustments made through Change Order/Quantity Adjustment #1, \$53,609.25, brought the new contract price to \$2,753, 434.94. Approval of Change Order/Quantity Adjustment #2, in the amount of \$91,847.00, will bring the new proposed contract price to \$2,845,281.94. The Transportation Department recommends approval of Change Order #2, and Quantity Adjustment #2, for a total difference between

Original and Adjusted contract price of \$145,456.25.

Cost: \$91,847.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-6064

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Smith Contracting Company, Inc. for the Roundville Lane Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, 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, Quantity Adjustment/Change Order No. 2 to the Contract with Smith Contracting Company, Inc. for the Roundville Lane Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



Contract Quantity Adjustment/Change Order

ORIGINAL

rev, 01/16

Department: TRANSPORTATION

Project Name: ROUNDEVILLE LANE Date: 10/19/18

City Project ID Number _____ Change Order/Quantity Adjustment No. 2

Vendor SMITH CONTRACTING CO. INC. 15308 GINGER ST AUSTIN TX 78728 512-990-7640

Company Name Address Phone No.

Justification

Quantity adjustments were made based upon existing conditions not foreseen during design. The project encountered hard rock instead of the expected clay material. An on-site meeting with the geotech resulted in removing sections of lime treatment and adding 6" of base material to areas where the lime treatment was not required. A waterline had to be relocated, as it was not located where our GIS had it called out. Additional headwalls were required due to offsite developments.

SUMMARY

	Amount	% Change
Original Contract Price:	\$2,699,825.69	
Previous Quantity Adjustment(s):	\$35,439.25	
This Quantity Adjustment:	\$71,324.50	
Total Quantity Adjustment(s):	\$106,763.75	
Total Contract Price with Quantity Adjustment(s):	\$2,806,589.44	
Previous Change Order(s):	\$18,170.00	1%
This Change Order:	\$20,522.50	1%
Total Change Order(s) To Date:	\$38,692.50	1%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$2,845,281.94	
Difference between Original and Adjusted Contract Prices:	\$145,456.25	
Original Contract Time:	270	
Time Adjustment by previous Quan. Adj./Change Order:	13	
Time Adjustment by this Quan. Adj./Change Order:	23	
New Contract Time:	306	

Submitted for Approval

Prepared By: Christopher R. Lopez Associate Engineer, City of Round Rock 10/19/18

Signature Printed Name, Title, Company Date

Approvals

Contractor: Hardin Camp II Vp Hardin Camp II Vp, Smith Contracting Co. Inc. 10-19-18

Signature Printed Name, Title, Company Date

City Project Manager: Christopher R. Lopez Associate Engineer 10/19/18

Signature Printed Name, Title Date

Mayor/City Manager _____

Signature Printed Name, Title Date

Project Name: ROUNDVILLE LANE

Change Order Data

[illegible]

Project Name: ROUNDVILLE LANE

Quantity Adjustment Data

[illegible]

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.

SMITH CONTRACTING CO INC
Round Rock, TX United States

Certificate Number:
2018-416901

Date Filed:
10/19/2018

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.

Roundville Lane Project
Roadway reconstruction.

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 Handin Long II, and my date of birth is 9-11-68.

My address is 700 Timber Creek Cove, Round Rock, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 19th day of October, 20 18.
(month) (year)

Handin Long II VP

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution approving the FY 2018-2019 Self-Funded Health Insurance Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Susan Morgan, CFO

Cost: \$13,640,500.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2018-6050

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

The budget for 2018/2019 includes funds to operate the Health Clinic, administer the programs, stop loss/reinsurance, claims and other insurance related costs. The budget is covered by all employee and employer contributions, stop loss reimbursements, and other revenues available to cover expenses. Reserves for post-employment employee insurance continue to be met with the proposed budget. The current projections show that the 25% fund reserve will be met by the end of FY 2019. In the event that the reserves are under or over this amount, the practice is to adjust employer contributions as needed to recover or reduce excess funds over a 3 to 5 year period.

For 2018/2019, the City will contribute \$1,000 per covered employee per month. These costs are included in the department budgets and reflected in the FY 2019 budget adopted by Council on September 13, 2018. Staff will continue to closely monitor claims and program costs during the next year.

RESOLUTION NO. R-2018-6050

WHEREAS, the Finance Department has submitted a proposed budget for the Self-Funded Health Insurance Fund for fiscal year 2018-2019, Now Therefore

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

That the budget submitted by the Finance Department for the Self-Funded Health Insurance Fund for fiscal year 2018-2019, attached hereto as Exhibit “A”, is hereby approved.

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

RESOLVED this 8th day of November, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

City of Round Rock
Self-Funded Health Insurance Fund
2018-2019 Budget

Description of Item	FY 2017 YE Actuals	FY 2018 Revised Budget	FY 2018 Projected Actuals	FY 2019 Adopted Budget
Beginning Fund Balance	\$ 7,541,076	\$ 6,550,896	\$ 6,641,868	7,694,869
REVENUES:				
Reinsurance Proceeds	459,051	301,000	373,214	350,000
COBRA/Retiree Contributions	229,656	223,000	217,231	223,000
Interest Income	58,952	27,700	52,864	50,000
Prescription Rebates	279,257	170,000	131,496	200,000
City Contributions - General Fund	9,070,407	8,723,099	8,277,088	8,551,876
City Contributions - Utility Fund	1,501,939	1,392,329	1,349,691	1,642,020
City Contributions - Hotel Fund	42,817	47,133	34,328	24,936
City Contributions - Sports Complex	133,386	123,414	116,018	139,020
City Contributions - Multi Purpose	18,775	41,439	48,559	61,992
City Contributions - Drainage	265,621	245,311	229,833	287,124
City Contributions - Retirees A				384,000
Total Employee Contributions		2,800,000	2,910,453	3,249,502
GSFC Contribution		500,000		
Total Revenues	12,059,861	14,594,425	13,740,775	15,163,470
EXPENDITURES:				
Wellness Programs	79,979	80,000	60,000	80,000
Maintenance & Supplies	15,996	45,000	16,462	31,500
Health Clinic	870,870	786,000	732,900	786,000
Professional Services	72,000	75,000	72,000	75,000
Administrative Fees	513,144	688,000	545,204	573,000
Stop Loss/Reinsurance Fees	1,178,099	1,200,000	1,280,983	1,430,000
Health Claims	7,039,348	6,800,000	6,711,104	6,800,000
Dental Claims	541,107	600,000	568,000	600,000
Prescription Claims	2,497,458	3,000,000	2,540,000	3,000,000
Optional Insurance	151,068	172,000	161,121	265,000
Total Expenditures	12,959,069	13,446,000	12,687,773	13,640,500
Net Revenues	(899,208)	1,148,425	1,053,001	1,522,970
Fund Balance	6,641,868	7,699,321	7,694,869	9,217,839
Reserves				
Less: Restricted for GASB 45 Funding B	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Total Reserves	(5,249,000)	(5,249,000)	(5,249,000)	(5,249,000)
Estimated Reserves for Unexpected Claims	\$ 1,392,868	\$ 2,450,321	\$ 2,445,869	\$ 3,968,839

C 25% Reserve (3,410,125)
\$ **558,714**

A: City contributions for retirees will be budgeted separately beginning in FY 2019. In FY 2018, the City covered 28 General Fund retirees and 4 Utility Fund retirees.

B: As required under GASB 45, this reserve is available for funding the liability of other post-employment benefits.

C: City contributions were adjusted in FY 2017/2018 as a three year plan to restore reserves to the recommended 25% level.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance adopting Amendment No. 2 to the Golf Fund and the Multipurpose Field Complex Fund FY 2017-2018 Operating Budget. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2018-6049

Golf Fund

The Forest Creek Golf Club opened to the public on October 1, 2018. As reported during the 2018-19 budget process, weather and related construction issues delayed the opening by approximately 60 days and reduced expected revenues for the course in FY 2017-18. This amendment appropriates an additional \$486,000 of budget for the Golf Fund to be funded through a transfer from cash balances available in the General Self Finance Construction fund.

Multipurpose Field Complex (MPC) Fund

The Multipurpose Field Complex has been open since May 2017 and has far exceeded revenue expectations in its first full fiscal year of operations. Revenues for FY 2018 came in over \$400,000 higher than budgeted. To staff and operate the facility so much more frequently than anticipated increased the operating costs of the fund, such that operating expenses came in \$180,000 over budget. This amendment recognizes an additional \$180,000 of revenues and increases the expense budget for the fund by \$180,000 to make the fund policy compliant with expenses within budget.

ORDINANCE NO. O-2018-6049

**AN ORDINANCE ADOPTING AMENDMENT NO. 2 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 and the County Clerk of Travis 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 2017- 2018 Budget Amendment

Multipurpose Field Complex (MPC) Fund

Source of Funds:

Excess Field Rental Revenues

FY 2018 Budget

\$ (180,000)

Expenditures:

Operating Expenses

180,000

Multipurpose Complex Fund Balance - net effect

\$ -

Golf Course

Source of Funds:

Transfer from General Self Finance Construction Fund

FY 2018 Budget

\$ (486,000)

Expenditure:

Operating Expenses

486,000

Golf Course Fund Balance - net effect

\$ -

General Self Finance Construction Fund

Expenditures:

Transfer to Golf Course Fund

FY 2018 Budget

(486,000)

General Self Finance Construction Fund Balance - net effect

\$ (486,000)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2018 and Levying an Ad Valorem Tax. (First Reading Only)(Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2018-6051

This item will award the sale of \$7 million of Combination Tax and Limited Revenue Certificates of Obligation (COs) for (1) construction, improving, and equipping a public works facility for the City's utilities and transportation departments to be located on Luther Peterson Place and related costs, including the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural, and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. This debt issue was anticipated in the FY 2018-19 budget and tax rate adoption.

The City Council designates the City Manager as the Pricing Officer. The bids for the COs are due by 10:00 a.m. on Thursday, November 8. The submissions will be reviewed and tallied with the final pricing presented to Council.

ORDINANCE NO. O-2018-6051

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK,
TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2018; LEVYING AN AD VALOREM TAX AND THE PLEDGE
OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING
AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT
AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF
THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO
THE ISSUANCE OF THE CERTIFICATES**

Adopted November 8, 2018

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK,
TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2018; LEVYING AN AD VALOREM TAX AND THE PLEDGE
OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING
AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT
AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF
THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO
THE ISSUANCE OF THE CERTIFICATES**

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**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ROUND ROCK,
TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2018; LEVYING AN AD VALOREM TAX AND THE PLEDGE
OF CERTAIN REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING
AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT
AND OTHER AGREEMENTS RELATED TO THE SALE AND ISSUANCE OF
THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS RELATED TO
THE ISSUANCE OF THE CERTIFICATES**

WHEREAS, the City Council of the City of Round Rock, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$_____ (the "Certificates") and finds that the payment in whole or in part of contractual obligations is incurred or to be incurred for: (1) constructing, improving and equipping a public works facility for the City's utilities and transportation departments to be located on Luther Peterson Place and related costs, including the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates is in the best interest of the City; and

WHEREAS, on September 13, 2018, the City Council passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates; and

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates; and

RoundRock/CO/2018: Ordinance

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued.

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

Section 1. RECITALS AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Round Rock, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ (the "Certificates"), the payment in whole or in part of contractual obligations incurred or to be incurred for: (1) constructing, improving and equipping a public works facility for the City's utilities and transportation departments to be located on Luther Peterson Place and related costs, including the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROUND ROCK, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018", and initially there shall be issued, sold, and delivered hereunder fully registered Certificates, without interest coupons, dated December 4, 2018, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2021	\$	2030	\$
2022		2031	
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	
2029		2038	

The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute certificates and replacement Certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2021	\$	2030	\$
2022		2031	
2023		2032	
2024		2033	
2025		2034	
2026		2035	
2027		2036	
2028		2037	
2029		2038	

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at The Bank of New York Mellon Trust Company, National Association, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such

registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect

as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, including any notice of

redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) Initial Certificate. The Certificates herein authorized shall be initially issued as fully registered certificates, being one certificate for each maturity in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the initial purchaser or the designees thereof as set forth in Section 12 hereof. The initial Certificate shall be

the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON AND TRAVIS COUNTY \$ _____ CITY OF ROUND ROCK, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATE OF OBLIGATION, SERIES 2018	PRINCIPAL AMOUNT
---------------	--	-----------------------------

<u>INTEREST RATE</u>	<u>DATE OF CERTIFICATES</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
---------------------------------	--	---------------------------------	-------------------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the CITY OF ROUND ROCK, in Williamson and Travis County, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the date of initial delivery of the Certificates, on August 15, 2019 and semiannually on each February 15 and August 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date, as hereinafter defined, but on or before the next following interest

payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at The Bank of New York Mellon Trust Company, National Association, which is the "Paying Agent/Registrar" for this Certificate at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and

surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date or interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated December 4, 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ (the "Certificates"), the payment in whole or in part of contractual obligations incurred or to be incurred for: (1) constructing, improving and equipping a public works facility for the City's utilities and transportation departments to be located on Luther Peterson Place and related costs, including the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

ON AUGUST 15, 2026, or on any date thereafter, the Certificates of this series maturing on and after August 15, 2027 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

THE CERTIFICATES maturing on August 15, 20____ (the "Term Certificates") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Certificates Maturing

Redemption Date	Principal Amount
	\$

*

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Certificates required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Certificates of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Certificates plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificates shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said City, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

IT IS FURTHER CERTIFIED that the City has designated the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the City Council, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Clerk of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Clerk

Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in

conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

The Bank of New York Mellon
Trust Company, N.A.
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, the City of Round Rock, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>
-------------	---------------	-------------

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the initial date of delivery of the Certificates at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2019 and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient, within the limit prescribed by law, to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Certificates are outstanding and unpaid, and the tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Certificates, if any, shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from and secured by the surplus revenues of the City's System after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's System, with such amount not exceeding \$1,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

Whenever used in this Ordinance the Term "System" means the City's combined waterworks, sewer and drainage system.

The Mayor and the Chief Financial Officer of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificate, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this section, "Defeasance Securities" means (i) Federal Securities and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the

Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificate issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if

any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior Certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the owners of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any). It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager, Assistant City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds

to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(g) Designation as Qualified Tax-Exempt Bonds. The City hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to _____ (the APurchaser@) at a price of \$_____ (representing the par amount of the Certificates of \$_____ plus a net initial reoffering premium of \$_____ and less an underwriting discount of \$_____). It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable and are in the best interest of the City. The Certificates shall initially be registered in the name of the Purchaser. Pursuant to Sections

1201.029 and 1201.042, Texas Government Code, the \$_____ of net reoffering premium generated by the sale of the Certificates is allocated to be used as follows: (i) \$_____ for the Purchaser's discount, (ii) \$_____ for costs of issuance of the Certificates, (iii) \$_____, representing the rounding amount, to be deposited to the Interest and Sinking Fund and (iv) \$_____ to be used to pay the costs of the projects being financed by the Certificates described in Section 1.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. Attached hereto as Exhibit "A" is a substantially final form of Paying Agent/Registrar Agreement with an attached Blanket Letter of Representations. Each the Mayor, the City Manager and the Chief Financial Officer are hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

The City hereby approves the form and content of the Notice of Sale and Preliminary Official Statement and Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated October ____, 2018, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2018, financial information and operating data with respect to

the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being information of the type described in Exhibit "B" hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Certificates to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT

AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 17. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Certificates, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once

in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or agreement or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or the Chief Financial Officer of the City, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Certificates.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 25. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions

of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificates or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 8th day of November, 2018.

THE CITY OF ROUND ROCK, TEXAS

By: Mayor
City of Round Rock, Texas

ATTEST:

City Clerk
City of Round Rock, Texas

EXHIBIT "A"

Paying Agent\Registrar Agreement

[See Separate Tab of Transcript]

EXHIBIT "B"

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and Ad Valorem Tax Debt;
- (2) Table 2 - Taxable Assessed Valuations by Category;
- (3) Table 3 - Valuation and Ad Valorem Tax Debt History;
- (4) Table 4 - Tax Rate, Levy and Collection History;
- (5) Table 5 - Ten Largest Taxpayers;
- (6) Table 7 - Pro-Forma Ad Valorem Tax Debt Service Requirements;
- (7) Table 8–Interest and Sinking Fund Budget Projection;
- (8) Table 9 – Authorized But Unissued Ad Valorem Tax Bonds;
- (9) Table 10 – General Fund Revenues and Expenditure History;
- (10) Table 11 – Municipal Sales Tax History;
- (11) Table 12– Current Investments; and
- (12) Appendix B.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements contained in Appendix B to the Official Statement.



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: Original Plat of the City of Round Rock, Block 36, Lots 1, 3, 5, 6, 7, 8, 9, and 10.

Type: Executive Session

Governing Body: City Council

Agenda Date: 11/8/2018

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2018-6104