



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, March 28, 2019

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

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, 2018 Edition.

E. STAFF PRESENTATIONS:

- E.1 [TMP-0093](#) [Consider a presentation and department update from Communications and Marketing.](#)

F. APPROVAL OF MINUTES:

- F.1 [TMP-0091](#) [Consider approval of the minutes for the March 14, 2019 City Council meeting.](#)

G. PUBLIC HEARINGS:

- G.1 [TMP-0092](#) [Consider public testimony regarding the issuance of tax-exempt bonds by the Milford Higher Education Facilities Corporation for the benefit of Round Rock Christian Academy.](#)

H. RESOLUTIONS:

- H.1 [2019-0143](#) [Consider a resolution approving the issuance of tax-exempt bonds by the Milford Higher Education Facilities Corporation for the benefit of Round Rock Christian Academy.](#)
- H.2 [2019-0144](#) [Consider a resolution authorizing the Mayor to execute a Contract with Quality Counts, LLC for traffic data collection services.](#)
- H.3 [2019-0145](#) [Consider a resolution authorizing the Mayor to execute a Utility Relocation Agreement with Time Warner Cable Texas, LLC for Phase 5A and 5B of the Southwest Downtown Project.](#)
- H.4 [2019-0141](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and to 0.524 acre of land owned by Jo Ann Smothers Walker for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action \(Parcel 41\).](#)
- H.5 [2019-0142](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and to 0.414 acre of land owned by Samir N. Seth and Anja Seth for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action \(Parcel 48\).](#)
- H.6 [2019-0146](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs Project.](#)

I. APPOINTMENTS:

- I.1 [TMP-0121](#) [Consider one \(1\) appointment to the Planning and Zoning Commission.](#)
- I.2 [TMP-0122](#) [Consider two \(2\) appointments to the Historic Preservation Commission.](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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 the 22nd day of March 2019 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 and department update from Communications and Marketing.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Will Hampton, Communications and Marketing Director

Cost:

Indexes:

Attachments:

Department: Communications and Marketing Department

Text of Legislative File TMP-0093



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the March 14, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 031419 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0091



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, March 14, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on March 14, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:05 pm.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Greg Kirwin, 302 Sunset Drive, spoke in favor of the noise ordinance.

Jim Boles, 20 Chisholm Trail spoke regarding the roadway impact fee.

Rod Morgan, spoke regarding the roadway impact fee.

Bryan Hutchinson, 123 E Old Settlers Road, spoke on behalf of the Williamson County Board of Realtors, clarifying statements made at the last City Council meeting.

Cathey Carter, spoke in favor of the noise ordinance and regarding CDBG funds.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [TMP-0071](#)

Consider proclaiming March 2019 as "National Nutrition Month" in the City of Round Rock.

Mayor Morgan read the proclamation and presented it to representatives of the Williamson County and Cities Health District.

CONSENT AGENDA:

All items on the Consent Agenda were enacted by one motion. Item F.3 was removed from the Consent Agenda and considered separately under Ordinances.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

- F.1** [TMP-0067](#) Consider approval of the minutes for the February 19, 2019 Special Called and February 28, 2019 Regular City Council meetings.

This Minutes were approved under the consent agenda.

- F.2** [2019-0133](#) Consider a resolution approving the reimbursement to Paloma Lake Development, Inc. for the cost of oversizing a wastewater line for the McNutt Creek Wastewater Interceptor C8, Phase 3 Project.

This Resolution was approved under the consent agenda.

PUBLIC HEARINGS:

- G.1** [TMP-0058](#) Consider public testimony regarding the development of the CDBG 2019-2023 Five Year Consolidated Plan and the 2019-2020 Annual Action Plan.

Liz Alvarado, CDBG Coordinator, and consultant, Molly Fitzgerald made a brief staff presentation and introduced the consultant who is developing the consolidated plan study.

Mayor Morgan opened the hearing for public testimony.

Matthew Duncan, 1803 Fawn Ridge Trail, spoke regarding Oxford House and their need for funding.

Lauren McAndrews, spoke on behalf of WBCO regarding CDBG and social service funding in Round Rock.

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

RESOLUTIONS:**H.1** [2019-0134](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Dell Marketing, L.P. and a companion Participation and Purchase Agreement for the purchase of computer hardware and related software products.

Heath Douglas, IT 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
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Montgomery

H.2 [2019-0135](#)

Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Dr. Tania Glenn & Associates, PA for professional critical incident counseling services for the Police and Fire Departments.

Allen Banks, Police Chief made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.3 [2019-0139](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Listing Agreement with Brinegar Properties for the property located at 900 and 910 Heritage Center Circle, Round Rock, Texas.

Bryan Williams, Assistant City Manager made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.4 [2019-0140](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Prime Construction Company, Inc. for the Adult Recreation Complex Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

ORDINANCES:**F.3** [2019-0129](#)

Consider an ordinance amending Chapter 14, Sections 14-209 and 14-210, and by adding section 14-213.2, Code of Ordinances (2018 Edition), regarding noise. (Second Reading)

Brooks Bennett, Assistant City Manager made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Peckham, that this Ordinance be amended to change the effective date to April 15, 2019. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Ordinance be adopted on second reading as amended. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.1 [2019-0124](#)

Consider an ordinance amending Chapter 42, Article V, Code of Ordinances (2018 Edition), regarding roadway impact fees. (Second Reading)

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Ordinance be adopted on second reading. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.2 [2019-0136](#)

Consider an ordinance amending the Zoning and Development Code Chapter 10, Section 10-66(c) and (d), Section 10-67(c) and Section 10-68, Code of Ordinances (2018 Edition) regarding membership and terms of the Historic Preservation Commission, the Zoning Board of Adjustments, and the Planning and Zoning Commission. (First Reading)*

Sara White, City Clerk made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.3 [2019-0137](#)

Consider an ordinance amending the Zoning and Development Code Chapter 8, Section 13-163, Code of Ordinances (2018 Edition) regarding the membership and terms of the Building Standards Commission. (First Reading)*

Sara White, City Clerk made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, hat the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.4 [2019-0138](#)

Consider an ordinance amending Chapter 2, Section 2-271, Code of Ordinances (2018 Edition) regarding membership and terms of the Capital Improvement Advisory Committee. (First Reading)*

Sara White, City Clerk made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

APPOINTMENTS:

J.1 [TMP-0073](#)

Consider seven (7) appointments to the 2019 Charter Review Commission.

Laurie Hadley, City Manager, made the staff presentation.

The City Council made the following appointments to the Charter Review Commission:

**George White by Mayor Morgan
Trey Swor by Mayor Pro-Tem Baese
Kelly Darby by Councilmember Young
Steve Armbruster by Councilmember Flores
Greg Rabaey by Councilmember Baker
Kristin Stevens by Councilmember Peckham
Tracie Storie by Councilmember Montgomery**

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:07 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the issuance of tax-exempt bonds by the Milford Higher Education Facilities Corporation for the benefit of Round Rock Christian Academy.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance Department

Text of Legislative File TMP-0092

Round Rock Christian Academy, a private school for children in Pre-K through 12th grade and located at 301 N. Lake Creek Drive, is seeking financing for the construction of a new campus in Round Rock. They are seeking tax-exempt financing in the amount of \$7.5 million from Milford Higher Education Facilities Corporation, a special form of Texas corporation.

While none of the new debt will be a liability of the City of Round Rock, the Internal Revenue Code requires that the City hold a public hearing for this type of financing. Public notice for this hearing has been provided in the form required. Independent Bank will make the tax-exempt loan, which will have an interest rate which is less than a conventional loan, resulting in substantial interest savings.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution approving the issuance of tax-exempt bonds by the Milford Higher Education Facilities Corporation for the benefit of Round Rock Christian Academy.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Location Map with aerial, Memo regarding request

Department: Finance Department

Text of Legislative File 2019-0143

Round Rock Christian Academy, a private school for children in Pre-K through 12th grade and located at 301 N. Lake Creek Drive, is seeking financing for the construction of a new campus in Round Rock. They are seeking tax-exempt financing in the amount of \$7.5 million from Milford Higher Education Facilities Corporation, a special form of Texas corporation.

While none of the new debt will be a liability of the City of Round Rock, the Internal Revenue Code requires that the City hold a public hearing for this type of financing. Public notice for this hearing has been provided in the form required. Independent Bank will make the tax-exempt loan, which will have an interest rate which is less than a conventional loan, resulting in substantial interest savings.

RESOLUTION NO. R-2019-0143

**RESOLUTION APPROVING THE ISSUANCE OF A TAX EXEMPT BONDS
BY THE MILFORD HIGHER EDUCATION FACILITIES CORPORATION
FOR THE BENEFIT OF RR CHRISTIAN ACADEMY D/B/A ROUND ROCK
CHRISTIAN ACADEMY**

WHEREAS, the City of Milford, Texas, pursuant to the provisions of Chapter 53 of the *Texas Education Code*, (as amended to include Chapters 53 and 53A of the *Texas Education Code*, the "Act"), has approved and created the Milford Higher Education Facilities Corporation (the "Milford Corporation") as a nonprofit corporation to exercise the powers enumerated and provided in the Act for and on behalf of the City of Milford; and

WHEREAS, pursuant to the provisions of the Act, the Milford Corporation may issue revenue bonds or other obligations to provide funds for any of its purposes including financing or refinancing costs to acquire, construct, enlarge, extend, repair, renovate, or otherwise improve "educational facilities" or "housing facilities" and "facilities incidental, subordinate or related thereto or appropriate in connection therewith" for educational institutions, including RR Christian Academy, d/b/a Round Rock Christian Academy, an accredited primary or secondary school as defined in Chapter 53A of the *Texas Education Code* (the "School"), and regardless if such facilities are located within or without the city limits of the City of Milford; and

WHEREAS, the School is requesting the Milford Corporation to issue a tax exempt financing (the "Financing") for the benefit of the School; and

WHEREAS, the Financing shall be evidenced by a tax exempt note or other evidence of indebtedness; and

WHEREAS, the Financing shall be issued by the Milford Corporation in an amount not to exceed \$7,500,000, with the proceeds of the financing to be used to i.) refinance a loan of the School which was used to purchase approximately 9 acres of real property located at 800 Westwood Drive, Round Rock, Texas 78681 (the "School Campus Site"); and ii.) construct two (2) academic buildings on the School Campus Site which will include classrooms, science facilities, a library, two art classrooms, choir room, music room, media room, restrooms, administrative offices and teachers' lounges, together with related roads and parking facilities, all to be located on the School Campus Site (collectively the "Project"); and

WHEREAS, the Financing will be payable solely from revenues derived by the Milford Corporation from the School pursuant to provisions of a Loan Agreement between the Milford Corporation, Independent Bank, N.A., and the School and other applicable documents being entered into by the Milford Corporation in connection with the issuance of the Financing, and the City of Round Rock, Texas, will have no responsibility in any manner for the payment of the debt service requirements of the Financing; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires the City Council of the City of Round Rock or the Mayor of the City (as the "applicable elected representative" of the "Government unit" where the Project is located) to approve the issuance of the Financing after a public hearing has been held as provided in the next paragraph; and

WHEREAS, on March 28, 2019, a public hearing was held by this City Council, with respect to the Financing and the related Project, with notice of such public hearing having been published in a newspaper of general circulation in the City of Round Rock at least 14 days prior to such public hearing; and

WHEREAS, the documents authorizing issuance of the Financing shall contain wording stating that the Financing imposes no liability on the City of Round Rock, its officials, officers, or employees; and

WHEREAS, it is hereby deemed necessary and advisable that this resolution be adopted;

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

1. That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this resolution.

2. That in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the requirements of the Act, the City of Round Rock hereby approves the issuance of the Financing described above in an aggregate maximum principal amount not to exceed \$7,500,000 in order to obtain funds for the School to finance the Project. Proceeds of the Financing may also be used for paying certain expenses in connection with the issuance of the Financing, all pursuant to the requirements of the Act and other applicable laws.

3. That this resolution shall become effective immediately upon its adoption.

4. That this approval in no event shall make the City of Round Rock liable in any manner whatsoever with regard to the Financing or with regard to the Project to be financed with the proceeds of the Financing.

5. That this approval is given for the limited purpose of satisfying any requirements of the Act and Section 147(f) of the Code, and this approval does not apply to any other legal requirements applicable to the Project, including but not limited to City of Round Rock building code laws or zoning laws.

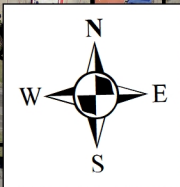
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

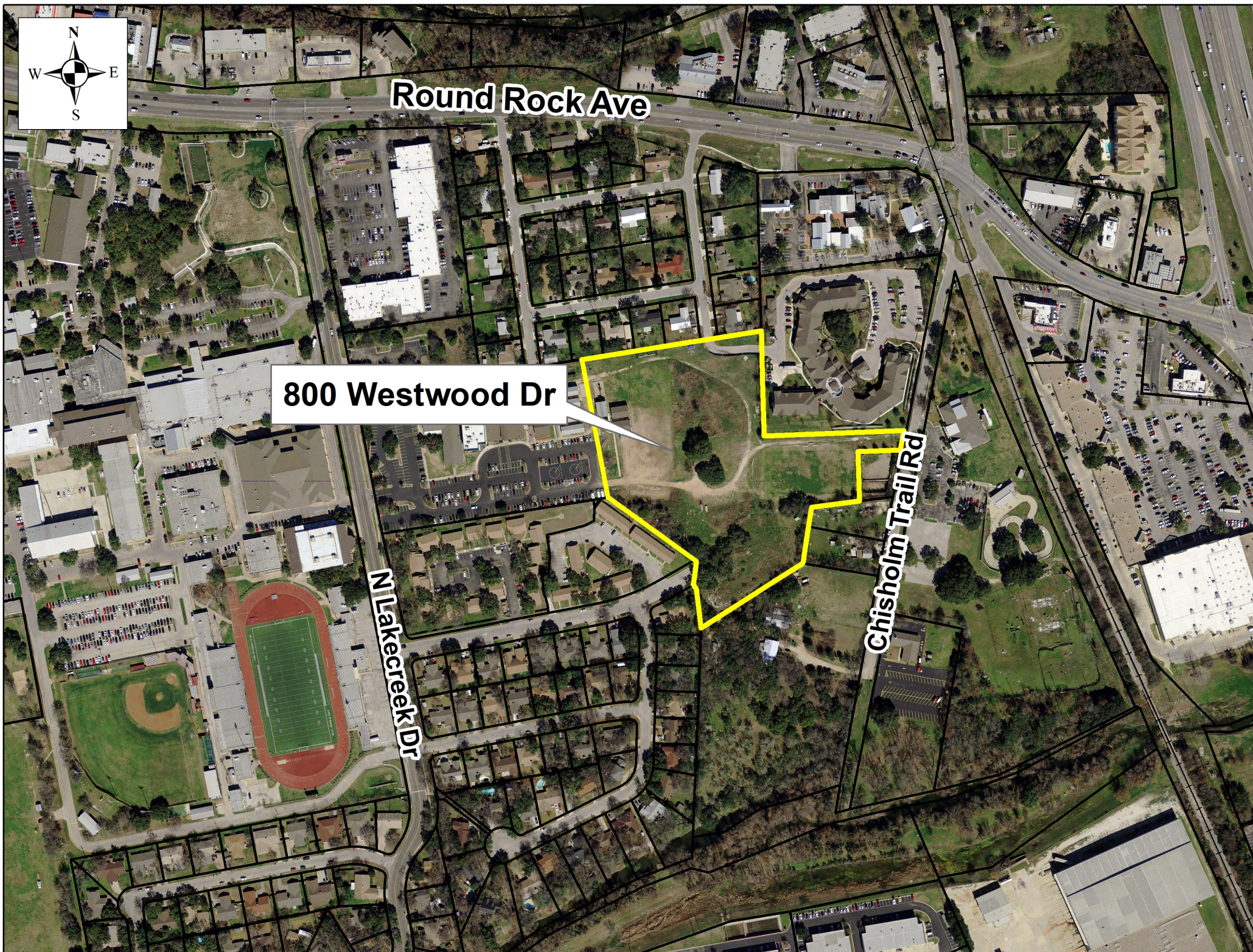


Round Rock Ave

800 Westwood Dr

N Lakecreek Dr

Chisholm Trail Rd





**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
Andrew Clark

(254) 755-4100
Fax (254) 754-6331
E-mail: aclark@namanhowell.com

TO: City Council of the City of Round Rock, Texas
C/O Stephan Sheets, City Attorney

DATE: February 25, 2019

RE: Tax Exempt Financing for Round Rock Christian Academy

To the City Council:

My name is Andrew Clark and I am a bond attorney working out of Austin and Waco. We are working on a tax exempt financing where Independent Bank will make a \$7,500,000 tax exempt loan to RR Christian Academy, d/b/a Round Rock Christian Academy (the "School") to build a new campus in Round Rock. The School is fully accredited and owns and operates a private school in Round Rock for children in Pre-K through 12th grade.

For this deal to be tax exempt we have to have it approved by the City Council of Round Rock. Prior to that approval, we have to publish notice of a public hearing to be held by the City Council at least 14 days before a regular City Council meeting. I have enclosed a copy of that notice. We are hoping to gain your approval at one of the two upcoming March 2019 council meetings.

This notice is required by Section 147(f) of the Internal Revenue Code for this type of financing.

The School cannot borrow on a tax exempt basis directly. They have to go through a special form of Texas corporation called a higher education facilities corporation. We have an education facilities corporation called the Milford Higher Education Facilities Corporation (located in a small town up near Waco) that can provide that assistance.

None of the new debt will be a liability of the City of Round Rock. The entire obligation to repay the debt will be that of Round Rock Christian Academy which will own and operate the

school. Additionally, this approval does not involve zoning, a building permit or any other approval whatsoever on behalf of the City of Round Rock regarding either the proposed obligations or the project. We are required to get this particular approval to satisfy the provisions of the Internal Revenue Code mentioned above.

Independent Bank will make a \$7,500,000 tax exempt loan (through the proposed obligations) for this financing. Any excess project costs over this amount will be paid by the School. Because the loan will be tax exempt the interest rate will be less than on a conventional loan and on \$7,500,000 that will result in substantial interest savings.

We look forward to working with you on this important transaction for the School. If you have any questions please do not hesitate to give us a call at our Waco offices. My number is 254-755-4100.

Best regards.

Andrew Clark



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Contract with Quality Counts, LLC for traffic data collection services.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$225,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0144

This contract will enable the Transportation Department to create and maintain annual traffic counts on the City's major arterial and commercial-collector roadways and to continue to respond quickly and accurately to residential and commercial traffic data requests. Previously, some of these data collection tasks were being completed by the Traffic Operations division staff, whose main responsibilities included maintaining and repairing traffic signals, street signs, and pavement markings.

The annual counts on arterials will capture directional speed, and volume, data that can be compiled and analyzed year after year. The "on-request" counts are primarily for analysis of neighborhood, or individual residents', requests for traffic studies to justify traffic calming devices, stop signs, reduced speed limits, etc.

An Invitation for Bid (IFB) was processed in accordance with IFB No. 19-005 for a data collection services contract for the City of Round Rock Transportation Department.

The IFB solicitation was advertised in the Austin American Statesman Newspaper and posted to the City of Round Rock solicitation website. A total of two vendor responses were received. It has been determined that Quality Counts, LLC offer the best value to the City, therefore the Transportation Department recommends the contract to be awarded to Quality Counts, LLC for the traffic data count services required to support City operations.

Bidders and their respective totals are included:
Quality Counts, LLC: \$40,120 per year

Gram Traffic Counting, Inc: \$53,000 per year

This contract is for a term of five years at \$45,000 per year, with a not to exceed amount of \$225,000.

Cost: \$225,000

Source of Funds: General Fund

RESOLUTION NO. R-2019-0144

WHEREAS, the City of Rock has duly advertised for bids to purchase traffic data collection services, and for other related services; and

WHEREAS, Quality Counts, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Quality Counts, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Traffic Data Collection Services with Quality Counts, 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 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
TRAFFIC DATA COLLECTION SERVICES
WITH
QUALITY COUNTS, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

That this Agreement for purchase of traffic data collection services, and for other related services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and QUALITY COUNTS, whose office is located at 15533 North Interstate 35, Suite 7, Pflugerville, Texas 78660, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase traffic data collection services, and City desires to purchase said services from Services Provider; and

WHEREAS, City has issued its Invitation for Bid under Solicitation Number 19-005 for the provision of said services, and City has selected the bid submitted by Services Provider; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby the City is obligated to buy specified services and Services Provider is obligated to provide said services. The Agreement includes the following: (a) City's Invitation for Bid under Solicitation Number 19-005; (b) Service Provider's Response to IFB; (c) contract award; and (d)

any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

E. **Goods and services** mean the specified supplies, materials, commodities, or equipment, and the specified performance of services.

F. **Services Provider** means Quality Counts, LLC, and any successors or assigns.

2.01 EFFECTIVE DATE; TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to provide the services as outlined in City's Invitation for Bid under Solicitation Number 19-005, and Response to IFB submitted by Services Provider, all as specified in Exhibit "A" attached hereto and made a part hereof for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in relevant documents and as offered by Services Provider in its Response to the IFB.

The 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 ITEMS AWARDED

A. All bid items on Exhibit “A” are awarded to Services Provider.

B. Services Provider specifically acknowledges and agrees that City is not obligated to use or purchase any estimated annual quantity of goods and services. Only if, as, and when needed by City, the bid costs listed on Exhibit “A” shall be the basis of any charges collected by Services Provider.

5.01 COSTS

A. The bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” shall be the basis of any charges collected by Services Provider.

B. In consideration for the items set forth in Exhibit “A,” the City shall be authorized to pay the Services Provider an amount not-to-exceed **Forty-Five Thousand and No/100 Dollars (\$45,000.00) per year** for a total not to exceed amount of **Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

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

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall in all respects comply with the insurance requirements delineated in Part II, Item 2 of City's Invitation for Bid under Solicitation Number 19-005.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf:

Gary Hudder
Transportation Director
2008 Enterprise Drive
Round Rock, Texas 78664
(512) 218-5560
ghudder@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Services Provider abandons or defaults hereunder and is a cause of City purchasing the specified goods elsewhere, Services Provider 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.

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

- A. Fails to fully, timely and faithfully perform any material obligations hereunder;

- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein.

17.01 TERMINATION AND SUSPENSION

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

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

C. Services Provider 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 Services Provider, Services Provider 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, Services Provider 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 Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider 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 Services Provider, or Services Provider’s agents, employees or subcontractors, in the performance of Services Provider’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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, City’s Charter and Ordinances, as amended, and all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. 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 Services Provider:

Quality Counts, LLC
15533 North Interstate 35, Suite 7
Pflugerville, TX 78660

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 Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider 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. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider 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 Services Provider'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 Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

CITY OF ROUND ROCK, TEXAS

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


For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

QUALITY COUNTS, LLC

By:  _____
Printed Name: PETER HURTZ
Title: COO
Date Signed: 2/22/19



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

INVITATION FOR BID (IFB)

TRAFFIC DATA COLLECTION SERVICES

SOLICITATION NUMBER 19-005

January 2019

Exhibit "A"

**TRAFFIC DATA COLLECTION SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing traffic data collection services.
2. **BACKGROUND:** The City resides in two counties: Williamson County and Travis County. The City has performed approximately 120+ various traffic studies in the past 5 years. Traffic volume data is used by the City for various purposes by the Transportation and the Planning and Development Services departments. This information is utilized for congestion management, traffic signal coordination, road maintenance and planning studies, as well as for the preparation of environmental documents. In addition, community groups and private developers may analyze this data relative to issues in community development.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C – City of Round Rock Monitoring Locations	Separate Attachment (2 pages)

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Amanda Crowell
Purchasing Technician
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: acrowell@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

5. SCHEDULE OF EVENTS: It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	January 9, 2019
Deadline for submission of questions	January 18, 2019 @ 5:00 PM, CST
City responses to questions or addendums	January 22, 2019 @ 5:00 PM, CST
Deadline for submission of responses	January 30, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<http://www.roundrocktexas.gov/bids>.

6. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. RESPONSE DUE DATE: Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Amanda Crowell
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date and "DO NOT OPEN".
- Facsimile or electronically transmitted responses are not acceptable.
- Responses cannot be altered or amended after opening.
- No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- The City will not be bound by any oral statement or offer made contrary to the written specifications.
- Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

8. RESPONDENT REQUIREMENTS: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one (1) electronic copy of the complete IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

Exhibit "A"

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

9. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- a. Purchase price;
- b. Reputation of Respondent and of Respondent's goods and services;
- c. Quality of the Respondent's goods and services;
- d. The extent to which the goods and services meet the City's needs;
- e. Respondent's past performance with the City;
- f. The total long-term cost to the City to acquire the Respondent's goods or services;
- g. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- a. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- b. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II
DEFINITIONS, STANDARD TERMS AND CONDITONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/> .

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for (36) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing traffic count data collection services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 3.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 3.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 3.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
4. **WORKFORCE:** Successful Respondent shall:
 - 4.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 4.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - 4.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

6. **PRICE INCREASE:** Contract prices for Traffic Data Collection Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- 6.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- 6.2 **Procedure to Request Increase:**
- 6.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- 6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
12. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- 12.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
- 12.2 Provide City contact(s) information for implementation of agreement.
- 12.3 Identify specific milestones, goals and strategies to meet objectives.

13. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- 13.1 **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- 13.2 **The City's designated representative:**
David Walther
Consultant
Transportation
Phone: 512-218-3248 Office
512-810-2536 Cell
E-mail: davidw@roundrocktexas.gov

14. INTERLOCAL PURCHASING AGREEMENTS

- 14.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- 14.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SPECIFICATIONS**

1. The City resides in two counties: Williamson County and Travis County. The City has performed approximately 120 various traffic studies in the past five years. Traffic volume data is used by the City for various purposes by the Transportation and the Planning and Development Services departments. This information is utilized for congestion management, traffic signal coordination, road maintenance and planning studies, as well as for the preparation of environmental documents. In addition, community groups and private developers may analyze this data relative to issues in community development.
2. The purpose of this contract is to assign all field traffic count activity performed to an independent contractor. The City Staff shall receive traffic data provided by the contractor on a monthly basis. It will be the responsibility of the Contractor to define a process and perform traffic data collections in accordance with the City's scope of work.

3. **Tasks/Requirements:**

3.1 Contractor's Responsibilities

- 3.1.1 Annual Arterial Daily Traffic Count – Seventy-one (71) counts of two-day duration, recorded at fifteen (15) minute intervals, midnight to midnight, at locations provided by the City (see Attachment C- City of Round Rock Monitoring Locations). The City reserves the right to change locations as needed due to the City's growth during the term of the contract.
- 3.1.2 Additional counts of varying types (i.e. volume, classification, peak-hour turning movement, speed, video, ramp, etc.) on an as-needed basis, as directed by the Traffic Systems Superintendent. The City anticipates up to forty (40) mechanical counts per year and up to twenty (20) hand counts. The request for "on-call" count studies shall be given to the Contractor during the first week of each month. The completed studies will be delivered before the end of the month they are requested. Any deviations in the agreed upon traffic monitoring schedule must receive prior approval from the Traffic Systems Superintendent.
- 3.1.3 Specific location, time, day of week, date, and direction of traffic flow information will be collected for each study and submitted with the report.
- 3.1.4 The Contractor is expected to notify the designated officials of neighboring local jurisdictions or the Texas Department of Transportation prior to any counts being taken on their roadways. The Contractor is expected to arrange for encroachment permits for any counts on a state highway or within local jurisdictions requiring permits. The terms of the permits are to be complied with in full, and the original permit must be with the Contractor while work is being performed.
- 3.1.5 All traffic studies shall be completed using industry standard counting equipment and will include at least two full twenty-four (24) hour periods within the month specified by the schedule. Unless specifically requested otherwise, all two (2) day traffic studies will be completed between midnight, Tuesday morning and midnight, Friday morning. Studies may be requested to include weekends at no additional cost to the City. No studies shall be performed on state or federal holidays. If the quality of any study is unacceptable, in the sole judgment of the City, it shall be the responsibility of the Contractor to repeat the study until the results are acceptable.
- 3.1.6 The City expects the Contractor to follow industry standard traffic control practices during placement of counters.
- 3.1.7 City ordinance does not permit monitoring equipment to be mounted on poles near the streets unless prior approval from the Transportation Department is given.

3.2 City's Responsibilities

- 3.2.1 The City shall provide the Contractor with a schedule in advance of the work requested.
- 3.2.2 The City shall provide the Contractor with any changes or updates in advance of work within 48 hours of a change.
- 3.2.3 The City shall ensure the Contractor has a single point of contact to discuss tasks, assigned work, and invoices.

Exhibit "A"

ATTACHMENT A- BID SHEET

The Bidder represents by their signature below that he/she is submitting a binding offer and is authorized to bind the Bidder to fully comply with the solicitation documents contained in IFB No. 19-005 Traffic Count Data Collection Services. The Bidder acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

Type of count	Unit of Measure	Estimated Number of Counts Expected	Unit Price	Extended Total
Annual ADT Count Program (Groups 1-3)	Each	71	\$200.00	\$14,200.00
On Call Volume Counts				
Bi-Directional 2 Lane Roadway	Each	40	\$120.00	\$4,800.00
Bi-Directional 4 Lane Roadway	Each	40	\$135.00	\$5,400.00
On Call Speed Counts				
Bi-Directional 2 Lane Roadway	Each	40	\$140.00	\$5,600.00
Bi-Directional 4 Lane Roadway	Each	40	\$165.00	\$6,600.00
On Call Turning Movement Counts	Each	20	\$150.00	\$3,000.00
Driveway Study	Each	1	\$125.00	\$125.00
One Direction Flow	Each	1	\$120.00	\$120.00
Bi Direction Flow	Each	1	\$135.00	\$135.00
Classification Study	Each	1	\$140.00	\$140.00
GRAND TOTAL:				\$40,125.00

Additional Day
(While this information will not be evaluated these values will become part of the contract and may be requested in future scopes of work)

\$60.00
\$70.00
\$75.00
\$90.00
\$75.00
\$40.00
\$60.00
\$70.00
\$75.00

Other Studies Traffic Surveys & Travel Hourly Rate Parking lots, Trip Generation, Delays	-	Please provide a list of services		
---------------------------------------------------------------------------------------------------	---	-----------------------------------	--	--

Please see attached list of services

COMPANY NAME: Quality Counts, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Peter Kurtz

PHONE NUMBER: 704.215.4616

EMAIL ADDRESS: pkurtz@qualitycounts.net

Exhibit "A"

TEXAS
2019 Rate Schedule
Round Rock



New & Innovative Services	Email Survey Details for Quote
Parking Surveys	Ground-level & Aerial: Inventory, Occupancy, Space Utilization, Turnover
Aerial Photography/Videography	Interchange TMCs, O-D, Vehicle/Ped/Bike Behavior, Surveying, Marketing, Orthomosaics
Reiker Curve Advisory Reporting	MUTCD Compliance, Curve Sign Reporting, GIS Data Sets
Bluetooth® O-D/Travel Time Studies	24/7 Cloud Access, Raw Data, Portable & Permanent Installations, Live Filtering
Asset Inventory & GIS	Pavement Analysis, Signs, Parking, ADA, Travel-Time, O-D, Ped/Vehicle Conflicts
Geospatial Data Service	Web Portal, QC Historical Data, DOT Traffic Counts, Supplemental Data Sets

Turning Movement Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Driveway In/Out Count (e.g. RIRO)	\$125	\$40
Standard Count	\$130	\$55
High Volume Count	\$175	\$80
Complex Count (e.g. SPUI, Multi-Lane Roundabout)	\$300	\$120
Video Only (Per Camera Setup; Continuous Up To 24 Hours)	\$100	-

Bike & Pedestrian Counts (Per Continuous Count Period)	Per Location (2 Hour Min.)	Additional Hour
Screenline Count (e.g. Greenway, 1-2 Sidewalks and/or Bike Lanes)	\$120	\$40
Intersection/Midblock Crossing Count	\$140	\$50

Tube/Radar Counts	Per Location (24 Hour Min.)	Additional Day
1-3 Lane Roadway Volume-Only	\$120	\$60
1-3 Lane Roadway Volume/Speed/Class	\$140	\$75
4+ Lane Roadway Volume-Only	\$135	\$70
4+ Lane Roadway Volume/Speed/Class	\$165	\$90
Mainline Radar Survey Volume-Only	\$550	\$125
Mainline Radar Survey Volume/Speed/Class/Lane Utilization	\$600	\$150

Video Screenline Counts	Per Direction Per Hour		
*24 Hour Minimum. Under 24 Hours Incurs \$100 Setup Fee.	1-3 Lanes	4-6 Lanes	7-9 Lanes
Binned FHWA Classes (Up to 6 Bins)	\$20	\$40	\$60
Full 13-Class FHWA	\$40	\$70	\$95

Travel Rate and Other Surveys	
Travel, Delay, Queue, License Plate O-D, Gap, Sat Flow	Starting at \$60 Per Hour
GPS/Tru-Traffic Travel Time Studies	Call for Quote
Video DropBox Download Link	\$20 (Per Location; Continuous Up To 24 Hours)

The above rates are valid for projects in Round Rock, Texas. For counts outside of this region, items not covered above, or any other questions, please contact your local office representative.

(512) 670-0081 | www.QualityCounts.net | QCTEX@QualityCounts.net

Exhibit "A"

**ATTACHMENT B:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-005

RESPONDENT'S NAME: Quality Counts, LLC **DATE:** 01/30/2019

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Travis County
Name of Contact Andre Betit, PE
Title of Contact Traffic Engineering Division Manager
E-Mail Address andre.betit@traviscountytexas.gov
Present Address 700 Lavaca St
City, State, Zip Code Austin, TX 78701
Telephone Number (512) 854-8757 Fax Number: ()

2. Company's Name Kimley-Horn
Name of Contact Vivek Deshpande, PE, PTOE
Title of Contact Transportation Engineer
E-Mail Address vivek.deshpande@kimley-horn.com
Present Address 10814 Jollyville, Avallon IV, Suite 300
City, State, Zip Code Austin, TX 78759
Telephone Number (512) 418-4536 Fax Number: ()

3. Company's Name Big Red Dog
Name of Contact Dan Hennessey
Title of Contact Director, Transportation Engineering
E-Mail Address dan.hennessey@bigreddog.com
Present Address 2021 East 5th Street, Suite 200
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 669-5560 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

ATTACHMENT C- City of Round Rock Monitoring Locations

GROUP	LOCATION
ADT ARTERIAL STREETS - Groups 1, 2 and 3	
GROUP 1	
1	AW Grimes Blvd Btwn Gattis School Rd & Louis Henna Blvd
1	AW Grimes Blvd Btwn Logan Dr & Gattis School Rd
1	AW Grimes Blvd Btwn Louis Henna to Roundville Ln
1	AW Grimes Blvd Btwn Old Settlers Blvd & Tiger Trail
1	AW Grimes Blvd Btwn Tiger Trl & Hwy 79
1	AW Grimes Blvd Btwn University Blvd & Old Settlers Blvd
1	AW Grimes Blvd Btwn Hwy 79 & Logan Dr
1	Bowman Rd btwn Greenhill Dr & Egger Ave
1	Bowman Rd Btwn Sunrise Rd & Buckeye Ln
1	Chisholm Trail Rd Btwn Chisholm Pkwy & Industrial Blvd
1	Chisholm Trail Rd btwn Emmanuel St & Sunset Dr
1	Chisholm Trail Rd btwn Wolle Ln & FM 3406
1	Creek Bend Blvd Btwn Wyoming Springs & Creek Bend Cir.
1	Creek Bend Blvd Btwn FM 3406 & Sam Bass Rd
1	Deepwood Dr at Round Rock High School
1	Dell Way btwn Greenlawn Blvd & South Mays St
1	Double Creek Dr btwn Bryant Dr & Louis Henna Blvd
1	Double Creek Dr btwn Henna Way & Ray Berglund Blvd
1	E Main St btwn Burnet St & Lewis St
1	FM 3406 Btwn Plantation Dr & Oak Hollow Dr
1	FM 3406 Btwn Wyoming Springs Dr & Sam Bass Rd
1	Forest Creek Dr btwn Grey Feather Ct & Kenny Fort Dr
1	Forest Creek Dr Btwn Kenny Fort Blvd & Rusk Rd
1	Forest Creek Dr btwn Lake Forest Dr & Forest Ridge Blvd
1	Gattis School Rd Btwn High Country Blvd & Red Bud Ln
1	Gattis School Rd Btwn Rolling Ridge Dr & Meister Ln
1	Gattis School Rd Btwn Joyce Ln & South Creek Dr
1	Gattis School Rd btwn Surrey Dr & Oxford Blvd
1	Georgetown St Btwn Timberwood Dr & Pecan Ave
1	Logan ST Btwn Mays St & Greenlawn Blvd
1	Greenlawn Blvd Btwn Dell Way & Stratford Dr
1	Greenlawn Blvd btwn Louis Henna Blvd & IH-35 NB Frontage Rd
1	Hesters Crossing Rd Btwn La Frontera Blvd & CR 172
1	Hesters Crossing Rd Btwn Rawhide Dr & IH-35 SB Frontage Rd
1	High Country Blvd Btwn Southampton Way & Flower Hill Dr
1	Kenny Fort Blvd btwn Joe DiMaggio Blvd and Forest Creek Dr
1	La Frontera Blvd Btwn Sundance Pkwy & SH 45 WB Frontage Rd
1	N Mays St Btwn Texas Ave & Bowman Rd
1	N Mays St btwn Jeffrey Way & Greenhill Dr
1	N Mays St btwn US79 to Old Bowman
GROUP 2	
2	S Mays St btwn Fannin Ave and Sunset Dr
2	S Mays St Btwn Mays Crossing and Gattis School Rd
2	S Mays St Btwn Nash St and the Lake Creek Bridge
2	McNeil Rd Between East Messick Lp and Oakridge Dr
2	McNeil Rd Btwn Blair St & IH-35 NB Frontage Rd
2	McNeil Rd Between Saint Williams Ave and Round Rock West Dr
2	Meister Ln btwn Louis Henna Blvd & Gattis School Rd
2	Confirm!
2	Old Settlers Blvd btwn Brenda Ln & Bluffstone Dr
2	Old Settlers Blvd Btwn Champion Dr & Water Spaniel Way
2	Old Settlers Blvd Btwn Greenhill Dr & Mesa Park Dr
2	Red Bud Ln Btwn CR 123 & Evergreen Dr
2	Red Bud Ln Btwn Old Settlers Blvd & CR 117
2	Red Bud Ln Btwn Jackrabbit Run & Doris Ln
2	Red Bud Ln Btwn Hwy 79 & Mickey Mantle Pl
2	FM 620 Btwn Chisholm Trail Pkwy & Lake Creek
2	FM 620 Btwn Wyoming Springs & Oakwood Blvd
2	Round Rock Ave Btwn San Saba St & Brown St
2	Sam Bass Rd Btwn FM 3406 & Desert Willow Dr
2	Sam Bass Rd Btwn Somerset Dr & Meadows Dr

Exhibit "A"

ATTACHMENT C- City of Round Rock Monitoring Locations

GROUP 3	
3	Sunrise Rd Btwn Eagles Nest St & Luther Peterson Pl
3	Sunrise Rd Btwn Old Settlers Blvd & Bowman Rd
3	Sunrise Rd Btwn Hwy 79 & Tiger Trl
3	Sunrise Rd Btwn Eagles Nest St & Hidden Valley Dr
3	University Blvd btwn AW Grimes Blvd & CR 110
3	University Blvd btwn Campus Village Dr & College Park Dr
3	University Blvd btwn IH 35 & Oakmont Dr
3	University Blvd Btwn Oakmont Dr & Sunrise Rd
3	University Blvd btwn Sunrise Rd & Orion St
3	US 79 Btwn Georgetown St & Sunrise Rd
3	US 79 Btwn N Mays St & IH 35
3	US 79 Btwn Joe Dimaggio Blvd & Harrell Pkwy
3	US 79 Btwn Nolan Ryan Blvd. & Red Bud Ln.
3	Wyoming Springs Dr Btwn Smyer Ln & Park Valley Dr
3	Wyoming Springs Dr Btwn Arbor Dr & Stone Creek Dr
GROUP	LOCATION
SH45 FRONTAGE RD.	
4	WB Louis Henna Blvd East of CR 172
4	EB Louis Henna Blvd West of CR 1325
4	WB Louis Henna Blvd Btwn Kouri Ave & La Frontera Blvd
4	EB Louis Henna Blvd Just West of Farmers Cir
4	EB Louis Henna Blvd Just East of I-35 NB Frontage Rd
4	WB Louis Henna Blvd East of I-35 NB Frontage Rd
4	WB Louis Henna Blvd Just West of SH-45 WB On-Ramp
4	EB Louis Henna Blvd Btwn SH-45 EB Offramp & Gas Station Dwy
4	WB Louis Henna Blvd Just East of Large Parking lot West Dwy East of Greenlawn Blvd
4	EB Louis Henna Blvd Btwn SAW Grimes Blv & Warner Ranch Dr
4	WB Louis Henna Blvd East of AW Grimes Blvd
4	EB Louis Henna Blvd East of SAW Grimes Blvd
4	EB Louis Henna Blvd East of Double Creek Dr
4	WB Louis Henna Blvd Just East of CR 169
4	EB Louis Henna Dr Just East of Schultz Ln
4	WB Louis Henna Blvd Just West of Donnell Dr
GROUP	LOCATION
I35 FRONTAGE RD.	
5	I-35 NB Frontage Rd Just North of Greenlawn Blvd
5	I-35 SB Frontage Rd Just North of Parker Rd
5	I-35 NB Frontage Rd ±600' of SH45
5	I-35 SB Frontage Rd Just North of Sundance Pkwy
5	I-35 NB Frontage Rd Just South of Dell Way
5	I-35 SB Frontage Rd South of Old West Dr
5	I-35 NB Frontage Rd ±200' north of Gattis School
5	I-35 SB Frontage Rd Just South of Chisholm Valley Dr
5	I-35 NB Frontage Rd Just north of Mays Crossing
5	I-35 SB Frontage Rd ±600' south of Round Rock Ave
5	I-35 NB Frontage Rd Just south of Round Rock Ave
5	I-35 NB Frontage Rd ±500' north of Round Rock Ave.
5	I-35 SB Frontage Rd ±500' north of Round Rock Ave.
5	I-35 SB Frontage Rd ±300' north of Sunset Dr.
5	I-35 NB Frontage Rd Just North of Sunset Dr
5	I-35 NB Frontage Rd Just North of W Palm Valley Dr
5	I-35 NB Frontage Rd North of Texas Ave
5	I-35 SB Frontage Rd Just North of Chisholm Pkwy
5	I-35 SB Frontage Rd ±900' South of FM 3406
5	I-35 NB Frontage Rd Just North of Meridian Lane
5	I-35 SB Frontage Rd Just North of Wolle Ln
5	I-35 SB Frontage Rd Just South of University Blvd
5	I-35 NB Frontage Rd Just South of University Blvd
5	I-35 NB Frontage Just North University Blvd
5	I-35 SB Frontage Rd Just South of South Westinghouse Dr Half Loop
5	I-35 NB Frontage Rd North of Bass Pro Dr

Exhibit "A"

Minimum Qualifications

Quality Counts (QC) is a nationwide full-service transportation data collection firm with more than 170 employees in 10 offices across the United States, including one in nearby Pflugerville, TX. Our company was founded in 2003 in Portland, OR to meet the need for a local, dedicated traffic data vendor. Over the past 16 years, QC leveraged its specialized commitment to exceptional customer service, quality products, and innovative technology to become one of the most respected, industry-leading transportation data collection firms in the country. Our processes are rooted in a customer-first, transparent business model that maximizes project efficiency and reporting accuracy. More recently, our experience and partnerships continue to grow:

2014 - 2017 Traffic Count Experience		
Year	Tube Counts	TMC Count Hours
2014	8,500	60,000
2015	18,000	70,000
2016	23,000	73,530
2017	18,380	92,000

We believe in always striving to improve. Our system of data collection evolves with deliberate intent to advance the transportation data industry. With more than 200,000 studies on our resume, we are a trusted source of data and collection program development for numerous state DOTs, counties, cities, MPOs, COGs, private sector clients, FHWA, and the National Cooperative Highway Research Program (NCHRP). In fact, our data collection methods are so accurate that they are often used to establish "ground truth" corroborative data sets in nationwide studies of survey methodologies and technologies. QC is also actively involved with university research teams to develop reliable trajectory-level surveys.

Our vast experience is made possible through the use of state-of-the-art hardware, software, and proven processing methods. We maintain a high level of industry-specific knowledge and cutting-edge technology to allow us to deliver solutions catered to unique transportation problems. Our team offers access to collection capabilities backed by an immense inventory of pneumatic tube counters, cameras, Bluetooth/WiFi detection units, side-fire radars, drones, and fixed-wing aircraft. QC regularly utilizes manual processing methods for unrivaled 99% accuracy and complete reporting customization, proprietary QA/QC analytics applications for macro-level data validation across entire corridors, automated software for specialized safety assessments and aerial surveys, and Bluetooth, cellular, WiFi and GPS analytics for

origin-destination and travel time reporting. We are confident in our ability to meet and exceed your needs, having collected thousands of hours of the following studies:

Camera Surveys

- Turning movement counts
- Queue, delay, and gap
- Weave analysis
- License plate O-D
- Red light compliance
- Gap duration and acceptance/rejection
- Trip generation
- Saturation flow

Parking Studies

- Parking inventory/capacity
- Space/block/lot utilization
- Vehicle turnover
- Intercept surveys

Bicycle/Pedestrian Studies

- High volume/special event studies
- Pedestrian-vehicle conflicts
- Transit/boarding studies
- Jaywalking/illegal movement surveys
- Pedestrian compliance

Aerial Surveys

- Complex TMCs and O-D
- Mainline and interchange studies
- Vehicle and bike/ped behavior studies
- Before/after and progression assessments

Origin-Destination

- Bluetooth/WiFi O-D surveys
- Big data (GPS/cellular) surveys

GIS/Asset Surveys

- Horizontal curve assessments
- Sign inventories

Mainline Studies

- ATR (pneumatic tube counts)
- Side-fire radar counts
- Video-based manual counts

Our Commitment to Quality

Our project lifecycle is carefully crafted to strict standards that are catered to your unique and varying needs. We guarantee that our video data results will be at or above 99% accuracy and our automated sensor data will meet or exceed your expectations. The steps below outline our QA/QC process from planning through delivery:

Field Setup Verification

- Our team will thoroughly explain our planned approaches for each collection site and confirm all processing instructions and deliverable requirements.
- When on-site, our team will verify that all intersections and mid-blocks in the project setup area are flowing and following a functional norm. Traffic abnormalities will be reported immediately.
- Every piece of equipment is tested, calibrated, and set up according to exact manufacturer specifications.
- Cameras are set up in multiple angles with unobstructed views of all vehicles, pedestrians, and cyclists.
- Approaches are captured for upstream traffic reporting including queueing and nearby accidents.
- Pneumatic tube counters and radars are set up where traffic is free flowing and queueing is infrequent.
- Field data sheets are completed with detailed area and equipment diagrams and traffic condition reports.

Reduction to Data

- Volume, speed, and classification data is downloaded from pneumatic tube counters and radars using software that reports data accuracy. Our team looks for and reports any abnormalities (e.g. gaps, high unclassified percentages).
- Collected video is transferred to our Video Reduction Center in Tampa, Florida via a secured cloud network.
- Video technicians, who endure weeks of intensive training and coordination tests, manually extract vehicle counts and movements from the video. Issues that may negatively impact data are immediately reported. This approach has proven to be more accurate than any automated video counting system in existence today.

Data Checks

- Intersection and roadway network verification techniques are utilized through the use of Merlin, our proprietary QA/QC analytics software. This allows for a holistic micro and macro-level view of data trends that are used to detect, inspect, reject, and report errors and abnormalities.
- Unusual data patterns are flagged and reported. This includes incomplete data, high or low intervals, low heavy vehicle percentages, illegal movements, traffic flow below or above expectation in any area, the presence or absence of specific expected movements, and corridor balancing issues among multiple survey sites.
- Our team firmly believes in transparency. At any time, you may request copies of internal documents detailing counts completed, unclassified vehicle percentages, processing comments, Merlin reports, and copies of counter and video files. All of this information is stored indefinitely in secure cloud servers.

Our Flexibility

If we can count it, we can classify it into any deliverable template: vehicles, pedestrians, bicycles, boats, skateboards, and more. Manual reduction means unlimited options for classification schemes for any traffic type to help convey a more complete picture of a network's behavior. We can also perform all sorts of time-tracking and timestamp-based projects that deliver information about specific events or occurrences.

Our Customer Service

Our team members are always available to talk through any concerns you may have. There is no dealing with limited business hours or automated phone lines. We will always do what it takes to maintain our commitment to 99% video data accuracy. By recommending proper automated collection practices, we guarantee to meet or exceed data accuracy standards for pneumatic tube and radar collection devices. If you aren't completely satisfied with our data, we will recollect and reprocess at no additional cost to you.

Project Team

We believe that quality data starts with maintaining a well-trained, dedicated, and motivated staff. **Our team is solely dedicated to the collection, processing, and delivery of traffic data.** Since we are not distracted by completing project analyses and preparing technical engineering reports, we spend more time training our staff, verifying the absolute precision of our data, ensuring equipment and software tools are best in class and properly calibrated, and responding thoroughly and quickly to all our clients' inquiries.

Our local team in Pflugerville, TX is ready and eager to service the City of Round Rock's traffic count needs. **Randel Lenz**, our Texas Operations Manager, will lead QC's local team. He will be tasked with managing field staff, providing milestone updates to the City, and submitting deliverables. Randel will be accompanied by a team of experienced Field Technicians to complete on-site survey tasks, led by **James Brown**. **Peter Kurtz** will be available at all times to support Randel's efforts. He will reallocate equipment, staff, and any other necessary resources as needed to ensure timely completion of all requested data collection.

Automated traffic data from pneumatic tube counters and other specialized survey devices will be processed by our Operations Support team, led by **James Brennan** and supported by **Noah Smith**. This elite data analytics group is trained in TraxPro, PetraPro, Centurion, VIAS, DataExpress, and Stats Analyzer software. They process thousands of counts annually and have years of experience in quality control and identifying problematic data. Noah Smith will also lead the processing of any Bluemac Bluetooth, drone, and other unique surveys.

All video-based surveys are transferred to the VRC in Tampa, FL. Dedicated, highly-trained Data Reduction Technicians led by **Erin Martineau** will manually process vehicle volumes, pedestrians, cyclists, and any other requested data with at least 99% accuracy. Our VRC can count to 4,000 hours of video per week.

Organizational Chart

We understand that data is used to make important decisions that affect the safety and effectiveness of our local roadways and infrastructure and have a direct impact on our local communities and economies. Our Managers and Field Technicians are always available to address changes that may occur during a project or contract. We take pride in our willingness to adapt to the individual needs of our clients. Our organizational chart below illustrates the reporting relationships among our staff and the City of Round Rock.

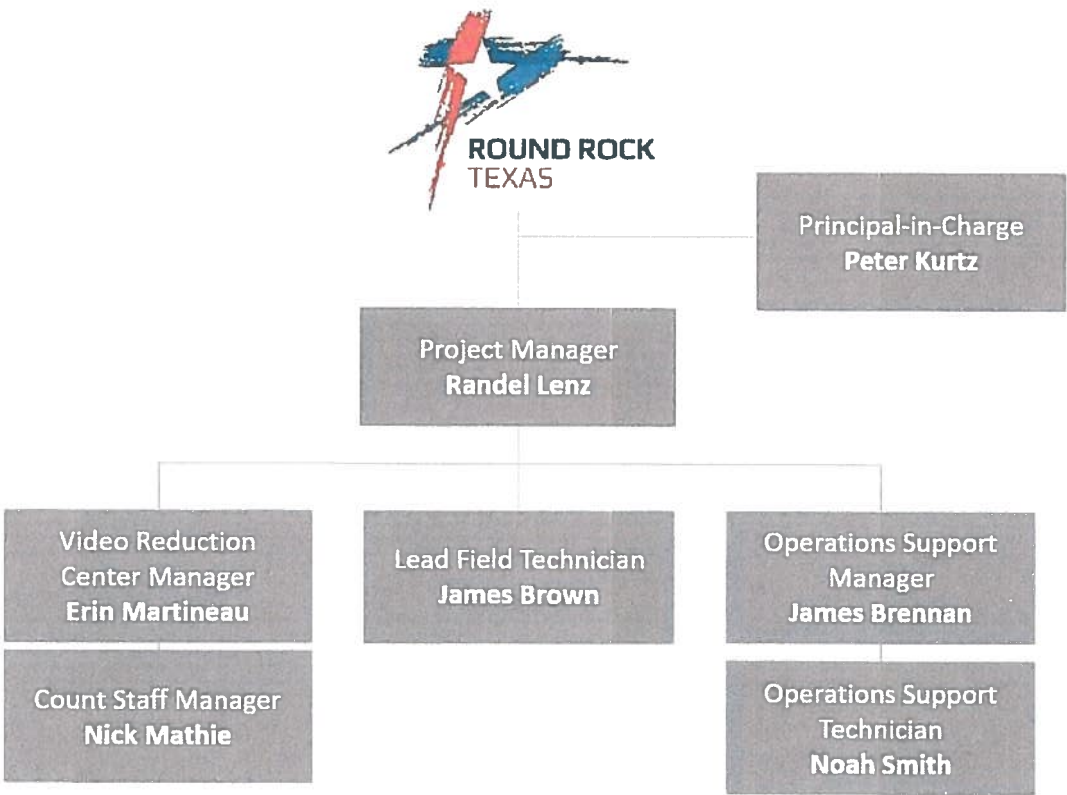


Exhibit "A"

Project Schedule

Collection Schedule and Availability

Upon execution of a task order and notice to proceed, Randel will begin the preparation process to collect the requested data the same day the task order is issued. These tasks include:

1. Mapping all locations using our online mapping tools
2. Reviewing each location using Google Street View or on-site visits
3. Determining and annotating equipment requirements and optimal placement
4. Preparing site and survey-specific field data sheets
5. Designing optimal field work routes
6. Adding equipment setup and pickup dates to Field Technician schedules
7. Discussing anticipated video/data transmittal schedules with VRC staff
8. Scheduling final project delivery dates with those same parties, based on City requirements

Field work tasks will commence the first available week within the desired collection window. QC has more than 900 video cameras and 800 automated traffic recorders available to help service City of Round Rock task orders. Data review will commence the week after field work takes place.

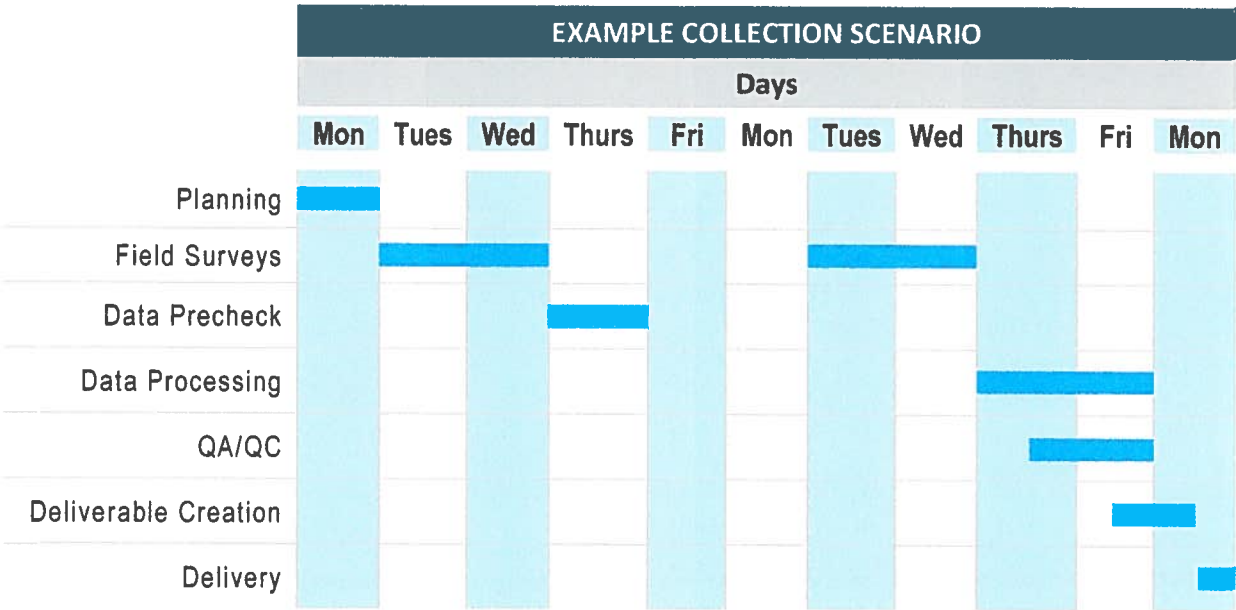
QC has predetermined video processing turnaround times based on how many hours of video collection hours or tube counts are included in a single task order.

This turnaround spans only four business days for a single camera and tube count up to a three-week period for projects totaling 300 count hours and over 20 tube counts. Exact turnaround will be calculated and communicated as the City specifies its final list of desired count locations and count times.

Every effort will be made to expedite delivery to ensure that we submit data according to the City of Round Rock’s schedule. We understand that the City may require expedited delivery for specific locations to respond to administrative, legislative, and public demands. Our VRC is prepared to leverage its capacity to process more than 4,000 hours of video per week to meet any reasonable expedite requests the City may issue. Our Operations Support team may also expedite tube processing requests for accelerated delivery.

Our team will plan to collect all data in fair weather conditions. In the event that inclement weather arises or traffic incidents occur that are believed to impact traffic data, the City will be notified immediately after the survey date. QC is willing to recollect any such impacted surveys at no additional cost.

The table below describes a hypothetical collection schedule for 10 two-day pneumatic traffic counts. A second backup collection week is always reserved for any potential recounts due to irregular traffic, weather, or equipment-related incidents.





**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: 19-005

Addendum No: #1

Date of Addendum: 1/22/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1. What information should we provide to the City to address the evaluation criteria?

**A1. Responses to this solicitation will be evaluated based on vendor responsiveness and lowest cost.
Additional information explaining how a company meets minimum qualifications is always welcome.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Amanda Crowell, Purchasing Technician
Purchasing Office, 512-218-5458

1/22/2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Peter Kurtz

Name

Authorized Signature

01/28/19

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

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:
2019-456170

Date Filed:
02/22/2019

Date Acknowledged:

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

Quality Counts LLC
Tigard, OR United States

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

City of Round Rock

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

000000 Traffic Data Collection
Traffic Data Collection Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Travis Cummings, and my date of birth is 2-19-1986.

My address is 12504 SE Ellis St, Portland, OR, 97236, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Washington County, State of Oregon, on the 22nd day of February, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Utility Relocation Agreement with Time Warner Cable Texas, LLC for Phase 5A and 5B of the Southwest Downtown Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$293,383.71

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2019-0145

This is a contract for the relocation services and materials with Spectrum/Charter Communications on the Southwest Downtown 5A and 5B Projects. The relocation efforts include removal of all wires and above ground facilities associated with Spectrum's infrastructure in the above mentioned areas and placement of the facilities into the duct bank provided to them by the City of Round Rock including manholes.

The actual cost of the 5A Project is \$197,442.00. The projected cost of the relocation in 5B is \$95,941.71 for a total of \$293,383.71.

Cost: \$293,383.71

Source of Funds: *Round Rock Transportation and Economic Development Corporation*

RESOLUTION NO. R-2019-0145

WHEREAS, the City of Round Rock wishes to enter into a Utility Relocation Agreement with Time Warner Cable Texas LLC for the relocation of facilities in connection with the Phase 5A and 5B of the Southwest Downtown Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City said Utility Relocation Agreement with Time Warner Cable Texas LLC, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**Time Warner Cable Texas LLC
(CHARTER COMMUNICATIONS)
Utility Relocation Agreement**

**EXHIBIT
"A"**

This Discretionary Service Agreement ("Agreement") is made and entered into this ___ day of _____, 2019, by Time Warner Cable Texas LLC ("Charter Communications" or "Company"), a Delaware Limited Liability Company, and City of Round Rock ("Customer"), a home-rule municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following services in accordance with this Agreement:

Customer agrees to pay Company for the relocation of its facilities in the Southwest Round Rock area as indicated on attached drawings (Exhibit "A").

2. **Discretionary Service Charges** - Charges for any discretionary services covered by this Agreement are determined by actual costs accumulated in accordance with an established accounting procedure developed by the Company and which the Company uses in its regular operations. Company and Customer agree to comply with any applicable Texas Public Utility Commission ("PUC") or court orders concerning such discretionary service charges. An estimate of Service Charges is attached as Exhibit "B."

3. **Term and Termination** - This Agreement becomes effective the date it is signed by the Customer and continues in effect until the utility relocation is complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

4. **No Other Obligations** - This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

5. **Governing Law and Regulatory Authority** - This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

6. **Amendment** - This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable Rules are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

7. **Entirety of Agreement and Prior Agreements Superseded** - This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

8. **Notices** - Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Charter Communications Attn: Jerry Doyle
CTX Manager
12012 N. MOPAC Expressway
Austin, TX 78758

(b) If to Customer:

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

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

9. **Invoicing and Payment** - Invoices or payments for any discretionary services covered by this Agreement will be mailed to the following address (or such other address directed in writing by Customer or Company).

Invoices

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

Payments

Charter Communications

Attn: Terry Doyle

12012 N. MOPAC Expressway

Austin, TX 78758

10. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

11. **Taxes** - All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

12. **Headings** - The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

13. **Multiple Counterparts** - This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

14. **Other Terms and Conditions** – Customer agrees that payment shall be made within 60 days of the date the project is completed or the date the invoice is received, whichever is later. Charter Communications shall provide notice to Customer when Charter becomes aware that actual costs will exceed the estimate by more than ten (10%) percent.

Time Warner Cable Texas LLC

By: Charter Communications Inc., its Manager

City of Round Rock

BY: _____

BY: _____

TITLE: Area Vice President _____

TITLE: _____

DATE: _____

DATE: _____

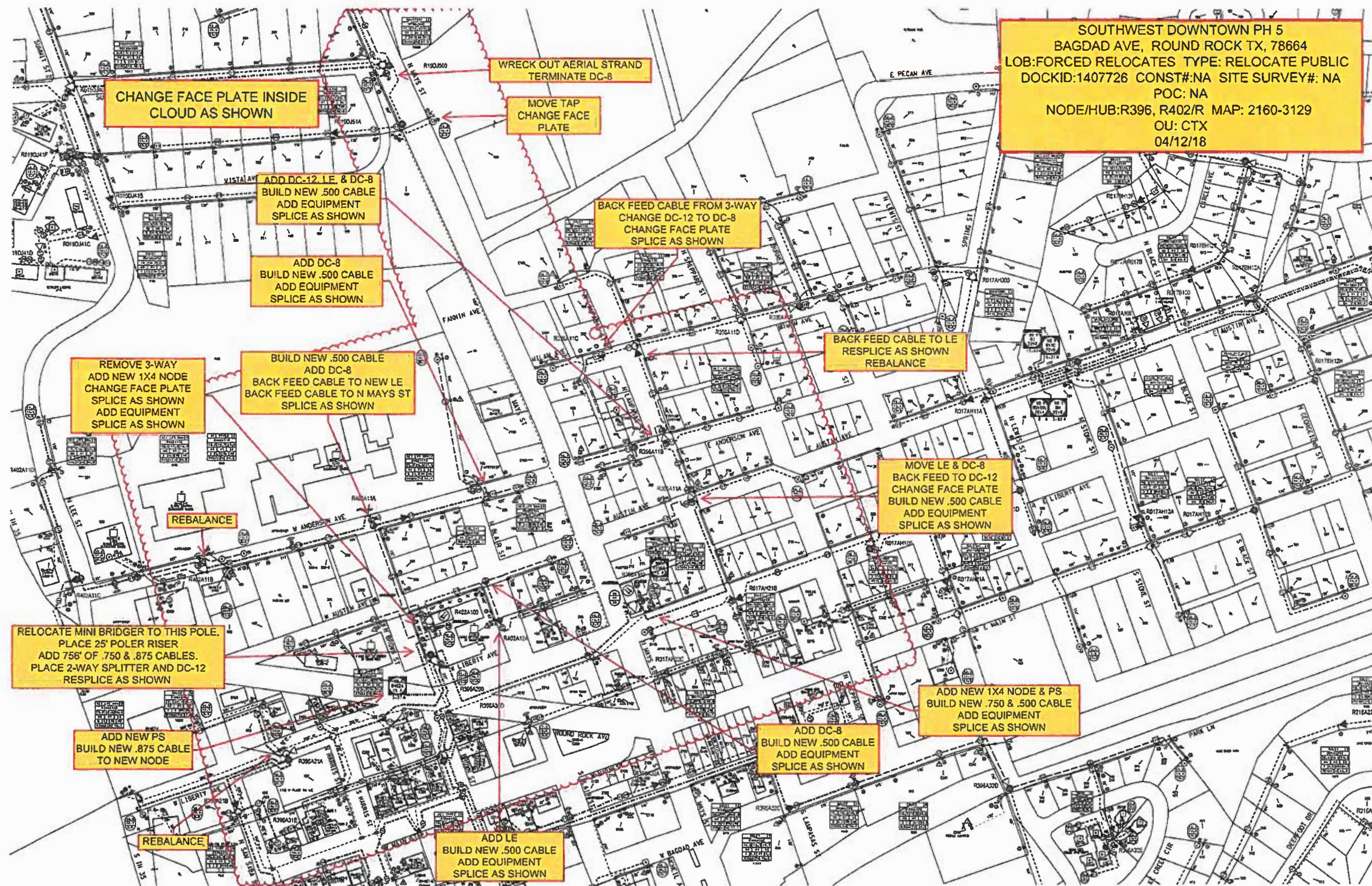
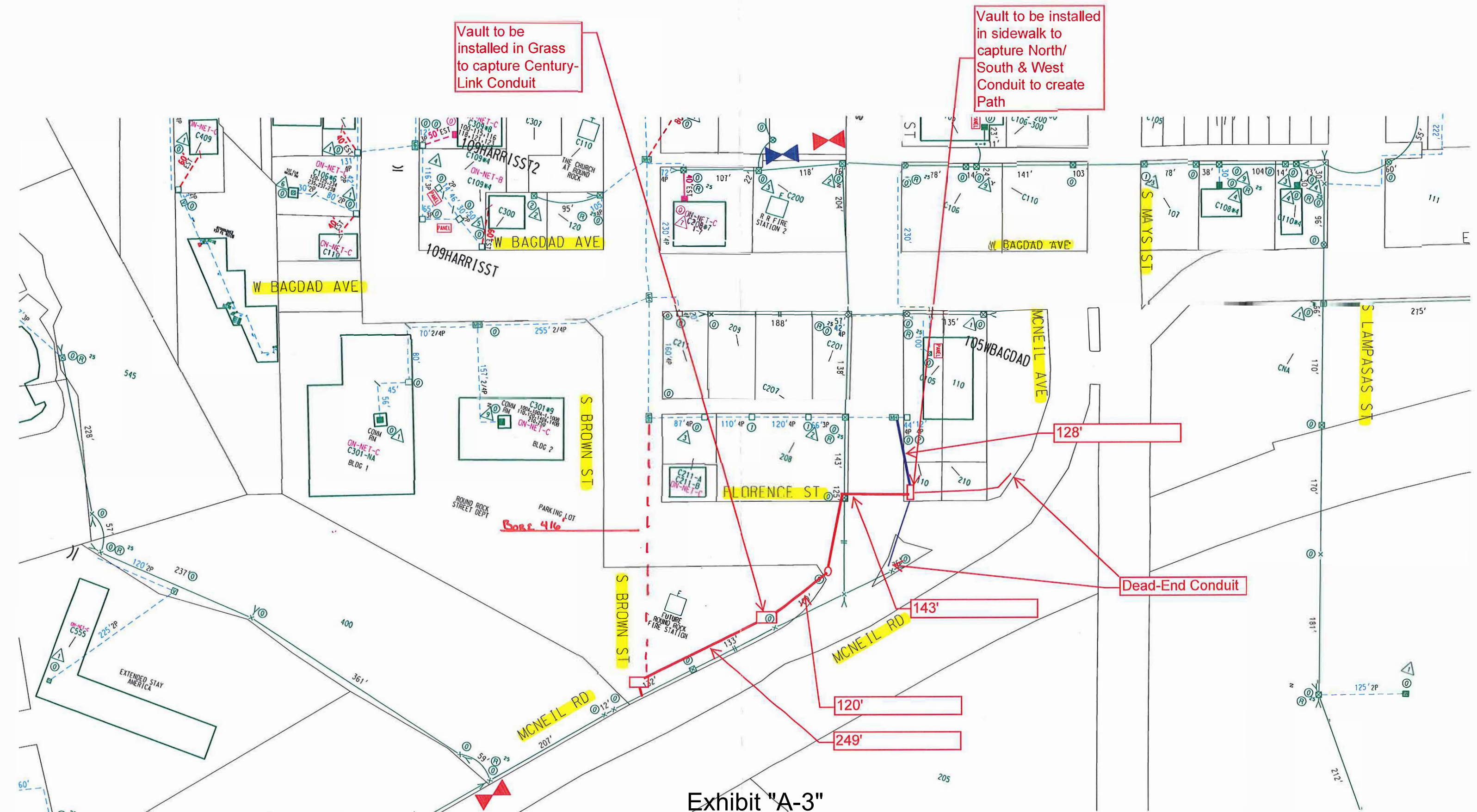


Exhibit "A-2"

Proof & Place 1108, Pull Case Occupied 1105'



Spectrum

Downtown Round Rock Cost Breakdown

Bore @ McNeil

\$91,582.14

206 W Main St

\$3,809.84

298 E Bagdad Avenue

\$549.73

Southwest Downtown Ph 5

\$197,442.00

Grand Total

\$293,383.71

Exhibit "B"



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and to 0.524 acre of land owned by Jo Ann Smothers Walker for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 41).

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Michael Thane, Utility & Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2019-0141

The BCRUA's appraised value by Paul Hornsby & Co. for the proposed easement acquisition is calculated as follows: 0.524 ac./22,825SF x \$125K ac/\$2.87 SF x 10% easement rights = \$6,550

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a subsurface raw water line easement to the following parcel of land for construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities: a 0.524-acre tract of land from property owned by Jo Ann Smothers Walker, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2019-0141

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

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City"), the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), the City of Cedar Park, the City of Round Rock, and the City of Leander as participating cities in the BCRUA, and the public-at-large to construct certain raw water line utility improvements to and for the regional water treatment and distribution system of the BCRUA and its participating cities, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of a subsurface raw water line easement in and to approximately 0.524 acre (Parcel 41) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by **JO ANN SMOTHERS WALKER** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of a raw water line transmission line and related facilities, as a part of the improvements to the Project, at such subsurface locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend under and will cross, run through below the surface of the herein described real Property; and

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

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City of Round Rock, the BCRUA, and its member cities and their citizens, to construct and maintain raw water line utility improvements below the surface of the Property, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the BCRUA, its member cities, and the City and/or its assigns to complete said Project.

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

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

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

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

RESOLVED this 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**50 FOOT WIDE (0.524 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.524 ACRE) STRIP OF LAND LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 9, OF LAKE TRAVIS SUBDIVISION NO. 7, PLAT OF RECORD IN VOLUME 4, PAGE 98 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.) AND CONVEYED TO JO ANN SMOTHERS WALKER BY THE ESTATE OF CATHERINE SMOTHERS, IN A PROBATE OF WILL RECORDED IN VOLUME 1001, PAGE 1978 OF THE PROBATE RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.524 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE NORTH RIGHT-OF-WAY LINE OF LIME CREEK ROAD (VARIABLE WIDTH R.O.W.) AND THE SOUTH LINE OF SAID LOT 9, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 9, BEARS N 69°40'12" W – 51.50';

THENCE THROUGH THE INTERIOR OF SAID LOT 9 THE FOLLOWING TWO (2) CALLS:

1. **AN ARC LENGTH OF 329.08'** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 15°23'31" AND A CHORD WHICH BEARS N 31°23'50" E – 328.10' TO A POINT AT THE END OF SAID CURVE,
2. **N 39°05'36" E – 142.87'** TO A POINT AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE SOUTH RIGHT OF WAY LINE OF LIME CREEK ROAD AND THE NORTH LINE OF SAID LOT 9;

THENCE S 33°57'13" E – 52.27' WITH THE NORTH LINE OF SAID LOT 9 AND THE SOUTH RIGHT OF WAY LINE OF LIME CREEK ROAD, TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 9 BEARS S 33°57'13" E – 191.58';

THENCE THROUGH THE INTERIOR OF SAID LOT 9 THE FOLLOWING TWO (2) CALLS:

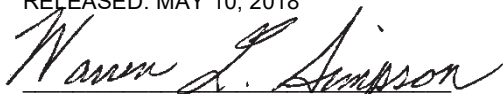
1. **S 39°05'36" W – 127.63'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 312.71'** WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', A CENTRAL ANGLE OF 15°14'54" AND A CHORD WHICH BEARS S 31°28'09" W – 311.78' TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE NORTH RIGHT OF WAY LINE OF LIME CREEK ROAD AND THE SOUTH LINE OF SAID LOT 9, FROM WHICH A 1/2" IRON PIPE FOUND MARKING AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 9 BEARS S 69°40'12" E – 4.33';

THENCE N 69°40'12" W – 50.09' WITH THE SOUTH LINE OF LOT 9 AND THE NORTH RIGHT OF WAY LINE OF LIME CREEK ROAD, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.524 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: SEPTEMBER 20, 2017
RELEASED: MAY 10, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1448
FIELD NOTE NO. 041
MAP CHECKED: 05/08/2018-WLS

LEGEND

- = 1/2" IRON ROD FOUND
- = 1/2" IRON PIPE FOUND
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS

RUSK TRANSPORTATION
COMPANY SURVEY
ABSTRACT 681
TRAVIS COUNTY, TEXAS

LOT 10 B
THE RESUBDIVISION OF LOT 10
LAKE TRAVIS SUBDIVISION NO. 7
VOLUME 101, PAGE 328
P.R.T.C.T.

LOT 9
LAKE TRAVIS
SUBDIVISION NO. 7
VOLUME 4, PAGE 98
P.R.T.C.T.

LOT 8-A
REPLAT OF LOT 8
LAKE TRAVIS SUBDIVISION NO. 7
T.C.C.D. 200700328
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	N 69° 40' 12" W	50.09'

0.524 ACRE
EASEMENT

D=15°23'31"
R=1225.00'
L=329.08'
CHD=328.10'
N 31°23'50" E

D=15°14'54"
R=1175.00'
L=312.71'
CHD=311.78'
S 31°28'09" W

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10139388.12' E:3068718.51'

SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 20, 2017

RELEASE DATE: MAY 10, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.524) SUBSURFACE EASEMENT LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT 681, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

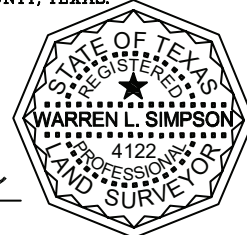
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

© COPYRIGHT ALL RIGHTS RESERVED

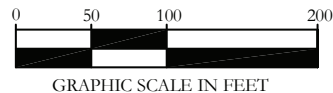
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

EXHIBIT

OF A 50 FOOT WIDE (0.524 ACRE) SUBSURFACE EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 9 OF LAKE TRAVIS SUBDIVISION NO. 7, PLAT OF RECORD IN VOLUME 4, PAGE 98 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO JO ANN SMOTHERS WALKER BY THE ESTATE OF CATHERINE SMOTHERS, IN A PROBATE OF WILL RECORDED IN VOLUME 1001, PAGE 1978 IN THE PROBATE RECORDS OF TRAVIS COUNTY, TEXAS.

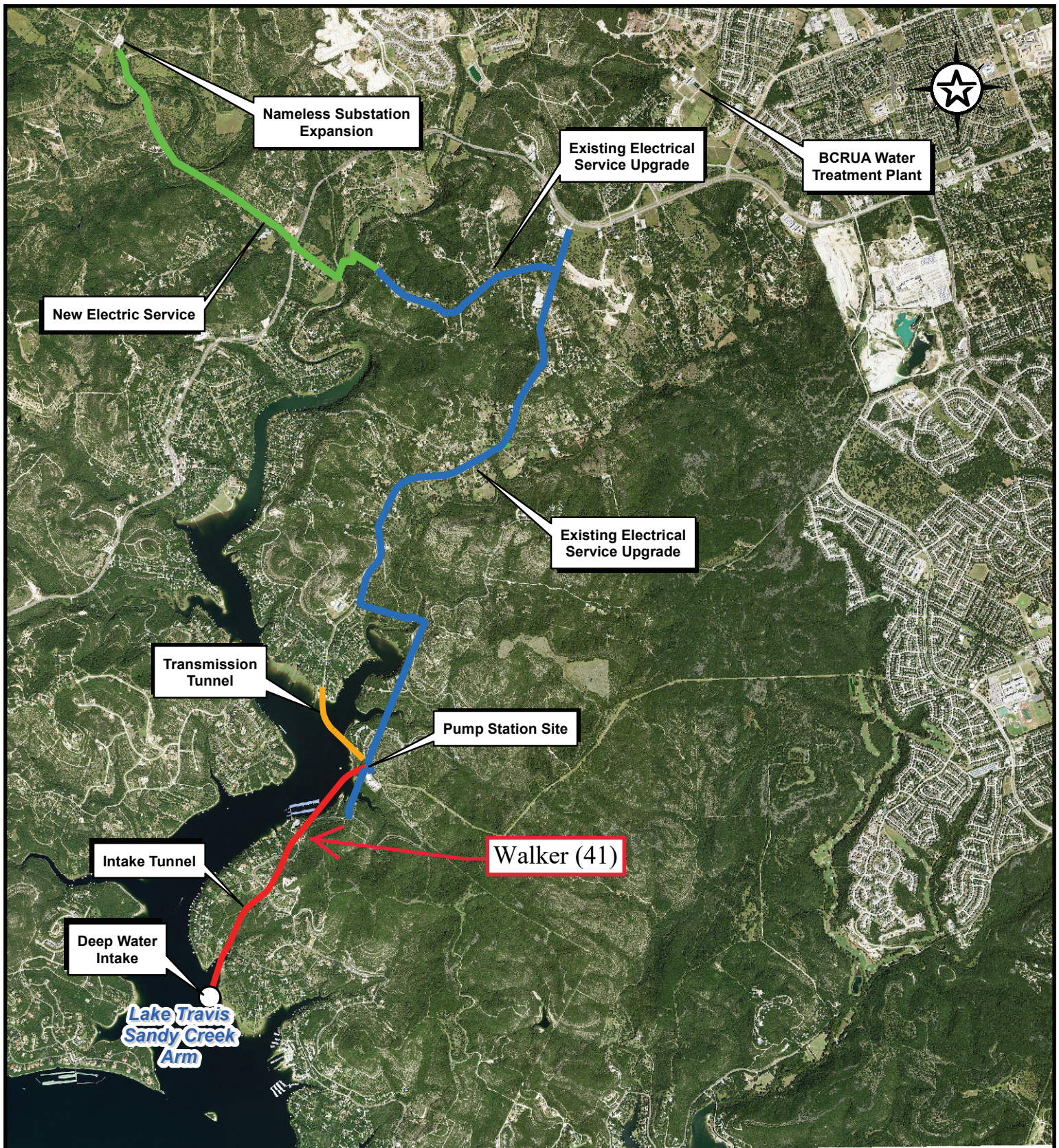


804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1448 PROJ. NO. 3-00619 DRAFTED 05/08/18
TAB NA F/N NO. 041 FB/PG 3-4/21 DRAWN BY TFG/JBM
DWG. NAME 3-00619ESMT-PARCEL 041-WALKER.DWG MAP CHK'D 05/08/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 041-WALKER.DWG, 8.5X14-NO CERT, 5/10/2018 8:00:14 AM, jmontemayor, 1:1



PROJECT OVERVIEW MAP

SCALE: 1" = 4,000'



T.B.P.E. Registration No. 8053

CLIENT NAME: BCRUA

PROJECT NAME: PHASE 2

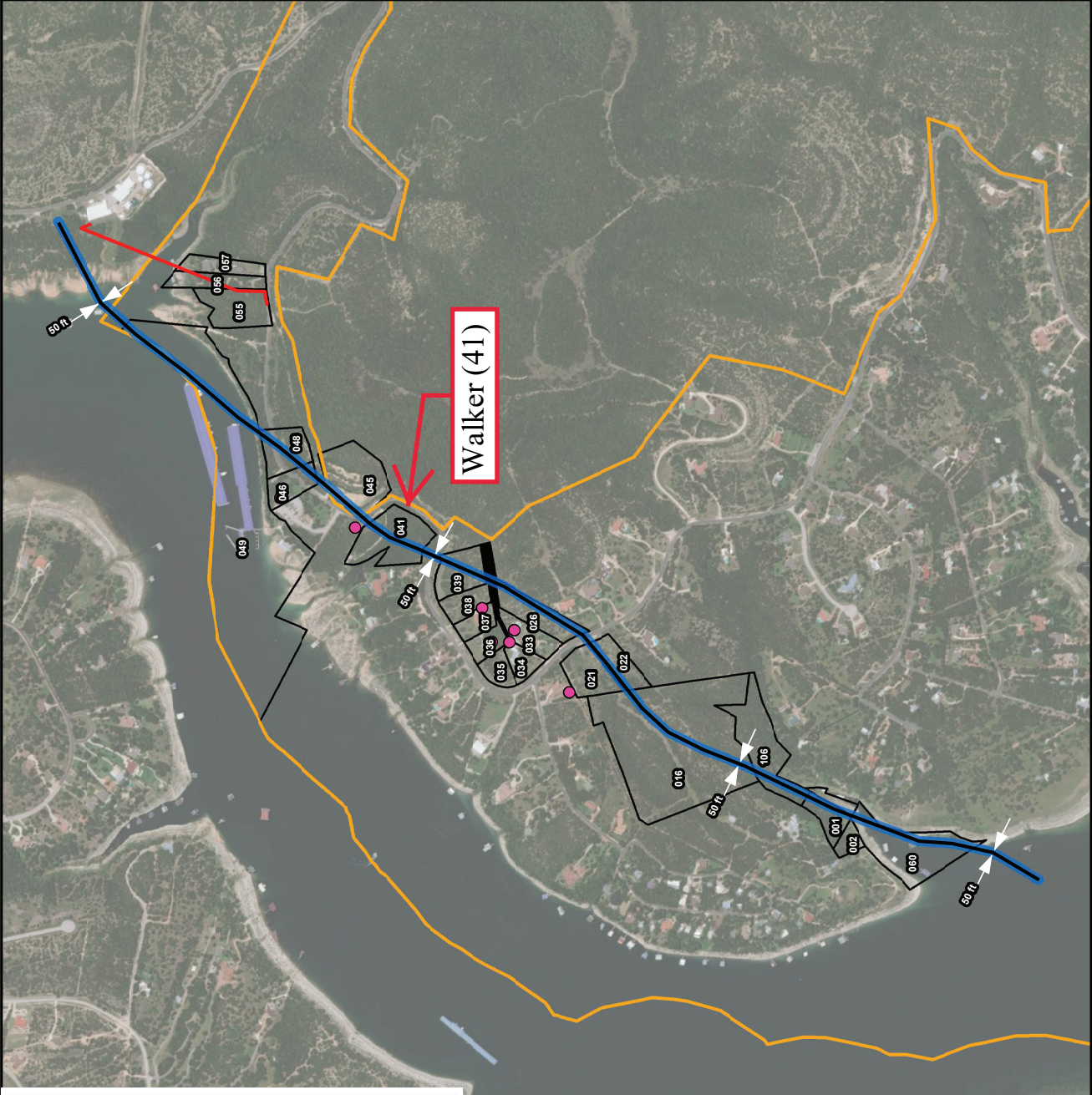
PROJECT NUMBER: 3-00619

DATE: 3/9/2018

REVISION: 01

EX. A1

Tract Name	Owner Name
001	GREGORY A ATTWOOD TRUSTEE
002	GREGORY A ATTWOOD
016	GREGORY A ATTWOOD TRUSTEE
021	MYUNG CHA KIM
022	LAURA C & KENNETH C ROSS STICH
026	NGODIEP N & RICK W SUDBROOK
033	DANIEL III & LUCY DAVILA
034	MARK E & BARBARA H RODRIGUEZ
035	PAUL SALCIDO LIVING TRUST
036	CHERYL L & TRAVIS B KING
037	SCOTT E & GEMMA MCCORMACK
038	ENRIQUE MARMOLEJO
039	ERIC & CHERILYN WILCOX
041	JO ANN SMOTHERS WALKER
045	AC SANDY YACHT CLUB MARINA LLC
046	AC SANDY YACHT CLUB MARINA LLC
048	SAMIR N & ANJA SETH
049	AC SANDY YACHT CLUB MARINA LLC
055	LAURA DYKE JACKSON
056	JULIAN M CHONG
057	PAUL BRYANT
060	LCRA
106	GREGORY A ATTWOOD TRUSTEE



Legend

Domestic Well

Locations

Electric Lake

Crossing

Gravity Tunnel

Proposed Easement Area (50 ft Width)

Volante

Corporate Limits

Tracts

GRAPHIC SCALE (FEET)

Walker Partners
engineers • surveyors
TYPE Registered No. 1833

CobbFendley

BRUSHY CREEK
REGIONAL UTILITY AUTHORITY

Proposed Intake Tunnel Easements

DRAWING NO.

01

VALUATION OF THE EASEMENT ACQUISITIONS



Whole Property = 4.473 ac.

Proposed Easement = 0.524 ac.



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and to 0.414 acre of land owned by Samir N. Seth and Anja Seth for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 48).

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Michael Thane, Utility & Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2019-0142

The BCRUA's appraised value by Paul Hornsby & Co. for the proposed easement acquisition is calculated as follows: 0.414 ac/18,034 SF x \$140K ac./\$3.21 SF x 10% easement rights = \$5,796

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a subsurface raw water line easement to the following parcel of land for construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities: a 0.414-acre tract of land from property owned by Samir N. Seth and Anja Seth, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2019-0142

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

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City"), the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), the City of Cedar Park, the City of Round Rock, and the City of Leander as participating cities in the BCRUA, and the public-at-large to construct certain raw water line utility improvements to and for the regional water treatment and distribution system of the BCRUA and its participating cities, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of a subsurface raw water line easement in and to approximately 0.414 acre (Parcel 48) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by **SAMIR N. SETH and ANJA SETH** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of a raw water line transmission line and related facilities, as a part of the improvements to the Project, at such subsurface locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend under and will cross, run through below the surface of the herein described real Property; and

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

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City of Round Rock, the BCRUA, and its member cities and their citizens, to construct and maintain raw water line utility improvements below the surface of the Property, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the BCRUA, its member cities, and the City and/or its assigns to complete said Project.

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

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

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

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

RESOLVED this 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**50 FOOT WIDE (0.414 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.414 ACRE) STRIP OF LAND LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 15, OF LAKE TRAVIS SUBDIVISION NO. 7, PLAT OF RECORD IN VOLUME 4, PAGE 98 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND INCLUDED IN A DEED TO SAMIR N. SETH AND WIFE, ANJA SETH, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2010096484 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.414 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE WEST LINE OF SAID LOT 15, AT THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 15, BEARS S 21°19'27" E – 47.28';

THENCE N 21°19'27" W – 57.49' WITH THE COMMON LINE BETWEEN SAID LOT 15 AND LOT 14 OF SAID LAKE TRAVIS SUBDIVISION NO. 7, TO A POINT AT THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE NORTHWEST CORNER OF SAID LOT 15 BEARS N 21°19'27" W – 220.43' AND FROM SAID NORTHWEST CORNER A 1/2" IRON ROD FOUND FOR REFERENCE BEARS S 45°12'07" E – 1.55';

THENCE N 39°05'36" E – 314.76' THROUGH THE INTERIOR OF SAID LOT 15, TO A POINT AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT IN THE NORTH LINE OF SAID LOT 15, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID NORTH LINE BEARS S 77°36'37" W – 164.24';

THENCE N 77°36'37" E – 77.89' WITH THE COMMON LINE BETWEEN SAID LOT 15 AND A CALLED 29.54 ACRE TRACT INCLUDED IN TRACT 3 IN A DEED TO AC SANDY CREEK YACHT CLUB MARINA, LLC, OF RECORD UNDER T.C.C.D. 2017132516 OF SAID O.P.R.T.C.T., TO A 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 15 AND THE HEREIN DESCRIBED EASEMENT;

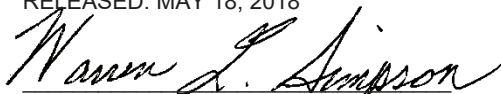
THENCE S 03°43'41" E – 2.20' WITH THE COMMON LINE BETWEEN SAID LOT 15 AND LOT 16 OF SAID LAKE TRAVIS SUBDIVISION NO. 7, TO A POINT FOR CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 15, BEARS S 03°43'41" E – 274.94';

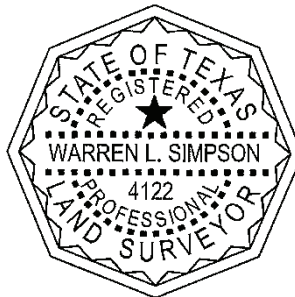
THENCE S 39°05'36" W – 402.47' THROUGH THE INTERIOR OF SAID LOT 15, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.414 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

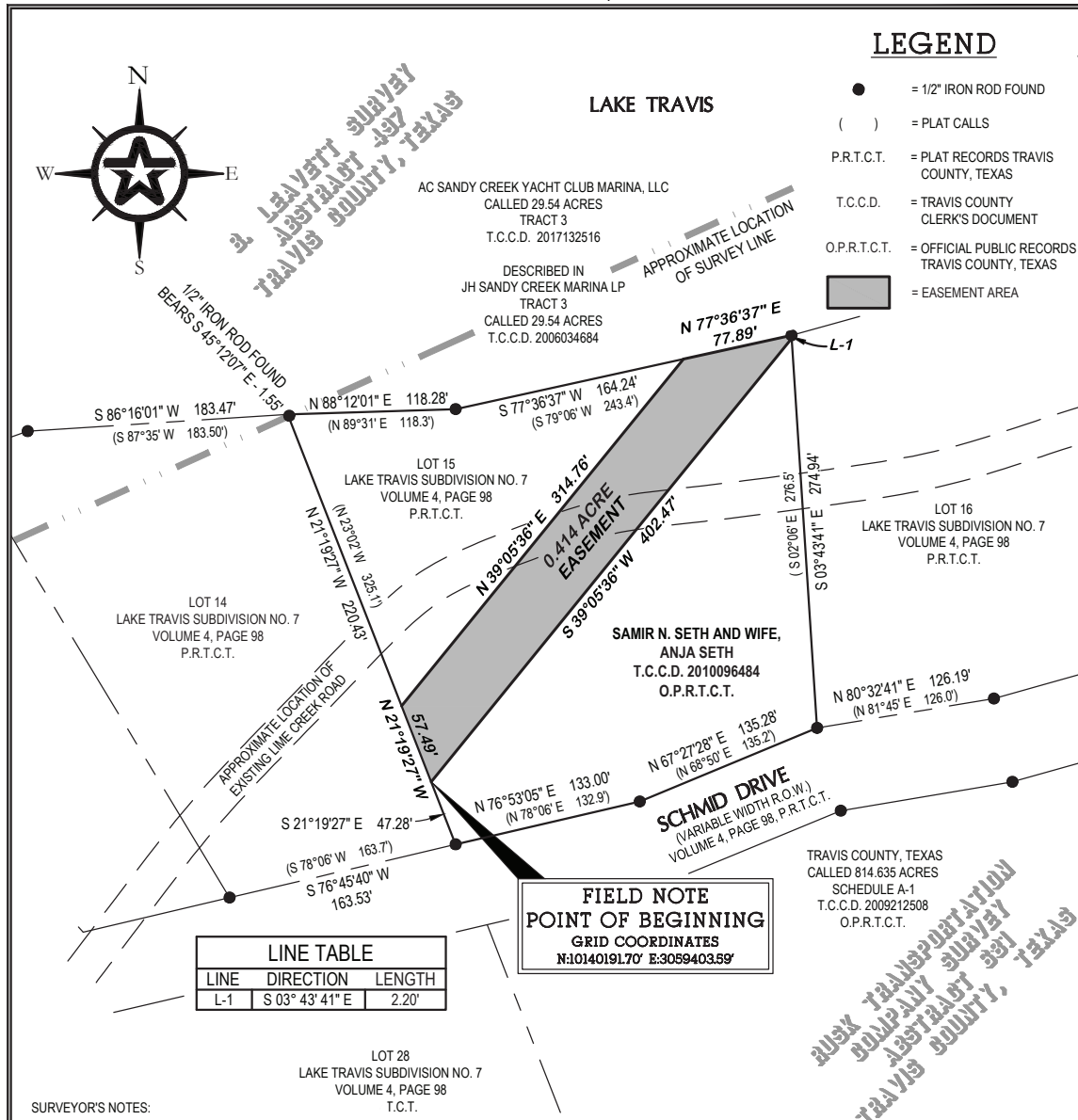
BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: SEPTEMBER 13, 2017
RELEASED: MAY 18, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A3-1453
FIELD NOTE NO. 048
MAP CHECKED: 05/17/2018-WLS



SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 13, 2017

RELEASE DATE: MAY 18, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.414) SUBSURFACE EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, TRAVIS COUNTY, TEXAS.

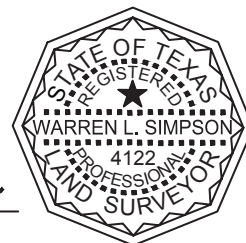
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

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EXHIBIT
OF A 50 FOOT WIDE (0.414 ACRE) SUBSURFACE EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 15, OF LAKE TRAVIS SUBDIVISION NO. 7, OF RECORD IN VOLUME 4, PAGE 98 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND INCLUDED IN A DEED TO SAMIR N. SETH AND WIFE, ANJA SETH, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2010096484, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

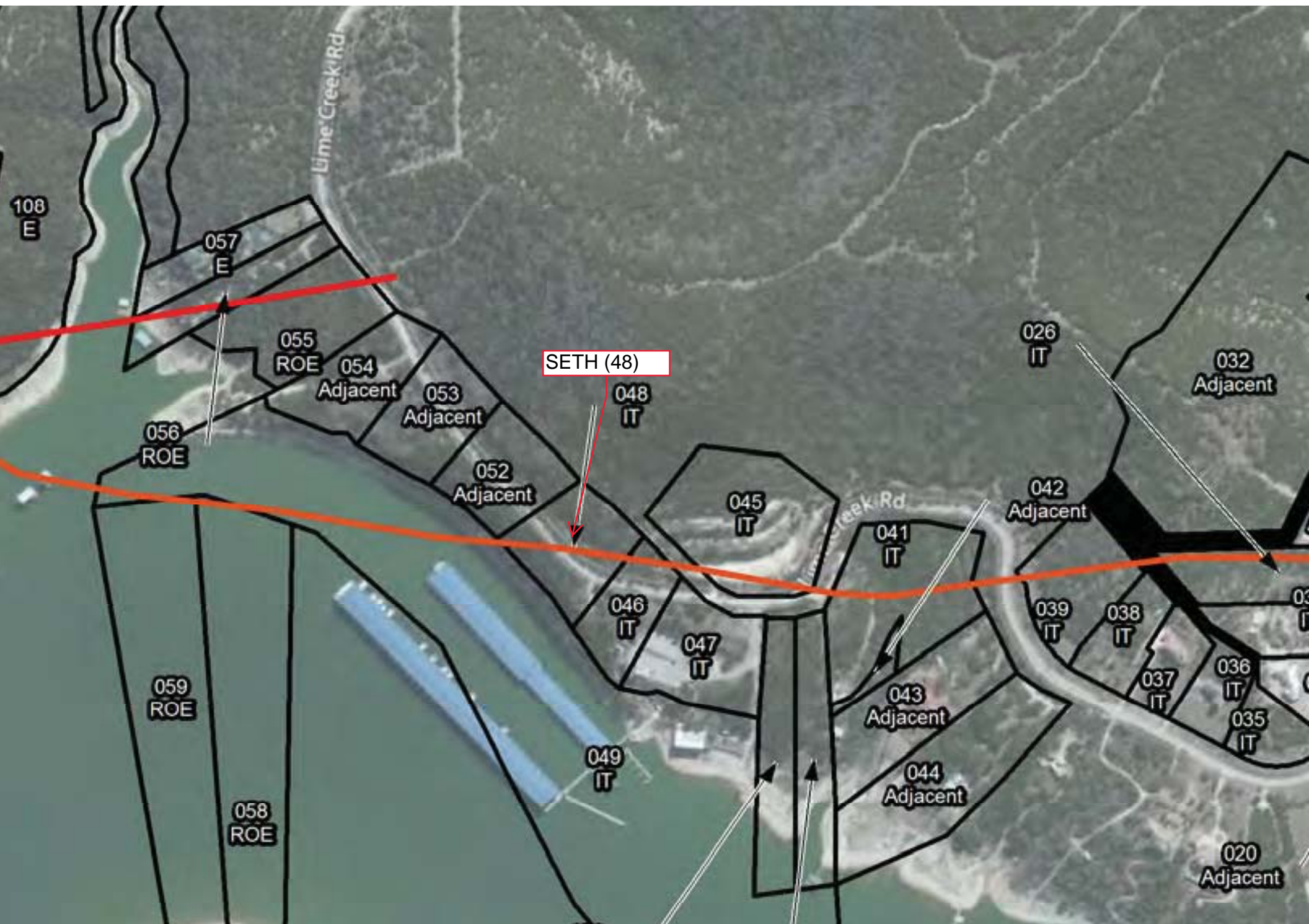
Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

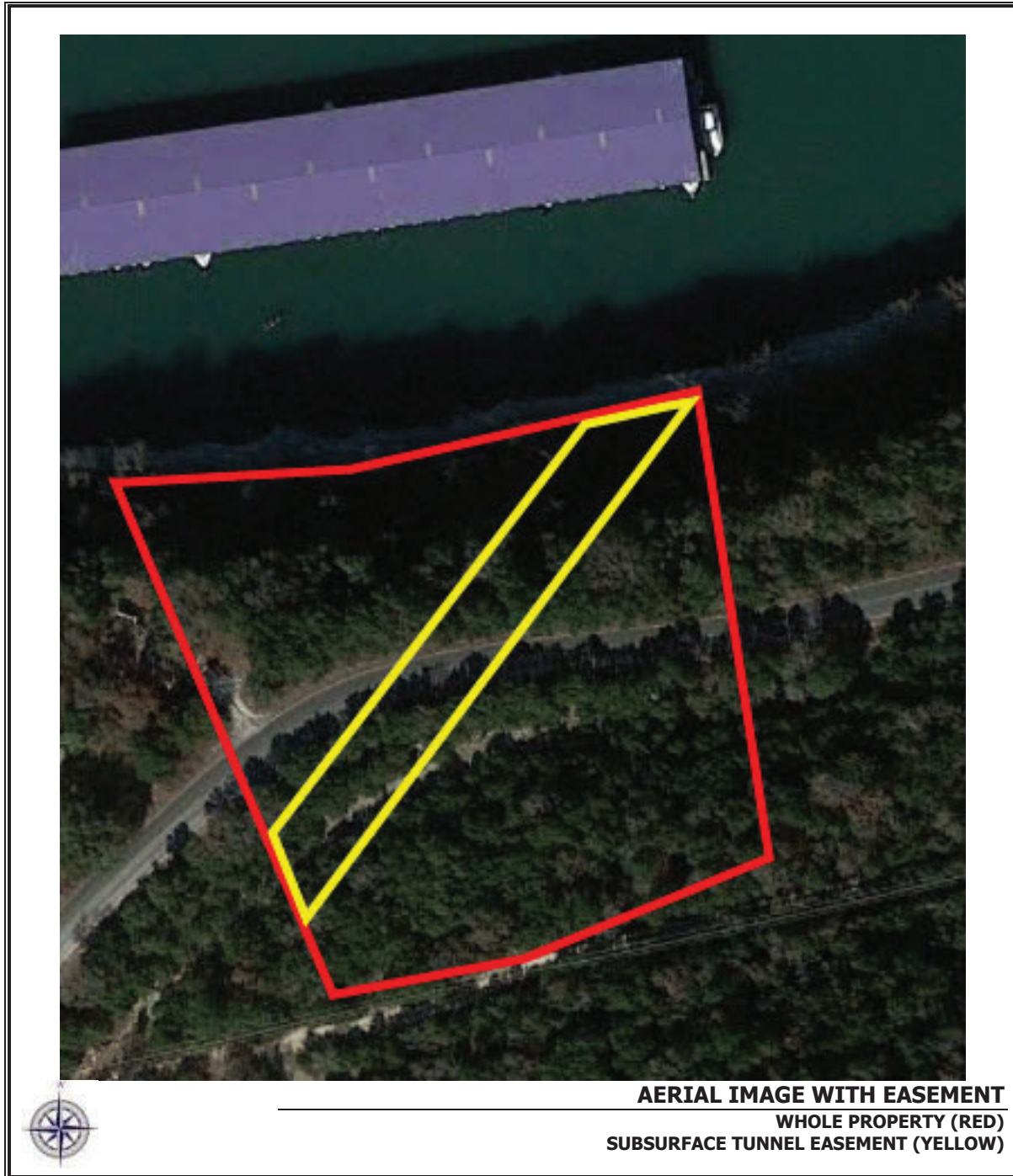


600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



PLAT NO. A3-1453 PROJ. NO. 3-00619 DRAFTED 05/17/18
TAB EXH F/N NO. 48 FB/PG 3-3/58 DRAWN BY WLS
DWG. NAME 3-00619ESMT-PARCEL 048-SETH.DWG MAP CHK'D 05/17/18



VALUATION OF THE EASEMENT ACQUISITIONS

WHOLE: ± 2.102 ac.

Easement: 0.414 ac.



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 4 with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0146

The City is required to continue our Wastewater Collection System Rehabilitation program in order to comply with the Texas Commission on Environmental Quality's (TCEQ) Edwards Aquifer Recharge Zone Protection Program. This program requires that wastewater collection systems located over the Edwards Aquifer be inspected and rehabilitated every five years. The elimination of defects will not only help to protect the Edwards Aquifer, but will also reduce inflow and infiltration entering the City's wastewater collection system, thereby reducing the City's treatment cost. The City has completed the inspection of 12 sub-basins to determine areas that require rehabilitation for this project.

The work being performed under this contract includes sub-basins BC-01, BC20-Z, CC32-Z, CC34-Z, CC35-Z, CC37-Z, LC09-Z, LC15-Z, LC16-Z, LC17-Z, LC18-Z & LC19-Z. The project includes 2,450 LF of new 8-inch through 10-inch pipe installed by pipe bursting, 2,650 LF of 8-inch through 42-inch CIPP liner, and construction of six manholes. T. Gray Utility Company was awarded this contract in the amount of \$1,362,800.

Previously approved Quantity Adjustment/Change Order No. 1 (QA/CO No. 1) was needed for rehabilitation of five existing wastewater manholes along Dell Way and 30-day contract time adjustment due to unforeseen items during construction. QA/CO No. 1 was for \$57,950 which brought the total construction contract to \$1,420,750.

Previously approved QA/CO No. 2 was needed for change order items unforeseen during construction. The additional work required included removal of existing 2-inch waterline and replacement with 8-inch waterline along Spring Street. QA/CO No. 2 was for \$14,300 which brought the total construction contract to \$1,435,050.

Previously approved QA/CO No. 3 was needed for quantity adjustment items unforeseen during construction. The additional work required includes 303 linear feet of 6-inch wastewater service line; twenty-two 6-inch service line cleanouts; and seven point repairs in sub-basin BC-01. QA/CO No. 3 is for \$95,151 which brought the total construction contract to \$1,530,201.

QA/CO No. 4 is needed for final bid item quantity adjustment overruns and items not used during construction. QA/CO No. 4 is for a reduction of \$91,028.23 which reduces the total construction contract to \$1,439,172.77.

Cost: -\$91,028.23

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2019-0146

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation – Manhole Rehabilitation, Open Cut, and Point Repairs 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. 4, 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. 4 to the Contract with T. Gray Utility & Rehab Co., LLC for the 2016 Wastewater Collection System Rehabilitation – Manhole Rehabilitation, Open Cut, and Point Repairs 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 28th day of March, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



rev, 01/16

Contract Quantity Adjustment/Change Order**EXHIBIT
"A"**

Page 1 of 4

Department: Utilities and Environmental Services

Project Name: 2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut, and Point Repairs Date: 2/25/19

City Project ID Number: RHB16 Change Order/Quantity Adjustment No. 4

Vendor: T Gray Utility & Rehab Co., LLC P. O. Box 2176 - Cypress, Texas 77410 281-455-0899

Company Name Address Phone No.

Justification

Quantity Adjustment / Change Order #4 is needed for final Quantity Adjustment items in Bid list.

SUMMARY

	Amount	% Change
Original Contract Price:	\$1,362,800.00	
Previous Quantity Adjustment(s):	\$95,151.00	
This Quantity Adjustment:	-\$91,028.23	
Total Quantity Adjustment(s):	\$4,122.77	
Total Contract Price with Quantity Adjustment(s):	\$1,366,922.77	
Previous Change Order(s):	\$72,250.00	5%
This Change Order:	\$0.00	0%
Total Change Order(s) To Date:	\$72,250.00	5%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$1,439,172.77	
Difference between Original and Adjusted Contract Prices:	\$76,372.77	
Original Contract Time:	180	
Time Adjustment by previous Quan. Adj./Change Order:	30	
Time Adjustment by this Quan. Adj./Change Order:	0	
New Contract Time:	210	

Submitted for Approval

Prepared By: Eddie Zapata Eddie Zapata, Senior Project Manager 2/27/19

Signature Printed Name, Title, Company Date

Approvals

Contractor: Gerald Hoffpaur Gerald Hoffpaur, Project Manager 2/27/19

Signature Printed Name, Title, Company Date

City Project Manager: Eddie Zapata Eddie Zapata, Senior Project Manager 2/27/19

Signature Printed Name, Title Date

Mayor/City Manager: Craig Morgan Craig Morgan, Mayor

Signature Printed Name, Title Date

2016Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut,
Project Name: and Point Repairs

Change Order Data

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$0.00	0



Contract Quantity Adjustment/Change Order

2016 Wastewater Collection System Rehabilitation - Manhole Rehabilitation, Open Cut,
Project Name: and Point Repairs

Quan. Adj./Change Order No.: 4

Quantity Adjustment Data

Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
6	Vacuum Testing of Manholes	EA	-93	\$165.00	-\$15,345.00	
7	Repair Manhole Cone Section	EA	-9	\$380.00	-\$3,420.00	
8	Repair Manhole Bench and Trough	EA	-15.00	\$700.00	-\$10,500.00	
10	Replace, Adjust, & Realign Manhole Frame	EA	-1	\$1,500.00	-\$1,500.00	
12	Install External Chimney Seal for Manhole	EA	-3	\$1,900.00	-\$5,700.00	
13	Install External Chimney Seal for Manhole - Asphalt Surface	EA	-1	\$3,100.00	-\$3,100.00	
14	Replace Manhole Cover, Frame, Frame Seal - Lawn Surface	EA	-2	\$975.00	-\$1,950.00	
15	Replace Manhole Cover, Frame, Frame Seal - Asphalt Surface	EA	-7	\$2,100.00	-\$14,700.00	
16	Replace Manhole Cover, Frame, Frame Seal - Concrete Surface	EA	-2	\$1,250.00	-\$2,500.00	
17	Cementitious Coating of Manhole	VF	-207.11	\$93.00	-\$19,261.23	
18	Grout Lower 18" of Manhole	EA	-6	\$320.00	-\$1,920.00	
19	Complete Manhole Rehabilitation	VF	-95	\$255.00	-\$24,225.00	
20	Remove and Replace 6-inch Service Line	LF	300.5	\$78.00	\$23,439.00	
21	Install 6-inch Service Cleanout	EA	11	\$1,685.00	\$18,535.00	
22	Install 6-inch Wastewater Line by Open cut	LF	-35	\$78.00	-\$2,730.00	
23	Remove and Replace 6-inch Wastewater Line by Open Cut	LF	-80	\$82.00	-\$6,560.00	
24	Remove 6-inch Wastewater Line and Replace with 8-inch Wastewater Line	LF	-140	\$149.00	-\$20,860.00	
25	Remove & Replace 8-inch Wastewater Line by Open Cut	LF	-49	\$126.00	-\$6,174.00	
26	Remove 8-inch Wastewater Line & Replace with 10-inch Wastewater Line	LF	-37	\$148.00	-\$5,476.00	
27	Remove 10-inch Wastewater Line & Replace with 12-inch Wastewater Line	LF	-108	\$166.00	-\$17,928.00	
28	Replace/Install Internal Drop Assembly for Manhole	EA	-2	\$1,800.00	-\$3,600.00	
30	Point Repairs	EA	7	\$4,921.00	\$34,447.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	


rev, 01/16

					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	-\$91,028.23	0

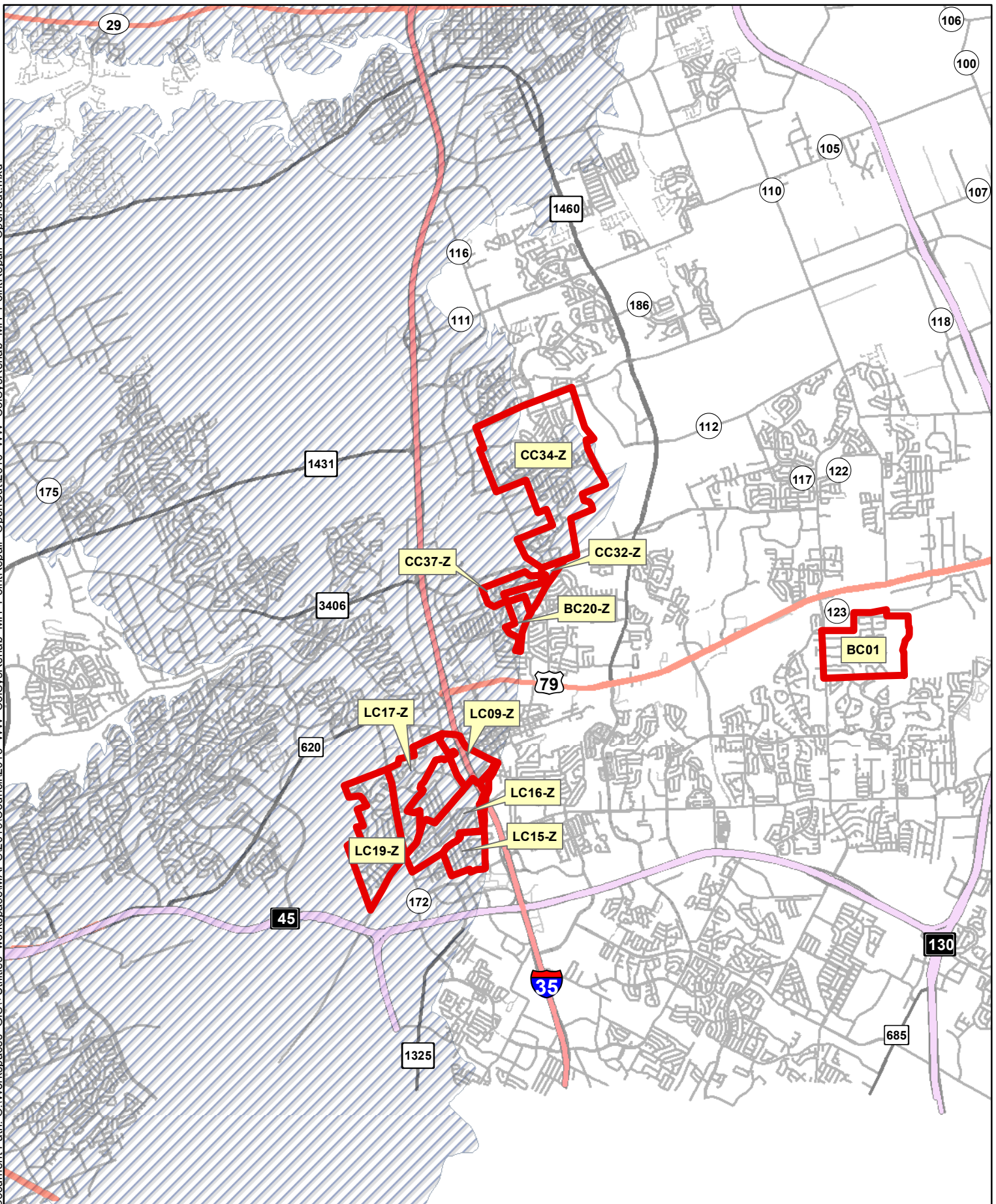
CERTIFICATE OF INTERESTED PARTIES

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. T. Gray Utility & Rehab Co., LLC Cypress, TX United States		Certificate Number: 2019-460345		
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		Date Filed: 03/05/2019		
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. CHANGE ORDER - QUANTITY OVERUN 2016 WW Collection System Rehab: Manhole Rehab, Point Repairs and Open-Cut				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tamez, Marcus	CYPRESS, TX United States	X	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION				
My name is <u>Marcus E. Tamez</u> , and my date of birth is <u>05/30/1977</u> .				
My address is <u>15519 Stiller Park Dr.</u> , <u>Cypress</u> , <u>TX</u> , <u>77429</u> , <u>USA</u> . <div style="display: flex; justify-content: space-around; font-size: small;"><div>(street)</div><div>(city)</div><div>(state)</div><div>(zip code)</div><div>(country)</div></div>				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in <u>Harris</u> County, State of <u>Texas</u> , on the <u>5th</u> day of <u>March</u> , 20 <u>19</u> . <div style="display: flex; justify-content: space-around; font-size: small;"><div></div><div>(month)</div><div>(year)</div></div>				
 _____ Signature of authorized agent of contracting business entity (Declarant)				

Document Path: O:\Workspaces GIS+Utilities workspace\MAPS\2019\Council\2016 WW ColSysRehab MH PointRepair OpenCut.mxd



Date: 3/5/2019



**2016 WASTEWATER COLLECTION SYSTEM REHAB
MANHOLE, POINT REPAIRS, & OPEN CUT
CHANGE ORDER QUANTITY
ADJUSTMENT NUMBER 4**





City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider one (1) appointment to the Planning and Zoning Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0121



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider two (2) appointments to the Historic Preservation Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 3/28/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0122