



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, May 9, 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. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-0271](#) [Consider proclaiming May 12 - 15, 2019 as "National Police Officer Week" in the City of Round Rock.](#)
- E.2 [TMP-0272](#) [Consider proclaiming May as "Motorcycle Safety & Awareness Month" in the City of Round Rock.](#)
- E.3 [TMP-0273](#) [Consider proclaiming May 17, 2019 as "Diffuse Intrinsic Pontine Glioma \(DIPG\) Day" in the City of Round Rock.](#)
- E.4 [TMP-0276](#) [Consider a presentation regarding the spring 2019 UniverCity graduating class.](#)

F. APPROVAL OF MINUTES:

- F.1 [TMP-0270](#) [Consider approval of the minutes for the April 25, 2019 City Council meeting.](#)

G. RESOLUTIONS:

- G.1 [2019-0175](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Holmes Murphy & Associates, Inc. for group healthcare consulting services.](#)
- G.2 [2019-0187](#) [Consider a resolution authorizing the Mayor to execute Master Services Agreement No. MSA-819919 with Aetna Life Insurance Company for third-party administration of the City's self-funded health benefits plan.](#)
- G.3 [2019-0197](#) [Consider a resolution authorizing the Mayor to execute an End User License Agreement and a Network Infrastructure Maintenance Agreement with Master Meter for the City's automatic meter reading system.](#)
- G.4 [2019-0198](#) [Consider a resolution authorizing the Mayor to execute an Agreement for Pass-Through Wastewater Service with Siena Municipal Utility District No. 1 and Hutto Independent School District.](#)
- G.5 [2019-0199](#) [Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Hutto Independent School District for property located at 1060 Haybarn Lane.](#)
- G.6 [2019-0189](#) [Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement for Transportation Purposes with Round Rock Ranch, Ltd. for a 3.98-acre tract of right-of-way and a 0.041-acre drainage easement parcel required for construction of the proposed Kenney Fort Boulevard roadway extension Project \(Parcel 1\).](#)
- G.7 [2019-0191](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.137-acre tract of land from property owned by Compass Bank required for the proposed Gattis School Road Improvement Project, and take other appropriate action \(Parcel 18\).](#)
- G.8 [2019-0193](#) [Consider a resolution authorizing the Mayor to execute a Contract with Pro Dirt Services, LLC for the Red Bud Right Turn Lane at Highway 79 Project.](#)
- G.9 [2019-0194](#) [Consider a resolution authorizing the Mayor to execute a Contract with Battery Warehouse for the 2016 CDBG Sidewalk Project - Greenhill Subdivision.](#)
- G.10 [2019-0195](#) [Consider a resolution authorizing the Mayor to execute a Standard Utility Agreement with Charter Communications for the RM 620 Project from Deepwood Drive to IH-35.](#)
- G.11 [2019-0188](#) [Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances \(2018 Edition\) by amending Chapter 2, Zoning District and Use Regulations, regarding Mobile Food Establishment permit fees.](#)

- G.12 [2019-0210](#) [Consider a resolution granting the Petition for Consent to Creation of Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.](#)
- G.13 [2019-0209](#) [Consider a resolution authorizing the Mayor to execute a Consent and Development Agreement with Cressman Enterprises, LP, et al. and Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.](#)
- H. ORDINANCES:**
- H.1 [2019-0200](#) [Consider an ordinance vacating, abandoning, and closing portions of East Bagdad Avenue located between Burnet Street and Mays Street. \(First Reading\)*](#)
- H.2 [2019-0201](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 4, Article VI, Section 4-82 \(e\)\(2\), Code of Ordinances \(2018 Edition\), regarding the determination of service units for multifamily uses. \(First Reading\)*](#)
- H.3 [2019-0202](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 1, Article III, Section 1-50, Code of Ordinances \(2018 Edition\), regarding the definition of Living Unit Equivalent \(LUE\). \(First Reading\)*](#)
- H.4 [2019-0203](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Section 2-16 \(d\), Code of Ordinances \(2018 Edition\), regarding garage and driveway treatment. \(First Reading\)*](#)
- H.5 [2019-0204](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Sections 2-15 \(d\)\(2\), 2-16 \(d\)\(2\)\(a\), 2-17 \(d\)\(1\)\(f\), 2-18 \(d\)\(2\) and 2-19 \(d\)\(2\), Code of Ordinances \(2018 Edition\), regarding garage door width. \(First Reading\)*](#)
- H.6 [2019-0205](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-71 \(d\)\(4\) and Section 2-72 \(d\)\(4\), Code of Ordinances \(2018 Edition\), regarding fencing design standards. \(First Reading\)*](#)
- H.7 [2019-0206](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Section 2-34 \(e\)\(1\); Article IV, Section 2-42 \(e\)\(1\); Article V, Section 2-56 \(e\)\(1\) and Section 2-57 \(e\)\(1\), Code of Ordinances \(2018 Edition\), regarding the use of materials for exterior wall finish. \(First Reading\)*](#)
- H.8 [2019-0207](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Sections 2-32 \(e\)\(1\) and 2-33 \(e\)\(1\) and Article IV, Section 2-58 \(e\)\(1\), Code of Ordinances \(2018 Edition\), regarding the use of stucco mix for exterior wall finish. \(First Reading\)*](#)

- H.9 [2019-0208](#) [Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-77 and Article VIII, Section 2-91 \(hh\), Code of Ordinances \(2018 Edition\), regarding single detached dwellings in the MU-1 District. \(First Reading\)*](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

- J.1 [TMP-0291](#) [Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of the presiding municipal judge.](#)
- J.2 [TMP-0292](#) [Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of an associate municipal judge.](#)

K. ACTION RELATIVE TO EXECUTIVE SESSION:

- K.1 [TMP-0293](#) [Consider the appointment of a presiding municipal judge to fill an unexpired term.](#)
- K.2 [TMP-0294](#) [Consider the appointment of an associate municipal judge.](#)

L. ADJOURNMENT

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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 3rd day of May 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 proclaiming May 12 - 15, 2019 as "National Police Officer Week" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0271



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming May as "Motorcycle Safety & Awareness Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0272



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider proclaiming May 17, 2019 as "Diffuse Intrinsic Pontine Glioma (DIPG) Day" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0273



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a presentation regarding the spring 2019 UniverCity graduating class.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-0276



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the April 25, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 042519 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0270



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, April 25, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on April 25, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 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, with the help of local scouts, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

*Stefan Sanders with Round Rock Symphony/Central Texas Symphony spoke to Council about their name change.
Yogi Reagor, 100 Family Circle, Hutto, spoke to Council regarding the tennis courts at Old Settlers Park.*

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-0215](#) Consider proclaiming April 27-May 4, 2019 as "Infant Immunization Awareness Week" in the City of Round Rock.
- E.2** [TMP-0216](#) Consider proclaiming May as "Historic Preservation Month" in the City of Round Rock.
- E.3** [TMP-0242](#) Consider proclaiming April 29 - May 3, 2019 as "Air Quality Awareness Week" in the City of Round Rock.

- E.4 [TMP-0243](#) Consider proclaiming May 2019 as "Older Americans Month" in the City of Round Rock.

STAFF PRESENTATIONS:

- F.1 [TMP-0174](#) Consider a presentation regarding the public input received at Round Rock 2030 comprehensive plan quadrant meetings.

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

APPROVAL OF MINUTES:

- G.1 [TMP-0214](#) Consider approval of the minutes for the April 11, 2019 City Council meeting.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that the minutes 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

RESOLUTIONS:

- H.1 [2019-0174](#) Consider a resolution authorizing the Mayor to execute a Contract with Dobbs Tennis Courts, Inc. for the Clay Madsen Tennis Court Resurfacing Project.

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

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

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

Nay: 0

Absent: 0

H.2 [2019-0178](#)

Consider a resolution approving CAPCOG's Air Quality local funding request for FY 2020.

Michael Thane, Utilities and Environmental Services Director, and Andrew Hoksuma with CAPCOG, made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, 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 [2019-0179](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Walker Partners, LLC for the Lake Georgetown Zebra Mussel Control Evaluation Project.

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

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

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

Nay: 0

Absent: 0

H.4 [2019-0180](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Corrosion Eliminators, LLC for the Clearwell No. 2 Ground Storage Tank Rehab 2019 Project.

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

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

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

Nay: 0

Absent: 0

H.5 [2019-0181](#)

Consider a resolution authorizing the reimbursement to Averitt Properties, Inc. for the cost of oversizing a wastewater line for the Averitt Express Project.

Michael Thane, Utilities and Environmental Services Director 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.6 [2019-0182](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Alan Plummer Associates, Inc. for the Communications System Master Plan Project.

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

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

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

Nay: 0

Absent: 0

H.7 [2019-0186](#)

Consider a resolution approving the City of Round Rock Water Conservation Plan.

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

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

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

Nay: 0

Absent: 0

H.8 [2019-0160](#)

Consider a resolution requesting that the Texas Department of Transportation allow the City of Round Rock to utilize certain sections of the MKT Right-of-Way to facilitate the extension of Arterial A.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

H.9 [2019-0161](#)

Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement with the Texas Department of Transportation for the Gattis School Road Segment 6 Project.

Gary Hudder, Transportation Director 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.10 [2019-0162](#)

Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement with the Texas Department of Transportation for the Kenney Fort Boulevard Segments 2 and 3 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

H.11 [2019-0163](#)

Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement with the Texas Department of Transportation for the University Boulevard Widening Project.

Gary Hudder, Transportation Director 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.12 [2019-0164](#)

Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Company, Inc. for the traffic signal construction at McNeil Road at St. Williams Street and various other, additional roadway improvements along the Union Pacific Railroad line for the Railroad Quiet Zones Phase 1 project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Flores, 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.13 [2019-0165](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Raba Kistner, Inc. for 2019 On-Call Geotechnical Engineering Services Work Authorization.

Gary Hudder, Transportation Director 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.14 [2019-0166](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Fugro USA Land, Inc. for 2019 On-Call Geotechnical Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

H.15 [2019-0167](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for 2019 On-Call Traffic Operations Engineering Services Work Authorization.

Gary Hudder, Transportation Director 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.16 [2019-0168](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for 2019 On-Call Traffic Operations Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Baker, 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.17 [2019-0169](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with BGE, Inc. for 2019 On-Call Traffic Operations Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores, 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.18 [2019-0170](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for 2019 On-Call Structural Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

H.19 [2019-0171](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Bridgefarmer & Associates, Inc. for 2019 On-Call Structural Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, 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.20 [2019-0172](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for 2019 On-Call Structural Engineering Services Work Authorization.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Flores, 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.21 [2019-0173](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with JOMR, LLC to purchase a 0.066-acre tract of right-of-way required for construction of the proposed Gattis School Road Phase 6 Project (Parcel 22).

Gary Hudder, Transportation Director 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.22 [2019-0176](#)

Consider a resolution approving the Travis Central Appraisal District's real estate purchase located at 850 E. Anderson Lane, Austin, Texas.

Susan Morgan, CFO 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

H.23 [2019-0177](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in authorizing the issuance of Round Rock Transportation and Economic Development Corporation Senior Lien Sales Tax Revenue Bonds, Taxable Series 2019; approving a Paying Agent/Registrar Agreement, a Project Agreement and a Bond Purchase Agreement; approving an Official Statement; and approving other matters related thereto.

This item was withdrawn from the agenda

ORDINANCES:**I.1** [2019-0184](#)

Consider an ordinance authorizing the issuance of City of Round Rock, Texas General Obligation Refunding Bonds, Series 2019; levying an ad valorem tax in support of the bonds; approving an Official Statement, a Purchase Agreement, an Escrow Agreement and a Paying Agent/Registrar Agreement; calling certain obligations for redemption and authorizing other matters related to the issuance of the Bonds. (First Reading)(Second Reading Not Required)

Susan Morgan, CFO made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this 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

I.2 [2019-0185](#)

Consider an ordinance authorizing the issuance of City of Round Rock, Texas Combination Tax and Limited Revenue Certificates of Obligation, Series 2019; levying an ad valorem tax and the pledge of certain revenues in support of the Certificates; approving an Official Statement, a Purchase Agreement and a Paying Agent/Registrar Agreement; and authorizing other matters related to the issuance of the Certificates. (First Reading)(Second Reading Not Required)

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, that this 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

I.3 [2019-0183](#)

Consider public testimony regarding, and an ordinance approving Amendment No. 2 to the Planned Unit Development (PUD) No. 22 zoning district to change the zoning designation from BP (Business Park) to LI (Light Industrial). (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Frank Fletcher Jr. spoke regarding the project and the developers commitment to not develop the flood plain.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, 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 Young, seconded by Councilmember Peckham, 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

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

K.1 [TMP-0244](#)

Consider Executive Session as authorized by §551.087 Government Code, to deliberate the offer of a financial or other incentive to Pearlstone Holdings, LLC, for a mixed-use development on property owned by the Round Rock Transportation and Economic Development Corporation around the downtown water tower site.

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 8:40 and adjourned it at 9:24 p.m.

They reconvened to regular session with no action.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 9:27 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Holmes Murphy & Associates, Inc. for group healthcare consulting services.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Valerie Francois, Human Resources Director

Cost: \$360,000.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A, Form 1295

Department: Human Resources Department

Text of Legislative File 2019-0175

Holmes Murphy & Associates, Inc. have provided consulting services for the past 15 years. The term of this agreement shall be for sixty (60) months from the effective date.

The consulting fee shall remain the same as at present in the sum of Seventy-two Thousand and no/100 dollars (\$72,000.00) per year to be paid proportionately over a twelve (12) month period.

Within the scope of Consultant's work, a number of deliverables to include, but not limited to:

1. Developing actuarial sound funding and contribution strategies in harmony with overall benefits objectives and long-term strategies;
2. Analyzing active and retiree populations in whole and part and the relative impacts to the plans;
3. Evaluating and implementing retiree solutions that achieve both short and long term objectives of the City, while being mindful of overall plan performance;
4. Assisting in the development and ongoing performance review of the City's medical clinic; and
5. Providing ongoing management and oversight of vendor relationships, issue resolution and plan performance.

Cost: \$360,000

Source of Funds: Self-Funded Health Insurance Fund

RESOLUTION NO. R-2019-0175

WHEREAS, the City of Round Rock desires to retain professional consulting services for group healthcare consultant services in connection with various health and welfare plans; and

WHEREAS, Holmes Murphy & Associates, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Holmes Murphy & Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Group Healthcare Consultant Services with Holmes Murphy & Associates, Inc., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR GROUP HEALTHCARE CONSULTANT SERVICES WITH HOLMES MURPHY & ASSOCIATES, INC.

THIS AGREEMENT for Group Healthcare Consultant Services (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (hereinafter referred to as "City"), and HOLMES MURPHY & ASSOCIATES, INC., whose offices are located at 12712 Park Central Drive, Suite 100, Dallas, TX 75251 (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, City sponsors various health and welfare plans (hereinafter referred to as the "Plans") as employee benefits for its employees; and

WHEREAS, City desires to contract for Consultant's assistance in providing advisory services and reports to the City in connection with the Plans; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

- A. This Agreement shall be effective on the date upon which the binding signatures of both parties are affixed (hereinafter referred to as the "effective date"), and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the effective date.
- C. City reserves the right to review the Consultant's performance at any time during the term of this Agreement, and may elect to terminate this Agreement with or without cause or may elect to continue.

1.02 SCOPE OF WORK

- A. The services which are the subject matter of this Agreement are fully described in the attached Exhibit "A," and are specifically found on pages nine (9) through fourteen (14) in "3. Scope of Services" (hereinafter referred to as "Scope of

Work”). The attached Exhibit “A” is incorporated herein by reference for all purposes as though recited verbatim.

- B. Consultant shall satisfactorily provide all services and deliverables described under the referenced Scope of Work within the contract term specified in Section 1.01. Consultant shall perform its services in a professional and workmanlike manner.
- C. Consultant’s undertakings shall be limited to performing services for the City and/or advising the City concerning those matters on which Consultant has been specifically engaged set forth in Exhibit “A,” however, either party may make written requests for changes to the Scope of Work. To be effective, a change to the Scope of Work must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 1.05 hereof.

1.03 CONSULTING FEE

- A. The consulting fee in this Agreement is fully described in the attached Exhibit “A,” and is specifically found “4: Fees” on pages fourteen (14) through fifteen (15) of this Agreement. In consideration for the services to be performed by Consultant, City agrees to pay Consultant the sum of **Seventy-two Thousand and No/100 Dollars (\$72,000.00)** per year to be paid proportionately over each twelve (12)-month period.
- B. Included in the sum described in 1.03 A. above, Consultant shall provide GASB Valuation services as described on page fourteen (14) of Exhibit “A.”
- C. The consulting fee recited herein for services shall be firm for the duration of the initial term of this Agreement, and shall be firm for the duration of the Agreement.
- D. No reimbursement for travel expenses or any other costs whatsoever are authorized hereunder.

1.04 TERMS OF PAYMENT

- A. To receive payment, Consultant shall prepare and submit detailed monthly invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

- B. Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.
- C. The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 1.06 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law.

1.05 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

1.06 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the

service performed that causes the payment to be late; or

- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

1.07 NON-APPROPRIATION AND FISCAL FUNDING

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

1.08 RESPONSIBILITIES OF CITY

- A. City acknowledges and understands that the responsibilities for administering the Plans and for carrying out provisions of the Plans rest with the Plan Administrators, as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and City acknowledges that Consultant shall not serve as the Plan Administrator but shall, subject to direction from City, perform services as are enumerated in this Agreement.
- B. City acknowledges that it retains complete and final discretionary authority, responsibility, and control regarding policy, interpretations, practices, procedures, administration and compliance of Plans; City recognizes that Consultant is not a fiduciary, as defined in ERISA, under this Agreement, and that Consultant shall not perform any service which would cause it to be a fiduciary of any Plan; and City acknowledges that it is the Plan Sponsor, Plan Administrator, and Named Fiduciary as those terms are defined in ERISA.
- C. City acknowledges and agrees that nothing contained in this Agreement shall be construed so as to obligate Consultant in any way with respect to any state, federal or other filings due on or before the effective date of this Agreement. If City requests that Consultant prepare and complete delinquent filings, City acknowledges that such services would be outside of the Scope of Services of this Agreement and payment for same would be on terms and conditions negotiated by the parties separate and apart from this Agreement.
- D. City acknowledges that this Agreement shall not be deemed a contract of insurance under any laws or regulations; City acknowledges its understanding that Consultant does not insure, guarantee or underwrite the liability of City under the

Plans; and City acknowledges that City has total fiduciary responsibility under the Plans and has responsibility for all expenses incidental to the Plans.

- E. City acknowledges and understands that Consultant is not a law firm and is not authorized to provide nor engaged in providing legal services; City acknowledges that matters for which Consultant may advise City might involve the application of federal, state, local, and in some instances foreign laws; and City acknowledges that Consultant has disclaimed any responsibility for advising City concerning the proper legal interpretation or application of laws affecting the matters for which City has engaged Consultant.
- F. City shall maintain current and accurate eligibility and coverage records for the Plans, verify participant eligibility, and submit information timely at Consultant's request.
- G. City shall resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan participant, Plan coverage, or any other Plan interpretation questions.
- H. City shall provide Consultant with copies of any minor revisions, changes or amendments to the Plans within fifteen (15) working days of the effective date of such changes. However, for any proposed amendments to the Plans which would have a material impact on the services to be provided under this Agreement, City agrees to provide Consultant with copies of such proposed amendments to the Plans at least ninety (90) days prior to their adoption. If it is determined that any such Plan amendments materially impact the services to be provided hereunder, then Consultant shall notify City within sixty (60) days following receipt of the amendments of any impact such changes would have on the services to be provided under this Agreement. The parties agree to then enter into good faith negotiations regarding any changes to this Agreement necessitated by the Plan amendments. In the event the parties are unable to agree as to any such changes, then either party may be eligible to terminate this Agreement in accordance with applicable provisions herein.
- I. City shall provide and timely distribute all notices and information required to be given to Plan participants, maintain and operate the Plans in accordance with applicable federal and state laws, maintain all recordkeeping, and file all forms relative thereto pursuant to any federal, state or local law unless this Agreement specifically assigns such duties to Consultant.
- J. City shall pay all taxes, licenses, and fees levied, if any, by any local, state, or federal authority in connection with the Plans.
- K. City warrants and represents that the only entities that participate or will participate in the Plans are in City's "control group" as the term is used in ERISA.

- L. City shall maintain responsibility for the accuracy and timeliness of all Plan records, and shall act as the sole authority to communicate with Plan participants.
- M. City shall timely provide Consultant with such information as Consultant may reasonably require for it to perform services under this Agreement; and City shall deliver such information to Consultant within reasonable time frames.

1.09 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

1.10 CITY'S DESIGNATION OF AUTHORIZED REPRESENTATIVE

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

Tyler Jarl, Benefits Manager
231 East Main Street
Round Rock, TX 78664
tjarl@roundrocktexas.gov
(512) 341-3143

1.11 CONFIDENTIALITY; AND MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief.

Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement; and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement.

1.12 WARRANTIES

Consultant represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein, and Consultant warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. City's remedy for breach of the above warranty shall be the satisfactory re-performance of Consultant's services or as otherwise provided herein.

1.13 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

1.14 INDEMNIFICATION

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

Consultant agrees to indemnify, defend and hold harmless the City from and against any and all amounts payable under any judgment, verdict, court order or settlement for Third Party claims of infringement of any trade secrets, copyrights, trademarks or trade names alleged to have occurred and arising from the deliverables provided by Consultant to the City in connection with the performance of this Agreement. Should the City's use of such deliverables be determined to have infringed, Consultant may, at its option: (i) procure for the City the right to continue using such deliverables provided or (ii) replace or modify them to make their use non-infringing while yielding substantially equivalent results. If neither of the above options is or would be available on a basis that is commercially reasonable, then Consultant may terminate this Agreement, the City shall return such deliverables provided, and Consultant will refund to the City the fees paid for the deliverables provided. This infringement indemnity does not cover claims arising from the combination of such deliverables with products or services not provided by Consultant; the modification of such deliverables by any person other than Consultant; deliverables complying with or based upon (1) designs provided by or at the direction of the City

or (2) specifications or other information provided by or at the direction of the City; or use of systems, materials or work performed in a manner not permitted hereunder or by another obligation of the City to Consultant.

The indemnities in this section are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which gives rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to participate in the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel.

1.15 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

1.16 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and 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 the contract. The signatory executing this Agreement on behalf of Consultant verifies that Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

1.17 NOTICES

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

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

Notice to Consultant:

Holmes Murphy & Associates, Inc.
12712 Park Central Drive, Suite 100
Dallas, TX 75251

Notice to City:

City Manager, City of Round Rock
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 in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

1.18 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

1.19 DISPUTE RESOLUTION

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

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

1.20 FORCE MAJEURE

Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure,

delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

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

1.21 SEVERABILITY

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

1.22 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

1.23 GENERAL AND MISCELLANEOUS

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

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

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

This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

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


For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Holmes Murphy & Association, Inc.

By:  _____
Printed Name: DEN BISHOP
Title: PRESIDENT
Date Signed: 3/12/2019



We're for you.

City of Round Rock
Group Healthcare Consultant Services
2/20/2019

12712 Park Central Drive, Suite 100
Dallas, TX 75251
214-265-6320 | 800-882-5949
www.holmesmurphy.com

Exhibit "A"



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Thank you again for selecting Holmes Murphy & Associates, Inc. (Holmes Murphy) as a strategic partner for the City of Round Rock (CORR).

We believe that Holmes Murphy is uniquely positioned to assist CORR in achieving improved performance for your benefit products through our professional advisory services. We are proud of our eight-year relationship with the City and are honored to be your partner. Over the past ten years, our team has worked with over 60 public entities, predominantly municipalities, in Texas. Holmes Murphy will continue to work with you to develop a comprehensive multi-year program strategy coupled with implementation, refinement, and adaptation to achieve meaningful financial and health improvement of your benefit programs in this ever-changing benefits landscape.

Holmes Murphy is comprised of talented individuals from a variety of distinctly specialized backgrounds. Most of our employees left their previous organizations to work in an environment that provides them with freedom to leverage their talents in providing industry-leading innovation and solutions to our clients. Previous employers include many of the large national consulting houses and national health plans, as well as Fortune 500 companies. This collaboration offers CORR the best of both worlds: a local focus with a national presence.

Holmes Murphy's specialized backgrounds, talent, and creativity have provided us with tremendous industry visibility and influence. *We are the only firm in the country to have representatives from one office who serve on the national consultant advisory boards of each of the three largest national health plans.* The Holmes Murphy team's goal is to provide best in class experience, resources, service, and technology. You will also find that our pricing accurately reflects our exceptional service level. At the end of the day, it is about delivering the right advice at the right time so the City can make informed decisions to achieve optimal results.

The primary representatives from the Holmes Murphy Team will be:

David Gibson
Vice President
Holmes Murphy & Associates, Inc.
12712 Park Central Drive, Suite 100
Dallas, TX 75251
214-232-7856 (cell)
dgibson@holmesmurphy.com

Morgan Young
Vice President
Holmes Murphy & Associates, Inc.
12712 Park Central Drive, Suite 100
Dallas, TX 75251
214-232-7856 (cell)
myoung@holmesmurphy.com

You will find within our scope of work document a number of deliverables to include, but not limited to, assisting the City with:

- Developing actuarial sound funding and contribution strategy in harmony with overall benefits objectives and long-term strategy
- Analyzing active and retiree populations in whole and part and the relative impact to the plan
- Evaluating and implementing retiree solutions that achieve both short and long-term objectives of the City, while being mindful of overall plan performance
- Assisting in the ongoing performance review and enhancement of the City's clinic
- Marketing, negotiating, and implementing appropriate vendor partners for the City
- Providing ongoing management and oversight of vendor relationships, issue resolution, and plan performance.



Our commitment to CORR is to continually exceed your expectations and be your most trusted advisor and partner. We very much look forward to a continued partnership with the City aggressively managing all facets of your benefit programs to achieve lower trend and overall spend.

Please do not hesitate to contact us with any questions.

Sincerely,

David Gibson
Vice President



1: FIRM OVERVIEW – HOLMES MURPHY & ASSOCIATES, INC.

Company founder Max L. Holmes was an optimist and an idealist. In 1932, at the height of the Great Depression, he opened his own insurance agency in Des Moines, Iowa. Holmes determined that hard work and dedicated customer service would sustain his business. Within a decade, the Max L. Holmes Agency was known as an authority in the property and casualty insurance field.

J. Raymond Murphy Jr., a former member of The University of Iowa's famous Ironmen football team of 1939, joined the agency as a salesman in 1948. By 1951, Murphy had become a partner in the firm, which then operated under the name of Holmes Murphy.

During the 1950s, Holmes Murphy broadened its base. The company became proficient in bonding and construction insurance. And in connection with the Iowa State Bar Association, Holmes Murphy provided a benefits package designed for the law association. By the end of this decade, the company launched the development of its Employee Benefits department, which has become an integral part of our business.

We are among the 22 largest independent premier risk-management and insurance-brokerage firms in the United States, and are ranked in the top 10 largest private Consulting Firms, which gives us the negotiating power to work with the best carriers to ensure you with a quality, customized plan. However, we offer the same personalized, local feel that you might find with a smaller insurance brokerage with our 17 branch locations across the United States and over 6,000 customers. The company was founded and is still headquartered in Des Moines, Iowa and we have 17 offices throughout the country.



Des Moines, Iowa
3001 Westown Parkway
West Des Moines, IA 50266

Sioux Falls, South Dakota
5120 South Solberg Avenue
Sioux Falls, SD 57108

Cedar Rapids, Iowa
500 1st Avenue NE, Suite 300
Cedar Rapids, IA 52401

St. Louis, Missouri
7777 Bonhomme Avenue, Suite 2300
St. Louis, MO 63105

Peoria, Illinois
5006 N Glen Park Place
Peoria, IL 61614

Dallas, Texas
12712 Park Central Drive
Dallas, TX 75251

Overland Park, Kansas
6300 West 143rd Street, Suite 200
Overland Park, KS 66223

Madison, Wisconsin
10 East Doty Street, Suite 800
Madison, WI 53703

Davenport, Iowa
249 Research Parkway, Suite 220
Davenport, IA 52806

Oklahoma City, Oklahoma
211 North Robinson, Suite 1900
Oklahoma City, OK 73102

Scottsdale, AZ
14850 N. Scottsdale Road, Suite 280
Scottsdale, AZ 85254

Omaha, Nebraska
2637 South 158th Plaza, Suite 200
Omaha, NE 68130



Holmes Murphy has approximately 950 employees, with over 200 employee benefits professionals nationwide. The pool of talent and resources available to CORR in our Dallas office include but is not limited to:

- 3 Actuaries
- 4 Analysts
- 10 Reporting Analysts
- 5 Communication Specialists
- 5 Call Center Support Personnel
- 30 Clinical/Wellness Consultants
- 110 Support Staff
- 35 Senior Benefits Advisors

Ultimately, it is the responsibility of both David Gibson and Rob Madden to ensure all available resources are utilized effectively for the City (please see team responsibilities and roles on page 7).

Holmes Murphy and Associates, Inc. is able to advise on a variety of medical plans, voluntary products, retiree medical, and other employee benefits plans from carriers and vendors across the United States. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

HMA also offers a variety of other Professional Services, including claims data analysis services, plan administration and legislative compliance assistance, custom communication services, technology-based human resources tools, and access to specialized pharmacy benefits expertise.

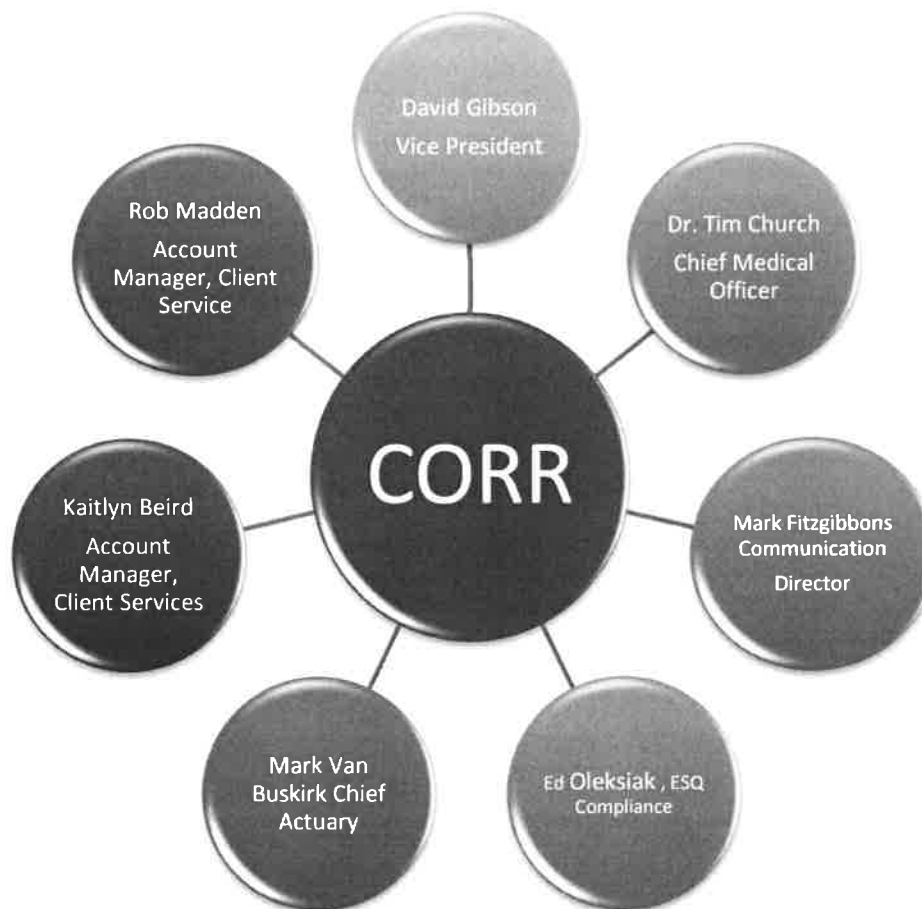
EMPLOYEE BENEFITS SERVICES		
<u>Strategy</u>	<u>Administrative Support</u>	<u>Vendor Negotiations</u>
Budget monitoring Plan design analysis Trend analysis Network efficiency Benchmarking Contribution strategy Managed care analysis Actuarial support Formal strategy meetings Annual planning sessions Customized Communication	Dedicated service team Vendor oversight Problem resolution Open enrollment process Legal & compliance support Vendor audits Claims resolution Eligibility management Call center support HR benefits portal Wellness system Disease mgmt programs	Renewal meetings Contract negotiations SPD Review Project timelines Initial proposal review Bidding/selection process Constant communication Internal underwriting Vendor negotiations Leveraging HMA affiliations Ancillary products

2: HOLMES MURPHY TEAM, STAFF QUALIFICATIONS, AND EXPERIENCE:

Holmes Murphy has over 700 employers nationwide representing approximately 400 fully insured and 300 self funded customers. The service team for CORR has extensive underwriting and management experience with public entities as well as all funding methodologies.

We do not work in a “silo” system where one team works on all of the same customers. Our approach is built on sharing knowledge and experiences. With this structure, we strive to pull the appropriate levels of expertise at the appropriate time from within our pool of experts. Our goal in building our organization was to provide all of the appropriate areas of expertise that a customer could find in one of the country’s largest consulting firms, but to do this with the customer service feel of a strong regional firm.

The team includes specific expertise in benefit design strategy, human resources policy and administration, actuarial science, compliance insight/oversight and communication expertise. We also have built an account management team that understands the challenges you face each and every day.





David Gibson will lead the account management team assigned to work with CORR, with Rob Madden responsible for daily account management activities, including: communication planning and development, resolving vendor issues, and working with vendors to implement plan design changes.

Kaitlyn Beaird understands benefits programs from the account manager level, and will provide valuable assistance in the operations management of CORR program, from implementation, to ongoing vendor management, to compliance support, and administrative questions. Prior to joining HMA Kaitlyn was an Account Manager for UNUM. Kaitlyn will work with David and Rob to provide ongoing support for day-to-day operations and vendor management activities.

Our extensive experience providing consulting for public entities give us a unique advantage in developing a multi-year strategy to maximize benefits while minimizing costs. Our innovative wellness programs and strategies have been successful in reducing trend for 100% of our clients and have been recognized in various media outlets. We would be happy to share those results with you.

We understand Health Care Reform (HCR) is of specific concern for all of our clients. We constantly monitor and interpret the countless pages of new/changing legislative documentation intended to clarify and give guidance to employers and others on how to navigate this changing landscape. This task is formidable and can be overwhelming at times. We help our clients turn this information into actionable next steps. Den Bishop, President of our Dallas operations, literally wrote "The Book on Health Care Reform" which was released in July 2013 detailing the economic truth about Healthcare in America. This book will help employers better understand how we got here, what is happening, and what we believe may happen next.

We have two full-time compliance officers in our Dallas office led by Ed Oleksiak. They assist all Holmes Murphy clients with ALL compliance needs for all benefit programs (i.e., FMLA, COBRA, and HIPAA). The proposed service team will work closely with Ed and his team to ensure the CORR will have the right information at the right time.

3. SCOPE OF SERVICES

As a full service Consultant, Holmes Murphy provides a wide variety of services. We understand that not all clients are the same, and will work with CORR to develop a customized plan that will be beneficial to the CORR and its employees for years to come.

Financial / Budget / Actuarial

1. Reforecast current year budget with final enrollment
2. Determine active employee and retiree contribution strategy
3. Assist in developing annual strategic benefit plan objectives and initiatives
4. Negotiate all health related product renewals to secure most cost effective contracts / agreements in accordance with budget projections
5. Provide monthly financial reporting of medical, dental and prescription claims (Active and Retiree)
6. Provide actuarial support and analysis through proprietary budget modeling tool to help project future costs and impact of potential plan design changes
7. Monitor network and clinic performance, which includes analysis of utilization, discounts and overall plan efficiency
8. Provide education and strategy development on cost management programs

Communications

9. Develop strategy and communications for annual health screenings (as appropriate)
10. Assist in the development and editing of benefits guides and wellness newsletters
11. Develop communications for annual benefits Open Enrollment, including the following audiences:
 - a. Active employees
 - b. New hires
12. Create "on-demand" miscellaneous communication requests based on administrative needs (targeted letters and emails to various groups)

Wellness / Nutritional Intervention

13. Develop and execute comprehensive implementation plan
14. Market, advise, select and manage wellness vendors
15. Create strategy and develop incentive program tied to overall program participation and medical/pharmacy budget
16. Analyze, provide contract review, and implement the on-going management of annual on-site health screening
17. Provide detailed year-over-year cohort analysis of health risk factors

Marketing / Procurement

18. Manage renewal process and present renewal summary to CORR
19. Evaluate marketplace options via proprietary multi-phase finance, delivery and administration of Request for Proposal (RFP)

Compliance

20. Review contracts for accuracy, compliance and comprehensiveness
21. Advise on impending legislative changes and explain potential impact to CORR's benefit plans
22. Advise and create plan strategy in relation to PPACA
23. Monitor legislative compliance updates, including:
 - a. American Recovery & Reinvestment Act of 2008 (ARRA)
 - b. State Children's Health Insurance Program (CHIP)
 - c. All other benefit legislation passed
24. Provide written monthly compliance alerts and updates to CORR

Administration

25. Gather industry benchmarking data on benefit offerings, plan designs, enrollment data, and financial data as compared to CORR plans

In addition to the scope of services listing above, here is more detailed information on some of the key services Holmes Murphy provides:

Strategy Meetings: We will conduct formal review and strategy meetings quarterly or as often as your benefits and financial team finds appropriate. These meetings will include a review of the actual costs versus budget projections, utilization analysis, and a discussion of trends and opportunities. We would fully coordinate these sessions to make this as easy for your team as possible.

Program Audit & Review: The completion of a comprehensive audit of the current benefits program would be essential. It is critical that we have a thorough understanding of all elements of your current benefit plans before we begin our consulting work. As we review the programs, we keep two basic questions in mind: "What's working?" and "What's broken?"

Budget Analysis & Support: Our goals in budgeting are to eliminate surprises and to reduce the administrative burden of the budget process. Our approach will be to develop an independent actuarial budget for the 2019 - 2020 plan years. We will then closely monitor the actual CORR performance to identify and discuss any potential discrepancies on a monthly basis. We believe that by taking a proactive approach to the budget process, we can identify potential trends early and take the necessary actions that would benefit CORR.

Key Indicator & Vendor Reporting: Our primary role in reporting and analysis is to bring life to vendor data. It should not be CORR's job to sort through potentially hundreds of pages of reports to try to figure out what is happening with the costs and why. We will provide the vendor data analysis to CORR and deliver a meaningful summary of the information providing clear answers. We will also provide claim detail summary reports.

Actuarial Financial Projections: The support of our Actuarial unit is also available to help project future costs and analyze change opportunities. As an example, we will analyze the current plan designs by measuring the value of the various PPO plans. Mark Van Buskirk, Ph.D. is our full time in-house Chief Actuary and will assist in critical technical areas.



Plan Efficiency Analysis: Holmes Murphy would use an analytical method that we refer to as Plan Efficiency Analysis to measure the financial performance of CORR medical benefit programs.

Utilization Monitoring: Holmes Murphy will enlist the support of our healthcare and data management analysts to actively review the clinical utilization reports for trends in healthcare services.

Benchmark Analysis: Holmes Murphy will utilize a combination of national purchased information and custom benchmarking surveys to help CORR identify their competitive positioning. In addition we have experience with all the major data warehouse systems including Ingenex, Medstat and Solucient that include granular benchmarking information at detailed levels.

Design Strategy and Option Modeling: Understanding the selection patterns and how that can increase or decrease the ultimate costs is critical in designing a multi-tiered plan program. Recognizing that CORR is particularly interested in strategies that encourage employees to access care efficiently, we will assist in reviewing options that position CORR well for the future.

Internal Underwriting: At Holmes Murphy, it is our belief that the most effective negotiations come from having the deepest understanding of the data. We would perform internal underwriting on CORR's behalf so that our vendor negotiations are based on valid actuarial assumptions rather than on market rates. This approach consistently places us in the best possible position to negotiate favorable terms with vendors and we are confident it will yield the best possible rates for CORR.

Vendor Negotiations: We would fully support and participate in all negotiations with vendors. This would include a detailed initial review of the current programs to ensure that there are effective terms and provisions in the contracts.

Education & Training Program: One of the ways we add value to our customers is through continuous education on the latest industry trends, products and legislative activities. We are known for conducting high impact seminars and commonly speak at several association meetings. For CORR, we will provide "private" educational sessions to ensure that the Human Resources Department is fully up to speed on the evolving trends in the industry.

We update our clients with regular compliance alerts and other guidance documents. We will send these to you actively and will schedule sessions to review the information with you as necessary. We disseminate this information by e-mailing regular, timely, compliance updates prepared by both our internal compliance team as well as bulletins prepared on our behalf by Littler Mendelson.

In addition to the aforementioned compliance alerts, we provide Holmes Murphy Benefit Alerts which are web-based communications provided bi-weekly via e-mail. These alerts include up to date information and articles on the most important issues impacting our clients. Compliance alerts would automatically be distributed to each key contact at CORR and are distributed as needed by the changing regulatory landscape of health & welfare benefits.

Lastly, we also conduct seminars and webinars on "hot topics" such as HIPAA changes and IRS requirements related to your plans. Many of these presentations are archived and can be provided on demand for a variety of topics.



Below is a sample timeline, effective June 2019, of how Holmes Murphy will continue to work closely with your team to ensure that the target dates best represent the needs of CORR. As each client is unique, this timeline will be flexible to meet your unique needs based on our ongoing discussions:

Activity	Responsibility	Target Completion Date
Phase I - Where Is CORR Now?		
A. Gathering of Information <ul style="list-style-type: none"> SPD's Administrative agreements / contracts Claims experience Rates and fees Census data 	HMA /CORR/ Vendors	1 st Week
B. Initial Strategy Meeting <ul style="list-style-type: none"> The Client's business goals Observations of current benefits Financial, administrative, and plan constraint /goals Company financial targets Core beliefs exercise Benefit plan history Potential compliance issues Benefit plan goals Core plan design Managed care network criteria Ancillary plan design 	HMA / CORR	2 nd Week
C. Cataloging Basic Benefits <ul style="list-style-type: none"> Design audit grids Understand efficiencies and variances of current benefit design 	HMA	3 rd Week
D. Financial Analysis <ul style="list-style-type: none"> Claims experience Fixed expenses Employee contributions Stop-loss positions Normative comparisons 	HMA	4 th Week
E. Plan Performance Evaluation <ul style="list-style-type: none"> Administration Finance Delivery 	HMA / CORR	4 th Week

Phase II - Where Does CORR Want To Be?		
A. Subsequent Strategy Meeting <ul style="list-style-type: none"> Present and finalize benefit strategy Discuss budget expectations Discuss funding alternatives Measure observations verses goals Develop baseline performance measures Discuss plan design and managed care structure Develop administrative specifications 	HMA / CORR	6 th Week
B. Develop Concrete Plan Performance Goals	HMA / CORR	7 th Week
Phase III – How Does CORR Get There?		
A. Administrative Effectiveness <ul style="list-style-type: none"> Claims Member services Plan management Eligibility / Connectivity Communication Compliance 	HMA / CORR	8 th Week
B. Financial Accountability <ul style="list-style-type: none"> Risk management Competitive positioning Budgeting Financial administration Reporting 	HMA / CORR	8 th Week
C. Delivery System <ul style="list-style-type: none"> Access to providers Plan design Quality assurance 	HMA / Vendors	8 th Week
Phase IV – Enhance Performance Within the Business Structure		
A. Benchmark Plans / Performance	HMA	10th Week
B. Identify Programs not Meeting Performance Standards	HMA / CORR	10th Week
C. Evaluate Billing / Banking Relationship	HMA / CORR	11th Week
D. Evaluate Communication / Reporting Opportunities	HMA / CORR	11th Week
Phase V – Promote Employee “Value” of Each Benefit Program		
A. Review Employee Communication Materials / Processes	HMA / CORR	13th Week
B. Explore Communication Alternatives	HMA / CORR	13th Week
C. Discuss Multiplicity of Information Contacts	HMA / CORR	14th Week
D. Evaluate “Employee Helpline”	HMA / CORR	18th Week
E. Discuss Employee Benefit Statements	HMA / CORR	20th Week
F. Enhance Local Associate Level Support	HMA / CORR	Ongoing
G. Annual and initial enrollment assistance	HMA	Ongoing
H. Annual vendor renewals, RFPs, negotiations	HMA	As required

4: FEES

In almost every public entity engagement, we work off of an annual retainer fee. We prefer this method because we do not want our clients feeling as though they are on the clock every time they need assistance. We intend for our client to choose a billing frequency that best works for them. Should CORR request an alternative compensation arrangement, we would be more than happy to discuss further.

Employee Benefits Consultant	\$72,000 fixed fee annually; 5-year rate guarantee
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In addition to the traditional Core scope of services outlined above, we have also listed out additional project work that Holmes Murphy has/could provide for CORR. The list below is not all encompassing but provides an idea of what the City and other customers have retained Holmes Murphy for on a project basis in addition to our traditional consulting services.

Sample List of Project Work (fee, if applicable, to be determined at time of service)

- Clinic Evaluations – analyze program efficiency, develop return on investment models, identify areas of opportunity, etc. HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Direct Contracting – stand-alone project or in conjunction with Clinic and/or Wellness initiatives. HMA has been providing this service as part of our ongoing retainer relationship, and looks forward to helping the City determine how to best integrate your employee clinic into the overall benefits strategy. No Charge.
- GASB Valuation – initial and/or ongoing valuations. Future funding and plan design strategies to consider reducing liability. No Charge. (See GASB performance guarantees in Addendum A).
- Custom Communications – print or electronic media. HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Eligibility Management and Enrollment Services – facilitating all aspects (if applicable). HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Cafeteria Plan Administration – If separate from Medical vendor RFP the fee would be \$2,000. Otherwise no charge when included with Medical RFP initiative.

Our goal is to be your most trusted advisor....for many years. As a result, we do not require a formal contract of any kind. We charge for our services on a monthly basis and if CORR is not satisfied with our work, you have the ability to terminate our relationship at any time. We believe that this is the ultimate performance guarantee!

Holmes Murphy is a firm that holds true to its core beliefs as an organization, while proving to be innovative and adaptable in addressing a client's current and future challenges.

5. REFERENCES

Name	Number of Employees	Number & Types of Plans	Length of Service	Contact
City of Grand Prairie	1,130	Medical/Rx, Stop Loss, Dental, Vision, Life/AD&D, LTD, EAP, FSA,	14 years	Lisa Norris lnorris@gptx.org 972-237-8071 318 W. Main St, Grand Prairie, TX 75053
City of North Richland Hills	600	GASB, active budgeting, pricing, plan design, Medical, Stop Loss, FSA, Dental, COBRA, Vision, Life, Retiree	10 years	Patrick Hillis phillis@nrhtx.com 817-427-6100 4301 City Point Drive North Richland Hills, TX 76180
City of Waco	1,500	Medical/Rx, Stop Loss, Dental, Vision, Life/AD&D, LTD, STD, EAP, FSA	12 years	Missie Pustejovsky missiep@ci.waco.tx.us 254-750-5791 300 Austin Avenue, Waco, TX 76702

Addendum A

GASB 75 Performance Expectations:

- City will provide census data for the current measurement date by June 15th, three months prior to September 30th, the City's fiscal year end (e.g., census data will be provided by June 15, 2019 for the measurement date 12/31/2018)
- Holmes Murphy to provide the draft valuation report (draft report does not mean only the tables that go into the report) as of the current measurement date (12/31) by August 15th, 45 days prior to the City's fiscal year-end (e.g., the draft valuation report for the measurement date of 12/31/2018 will be provided to the City by August 15, 2019)
- Holmes Murphy to allow the City to provide comments on the draft valuation report within 14 days of receiving the draft valuation report
- Holmes Murphy to respond to the City's comments on the draft valuation report within 14 days of receiving the City's comments
- Holmes Murphy to provide the retiree benefit payments for the period covering nine months subsequent to the current measurement date by October 31st following the City's fiscal year end (e.g., retiree benefit payments from 1/1/2019-9/30/2019 for the measurement date 12/31/2018 will be provided by 10/31/2019)
- Holmes Murphy to provide the final valuation report by October 31st following the current measurement date (e.g., October 31, 2019 for the measurement date of 12/31/2018)
- Holmes Murphy will meet City's aforementioned requested reporting dates subject to timely receipt of necessary data from the City, and claims and participation data from the City's vendors
- Holmes Murphy will respond to email inquiries from the City within 48 hours
- Holmes Murphy will return voice messages from the City within 48 hours

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:
2019-475671

Date Filed:
04/11/2019

Date Acknowledged:

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

Holmes Murphy & Associates
Dallas, TX United States

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

City of Round Rock

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

000000
Group Healthcare Consultant 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 David Gibson, and my date of birth is 12/31/64.

My address is 12712 Park Central Dallas TX 75251 US.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 11 day of April, 2019.
(month) (year)

David Gibson

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute Master Services Agreement No. MSA-819919 with Aetna Life Insurance Company for third-party administration of the City's self-funded health benefits plan.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Valerie Francois, Human Resources Director

Cost:

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A

Department: Human Resources Department

Text of Legislative File 2019-0187

Aetna Life Insurance Company has provided third-party administration of the City's self-funded health benefits plan for over the past ten years. This Master Services Agreement will supplement the Letter of Understanding approved by the City Council on November 20, 2018.

The term of this agreement shall be for thirty-six (36) months from the effective date. The total estimated cost for the agreement is \$1,152,245.88 with the annual cost breakdown by year as follows:

2019: \$384,081.96

2020: \$384,081.96

2021: \$384,081.96

Cost: \$1,152,245.88

Source of Funds: Source of Funds: Self-Funded Health Insurance Fund

RESOLUTION NO. R-2019-0187

WHEREAS, the City of Round Rock (the “City”) desires to continue to retain professional services to provide independent third-party administration of the City’s self-funded health plan; and

WHEREAS, Aetna Life Insurance Company (“Aetna”) has been providing said professional services for over the past ten years; and

WHEREAS, the City Council approved a Letter of Understanding with Aetna regarding the terms and provisions of a new agreement on November 20, 2018; and

WHEREAS, Aetna has submitted a proposal to continue to provide said services; and

WHEREAS, the City Council desires to approve a Master Services Agreement with Aetna for third-party administration of the City’s self-funded health plan, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Master Services Agreement with Aetna, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

MASTER SERVICES AGREEMENT

MSA -819919

This master services agreement ("**Agreement**") between **AETNA LIFE INSURANCE COMPANY**, located at 151 Farmington Avenue, Hartford, Connecticut ("**Aetna**"), and **CITY OF ROUND ROCK**, located at 221 East Main Street, Round Rock, TX, 78664 ("**Customer**") is effective as of January 1, 2019 ("**Effective Date**").

The Customer has established one or more self-funded employee benefits plans, described in Exhibit 1, (the "Plan(s)"), for certain covered persons, as defined in the Plan(s) (the "**Plan Participants**").

The Customer wants to make available to Plan Participants one or more products and administrative services ("**Services**") offered by Aetna, as specified in the attached schedules, and Aetna wants to provide those Services to the Customer for the compensation described herein.

The parties therefore agree as follows:

1. TERM

The initial term of this Agreement will be one year beginning on the Effective Date. This Agreement will automatically renew annually unless otherwise terminated pursuant to section 17 (Termination). The initial term and each successive one year renewal shall be considered an "**Agreement Period**". The schedules may provide for different start and end dates for certain Services.

2. SERVICES

Aetna shall provide the Services described in the attached schedules.

3. STANDARD OF CARE

Aetna and the Customer will discharge their obligations under this Agreement with that level of reasonable care which a similarly situated services provider or plan administrator, respectively, would exercise under similar circumstances. If the Customer delegates claim fiduciary duties to Aetna pursuant to the applicable schedule, Aetna shall observe the standard of care and diligence required of a fiduciary under applicable state law.

4. SERVICE FEES

The Customer shall pay Aetna the fees according to the Service and Fee Schedule(s) ("**Service Fees**"). Aetna may change the Services and the Service Fees annually by giving the Customer 30 days' notice before the changes take effect. Changes will take effect on the anniversary of the Effective Date unless otherwise indicated in the applicable Service and Fee Schedule(s).

Aetna shall provide the Customer with a monthly statement indicating the Service Fees owed for that month. The Customer shall pay Aetna the Service Fees no later than 31 calendar days after the first calendar day of the month in which the Services are provided (the "**Payment Due Date**"). The Customer shall provide with their payment either a copy of the Aetna invoice, modified to reflect current eligibility, or a copy of a pre-approved invoice which meets Aetna's billing requirements. The Customer shall also reimburse Aetna for certain additional expenses, as stated in the Service and Fee Schedule(s).

All overdue amounts are subject to the late charges outlined in the Service and Fee Schedule(s).

Aetna shall prepare and submit to the Customer an annual report showing the Service Fees paid.

5. BENEFIT FUNDING

The Customer shall choose one of the banking facilities offered by Aetna through which Plan benefit payments, Service Fees and Plan benefit related charges will be made. All such amounts will be paid through the banking facility by check, electronic funds transfer or other reasonable transfer methods. The Customer shall reimburse the banking facility for all such payments on the day of the request. All such reimbursements will be made by wire transfer in federal funds using the instructions provided by Aetna, or by another transfer method agreed upon by both parties.

Since funding is provided on a checks cleared basis, Aetna is not required to act on outstanding benefit checks (checks which have not been presented for payment) unless directed to do so by the Customer. The Customer may elect full escheat or stop pay services under a separate contract, to which additional fees may apply. In the absence of an escheat or stop pay contract, checks will be voided when they age five years, which does not eliminate the Customer's potential escheat liability.

After termination of the Agreement, in the absence of an escheat or stop pay contract, Aetna may place stop payment orders on all of the Customer's outstanding benefit checks after either:

- (i) One year has elapsed since Aetna completed its runoff obligations; or
- (ii) Aetna has exercised its right to suspend claim payments or terminate this Agreement as stated in section 17(B) (Termination).

At the end of any run off service period, the Customer may also request Aetna to perform escheat services on outstanding benefit checks for an additional charge.

6. FIDUCIARY DUTY

It is understood and agreed that the Customer, as plan administrator, retains complete authority and responsibility for the Plan, its operation, and the benefits provided there under, and that Aetna is empowered to act on behalf of the Customer in connection with the Plan only to the extent expressly stated in this Agreement or as agreed to in writing by Aetna and the Customer.

The Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan.

Claim fiduciary responsibility is identified in the applicable Schedule.

7. CUSTOMER'S RESPONSIBILITIES

- (A) Eligibility** – The Customer shall supply Aetna, by electronic medium acceptable to Aetna, with all relevant information identifying Plan Participants and shall notify Aetna by the tenth day of the month following any changes in Plan participation. Aetna is not required to honor a notification of termination of a Plan Participant's eligibility which Aetna receives more than 60 days after termination of such Plan Participant. Aetna has no responsibility for determining whether an individual meets the eligibility requirements of the Plan.

- (B) **Plan Document Review** – The Customer shall provide Aetna with all Plan documents at least 30 days prior to the Effective Date. Aetna will review the Plan documents to determine any potential differences that may exist among such Plan documents and Aetna’s claim processing systems and internal policies and procedures. Aetna does NOT review the Customer’s Summary of Benefits and Coverage (“**SBC**”), Summary Plan Description (“**SPD**”) or other Plan documents for compliance with applicable law. The Customer also agrees that it is responsible for satisfying any and all Plan reporting and disclosure requirements imposed by law, including updating the SBC or SPD and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.
- (C) **Notice of Plan or Benefit Change** – The Customer shall notify Aetna in writing of any changes in Plan documents or Plan benefits (including changes in eligibility requirements) at least 30 days prior to the effective date of such changes. Aetna will have 30 days following receipt of such notice to inform the Customer whether Aetna will agree to administer the proposed changes. If the proposed changes increase Aetna’s costs, alter Aetna’s ability to meet any performance standards or otherwise impose substantial operational challenges, Aetna may require an adjustment to the Service Fees or other financial terms.
- (D) **Employee Notices** – The Customer shall furnish each employee covered by the Plan written notice that the Customer has complete financial liability for the payment of Plan benefits. The Customer shall inform its Plan Participants, in a manner that satisfies applicable law, that confidential information relating to their benefit claims may be disclosed to third parties in connection with Plan administration.
- (E) **Miscellaneous** – The Customer shall promptly provide Aetna with such information regarding administration of the Plan as required by Aetna to perform its obligations and as Aetna may otherwise reasonably request from time to time. Such information shall include, at no cost to Aetna, all relevant medical records, lab and pharmacy data, claim and other information pertaining to Plan Participants and/or Employees. Aetna is entitled to rely on the information most recently supplied by the Customer in connection with the Services and Aetna’s other obligations under the Agreement. Aetna is not responsible for any delay or error caused by the Customer’s failure to furnish correct information in a timely manner. Aetna is not responsible for responding to Plan Participant requests for copies of Plan documents. The Customer shall be liable for all Plan benefit payments made by Aetna, including those payments made following the termination date or which are outstanding on the termination date.

8. RECORDS

Aetna, its affiliates and authorized agents shall use all Plan-related documents, records and reports received or created by Aetna in the course of delivering the Services (“**Plan Records**”) in compliance with applicable privacy laws and regulations. Aetna may de-identify Plan Records and use them for quality improvement, statistical analyses, product development and other lawful, non-Plan related purposes. Such Plan Records will be kept by Aetna for a minimum of seven years, unless Aetna turns such documentation over to the Customer or a designee of the Customer.

9. CONFIDENTIALITY

Business Confidential Information - Neither party may use “Business Confidential Information” (as defined below) of the other party for its own purpose, nor disclose any Business Confidential Information to any third party. However, a party may disclose Business Confidential Information to that party’s representatives who have a need to know such information in relation to the administration of the Plan, but only if such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them. The Customer shall not disclose Aetna’s provider discount or payment information to any third party, including the Customer’s representatives, without Aetna’s prior written consent and until each recipient has executed a confidentiality agreement reasonably satisfactory to Aetna.

The term “**Business Confidential Information**” as it relates to the Customer means the Customer identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information (“PHI”) as defined by HIPAA or other claims-related information.

The term “**Business Confidential Information**” as it relates to Aetna means the Aetna identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

- (A) **Plan Participant Information** - Each party will maintain the confidentiality of Plan Participant-identifiable information, in accordance with applicable law and, as appropriate, the terms of the HIPAA business associate agreement associated with this Agreement. The Customer may identify, in writing, certain Customer employees or third parties, who the Plan has authorized to receive Plan Participant-identifiable information from Aetna in connection with Plan administration. Subject to more restrictive state and federal law, Aetna will disclose Plan Participant-identifiable information to the Customer designated employees or third parties. In the case of a third party, Aetna may require execution by the third party of a non-disclosure agreement reasonably acceptable to Aetna. The Customer agrees that it will only request disclosure of PHI to a third party or to designated employees if: (i) it has amended its Plan documents, in accordance with 45 CFR 164.314(b) and 164.504(f)(2), so as to allow the Customer designated employees or third parties to receive PHI, has certified such to the Plan in accordance with 45 CFR 164.504(f)(2)(ii), and will provide a copy of such certification to Aetna upon request; and (ii) the Plan has determined, through its own policies and procedures and in compliance with HIPAA, that the PHI that it requests from Aetna is the minimum information necessary for the purpose for which it was requested.
- (B) **Upon Termination** - Upon termination of the Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Business Confidential Information in its possession or control except to the extent such Business Confidential Information must be retained pursuant to applicable law or cannot be disaggregated from Aetna's databases. Aetna may retain copies of any such Business Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under this Agreement, for use in the processing of runoff claims for Plan benefits, and for regulatory purposes.

10. AUDIT RIGHTS

The Customer may, at its own expense, audit Plan claim transactions upon reasonable notice to Aetna. The Customer may conduct one audit per year and the audit must be completed within 2 years of the end of the time period being audited. Audits of any performance guarantees, if applicable, must be completed in the year following the period to which the performance guarantee results apply. Audits must be performed at the location where the Customer's claims are processed.

The Customer may select its own representative to conduct an audit, provided that the representative must be qualified by appropriate training and experience for such work and must perform the audit in accordance with published administrative safeguards or procedures and applicable law. In addition, the representative must not be subject to an Auditor Conflict of Interest which would prevent the representative from performing an independent audit. An “Auditor Conflict of Interest” means any situation in which the designated representative (i) is employed by an entity which is a competitor of Aetna, (ii) has terminated from Aetna or any of its affiliates within the past 12 months, or (iii) is affiliated with a vendor subcontracted by Aetna to adjudicate claims. If the audit firm is not licensed or a member of a national professional group, or if the audit firm has a financial interest in audit findings or results, the audit agent must agree to

meet Aetna's standards for professionalism by signing Aetna's Agent Code of Conduct prior to performing the audit. Neither the Customer nor its representative may make or retain any record of provider negotiated rates or information concerning treatment of drug or alcohol abuse, mental/nervous, HIV/AIDs or genetic markers.

The Customer shall provide reasonable advance notice of its intent to audit and shall complete an Audit Request Form providing information reasonably requested by Aetna. No audit may commence until the Audit Request Form is completed and executed by the Customer, the auditor and Aetna. Further, the Customer or its representative shall provide Aetna with a complete listing of the claims chosen for audit at least four weeks prior to the on-site portion of the audit.

The Customer's auditors shall provide their draft audit findings to Aetna, prior to issuing the final report. This draft will provide the basis for discussions between Aetna and the auditors to resolve and finalize any open issues. Aetna shall have a right to review the auditor's final audit report, and include a supplementary statement containing information and material that Aetna considers pertinent to the audit.

Additional guidelines related to the scope of the audit are included in the applicable schedules.

11. RECOVERY OF OVERPAYMENTS

Aetna shall reprocess any identified errors in Plan benefit payments (other than errors Aetna reasonably determines to be *de minimis*) and seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice by letter, phone, or email. The Customer may direct Aetna not to seek recovery of overpayments from Plan Participants, in which event Aetna will have no further responsibility with respect to those overpayments. The Customer shall reasonably cooperate with Aetna in recovering all overpayments of Plan benefits.

If Aetna elects to use a third party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to the Customer net of fees charged by Aetna or those entities.

Any requested payment from Aetna relating to an overpayment must be based upon documented findings or direct proof of specific claims, agreed to by both parties, and must be due to Aetna's actions or inactions. Indirect or inferential methods of proof – such as statistical sampling, extrapolation of error rate to the population, etc. – may not be used to determine overpayments. In addition, use of software or other review processes that analyze a claim in a manner different from the claim determination and payment procedures and standards used by Aetna shall not be used to determine overpayments.

When seeking recovery of overpayments from a provider, Aetna has established the following process: if it is unable to recover the overpayment through other means, Aetna may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. Aetna may reduce future payments to the provider (including payments made to that provider involving the same or other health and welfare plans that are administered by Aetna) by the amount of the overpayment, and Aetna will credit the recovered amount to the plan that overpaid the provider. By entering into this Agreement, the Customer is agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in this Agreement.

The Customer may not seek recovery of overpayments from network providers, but the Customer may seek recovery of overpayments from other third parties once the Customer has provided Aetna notice that it will seek such recovery and Aetna has been afforded a reasonable opportunity to recover such amounts. Aetna has no duty to initiate litigation to pursue any overpayment recovery.

12. INDEMNIFICATION

- (A) Aetna shall indemnify the Customer, its affiliates and their respective directors, officers, and employees (only as employees, not as Plan Participants) for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) ("**Losses**") caused directly by (i) any material breach of this Agreement by Aetna, including a failure to comply with the standard of care in section 3; (ii) Aetna's negligence, willful misconduct, fraud, or breach of fiduciary responsibility; or (iii) Aetna's infringement of any U.S. intellectual property right of a third party, arising out of the Services provided under this Agreement.
- (B) The Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees for that portion of any Losses caused directly by (i) any material breach of this Agreement by the Customer including a failure to comply with the standard of care in section 3; (ii) the Customer's negligence, willful misconduct, fraud, or breach of fiduciary responsibility; (iii) the release or transfer of Plan Participant-identifiable information to the Customer or its designee, or the use or further disclosure of such information by the Customer or such designee; or (iv) in connection with the design or administration of the Plan by the Customer or any acts or omissions of the Customer as an employer or Plan Sponsor.
- (C) The party seeking indemnification under this Agreement must notify the indemnifying party within 20 days in writing of any actual or threatened action, to which it claims such indemnification applies. Failure to so notify the indemnifying party will not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice as indicated above.
- The indemnifying party may join the party seeking indemnification as a party to such proceeding; however the indemnifying party shall provide and control the defense and settlement with respect to claims to which this section applies.
- (D) The Customer and Aetna agree that: (i) health care providers are not the agents or employees of the Customer or Aetna and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the Customer nor Aetna is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations of (A) or (B) above do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.
- (E) These indemnification obligations above shall not apply to any claims caused by (i) an act, or failure to act, by one party at the direction of the other, or (ii) with respect to intellectual property infringement, the Customer's modification or use of the Services or materials that are not contemplated by this Agreement, unless directed by Aetna, including the combination of such Services or materials with services, materials or processes not provided by Aetna where the combination is the basis for the claim of infringement. For purposes of the exclusions in this paragraph, the term "Customer" includes any person or entity acting on the Customer's behalf or at the Customer's direction. For purposes of (A) and (B) above, the standard of care to be applied in determining whether either party is "negligent" in performing any duties or obligations under this Agreement

shall be the standard of care set forth in section 3.

13. DEFENSE OF CLAIM LITIGATION

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits, the party designated in this document as the fiduciary which rendered the decision in the appeal last exercised by the Plan Participant which is being appealed to the court ("appropriate named fiduciary") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party PROVIDED the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. The Customer agrees to pay the amount of Plan benefits included in any judgment or settlement in such action. The other party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages, except to the extent provided in section 12 (Indemnification).

Notwithstanding anything to the contrary in this section 13, in any multi-claim litigation (including arbitration) disputing reimbursement for benefits for more than one Plan Sponsor, the Customer authorizes Aetna to defend and reasonably settle the Customer's benefit claims in such litigation.

14. REMEDIES

Other than in an action between the parties for third party indemnification, neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

15. BINDING ARBITRATION OF CERTAIN DISPUTES

Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Hartford, CT, administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

16. COMPLIANCE WITH LAWS

Aetna shall comply with all applicable federal and state laws including, without limitation, the Patient Protection and Affordable Care Act of 2010 ("PPACA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

17. TERMINATION

This Agreement may be terminated by Aetna or the Customer as follows:

(A) Termination by the Customer – The Customer may terminate this Agreement, or the Services provided under one or more schedules, for any reason, by giving Aetna at least 30 days' prior written notice of when such termination will become effective.

(B) Termination by Aetna and Suspension of Claim Payments-

(1) Aetna may terminate this Agreement, or the Services provided under one or more schedules, for any reason, by giving the Customer at least 30 days' prior written notice of when such termination will become effective.

(2) If the Customer fails to fund claim wire requests from Aetna, or fails to pay Service Fees by the Payment Due Date, Aetna has the right to cease paying claims and suspend Services until the requested funds or Service Fees have been provided. Aetna may terminate the Agreement immediately upon notice to the Customer if the Customer fails to fund claim wire requests or pay the applicable Service Fees in full within five business days of written notice by Aetna.

(C) Legal Prohibition - If any jurisdiction enacts a law or Aetna reasonably interprets an existing law to prohibit the continuance of the Agreement or some portion thereof, the Agreement or that portion shall terminate automatically as to such jurisdiction on the effective date of such law or interpretation; provided, however, if only a portion of the Agreement is impacted, the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(D) Responsibilities on Termination –

Upon termination of the Agreement, for any reason other than default of payment by the Customer, the Customer may request that Aetna continue processing runoff claims for Plan benefits that were incurred prior to the termination date, which are received by Aetna within 12 months following the termination date. In such event, the parties shall mutually agree upon a fee for such runoff services, which shall be paid by the Customer prior to the commencement of the runoff services. Runoff claims will be processed and paid in accordance with the terms of this Agreement. New requests for benefit payments received after the 12 month runoff period will be returned to the Customer or to a successor administrator at the Customer's expense. Claims which were pending or disputed prior to the start of the runoff period will be handled to their conclusion by Aetna, as well as provider performance or incentive payments paid for prior period performance pay outs, and Customer agrees to fund such claims or payments when requested by Aetna.

The Customer shall continue to fund Plan benefit payments and agrees to instruct its bank to continue to make funds available until all outstanding Plan benefit payments have been paid or until such time as mutually agreed upon by Aetna and the Customer. The Customer's wire line and bank account from which funds are requested must remain open for one year after runoff processing ends, or two years after termination.

Upon termination of the Agreement and provided all Service Fees have been paid, Aetna will release to the Customer, or its successor administrator, all claim data in Aetna's standard format, within a reasonable time period following the termination date. All costs associated with the release of such data shall be paid by the Customer.

18. GENERAL

- (A) **Relationship of the Parties** - The parties to this Agreement are independent contractors. This Agreement is not intended and shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship. Each party shall be solely responsible for all wages, taxes, withholding, workers compensation, insurance and any other obligation on behalf of any of its employees, and shall indemnify the other party with respect to any claims by such persons.
- (B) **Intellectual Property** - Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under this Agreement (the “**Aetna IP**”). Aetna has granted the Customer a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in this Agreement. Nothing in this Agreement shall be deemed to grant any additional ownership rights in the Aetna IP to the Customer.
- (C) **Communications** - Aetna and the Customer may rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (i) by hand, (ii) by e-mail or (iii) by fax to a representative of each party as mutually agreed upon. Notices or communications may also be sent by U.S. mail to the address below.
- | | |
|--------------------------|----------------------|
| If to Aetna: | If to the Customer: |
| Aetna | City of Round Rock |
| Three Sugar Creek Center | City Manager |
| Sugar Land | 221 East Main Street |
| TX | Round Rock |
| 77478 | TX |
| | 78664 |
- (D) **Force Majeure** – With the exception of the Customer’s obligation to fund benefit payments and Service Fees, neither party shall be deemed to have breached this Agreement, or be held liable for any failure or delay in the performance of any portion of its obligations under this Agreement, including performance guarantees if applicable, if prevented from doing so by a cause or causes beyond the reasonable control of the party. Such causes include, but are not limited to: acts of God; acts of terrorism; pandemic; fires; wars; floods; storms; earthquakes; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.
- (E) **Governing Law** - The Agreement shall be governed by and interpreted in accordance with applicable federal law. To the extent such federal law does not govern, the Agreement shall be governed by Texas law.
- (F) **Financial Sanctions** – If Plan benefits or reimbursements provided under this Agreement violate, or will violate any economic or trade sanctions, such Plan benefits or reimbursements are immediately considered invalid.

Aetna cannot make payments for claims or Services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written office of Foreign Assets Control (OFAC) license.

- (G) Waiver** - No delay or failure of either party in exercising any right under this Agreement shall be deemed to constitute a waiver of that right.
- (H) Third Party Beneficiaries** - There are no intended third party beneficiaries of this Agreement.
- (I) Severability** – If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
- (J) Entire Agreement; Order of Priority** - This Agreement, and the accompanying HIPAA business associate agreement, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes all other agreements, whether oral or written, between the Parties.
- (K) Amendment** – No modification or amendment of this Agreement will be effective unless it is in writing and signed by both Parties, except that a change to a party's address of record as set forth in section 18(C) (Communications) may be made without being countersigned by the other party.
- (L) Taxes** – The Customer shall be responsible for any sales, use, or other similarly assessed and administered tax (and related penalties) incurred by Aetna by reason of Plan benefit payments made or Services performed hereunder, and any interest thereon. Additionally, if Aetna makes a payment to a third party vendor at the request of the Customer, Aetna will assume the tax reporting obligation, such as Form 1099-MISC or other applicable forms.
- (M) Assignment** - This Agreement may not be assigned by either party without the written approval of the other party. The duties and obligations of the parties will be binding upon, and inure to the benefit of, successors, assigns, or merged or consolidated entities of the parties.
- (N) Survival** - Sections 5, 8 through 13 and 17(D) shall survive termination of the Agreement.

The parties are signing this agreement as of the date stated in the introductory clause.


CITY OF ROUND ROCK

Aetna Life Insurance Company

By: _____

Name: Craig Morgan

Title: Mayor

By:  _____

Name: Mark T. Bertolini

Title: Chairman, Chief Executive Officer and
President

**GENERAL ADMINISTRATION SCHEDULE
TO THE
MASTER SERVICES AGREEMENT-
EFFECTIVE January 1, 2019**

This General Administration Schedule describes certain of the Services to be performed by Aetna for the Customer pursuant to the Agreement. The Services described in this schedule apply generally to any medical, dental, pharmacy and behavioral health Plans that are subject to the Agreement. Terms used but not otherwise defined in this schedule shall have the meaning assigned to them in the Agreement.

1. CLAIM SERVICES:

- (A)** Aetna shall process claims for Plan benefits incurred on or after the Effective Date using Aetna's normal claim determination, payment and audit procedures and applicable cost control standards in a manner consistent with the terms of the Plan(s), any applicable provider contract, and the Agreement. Aetna shall issue a payment of benefits and related charges on behalf of the Customer in accordance with section 5 of the Agreement, for such benefits and related charges that are determined to be payable under the Plan(s). With respect to any claims that are denied on behalf of the Customer, Aetna shall notify the Plan Participant of the denial and of the Plan Participant's right of review of the denial in accordance with applicable law.
- (B)** Where the Plan contains a coordination of benefits clause or antiduplication clause, Aetna shall administer all claims consistent with such provisions and any information concurrently in its possession regarding duplicate or primary coverage. Aetna shall have no obligation to recover sums owed to the Plan by virtue of the Plan's rights to coordinate where the claim was incurred prior to the Effective Date. Aetna has no obligation to bring actions based on subrogation or lien rights, unless the Customer has elected Aetna's subrogation services as indicated in the Service and Fee Schedule.
- (C)** In circumstances where Aetna may have a contractual, claim or payment dispute with a provider, the settlement of that dispute with the provider may include a one-time payment in settlement to the provider or to Aetna, or may otherwise impact future payments to providers. Aetna, in its discretion, may apportion the settlement to self-funded customers, either as an additional service fee from, or as a credit to, the Customer, as may be the case, based upon specific applicable claims, proportional membership or some other allocation methodology, after taking into account Aetna's cost of recovery. The Customer shall remain liable after termination of the Agreement, for their portion of any settlement payments arising from claims paid while an active customer.
- (D)** If the Customer wishes to participate in Aetna's enhanced customer servicing framework, the program will be indicated as included in the Service and Fee Schedule. This initiative empowers Aetna's customer service representatives to resolve complex Plan Participant inquiries in a limited number of instances, in accordance with documented guidelines that fall within the context of Aetna's standard claims administration payment and audit procedures. The program allows an authorization of a one-time payment of a previously processed claim. The limits and requirements associated with the program are available to the Customer upon request.

2. MEMBER SERVICES:

Aetna shall establish and maintain one or more service centers, responsible for handling calls and other correspondence from Plan Participants with respect to questions relating to the Plan and Services under the Agreement.

3. PLAN SPONSOR SERVICES:

- (A)** Aetna shall assign an experienced Account Management Team to the Customer's account. This team will be available to assist the Customer in connection with the Services provided under the Agreement.
- (B)** Aetna shall design and install a benefit-account structure separately by class of employees, division, subsidiary, associated company, or other classification reasonably requested by the Customer.
- (C)** Aetna shall assist the Customer in connection with the design of the Customer's Plan, including actuarial and underwriting support reasonably requested by the Customer, provided that the Customer shall have ultimate responsibility for the content of the Plan and compliance with law in connection therewith.
- (D)** Aetna shall make employee identification cards available to Plan Participants. Upon request, Aetna will arrange for the custom printing of identification cards, with all costs borne by the Customer.
- (E)** Upon request of the Customer, Aetna shall provide the Customer with information reasonably available to Aetna relating to the administration of the Plans which is necessary for the Customer to prepare reports that are required to be filed with the United States Internal Revenue Service and Department of Labor.
- (F)** Aetna shall provide the following reports to the Customer for no additional charge:
 - (1) Monthly/Quarterly/Annual Reports - Aetna shall prepare the following reports in accordance with the benefit-account structure for use by the Customer in the financial management and administrative control of the Plan benefits:
 - (a) a monthly listing of funds requested and received for payment of Plan benefits;
 - (b) a monthly reconciliation of funds requested to claims paid within the benefit-account structure;
 - (c) a monthly listing of paid benefits;
 - (d) online access to monthly, quarterly and annual standard claim analysis reports; and
 - (e) if applicable, monthly, quarterly, or annual HealthFund product reports for customers with at least 100 enrolled lives in each HealthFund to be used for the financial evaluation and management of each HealthFund plan.
 - (2) Annual Accounting Reports - Aetna shall prepare standard annual accounting reports detailing product specific financial and plan information including enrollment fees and/or rates for each Agreement Period.
 - (3) Annual Renewal Reports – Aetna shall prepare standard annual renewal reports detailing product specific financial and plan information, including enrollment fees and/or rates for each Agreement Period.

Any additional reporting formats and the price for any such reports shall be mutually agreed upon by the Customer and Aetna.

(G) Upon request of the Customer, for no additional charge, Aetna shall provide either of the following services in support of the preparation of Plan descriptions:

- (1) Prepare an Aetna standard Plan description, including descriptions of benefit revisions; or
- (2) Review the Customer-prepared employee Plan descriptions, subject to the Customer's final and sole authority regarding benefits and provisions in the self-insured portion of the Plan.

If the Customer requires both preparation (1) and review (2), Aetna may require an additional charge.

(H) Upon request of the Customer, Aetna will arrange for the printing of Plan descriptions, with all costs borne by the Customer.

(I) Upon request of the Customer, if applicable, Aetna will provide assistance in connection with the preparation of the Customer's draft Summaries of Benefits and Coverage (SBCs). Aetna may charge an additional fee for such request.

(J) The Customer acknowledges that it has the responsibility to review and approve all Plan documents and SBCs, if applicable, and shall have the final and sole authority regarding the benefits and provisions of the Plan(s), as outlined in the Customer's Plan document. Aetna shall have no responsibility or liability for the content of any of the Customer's Plan documents, or SBC's, if applicable, regardless of the role Aetna may have played in the preparation of such documents.

4. NETWORK ACCESS SERVICES

(A) Aetna shall provide Plan Participants with access to Aetna's network hospitals, physicians and other health care providers ("**Network Providers**") who have agreed to provide services at agreed upon rates and who are participating in the applicable Aetna network covering the Plan Participants. The Customer agrees to be bound by all of Aetna's provider agreements as amended from time to time.

(B) Aetna has value-based contracting ("VBC") arrangements with Network Providers. These arrangements reward providers based on indicators of value, such as, effective population health management, efficiency and quality care. Contracted rates with Network Providers may be based on fee-for-service rates, case rates, per diems, performance-based contract arrangements, risk-adjustment mechanisms, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to physicians, physician groups, health systems and other provider organizations, including but not limited to organizations that may refer to themselves as accountable care organizations and patient-centered medical homes, in the form of periodic payments and incentive arrangements based on performance. Aetna will process any incentive payments attributable to the Plan in accordance with the terms of each VBC arrangement. Each Customer's results will vary. It is possible that incentives paid to a particular provider or health system may be required even if the Customer's own population did not experience the same financial or qualitative improvements. It is also possible that incentives will not be paid to a provider even if the Customer's own population did experience financial and quality improvements. Upon request, Aetna will provide additional information regarding our VBC arrangements.

- (C)** Retroactive adjustments are occasionally made to Aetna's contract rates. Retroactive adjustments may occur, for example, when the federal government does not issue cost of living data in sufficient time for an adjustment to be made on a timely basis, or because contract negotiations were not completed by the end of the prior price period or due to contract dispute settlements. In all cases, Aetna shall adjust the Customer's payments accordingly. The Customer's liability for all such adjustments shall survive the termination of the Agreement.
- (D)** Aetna may contract with vendors who in turn are responsible for contracting with the providers who perform the health care services, and potentially for certain other services related to those providers such as claims processing, credentialing, and utilization management. Under some of these arrangements, the vendor bills Aetna directly for those services by its network of providers at the vendor's contracted rate with Aetna, and Aetna pays the vendor for those services. In certain cases, the amount billed by the vendor to Aetna, paid pursuant to the plan, includes an administrative fee for delegated services by the vendor. As a result, the amount the vendor pays to the health care provider through the vendor's contract with the provider may be different than the amount paid pursuant to the Plan because the allowed amount under the Plan will be Aetna's contracted rate with the vendor, and not the contracted amount between the vendor and the health care provider.
- (E)** Aetna reserves the right to set a minimum plan benefit design structure for in-area network claims to which the Customer must comply in order to access a particular Aetna network.
- (F)** Aetna shall maintain an online directory containing information regarding Network Providers. Upon request and for an additional charge, Aetna shall provide the Customer with paper copies of physician directories.
- (G)** Aetna makes no guarantee and disclaims any obligation to make any specific health care providers or any particular number of health care providers available for use by Plan Participants or that any level of discounts or savings will be afforded to or realized by the Customer, the Plan or Plan Participants.

**MEDICAL
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2019**

The Service Fees and Services effective for the period beginning January 1, 2019 and ending December 31, 2019 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Agreement

Administrative Service Fees

Based on the package of services selected and enrollment awarded to Aetna, the per employee per month administrative services fees by plan for each of the three contract periods, as revised and quoted on January 1, 2019, are:

Plan	Projected Enrollment	01/01/2019	01/01/2020	01/01/2021
Aetna CPOSII	403	\$37.86	\$37.86	\$37.86
Aetna Select ACO	425	\$39.41	\$39.41	\$39.41

We would also extend our contract for two additional years (01/01/2022 and 01/01/2023) with 3% increases on the two outlying years.

Self Funded Fees include:

Included Services / Programs in Above Administrative Fees
<i>Implementation & Communications</i>
\$10,000 Wellness Allowance, annual restoration, no carry-over
Designated Implementation Manager
Open Enrollment Marketing Material (noncustomized)
Onsite Open Enrollment Meeting Preparation
Standard ID Cards
<i>General Administration</i>
Experienced Account Management Team
Designated billing, eligibility, plan set up, underwriting and drafting services
Review or draft plan documents

Summary of Benefits and Coverage (SBCs)
Aetna Claim Fiduciary - Option 4 (1st and 2nd Level Appeals)
Aetna provides External Review
Alternate stockpiling
Member and Claim Services
Claim Administration
Member Services
Aetna Voice Advantage
Plan Sponsor Liaison
Special Investigations / Zero Tolerance Fraud Unit
Network
Network Access / Full National Reciprocity
Care Management
Utilization Management Inpatient Precertification
Utilization Management Outpatient Precertification
Utilization Management Concurrent Review
Utilization Management Discharge Planning
Utilization Management Retrospective Review
Aetna Compassionate Care Program (ACCP)
Infertility Case Management
National Medical Excellence®
Aetna Health Connections Disease Management
MedQuery®
Beginning Right Maternity Program
Informed Health® Line - 24-hour Nurseline 1-800 #
Simple Steps To A Healthier Life® - Health Assessment
Behavioral Health
Managed Behavioral Health

Focused Psychiatric Review
Web Tools
DocFind® (online provider directory)
Aetna Navigator® - Member Self Service Web
Web-Chat Technology - Virtual Assistant Ann
Online Programs
Health Decision Support - Basic
InteliHealth
Reporting
5 Hours of Ad Hoc Reports, Annual Restoration
Monthly standard broker reports
Aetna Health Information Advantage
e.Plan Sponsor Monitor – Level B Reporting (Standard Quarterly Utilization Reports)
Monthly Financial Claim Detail Reports
Monthly Banking Reports
Data Integration Services
Monthly Universal File Feeds (Outbound)
One (1) Exact Copy of Universal File (Outbound)
Aetna Discount Program
at home products, books, fitness, hearing, national products and services, oral health care, vision and weight management

Services included through the claim wire:

Claim Wire Billing Programs	Charged through the claim wire. Not included in the PEPM fees above.
Subrogation	37.5% of recovered amount will be retained
Cotiviti-Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits	37.5% of recovered amount will be retained

National Advantage™ Program	50% of savings will be retained
Standard Facility Charge Review	50% of savings will be retained
Enhanced Clinical Review	\$0.70 per member per month

Fee Guarantee Period

We have provided a fee guarantee for each of the first three periods from January 1, 2019 through December 31, 2021 (each, a “Guarantee Period”). We have also included performance guarantees in this proposal. We are also willing to offer two additional years (January 1, 2022 through December 31, 2022 and January 1, 2023 through December 31, 2022) at 3% increase for each year.

Underwriting Caveats

Your pricing considers all of the multiple products, programs and services you have with us and/or are included in this proposal and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore fees will not be reduced if termination occurs prior to the end of the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you’ll be required to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

1. For any product:
 - a. There is a 15 percent change in enrolled employees by product or jurisdiction. We assumed 403 employees in Aetna Choice POSII and 425 employees in Aetna Open Access Aetna Select.
2. Maximum account structure exceeds 60 units per product. Account structure determines the reporting format. During the installation process, we’ll work with you to finalize the account structure and determine which report formats will be most meaningful. Maximum total account structure includes Experience Rating Groups (ERGs), controls, suffixes, billing and claim accounts.

3. A material change in the plan of benefits is initiated by you or by legislative or regulatory action.
4. A material change in the claim payment requirements or procedures, claim fiduciary option, account structure, or any other change materially affecting the manner or cost of paying benefits is initiated by you or by legislative or regulatory action.
5. You terminate the Agreement and we incur charges for maintaining plan structure to report and/or process runoff claims.
6. You change or terminate the National Advantage™ Program (NAP), Facility Charge Review (FCR) or Itemized Bill Review (IBR) programs.
7. There are any changes to the programs and services we offer you.
8. You terminate any of our other products not addressed within this financial package including, but not limited to, Dental products
9. And/or Pharmacy products.
10. If additional products are not sold, or if additional products terminate during the multi-year guarantee period, any applicable bundled product fee credits will be removed. You place the products, programs and services included in this multi-year fee guarantee out to bid with an effective date prior to January 1, 2022 (end of multi-year Guarantee Period), and then this guarantee is no longer valid.
11. Legislation, regulation or requests of government authorities result in material changes to plan benefits, we reserve the right to collect any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

We're relying on information from you and your representatives in establishing the fees and terms of this proposal. If any of this information is inaccurate and has an impact on the cost of the programs, we reserve the right to adjust our fees and terms upon the receipt of corrected information.

Allowance

- **Wellness Allowance** – We're including a wellness allowance of up to \$10,000. You can use this to pay for reasonable wellness-related programs or activities you received from third-party vendors incurred during the January 1, 2019 through December 31, 2019 plan year. This allowance may be used for programs or activities such as wellness fairs, biometric screenings, onsite flu vaccinations, etc. These funds will be available as of the effective date of the guarantee period. We'll pay wellness-related expenses directly to the vendor only after you send us the proper documentation outlining the expenses you have incurred. Our preferred method of payment is directly to the vendor. Payment will be made once expenses are incurred and invoice(s) provided. On an exception basis, we can reimburse you directly. In the event the exception is granted, we'll require you to submit detailed paid receipts from the vendor. Documentation

must be submitted within 60 days following the close of the plan year, otherwise you forfeit the funds. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of plan participants, or to educate participants about healthy lifestyles and choices. Acceptable documentation includes, but is not limited to:

- Vendor invoice(s) summarizing level of work completed, hourly rate and hours spent; and
- Invoices or other documentation summarizing any other miscellaneous expenses incurred (such as travel and other business expenses related to service rendered)

A wellness allowance of up to \$10,000 is available in the second and third Guarantee Periods, as well as outlying fourth and fifth years. Please note, the allowance of \$10,000 is available for each year and is forfeited at the end of each year if not fully utilized (it does not get rolled over for a cumulative amount).

We assume the funding of any wellness budget is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. Any wellness-related allowance amounts we pay you directly to offset or reimburse you for any expense or costs you reimbursed a vendor for directly, must comply with these conditions. We suggest you seek appropriate accounting and legal counsel for all payments to ensure they comply with applicable accounting principles and law.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this proposal) prior to the end of the Guarantee Period, December 31, 2019 you will be responsible for remitting payment for any allowance amounts used. Payment will be due to us within 31 days of the invoice.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this proposal) prior to the end of the multi-year Guarantee Period, December 31, 2021 you will be responsible for remitting payment for any allowance amounts used. Payment will be due to us within 31 days of the invoice.

- Late Payment

We'll assess a late payment charge if you don't provide funds on a timely basis to cover benefit payments and/or fail to pay service fees on a timely basis as outlined in the Agreement. The current charges are:

- late funds to cover benefit payments (e.g., late wire transfers after 24-hour request): 12 percent annual rate
- late payments of service fees after 31 day grace period: 12 percent annual rate

We reserve the right to collect any incurred late payment charges through a claim wire billing account on a monthly basis provided there are no other special payment arrangements in-force to fund any incurred late payment charges. We'll notify you in writing to obtain approval prior to billing any late payment charges through the claim wire billing account.

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Value-Based Contracting

Introduction to Value-Based Contracting

We have a variety of different value-based contracting (VBC) arrangements with many of our Network Providers. These arrangements compensate providers to improve indicators of value such as, effective population health management, efficiency and quality care.

Value-Based Contracting Models

We have VBC arrangements ranging from bundled payments and pay-for-performance approaches to more advanced forms of collaborative arrangements that include integrated technology and case management, aligned incentives and risk sharing. Our VBC models include:

Pay for Performance (P4P). Under P4P programs, we work together with providers (doctors and hospitals) to develop and agree to a set of quality and efficiency measures and their performance impacts their total compensation.

Bundled Payments. In a Bundled Payment model, a single payment is made to doctors or health care facilities (or jointly to both) for all services associated with an episode-of-care. Bundled payment rates are determined based on the total expected costs for a particular treatment, including pre- and post-treatment services, and are set to incentivize efficient medical treatment.

Patient Centered Medical Home (PCMH). In a PCMH, a primary care doctor leads a clinical team that oversees the care of each patient in a practice. The medical practice receives data about their patients' quality and costs of care in order to improve care delivery. Financial incentives can be earned based upon performance on specific quality and efficiency measures.

Accountable Care Organizations (ACOs). In an ACO, we team up with systems of doctors, hospitals and other health care providers to help these organizations manage risk, improve clinical care management, and implement data and technology to connect providers, health plans and patients. The ACO arrangements include financial incentives for the organization to improve the quality of patient care and health outcomes, while controlling costs.

We will continue to evolve our value-based contracting arrangements over time. We employ a broad spectrum of different reimbursement arrangements with providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs.

Value-Based Contracting Example Calculations

A customers' financial responsibility under many VBC arrangement is determined based on provider performance, using an allocation method appropriate for each particular performance program. These methods include: percentage of allowed claims dollars; number of members; percentage of member months.

Examples

Pay for Performance. Percentage of allowed claims dollars:

Achieving agreed upon clinical and efficiency performance goals by comparing performance year end to performance year baseline or an industry standard.

Provider earns \$100,000 performance-based compensation for the 12-month period January to December;

All plan sponsors, combined incurred \$8,500,000 in claims with the provider for the 12-month period January to December;

Plan sponsor incurred \$150,000 in claims with the provider for the 12-month period January to December;

Plan sponsor's share of claims costs is $(\$150,000/\$8,500,000) = 1.7647\%$. Formula: (Plan sponsor incurred claims/All plan sponsors incurred claims);

Plan sponsor's share of the \$100,000 performance-based compensation is $1.7647\% * \$100,000 = \$1,764.70$, which would be processed as a claim through ordinary self-funded banking channels.

Patient Centered Medical Home and Accountable Care Organization. Percentage of member months:

Achieving agreed upon clinical and efficiency goals as measured by performance year end to performance year baseline or an industry standard.

Provider earns \$100,000 performance-based compensation for the 12-month period January to December;

All plan sponsors, combined had 100,500 member months with the provider for the 12-month period January to December;

Plan sponsor had 9,500 member months(for 850 unique members) attributed to the provider for the 12-month period January to December;

Plan sponsor's share of the member months is $(9,500/100,500) = 9.4527\%$. Formula: (Plan sponsor member months/All plan sponsors months);

Plan sponsor's share of the \$100,000 performance-based compensation is $(9.4527\% * \$100,000) = \$9,452.73$, which would be processed as a claim through ordinary self-funded banking channels.

Patient Centered Medical Home and Accountable Care Organization. Number of Members:

In addition to Example 2 above, a quarterly Accountable Care Payment (ACP) may be made to the provider to fund activities necessary to meet the financial and clinical objectives. These are paid quarterly either during, or after the end of each quarter. The financial impact is considered in the total financial package negotiated with the provider.

We determine the attributed patients for the provider for the quarter April through June;

Plan sponsor had 850 members attributed to the provider for the quarter April through June;

ACP and FFS payments are incorporated into the final analysis of provider performance against the medical claims target;

We apply the agreed upon rate to the attributed patients; i.e. \$2.00 per-member, per-month (PMPM) = \$6.00 per quarter per member, to determine funding to the provider;

Plan sponsor's calculated share is \$5,100 ($\$6.00 * 850$), which would be processed as a claim through ordinary self-funded banking channels.

General

We will process any payments in accordance with the terms of each VBC arrangement. In each of the VBC models, self-funded plan sponsors reimburse us for any payment attributable to their plan when the payments are made. Each customer's results will vary. It is possible that payments paid to a particular provider or health system may be required even if the plan sponsor's own population did not experience the same financial or qualitative improvements. It is also possible that payments will not be paid to a provider even if the customer's own population did experience financial and quality improvements. A report of VBC charges to a plan sponsor will be available on a quarterly basis.

Upon request, we will provide additional information regarding our VBC arrangements.

**DENTAL
SERVICE AND FEE SCHEDULE-
TO THE MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2019**

The Service Fees and Services effective for the period beginning January 1, 2019 and ending December 31, 2019 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Agreement.

City of Round Rock

**Dental Fee Exhibit - DPPO Only
January 1, 2019 through December 31, 2019, Mature**

Administrative Fees Per Employee Per Month	DPPO
Assumed Enrollment	830
Total Per Employee Per Month	\$3.72

* Our fees are based on the total number of employees enrolled in Aetna dental products. Only one product (DPPO) is selected.

Included Services / Programs in Above Administrative Fees	DPPO
Implementation & Communications	
* Designated Implementation Manager	Included
* Open Enrollment Marketing Material (non-customized)	Included
* Onsite Open Enrollment Meeting Preparation	Included
* Designated National Account Service Center	Included
* Voice Response	Included
* Claim Processing and Adjudication	Included
* Special Investigations / Zero Tolerance Fraud Unit	Included
Total Health Management	
* Dental Medical Integration	Included
Plan Sponsor Services	
* Experienced Service Team: Executive Sponsor, Account Executive, Account Manager, Account	Included

Coordinator	
* Plan Sponsor Liaison	Included
* Designated Billing, Eligibility and Plan Set Up	Included
* SPD Review and Drafting	Included
Administrative Services	
* Claim Fiduciary and External Review	Included
Network	
* Network Access / Full National Reciprocity	Included
* iTriage	Included
* DocFind® Online Directory	Included
Web Tools	
* Aetna Navigator® - Member Self Service Web Portal	Included
Reporting	
* Quarterly Utilization Reports - Standard Reports	Included
* Quarterly Utilization Reports - Standard Reports with Additional Parameters	Included
* Monthly Financial Claim Detail Reports	Included
* Monthly Banking Reports	Included
* 5 Hours of Ad Hoc Reports, Annual Restoration	Included

**PRESCRIPTION DRUG
SERVICE AND FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2019**

The Service Fees and Services effective for the period beginning January 1, 2019 and ending December 31, 2021 are specified below. They shall be amended for future periods, in accordance with section 4 of the Agreement. Any reference to "Member" shall mean a Plan Participant as defined in the Agreement.

Pharmacy Discounts & Fees

Pricing Arrangement	Traditional
Network	Aetna National with Extended Day Supply (Retail 90) Network
Employees	827

RETAIL 30			
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 17.00%	AWP - 17.10%	AWP - 17.20%
Generic Discount	AWP - 78.00%	AWP - 78.20%	AWP - 78.40%
Dispensing Fee	\$0.90 per script	\$0.90 per script	\$0.90 per script

RETAIL 90			
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 18.50%	AWP - 18.60%	AWP - 18.70%
Generic Discount	Included in Retail 30 pricing above		
Dispensing Fee	\$0.75 per script	\$0.75 per script	\$0.75 per script

MAIL ORDER PHARMACY			
Mail Benefit Type	Mail Order Pharmacy		
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 24.00%	AWP - 24.10%	AWP - 24.20%
Generic Discount	AWP - 80.00%	AWP - 80.20%	AWP - 80.40%
Dispensing Fee	\$0.00 per script	\$0.00 per script	\$0.00 per script

AETNA SPECIALTY PHARMACY			
Network	Aetna Specialty Network		
Price List	Not Applicable		
	01/01/2019	01/01/2020	01/01/2021
Discount	AWP - 15.00%	AWP - 15.10%	AWP - 15.20%
Dispensing Fee	\$0.00 per script	\$0.00 per script	\$0.00 per script

Rebates

REBATES			
Formulary	Aetna Standard Formulary		
Rebate Terms	Plan sponsor will receive the following guaranteed rebates:		
	01/01/2019	01/01/2020	01/01/2021
Retail 30 and 90	\$54.00 Per Brand Script	\$56.25 Per Brand Script	\$58.50 Per Brand Script
Mail Order	\$173.50 Per Brand Script	\$180.50 Per Brand Script	\$187.75 Per Brand Script
Specialty	\$301.25 Per Brand Script	\$313.25 Per Brand Script	\$325.75 Per Brand Script

Pharmacy Discounts & Fees

Pricing Arrangement	Traditional
Network	Aetna National with Extended Day Supply (Retail 90) Network
Employees	827

RETAIL 30			
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 17.00%	AWP - 17.10%	AWP - 17.20%
Generic Discount	AWP - 78.00%	AWP - 78.20%	AWP - 78.40%
Dispensing Fee	\$0.90 per script	\$0.90 per script	\$0.90 per script

RETAIL 90			
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 18.50%	AWP - 18.60%	AWP - 18.70%
Generic Discount	Included in Retail 30 pricing above		
Dispensing Fee	\$0.75 per script	\$0.75 per script	\$0.75 per script

MAIL ORDER PHARMACY			
Mail Benefit Type	Mail Order Pharmacy		
	01/01/2019	01/01/2020	01/01/2021
Brand Discount	AWP - 24.00%	AWP - 24.10%	AWP - 24.20%
Generic Discount	AWP - 80.00%	AWP - 80.20%	AWP - 80.40%
Dispensing Fee	\$0.00 per script	\$0.00 per script	\$0.00 per script

AETNA SPECIALTY PHARMACY			
Network	Aetna Specialty Network		
Price List	Not Applicable		
	01/01/2019	01/01/2020	01/01/2021
Discount	AWP - 15.00%	AWP - 15.10%	AWP - 15.20%
Dispensing Fee	\$0.00 per script	\$0.00 per script	\$0.00 per script

Rebates

REBATES			
Formulary	Aetna Standard Formulary		
Rebate Terms	Plan sponsor will receive the following guaranteed rebates:		
	01/01/2019	01/01/2020	01/01/2021
Retail 30 and 90	\$54.00 Per Brand Script	\$56.25 Per Brand Script	\$58.50 Per Brand Script
Mail Order	\$173.50 Per Brand Script	\$180.50 Per Brand Script	\$187.75 Per Brand Script
Specialty	\$301.25 Per Brand Script	\$313.25 Per Brand Script	\$325.75 Per Brand Script

Terms & Conditions

The pricing and services set forth herein are subject to the following Terms & Conditions:

- To the extent the pricing and services outlined in this document are part of a proposal to the Customer, the pricing set forth herein is valid for 90 days from the date of such proposal.
- The pricing and services contained herein are limited to prescription drugs dispensed by a Participating Pharmacy to Plan Participants.
- Prescriptions dispensed by a Participating Retail Pharmacy shall be processed at the lower of the pharmacy's submitted Usual & Customary Retail Price, MAC (where applicable) plus a Dispensing Fee, or discounted AWP cost plus a Dispensing Fee.
- Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services, except for fixed copays or where required by law to be otherwise.
- Discounts and Dispensing Fees contained in this Service and Fee Schedule are guaranteed on an annual basis, subject to the following conditions:

- Discount and Dispensing Fee guarantees are measured individually and reconciled in the aggregate; surpluses in one or more component guarantees may be used to offset shortages in other component guarantees.
- Discount and Dispensing Fee guarantees shall be reconciled and reported to Customer within one hundred eighty (180) days following the guarantee period.
- Discount guarantees are calculated on ingredient cost prior to the application of Plan Participant copay and include zero balance due claims.
- The following types of Prescription Drug claims are excluded from the Discount and Dispensing Fee guarantees contained herein: compound drug claims, direct Plan Participant reimbursement / out-of-network claims, over-the-counter products, and vaccines. In addition, we do not identify or administer any claims for 340B.
- Single Source Generics are excluded from the Generic Discounts stated above.
- Brand Drug Discounts stated above include Single Source Generics.
- Retail pricing guarantees include claims that reflect the Usual & Customary Retail Price.
- Prescriptions dispensed by Aetna Specialty Pharmacy are included in the Aetna Specialty Pharmacy Discount guarantee listed above.
- Aetna has assumed 0% in-house pharmacy utilization. Aetna reserves the right to re-evaluate the proposed pricing if the actual in-house pharmacy utilization varies from this assumption.
- Pricing and terms in this proposal assume the Customer has elected the Aetna Standard Formulary.
- Aetna Specialty Network means members obtain all specialty medications through a participating specialty network pharmacy after one (1) fill at a Participating Retail Pharmacy.
- Three-tier qualifying plan design maintains a plan design with the first tier comprised of Generic Drugs, the second tier comprised of preferred Brand Drugs, and the third tier comprised of non-preferred Brand Drugs. The plan design maintains at least a \$15.00 co-payment differential between preferred and non-preferred Brand Drugs, at least a \$15.00 differential in the minimum co-payment for coinsurance, or a differential of coinsurance 1.5 times or 50 percentage points between the preferred and non-preferred Brand Drugs (for example, if preferred brand coinsurance was 20%, non-preferred brand would need to be 30% to qualify).
- Rebate guarantees may be subject to:
 - The adoption of utilization management edits for Specialty Products, including for example, Prior Authorization (PA) and Quantity Limits.
 - The adoption and maintenance of a biosimilar first plan design for Specialty Products.
 - Plan performance that is materially the same as the baseline data provided by Customer and relied upon by Aetna, including information regarding enrollment and utilization of pharmacy services.
 - Rebate guarantees assume that products that are not Specialty Products will not be subject to precertification or step therapy requirements, and that all drug classes included on the Aetna Standard Formulary be covered.
- Specialty rebates will apply to specialty brand claims, regardless of distribution channel. Specialty rebates are based on the assumption that (i) utilization management programs for hepatitis C class, which are aligned with the product label, are implemented and maintained; and (ii) the estimated utilization mix and volume remain consistent through the term of the Agreement.
- Rebate guarantees exclude over-the-counter, 340b products, Lipid Disorders-PCSK9, new to market Biosimilars, and Limited Distribution Specialty Products.

Allowances

Allowances will be available as of the Effective Date of the pharmacy services schedule. Aetna will pay related expenses directly to a third party vendor once the Customer sends the invoice(s) outlining the expenses incurred to Aetna. Invoices must be submitted before the end of each Plan year otherwise the Customer forfeits the funds. Any unused allowance monies at the end of each Plan year will be forfeited.

Audit Allowance

Aetna is including an Audit Allowance up to \$15,000 on an annual basis. The Customer can use this allowance to pay for the costs associated with an audit performed to review claim transactions for the purpose of assessing the accuracy of the benefit determination.

General Allowance

Aetna is including a General Allowance up to \$5,400 on an annual basis. The Customer can use this allowance to pay for reporting expenses along with external data files or feeds.

Consultant Compensation

Pharmacy pricing includes a one-time payment of \$17,500 for the PBM RFP Fee plus \$9.28 PEPM in ongoing consultant compensation. Eligible compensation recipients must have a valid license, if applicable, and a valid broker of record letter presented by the plan sponsor on plan sponsor letterhead with appropriate signature.

Additional Disclosures

The Customer acknowledges that the Retail Discounts and Dispensing Fees contained in this Agreement reflect a Traditional or Lock-In pricing arrangement. Traditional or Lock-In Pricing means that the amount charged to the Customer and Plan Participants for retail network claims may differ from the amount paid to Participating Retail Pharmacy and/or Aetna's PBM subcontractor and Aetna retains the difference, in addition to any other fees or charges agreed upon by Aetna and Customer, as compensation for the pharmacy benefit management services provided to the Customer.

Aetna reserves the right to make appropriate changes to these price points if any event materially impacts Aetna's net income derived under this Agreement. Such events include (i) the termination or material modification of any material manufacturer Rebate contract, (ii) any significant changes in the composition of Aetna's pharmacy network or in Aetna's pharmacy network contract compensation rates with its pharmacy network subcontractor, CVS Health, (iii) a change in government laws or regulations, (iv) a change in the Plan that is initiated by Customer, (v) AWP is discontinued or modified in whole or in part, or (vi) a greater than 15% change in enrollment or a material change, as defined by Aetna, in the drug utilization, plan design, geographic mix or demographic mix of the covered population from what was assumed at the time of underwriting. Aetna shall provide the Customer with at least sixty (60) days written notice of such changes together with a sufficiently detailed explanation supporting these price point changes. If sixty (60) days written notice is not practicable under the circumstances, Aetna shall provide written notice as soon as practicable.

Aetna reserves the right to modify its products, services, and fees, and to recoup any costs, taxes, fees, or assessments, in response to legislation, regulation or requests of government authorities. Any taxes or fees (assessments) applied to

self-funded benefit Plans related to The Patient Protection and Affordable Care Act (PPACA) will be solely the obligation of the Plan sponsor. The pharmacy pricing contained herein does not include any such Plan sponsor liability.

Rebate Payment Terms

Rebates will be distributed on a quarterly basis by claim wire credit. Rebate allocations will be made within 180 days from the end of each calendar quarter, with payments issued to customers in the month following allocation. Rebates are paid on Prescription Drugs dispensed by Participating Pharmacies and covered under Customer's Plan. Rebates are not available for Claims arising from Participating Pharmacies dispensing Prescription Drugs subject to either their (i) own manufacturer Rebate contracts or (ii) participation in the 340B Drug Pricing Program codified as Section 340B of the Public Health Service Act or other Federal government pharmaceutical purchasing program. The Customer shall adopt the formulary indicated in the rebates section of this Service and Fee Schedule in order to be eligible to receive Rebates.

The rebate schedule will be as follows:

- Rebate calculations related to the first quarter will be paid in September of the same year
- Rebate calculations related to the second quarter will be paid in December of the same year
- Rebate calculations related to the third quarter will be paid in March of the following year
- Rebate calculations related to the fourth quarter will be paid in June of the following year

If this Agreement is terminated by Aetna for the Customer's failure to meet its obligations to fund benefits or pay administrative fees (medical or pharmacy) under the Agreement, Aetna shall be entitled to deduct deferred administrative fees or other plan expenses from any future rebate payments due to the Customer following the termination date.

Formulary Management

Aetna offers several versions of formulary options ("Formulary") for Customer to consider and adopt as Customer's Formulary. The formulary options made available to Customer will be determined and communicated by Aetna prior to the implementation date. Customer agrees and acknowledges that it is adopting the Formulary as a matter of its plan design and that Aetna has granted Customer the right to use one of its Formulary options during the term of the Agreement solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. As such, Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary that will be used in connection with the Plan. Customer further understands and agrees that from time to time Aetna may propose modifications to the drugs and supplies included on the Formulary as a result of factors, including but not limited to, market conditions, clinical information, cost, rebates and other factors. Customer also acknowledges and agrees that the Formulary options provided to it by Aetna is the business confidential information of Aetna and is subject to the requirements set forth in the Agreement.

Other Payments

The term "Rebates" as defined in the Prescription Drug Services Schedule does not mean or include any manufacturer administrative fees that may be paid by pharmaceutical manufacturers to cover the costs related to the reporting and administration of the pharmaceutical manufacturer agreements. Such manufacturer administrative fees are not shared with Customer hereunder.

Aetna may also receive other payments from drug manufacturers and other organizations that are not Rebates. These payments are generally for one of two purposes: (i) to compensate Aetna for bona fide services it performs, such as the analysis or provision of aggregated data or (ii) to reimburse Aetna for the cost of various educational and other related programs, such as programs to educate physicians and members about clinical guidelines, disease management and other effective therapies. These payments are not considered Rebates and are not included in Rebate sharing arrangements with plan sponsors, including without limitation, Customer.

Aetna's PBM subcontractor may also receive network transmission fees from its network pharmacies for services it provides for them. These amounts are not considered Rebates and are not shared with plan sponsors. These amounts are also not considered part of the calculation of claims expense for purposes of Discount Guarantees.

Customer agrees that the amounts described above are not compensation for services provided under this Agreement by either Aetna or Aetna's PBM subcontractor, and instead are received by Aetna in connection with network contracting, provider education and other activities Aetna conducts across its book of business. Customer further agrees that the amounts described above belong exclusively to Aetna or Aetna's PBM subcontractor, and Customer has no right to, or legal interest in, any portion of the aforesaid amounts received by Aetna or Aetna's PBM subcontractor.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Payments or rebates from drug manufacturers that compensate Aetna for the cost of developing and administering value-based rebate contracting arrangements when drug therapies underperform thereunder also will be retained by Aetna.

Early Termination

In the event Customer terminates the Agreement prior to December 31, 2021 (an "Early Termination") Aetna shall retain any earned but unpaid rebates as of the Early Termination date subject to any exception thereto provided herein. If there is a loss of enrollment greater than 15% after year 1, Aetna may retain the earned but unpaid rebates on this enrollment loss by taking the total rebates divided by the total number of employees multiplied by the number of employees that have left Aetna. This calculation of Rebate retention is applicable to subsequent losses of enrollment and not subject to a one-time event. Termination for purposes of this condition is defined as 50 percent or greater membership reduction from the membership we assumed in this Service and Fee Schedule.

The pharmacy guarantees agreed to between the Customer and Aetna, if any, shall be considered null and void for the Plan year prior to an early termination subject to any exception thereto provided herein. In addition, there will not be any partial-year reconciliation of guarantees with loss of enrollment as outlined above.

Late Payment Charges

If the Customer fails to provide funds on a timely basis to cover benefit payments and/or fails to pay service fees on a timely basis as required in the Agreement, Aetna will assess a late payment charge. The current charges are outlined below:

- i. Late funds to cover benefit payments (e.g., late wire transfers): 12.0% annual rate
- ii. Late payments of Service Fees: 12.0%, annual rate

In addition, Aetna will make a charge to recover its costs of collection including reasonable attorney's fees. We will notify the Customer of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to Aetna under the Service and Fee Schedule or at law or in equity for failure to pay.

Pharmacy Audit Rights and Limitations

Customer is entitled to an annual electronic claim audit subject to standard pharmacy benefit audit practices and audit terms and conditions outlined in the pharmacy services schedule.

Pharmacy audits shall be conducted at the Customer's own expense unless otherwise agreed to between the Customer and Aetna.

Aetna Specialty Pharmacy

Discounts and Dispensing Fees for Specialty Products that are covered under the pharmacy plan and dispensed to Plan Participants through Aetna Specialty Pharmacy (ASRx) are indicated on the ASRx fee schedule. A copy of the Customer's ASRx fee schedule will be provided at renewal and upon request and may be modified by Aetna from time to time.

Limited Distribution Specialty Products

Certain Specialty Products may not be available at Aetna Specialty Pharmacy (ASRx) due to restricted or limited distribution requirements. These Specialty Products are referred to as Limited Distribution Specialty Products. Aetna has contracted with other network pharmacies to dispense Limited Distribution Specialty Products which are excluded from the pricing and terms contained in this Agreement. A copy of the current list of Limited Distribution Specialty Products may be obtained from Aetna upon request.

**MEDICAL SERVICES SCHEDULE
TO THE
MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2019**

Subject to the terms and conditions of the Agreement, the medical Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4, Service Fees, of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This Schedule shall supersede any previous document(s) describing the Services.

Some programs are available to Plan Participants and other eligible employees as determined by Customer not otherwise covered under products provided under this Agreement ("**Employee**").

I. CLAIM FIDUCIARY

The Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, or applicable state law as appropriate, Aetna will be the "appropriate named fiduciary" of the Plan for the first two levels of appeal for purpose of reviewing denied claims under the Plan. The Customer understands that the performance of such fiduciary duties under ERISA, or applicable state law as appropriate, necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, the Customer hereby delegates to Aetna discretionary authority to determine initial entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. The Customer shall be the "appropriate named fiduciary" of the Plan for the final voluntary level of appeal conducted by the Customer.

II. EXTERNAL REVIEW

The external review process will be conducted by an independent clinical reviewer with appropriate expertise in the area in question. External Review shall be available for certain "Adverse Benefit Determinations" as defined in 29 CFR 2560.503-1 as amended by 26 CFR 54.9815-2719. It shall also be available for eligible "Final Internal Adverse Benefit Determinations", which is an eligible Adverse Determination that has been upheld by the appropriate named fiduciary (Aetna) at the completion of the internal review process or an Adverse Benefit Determination for which the appeal process has been exhausted. The External Review process shall meet the standards of the Federal Affordable Care Act and utilize a minimum of three accredited Independent Review Organizations. Independent reviewers conduct a de novo review of the information provided to them as part of the External Review process. Both Aetna and Customer acknowledge that neither Plan Participants nor providers will be penalized for exercising their right to an External Review.

The Customer delegates the sole discretionary authority to make the determination regarding the eligibility for external review, under the Plan, to Aetna. If an appeal is denied through the final level of internal appeal, Aetna

will determine if it is eligible for ERO. Then Aetna will inform the Plan Participant of the right to appeal through ERO. If the appeal is upheld, Aetna will inform the Plan Participant the reason for the denial. If the appeal is not eligible for ERO, Aetna will inform the Plan Participant of the reasons for the ineligibility.

The Customer acknowledges that the Independent Review Organizations that make the external review decisions are independent contractors and not agents or employees of Aetna, and that Aetna is not responsible for the decision of the Independent Review Organization.

To assist in conducting such external reviews, the Customer agrees to provide Aetna with the current Plan documents, and any revised, amended, or updated versions no later than the date of any revisions, amendments, or updates.

III. ADDITIONAL AUDIT GUIDELINES

Aetna is not responsible for paying Customers' audit fees or the costs associated with an audit. Aetna will bear its own expenses associated with an audit; provided (i) the on-site portion of the audit is completed within five days, and (ii) the sample size is no more than 250 claims. Aetna will notify the Customer prior to the audit, if an audit request would require an additional payment from the Customer for any audits in excess of the aforementioned thresholds.

IV. CARE MANAGEMENT SERVICES

1. Utilization Management

a. Inpatient and Outpatient Precertification:

A process for collecting information prior to an inpatient confinement (Inpatient Precertification) or selected ambulatory procedures, surgeries, diagnostic tests, home health care and durable medical equipment (Outpatient Precertification). The precertification process permits eligibility verification/confirmation, initial determination of coverage, and communication with the physician and/or Plan Participant in advance of the provision of the procedure, service or supply at issue. Outpatient precertification is not applicable to Indemnity or PPO Products.

b. Concurrent Review:

Concurrent review encompasses those aspects of patient management that take place during the provision of services at an inpatient level of care or during an ongoing outpatient course of treatment. The concurrent review process includes obtaining information regarding the care being delivered; assessing the clinical condition, providing benefit determination, identifying continuing care needs to facilitate appropriate discharge plans, and identifying Plan Participants for other specialty programs such as Case Management or Disease Management.

c. Discharge Planning:

This is an interdisciplinary process that assists Plan Participants as their medical condition changes and they transition from the inpatient setting. Discharge planning may be initiated at any stage of the patient management process. Assessment of potential discharge planning needs begins at the time of notification,

and coordination of discharge plans commences upon identification of post discharge needs during precertification or concurrent review. This program may include evaluation of alternate care settings and identification of care needed after discharge. The goal is to provide continuing quality of care and to avoid delay in discharge due to lack of outpatient support.

d. Retrospective Review:

Retrospective review is the process of reviewing coverage requests for initial certification after the service has been provided or when the Plan Participant is no longer in-patient or receiving the service.

Retrospective review includes making coverage determinations for the appropriate level of service consistent with the Plan Participant's needs at the time the service was provided after confirming eligibility and the availability of benefits within the Plan Participant's benefit plan.

Not all services are subject to utilization management. Aetna maintains the discretion as to the particular level and intensity of these utilization management programs. The services subject to utilization review may vary from time to time.

2. Case Management Programs:

The Aetna Case Management program is a collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's health needs in accordance with the Plan through communication and available resources to promote quality, cost-effective outcomes.

Those Plan Participants with diagnoses and clinical situations for which a specialized nurse, working with the Plan Participant and their physician, can make a material impact to the course or outcome of care and/or reduce medical costs will be accepted into the program at Aetna's discretion. Case management staff strives to enhance the Plan Participant's quality of life, support continuity of care, facilitate provision of services in the appropriate setting and manage cost and resource allocation to promote quality, cost-effective outcomes in accordance with the Plan. Case Managers collaborate with the Plan Participant, family, caregiver, physician and healthcare provider community to coordinate care, with a focus on closing gaps in the Plan Participant's care.

Aetna targets two types of case management opportunities:

- Complex Case Management targets Plan Participants who have already experienced a health event and are likely to have care and benefit coordination needs after the event. The objective for Case Managers is to identify care or benefit coordination needs which lead to faster or more favorable clinical outcomes and/or reduced medical costs.
- Proactive Case Management targets Plan Participants, from Aetna's perspective, who are misusing, over-using or under-utilizing the health care system, leading them towards avoidable and costly health events. This program's objective is to confirm gaps in Plan Participants' care leading to their over-use, misuse, or under-use, and to work with the Plan Participant and their physician to close those gaps.

Case management programs can vary based on the level of advocacy and overall intensity of the programs. The variation is determined by the changing the thresholds by which Plan Participants are identified for outreach. The various case management program options include:

- **Aetna Flexible Medical ModelSM** - This program provides the Customer with the option to purchase more clinical resources devoted specifically to their Plan Participants. The Flex Model provides a Single Point of

Contact Nurse (SPOC Nurse) and designated team to handle all case management activities for three levels of Flex Model Options, as elected. This team will engage in outbound Plan Participant outreach calls to provide case management support based on specific criteria. Each Flexible Medical Management option provides an increase in member engagement and outreach.

- **Dedicated Units, Designated Units and Care Advocate Teams** - These services were created to help coordinate care, support and resources for Plan Participants under one Care Unit.
 - Aetna's Dedicated Unit provides centralized care management services for pre-certification, utilization management and Case Management.
 - Aetna's Designated Unit is a unit team that provides centralized care management services for pre-certification, utilization management, and Case Management for a specific set of Customers, and
 - Aetna's Care Advocate Team has customized workflows based on the Customer's needs, vendor integration, specialized outreach, and program integration. The Care Advocate Team will:
 - Help the Plan Participant understand their doctor's diagnosis and treatment plan
 - Coordinate care across all Aetna programs to help the Plan Participant to optimize use of Aetna programs,
 - Help the Plan Participant decide what questions to ask the doctor or health care provider,
 - Introduce the Plan Participant to a disability specialist if they need to file a disability claim
 - Support the Plan Participant throughout their treatment and recovery by making follow-up calls and helping them get the support they need.

These services are the basis for National Accounts Targeted Care Solutions and Custom Case Management Solutions.

3. **Aetna In Touch CareSM Programs:**

Aetna In Touch Care Program addresses chronic and acute conditions holistically, instead of through separate case management and disease management programs. This program supports Plan Participants with an integrated program experience for the Plan Participant. Aetna's In Touch Care is condition agnostic, provides a more holistic approach to care, and a higher level of engagement supporting Plan Participants with the most risk and the greatest opportunity for health impacts.

Aetna In Touch Care identifies Plan Participants based on assessing their clinical urgency, financial impact, and clinical impact. Based on this assessment, Plan Participants are then assigned to one of three program tracks: high, moderate, or low. Plan Participants would then be targeted for either one-on-one nurse support or through virtual support, providing the appropriate level of support when needed. Plan Participants targeted for one-on-one support will be assigned a single nurse point of contact providing a holistic approach to care. This single nurse model also assigns the same nurse to the other family members for support if needed. Management interactions are tailored to match the Plan Participant's engagement preferences, such as online contact.

These services are the basis for National Accounts Aetna In Touch CareSM Solutions and Aetna In Touch CareSM Premier offerings.

4. **Specialty Case Management Programs:**

- **Aetna Compassionate CareSM Program ("ACCP")** - The Aetna Compassionate Care Program provides additional support to terminally ill Plan Participants and their families. It removes barriers to hospice and

provides more choices for end-of-life care so that the Plan Participant is able to spend time with family and friends outside a hospital setting.

ACCP Enhanced Hospice Benefits Package - The enhanced hospice benefits package includes the following:

- The option for a Plan Participant to continue to seek curative care while in hospice
- The ability to enroll in a hospice program with a 12-month terminal prognosis
- The elimination of the current hospice day and dollar maximum plan limits
- Respite and bereavement services are included as part of the enhanced hospice benefits. The hospice services provided through a hospice regularly include these services and are coordinated by the hospice agency providing care and the Aetna nurse case manager who precertifies care for the Plan Participant. In addition, bereavement services are available through the Aetna Employee Assistance Program ("EAP") for Customers without an EAP vendor.

Bereavement counseling shall be available to Plan Participants upon loss of a loved one, and to family and caregivers of a Plan Participant enrolled in ACCP following the death of such Plan Participant.

- **Infertility Case Management:** - Aetna operates two types of infertility programs:
 - Basic Infertility Program coordinates covered diagnostic services and treatment of the underlying medical causes of infertility, helps Plan Participants understand complex infertility treatments and helps control treatment costs through care coordination and patient education.
 - Infertility Case Management Program provides education and information resources for Plan Participants who are experiencing infertility. Depending on the plan selected, the program may guide eligible Plan Participants to a select network of infertility providers for covered or non-covered services. If the services are covered, Aetna's Infertility Case Management Unit issues any appropriate authorizations required under the Plan.

5. National Medical Excellence Program®/Institutes of Excellence™ /Institutes of Quality®:

The National Medical Excellence Program was created to help arrange for access to effective care for Plan Participants with particularly difficult conditions requiring transplants or complex cardiac, neurosurgical or other procedures, when the needed care is not available in a Plan Participant's service area. The program utilizes a national network of experienced providers and facilities selected based on their volume of cases and clinical outcomes. The National Medical Excellence Program Unit provides specialized case management through the use of nurse case managers, each with procedure and/or disease-specific training. There are two networks:

- **The Aetna Institutes of Excellence (IOE)** transplant network was established to enhance quality standards and lower the cost of transplant care for Plan Participants. It is made up of a select group of hospitals and transplant centers that meet quality standards for the number of transplants performed and their outcomes, as well as access criteria for Plan Participants.
- **The Aetna Institutes of Quality (IOQ)** are a national network of health care facilities that are designated based on measures of clinical performance, access and efficiency for orthopedic, cardiac, and bariatric surgery. Bariatric surgery, also known as weight loss surgery, refers to various surgical procedures to treat people living with morbid or extreme obesity.

6. Aetna Health ConnectionsSM Disease Management:

Aetna Health Connections Disease Management is an enhancement to Aetna's medical/disease management spectrum, designed to engage the Plan Participant at the appropriate level of care, and assist the Plan Participant to close gaps in care in order to avoid complications, improve clinical outcomes and demonstrate medical cost savings.

While traditional disease management is focused on delivering education to Plan Participants about a specific chronic condition, Aetna Health Connections focuses on the entire person with specific interventions driven by the CareEngine[®] System, a patented, analytical technology platform that continuously compares individual patient information against widely accepted evidence-based best medical practices in order to identify gaps in care, medical errors and quality issues.

7. MedQuery[®]

The MedQuery program is a data-mining initiative, aimed at turning Aetna's data into information that physicians can use to improve clinical quality and patient safety. Through the program, Aetna's data is analyzed and the resulting information gives physicians access to a broader view of the Plan Participant's clinical profile. The data which fuels this program includes claim history, current medical claims, pharmacy, physician encounter reports, and patient demographics. Data is mined on a weekly basis and compared with evidence-based treatment recommendations to find possible errors, gaps, omissions (meaning, for example, that a certain accepted treatment regimens may be absent) or co-missions in care (meaning, for example, drug-to-drug or drug-to-disease interactions). When MedQuery identifies a Plan Participant whose data indicates that there may be an opportunity to improve care, outreach is made to the treating physician based on the apparent urgency of the situation. For customers who have elected to purchase MedQuery with member messaging feature, in certain situations outreach will be made directly to the Plan Participant by MedQuery, requesting that the Plan Participant discuss with their physician, specific opportunities to improve their care.

When available information reveals lack of compliance with a clinical risk, condition, or demographic-related recommendation for preventive care, a Preventive Care Consideration ("**PCC**") is generated. The PCC is a preventive/wellness alert sent to the Plan Participant electronically via the Plan Participant's Personal Health Record. Paper copies of a PCC, delivered via U.S. Mail, are also available as an additional purchase option.

8. Personal Health Record:

Personal Health Record ("**PHR**") is a collection of personal health information about an individual Plan Participant that is stored electronically. The PHR is designed so that the Plan Participant can maintain his or her own comprehensive health record. In a PHR developed by a health plan, health information is commonly derived from claims data collected during plan administration activities. Health information may be supplemented with information entered by the Plan Participant.

Aetna offers the Aetna CareEngine[®]-Powered PHR (for Customers who have elected this additional purchase option). The CareEngine-Powered PHR combines the basic functions of a PHR with a personalized, proactive, evidence-based messaging platform. The Plan Participant's PHR is pre-populated with health information from Aetna's claims system. Plan Participants can also input personal health information themselves. An online health assessment is available to facilitate the self-reporting process. The Aetna CareEngine-Powered PHR also offers personalized messaging and alerts based on medical claims, pharmacy claims, and demographic information, and lab reports.

Member Health Engagement Plan (“MHEP”) offering aims to help Plan Participants better identify health opportunities and take action to improve their health and wellness. MHEP features include an enhanced Plan Participant specific “to-do” list, which includes personalized tasks unique to each Plan Participant’s health status and needs, and a progress bar added to the “My Health Activities” page, which visually shows the percentage of completed “to-do” list tasks. The progress bar is updated when evidence of action is collected from lab data, pharmacy claim data, medical claims data, or self-reported data.

9. Aetna Maternity Program:

Through an intensive focus on prevention, early treatment and education, the Aetna Maternity Program provides women with the tools to help improve pregnancy outcomes and control maternity-care costs through a variety of services including: risk identification, care coordination by obstetrical nurses and board certified OB/GYNs, and Plan Participant support.

10. Informed Health® Line:

Informed Health Line (“IHL”) provides Employees with toll-free 24-hour/7 day telephonic access to registered nurses experienced in providing information on a variety of health topics. The nurses can contribute to informed health care decision-making and optimal patient/provider relationships through coaching and support. Informed Health Line has added the Healthwise® Video Library to enhance the Employees access to health information. The Employee can be sent links to health education videos from the Healthwise Video Library, via email.

The range of available service components options include:

- **Nurse Information line 1-800# Only.** This includes toll-free telephone access to the Informed Health Line.
- **Service Plus.** (optional additional purchase) Includes toll-free access to the Informed Health Line; introductory program announcement letter, reminder postcards mailed directly to Employee’s homes; and semi-annual activity utilization report.
- **Service Green** (optional additional purchase) IHL Service Green is an environmentally friendly version of the Service Plus option. It provides the same level of service and availability as Service Plus but instead of mailing postcards and reminders, email is used.
- **Optional Service Features.** (optional additional purchase) These features may be purchased in conjunction with the Service Plus or Service Green package and includes an additional introductory kit; and annual Plan Participant or Employee survey and comprehensive results report.

11. Healthy Lifestyle Coaching:

- **Healthy Lifestyle Coaching** – This program provides online educational materials, web-based tools and telephonic coaching interventions with a primary health coach. The program is designed to help Employees quit smoking, manage their weight, deal more effectively with stress and learn about proper nutrition and physical fitness. Support is provided through one-on-one telephonic coaching and group coaching. Additionally, Plan Participants or Employees can receive peer-to-peer support through clinically moderated online communities.
- **Healthy Lifestyle Coaching Lite** – This program provides online educational materials, web-based tools and group coaching interventions designed to help Employees quit smoking, manage their weight, deal more effectively with stress and learn about proper nutrition and physical fitness. Support is provided through group coaching. Additionally, Employees can receive peer-to-peer support through clinically moderated online communities
- **Healthy Lifestyle Coaching Tobacco Free** - This program provides support to Employees and dependents (18 and older) who want to stop using Tobacco. Employees work with a tobacco cessation specialist to examine

the pros and cons of kicking the habit, set a quit date, understand the mental, physical and social aspects of using tobacco, develop strategies to overcome their urges and create a plan for staying tobacco free.

- **Healthy Weight** – This program drives employee engagement, encourages healthier lifestyle choices and helps create lasting behavioral changes. The program targets the risk factors associated with being overweight so Employees and their families can change before disease develops or complications arise.

12. Simple Steps To A Healthier Life®:

Aetna has developed an internet-based comprehensive management information resource, known as “Simple Steps To A Healthier Life” (the “**Simple Steps**”). Employees can access Simple Steps at www.aetna.com, an online support tool which provides advice relating to disease prevention, condition education, behavior modification, and health promotion programs that may contribute to the health and productivity of Employees.

Simple Steps allows users to create a health assessment profile that generates personalized health reports. In addition to generating a health profile/assessment, Employees also have access to an action plan with links to personalized online health programs called Journeys®, offered through a relationship with RedBrick Health®. Through RedBrick Health, there is also an alternative health assessment option called RedBrick Compass™.

13. Aetna Healthy ActionsSM:

Aetna Healthy Actions provides participation tracking for many of Aetna’s wellness and care management programs. The participation reports generated may be used for incentive administration. Customers can use the reports to provide their own incentives, which may be HSA deposits, payroll credits, premium reductions/credits, raffles, etc. Additionally, Aetna can provide incentive administration through gift cards and credits to Employee’s Health Reimbursement Arrangements (HRAs) and Health Incentive Credit (HIC) accounts.

14. Get ActiveSM Program:

Get Active is an evidence-based Employee health and wellness program that focuses on bringing employees together on teams to pursue healthy lifestyles. The program takes the form of a company-wide, multi-week exercise, walking, and weight loss competition that promotes friendly competition, group support, and camaraderie in the workplace. The site also allows for the ability to create personal challenges (exercise, sports, nutrition, smoking cessation, relaxation, etc.), find activity partners, form health-related interest groups (e.g. healthy cooking club, lunch-time walking group), and share fitness plans with colleagues.

15. Enhanced Clinical Review:

This radiology program is designed, through a clinical prior authorization process, to promote appropriate and effective use of outpatient diagnostic imaging services and procedures. Aetna will provide these services nationally and/or regionally, and interact with, free-standing radiology and/or outpatient network facilities that provide the following services: Computed Tomography/Coronary Computed Tomography Angiograph (CT/CTA), Magnetic Resonance Tomography, Magnetic Resonance Angiography (MRIs/MRAs), Nuclear Medicine and Positron Emission Tomography (PET) and/or PET/CT Fusion, Stress Echocardiography (Stress Echo), and Diagnostic Cardiac Catheterization, Sleep Studies and Cardiac Rhythm Implantable procedures (Pacemakers, Implantable Cardioverter-Defibrillators, and Cardiac Resynchronization Therapy). The Enhanced Clinical Review program will typically be administered through relationships with third parties.

16. Newtopia

Aetna has partnered with Newtopia, to provide a high-touch, personalized health program to Employees and eligible dependents, which is focused on obesity and reducing an individual's metabolic syndrome risk factors. The program includes a genetic saliva testing for 3 genes (unless prohibited by state law) related to obesity, appetite and eating behavior. The program is tailored to the individual's genetic profile and health assessment, and is paired with live coaching (either online or via phone) to motivate and engage the individual.

17. Aetna Oncology SolutionsSM

The Aetna Oncology Solutions program works with medical oncologists/hematologists, either directly or through a vendor relationship, to identify factors that can make cancer care more effective, more affordable and safer for the Plan Participant. Plan Participants utilize providers who use tools and technology (data analysis and decision-support tools) to assist them with treatment using the most current medical guidelines and drug therapies considered to be best practices.

18. Lifestyle and Condition Coaching

Lifestyle and Condition Coaching is part of a population health solution for Employees and their dependents which delivers a holistic, person-centric experience designed to promote healthier and more engaged employees, which in turn, drives improved organizational performance and cost savings.

The total health and well-being of each participant is monitored and analyzed using sophisticated and integrated clinical, consumer, behavioral and predictive analytics. A multi-disciplinary care team and digital toolset, helps participants to achieve their health and well-being goals with personalized support, and education.

The standard Lifestyle and Condition Coaching program offering includes lifestyle and condition management coaching. However, customers who choose to focus on lifestyle only or chronic conditions only may purchase standalone options including:

- Lifestyle and Condition Coaching: Lifestyle coaching
- Lifestyle and Condition Coaching: Condition coaching
- Lifestyle and Condition Coaching: Tobacco cessation

Lifestyle and Condition Coaching uses the Aetna Health Index to quantify the difference between the current and optimal health state for an individual or population. The difference between the current to the optimal health state is then scored and used to spot health improvement opportunities across an integrated health profile (e.g. unresolved Care Considerations, nonadherence to chronic medications, uncontrolled diabetes, at-risk for stroke, low-perception of health, etc.). With this approach, Plan Participants achieve a healthier lifestyle and better manage conditions like heart disease, type 2 diabetes, hypertension and obesity.

19. Member Engagement Platform

Aetna's member engagement platform provides well-being related digital tools, programs and resources in a new comprehensive online experience designed to promote participant engagement, and includes visuals and graphics that prompt participants' interest and enthusiasm. The platform includes device integration and an online scheduling tool. Optional tools are also available, including the Rewards Center that coordinates incentive administration, and the ActiveChallenges that promote better nutrition, physical activity and weight management through team challenges.

The member engagement platform combines the following components:

- Comprehensive, proprietary health assessment
- Health Report and Health Actions
- Online digital coaching
- Personal Health Record
- Health Decision Support
- Health Trackers
- Health-related videos and online content
- Engaging tools and resources
- Social Communities
- Rewards Center
- ActiveChallenge program (buy-up option)

20. Aetna One® Advocate

Aetna One® Advocate is a high-touch, high-tech customer service model that combines data driven processes with the expertise of highly-trained advocates. The data that Aetna has about each Plan Participant such as medical claims, lab values, pharmacy data, precertification requests and provider relationships is combined with information from Plan Participants regarding their preferred method of communication (i.e. phone calls, emails, text messages), and the Plan Participant is paired up with an advocate team. Advocate teams may include concierge-level benefits specialists, nurses, wellbeing professionals, and provider network experts, and are all cross-trained to provide support from benefit questions to complex care management. Advocates also work directly with other internal resources or programs, external vendors and network providers to support Plan Participant and their families.

V. BEHAVIORAL HEALTH SERVICES

1. Managed Behavioral Health:

A set of services that includes both inpatient and outpatient care management.

- Inpatient Care Management provides phone-based utilization review of inpatient behavioral health (mental health and chemical dependency) admissions intended to contain confinements to appropriate lengths, assure medical necessity and appropriateness of care, and control costs. Inpatient Care Management provides precertification, concurrent review and discharge planning of inpatient behavioral health admissions. These services also include identification of Plan Participants for referral to a Behavioral Health Condition Management program.
- Outpatient Care Management includes precertification on a limited number of selected services. Where precertification is required, the request for services is reviewed against a set of criteria established by clinical experts and administered by trained staff, in order to determine coverage of the proposed treatment. Where precertification is not required, cases are identified for Outpatient Case Management through the application of clinical algorithms.

2. Behavioral Health Condition Management

The Aetna Behavioral Health Condition Management program identifies and engages Employees diagnosed with high-risk acute and chronic behavioral health conditions. Employees enrolled in the program get support with

behavior change to improve overall functioning and wellness, which keeps them involved in and compliant with their treatment. The program promotes active collaboration and coordination of everyone involved in the Employee's medical and behavioral health care, including providers, family, friends and other Aetna clinical programs.

Base Level Program (Embedded) - Triggers include: high cost claimants, re-admissions, and multiple diagnoses/co-morbidities.

High Level Program (Optional)

This option includes quarterly utilization reports. Triggers include: base embedded triggers plus, medical or behavioral health diagnosed conditions, inpatient admission, emergency room ("ER") visits for behavioral health.

3. AbleTo

AbleTo performs outreach, on behalf of Aetna, to offer Plan Participants with certain medical conditions or those going through certain life changes, an alternative treatment setting. Outreach is made to offer behavioral health support to Plan Participants using web-based videoconferencing, online interface or telephone support, instead of a face-to-face office visit. AbleTo provides condition-specific, structured, fixed duration support. AbleTo is an in-network provider and its clinical team consists of therapists and behavioral health coaches. Each web-based videoconferencing session, online interface or telephone support session, is subject to Plan terms applicable to a behavioral health office visit, including cost share, deductible, etc.

VI. TECHNOLOGY/WEB TOOLS

1. Online Provider Directory

Aetna's online participating provider directory--updated daily -- that anyone can use to locate network physicians and other health care providers such as dentists, optometrists, hospitals and pharmacies.

2. Secure Member Portal

The secure member portal is a Plan Participant website that can be used as an online resource for personalized health and financial information.

3. Health Decision Support:

Health Decision Support provides educational support so Employees can better understand their conditions and treatment options, including tests, procedures and surgery. This helps Employees make more informed decisions for their health care.

Health Decision Support has two options for customers. Both options offer programs for treatment, procedure and surgery decision support.

- **Basic** -- Offers 30 programs. It is available to all secure member portal registered users at no additional cost to customers or employees.

- **Premium** – (optional additional purchase) Offers over 200 programs and plan sponsor-specific engagement reporting. Aetna Healthy ActionsSM incentive tracking is available for program completion in the premium option.

4. **Metabolic Health in Small Bytes (in coordination with eMindful):**

Metabolic Health in Small Bytes is a program promoting metabolic syndrome risk reduction and reversal. This program targets the root cause of obesity by using a holistic approach (mental, emotional, and physiological) to help Employees identify underlying reasons for their weight and what barriers may exist which impede weight loss. Classes are taught live in an online virtual classroom. The program is available in multiple formats for convenience and engagement.

5. **Aetna Second Opinion:**

Aetna Second Opinion, powered by 2nd.MD is a virtual program that provides access to skilled medical specialists who are under contract with our vendor 2nd.MD, to provide advice and second opinions. 2nd.MD has a dedicated 1-800 telephone number, online portal and integrated app. The medical specialists made available through the 2nd.MD program are independent contractors and are neither employees nor agents of 2nd.MD or Aetna. 2nd.MD supports a Plan Participant by onboarding the Plan Participant and assigning them a nurse coordinator, vetting the appropriateness of their second opinion request, connecting the Plan Participant with a 2nd.MD medical specialist based on the Plan Participant's condition, obtaining all relevant medical records and digitizing, and coordinating the consultation and follow-up. On average, 2nd.MD can provide a plan participant with a second opinion within three days.

VII. **OTHER SERVICES**

1. **Teladoc**

Teladoc is a vendor that provides access to physicians who are under contract with Teladoc, to provide consultations for non-urgent care needs by telephone. The physicians made available through the Teladoc program are independent contractors and are neither employees nor agents of Teladoc or Aetna.

2. **ALEX® Benefits Advisor**

ALEX Benefits Advisor ("ABA") is an interactive, online decision support tool designed to assist employees in making their benefits elections during open enrollment. A virtual host ("ALEX") begins the session by learning about the employee so that he can tailor his approach and content to the needs of the individual. ALEX uses plain language to ask questions about topics such as family status, dependents, health care needs, lifestyle, financial status and risk tolerance – all the while avoiding insurance jargon often associated with choosing a benefits plan. The online and mobile-friendly experience includes audio, on-screen text and animations to ensure an engaging, personalized interaction.

3. **Aetna Concierge:**

Aetna Concierge is a level of customer service that provides a dedicated team of Aetna employees to support the delivery of high-touch, tailored service for Customers. The dedicated Aetna Concierges obtain Customer-specific training in order to serve as a single point of contact across the full-spectrum of plan and benefit offerings available to Plan Participants, even if such offerings are external to Aetna. The dedicated team is

staffed with more customer service representatives than Aetna's traditional Customer Service Model, without call handle time guidelines, thereby allowing for longer, more relevant Plan Participant interactions. Aetna Concierges use their skills and training to listen for opportunities to educate and empower Plan Participants by sharing insights, providing useful information, and offering guidance through the use of Aetna tools and resources so that Plan Participants become more informed health care consumers. Aetna Concierge include a dedicated team, individual Aetna Concierges can serve as an extension of the Customer benefits team, and as an available single point of contact for Plan Participants via a dedicated, toll-free 800-number, as well as via live web chat through Aetna's secure member portal.

4. Onsite Health Screening Services:

Aetna's Onsite Health Screening Services help employers engage and educate their Employees about wellness at the workplace. These offerings provide turnkey solutions to support employers' overall wellness strategies, increase consumerism and promote informed-decision making. Offerings include Onsite Health Screenings, Workshops, Special Awareness Campaigns; and Educational Resources. Aetna may contract with nationally recognized vendors to administer Onsite Health Screening Services, and such vendors may be subject to change.

5. Mindfulness at Work (in coordination with eMindful Inc.):

Aetna's Mindfulness at Work program is an evidence-based mind-body solution that targets Employees with stress. The program teaches evidence-based stress management skills, including mindfulness awareness, breathing techniques and emotions management. Classes are taught live in an online virtual classroom. The program is available in multiple formats for convenience and engagement.

6. eM Life™ (in coordination with eMindful):

The eM Life platform offers daily, live short-form classes, an on-demand library of audio and video content, working memory game, well-being articles, meditation timer, and an annual engagement campaign. Available via web browser and mobile devices.

7. Aetna Fitness Reimbursement Program:

The Aetna Fitness Reimbursement Program (the "**Program**"), powered by GlobalFit®, is available to Employees. The Program provides reporting and reimbursement for fitness expenses, including fitness club/gym dues, group exercise class fees for classes led by certified instructor; fitness equipment purchases; personal training; and weight management and nutrition counseling sessions.

8. Peerfit®:

Aetna has contracted with a vendor, Peerfit®, to provide a fitness program. Customers buy access to the platform for their employees by sponsoring the program. The program would give each employee a designated amount of standard fitness classes per month in the form of a credit allowance. These credits would be distributed to Employees via the Peerfit site. These Employees would sign in to the site and look for classes or fitness activities within a network of boutique fitness studios in their area, which would be paid for with the program credit allowance. Employees can try fitness classes without the burden of a long term commitment or contract. Any unused credits are forfeited at the end of the month, but are replenished to the designated number of credits for use in the next month.

7. ID Cards:

Upon the Customer's request, Aetna will include third party vendor information on Plan Participant identification cards. In such event, the Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees from that portion of any actual third party loss (including reasonable attorney's fees) resulting from the inclusion of such third party vendor information on identification cards.

8. Subrogation Services:

Aetna will provide subrogation/reimbursement services when the Customer's summary plan description (SPD) is finalized, available to the Customer's employees, and includes subrogation/reimbursement language.

Aetna does not delay processing or deny claims for subrogation/reimbursement purposes.

Aetna has the exclusive discretion to: (a) decide whether to pursue potential recoveries on subrogation/reimbursement claims; (b) determine the reasonable methods used to pursue recoveries on such claims, except with respect to initiation of formal litigation; and (c) decide whether to accept any settlement offer relating to a subrogation/reimbursement claim. Aetna shall advise the Customer if the pursuit of recovery requires initiation of formal litigation. In such event, the Customer shall have the option to approve or disapprove the initiation of litigation. Subrogation /reimbursement services will be delegated to an organization of Aetna's choosing.

The subrogation/reimbursement fee is outlined in the Service and Fee Schedule and includes reasonable expenses such as (a) collection agency fees, (b) police and fire reports, (c) asset checks, (d) locate reports and (e) attorneys' fees. If no monies are recovered as a result of the subrogation/reimbursement service, no fee will be charged to the Customer.

Subrogation/reimbursement recoveries will be credited to the Customer net of fees charged by Aetna. Aetna does not credit individual Plan Participant claims for subrogation/reimbursement recoveries.

The Customer must notify Aetna should the Customer pursue, recover by settlement or otherwise waive any subrogation/ reimbursement claim, or instruct Aetna to cease pursuit of a potential subrogation claim. Aetna will be entitled to the subrogation/reimbursement fee, which will be calculated based on the full amount of claims paid at the time the Customer settles the file or instructs Aetna to cease pursuit.

The Customer must notify Aetna of its election to terminate the subrogation/reimbursement services provided by Aetna. All claims identified for potential subrogation/reimbursement recovery prior to the date notification of such election is received, including both open subrogation files and matters under investigation, shall be handled to conclusion by Aetna and shall be governed by the terms of this provision. Aetna does not handle new subrogation/reimbursement cases on matters identified after the Customer's termination date.

9. National Advantage Program (NAP):

The National Advantage Program includes three components, Contracted Rates, Facility Charge Review and Itemized Bill Review. Unless otherwise agreed in writing, only the NAP components selected by the Customer in the Service and Fee Schedule will be provided by Aetna. In order to elect the Facility Charge Review or Itemized Bill Review components, the Contracted Rates component must be selected.

A. Contracted Rates Component

Through the Contracted Rates component of NAP, Aetna either contracts with third-party vendors to access their contracted rates with providers, or directly contracts with providers (collectively “**NAP Providers**”) for (i) medical claims paid under non-network indemnity plans, (ii) claims covered under the out-of-network portion of network-based plans (“**Voluntary Out-of-Network Claims**”), and (iii) claims from out-of-network providers covered as in-network benefits under the Plan because the claims are for emergency services, because the services are provided by out-of-network providers at in-network facilities, or because Aetna otherwise determines that the Plan Participant received the services out-of-network because of circumstances outside the Plan Participant’s control (“**Involuntary Out-of-Network Claims**”).

When Aetna accesses rates through direct contracts or third-party vendors, the Provider is contractually bound not to balance bill Plan Participants. To limit balance billing for Plan Participants, contracted rates will apply even if the contracted rate exceeds the amount determined by the benefit level under the Plan.

In the absence of a pre-negotiated contracted rate, Aetna or a third-party vendor will attempt to negotiate a claim specific rate/discount (“**Ad-Hoc Rate**”).

B. Facility Charge Review (“FCR”) Component

FCR applies to inpatient and outpatient facility claims for which a contracted rate is not available and for which the claim amount exceeds a certain threshold as determined by Aetna. Through the FCR component, Aetna establishes a reasonable charge for a Plan benefit in the geographic area where such benefit was provided to the Plan Participant (“**Reasonable Charge Amount**”). The Reasonable Charge Amount is based on the Provider’s estimated cost, including an anticipated profit margin. The claim will be paid based on the Reasonable Charge Amount.

C. Itemized Bill Review (“IBR”) Component

IBR applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b) Aetna’s contracted rate with the provider uses a “percentage of billed charges” methodology. Aetna refers to these as “**IBR Claims**.”

Aetna will forward IBR Claims to a vendor to review and identify any billing inconsistencies and errors. The vendor reports back the amount of eligible charges after adjusting for any identified inconsistencies and errors. Aetna then pays the claim based on the adjusted bill

D. Terms and Conditions

(i) Access Fees

As compensation for the services provided by Aetna under NAP, the Customer shall pay a percentage of the amount of Savings for a claim paid under NAP (“**Access Fee**”) to Aetna as described in the Service and Fee Schedule.

- (a). The Customer shall not owe any Access Fees with respect to any portion of a claim that is the financial responsibility of Aetna, such as when Aetna writes stop loss insurance and the claim exceeds the stop loss individual or aggregate attachment point
- (b). Aetna shall provide a quarterly report of Savings and Access Fees. Access Fees may be included with claims in other reports
- (ii) Plan Participant Information Regarding National Advantage Program

The Customer shall inform Plan Participants of the availability of NAP Providers. Further, the Customer's Summary Plan Description specifying coverage for out-of-network health services must conform to Aetna requirements. Aetna shall provide information regarding NAP Providers on Aetna's online provider listing, on Aetna's website at www.Aetna.com or by other comparable means.

- (iii) Definitions applicable to the National Advantage Program:

"Ad Hoc Rate" means the rate defined in subsection A above.

"Involuntary Out-of Network Claims" means the claims defined in subsection A above.

"Reasonable Charge Amount" means the amount defined in subsection B above.

"Reference Price" means (i) for a facility service the amount billed by the provider (other than where Itemized Bill Review applies); (ii) for in-network facility services where Itemized Bill Review applies, the rate for the facility service prior to removal of any non-payable charges identified as part of the claim review; (iii) for a professional service paid using an Ad Hoc Rate negotiated by Aetna for an Involuntary Out-of-Network Claim, the amount billed by the provider; and (iv) for all other professional services, the lesser of the billed charge or the 80th percentile charge as reported by the applicable FAIR Health database, *provided* that from time to time Aetna may elect to substitute another reference database or methodology reasonably comparable to FAIR Health.

"Savings" means the difference between (i) the Reference Price, and (ii) the amount Aetna allows the provider under NAP, for services or benefits covered under the Plan affected by NAP. If Aetna pays more than the Reference Price, the Savings will be defined as zero.

"Voluntary Out-of Network Claim" means the claims defined in subsection A above.

- (iv) Customer Acknowledgements

Customer acknowledges that:

- (a). Aetna does not credential, monitor or oversee those providers who participate through third party contracts. Providers listed as participating in NAP through the Contracted Rates component may not necessarily be available or convenient.

(b). The following claim situations may not be eligible for NAP:

- Claims involving Medicare when Aetna is the secondary payer
- Claims involving coordination of benefits (COB) when Aetna is the secondary payer
- Claims that have already been paid directly by the Plan Participant.

(v) General Provisions

- (a). Aetna's only liability to the Customer for any loss of access to a discount arising under or related to NAP, regardless of the form of action, shall be limited to the Access Fees actually paid to Aetna by the Customer for services rendered; provided, however, this limitation will not apply to or affect any performance standards set forth in the Agreement.
- (b). The terms and conditions of NAP shall remain in effect for any claims incurred prior to the termination date that are administered by Aetna after the termination date.

**DENTAL SERVICES SCHEDULE
TO THE
MASTER SERVICES AGREEMENT**

EFFECTIVE January 1, 2019

Subject to the terms and conditions of the Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4 of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This Schedule shall supersede any previous documents describing the Services.

I. CLAIM FIDUCIARY

The Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, or applicable state law as appropriate, Aetna will be the "appropriate named fiduciary" of the Plan for the first two levels of appeal for purpose of reviewing denied claims under the Plan. The Customer understands that the performance of such fiduciary duties under ERISA, or applicable state law as appropriate, necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, the Customer hereby delegates to Aetna discretionary authority to determine initial entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. The Customer shall be the "appropriate named fiduciary" of the Plan for the final voluntary level of appeal conducted by the Customer.

II. ADDITIONAL AUDIT GUIDELINES

Aetna is not responsible for paying Customers' audit fees or the costs associated with an audit. Aetna will bear its own expenses associated with an audit; provided (i) the on-site portion of the audit is completed within five days, and (ii) the sample size is no more than 250 claims. Aetna will notify the Customer prior to the audit, if an audit request would require an additional payment from the Customer for any audits in excess of the aforementioned thresholds.

III. DENTAL MANAGEMENT SERVICES

1. Dental Utilization Management:

The Dental utilization management program provides for appropriate review, by licensed dentists and other dental professionals, of certain dental claims, as well as of voluntary predeterminations, in order to assist in making coverage determinations based on the necessity and appropriateness of services rendered to treat Plan Participants' dental conditions.

2. Dental/Medical Integration (DMI) Program:

The DMI program is designed to educate Plan Participants on the impact of good oral health care on the management of certain diseases and conditions. Plan Participants identified with diabetes, coronary artery disease/cerebrovascular disease or who are pregnant, are sent educational materials explaining the correlation between their disease or condition and periodontal disease. The following programs are included:

- Enhanced Benefit Program for Pregnant Women (offers additional benefits, i.e., an additional cleaning).
- Enhanced Benefit Program for Diabetes and Coronary Artery Disease (offers additional benefits, i.e., an additional cleaning).
- Member Outreach Program (educational materials sent to Plan Participants or outreach phone calls made to Plan Participants encouraging the importance of oral care).

IV. TECHNOLOGY/WEB TOOLS

1. Online Provider Directory

Aetna's online participating provider directory--updated daily -- that anyone can use to locate network physicians and other health care providers such as dentists, optometrists, hospitals and pharmacies.

2. Online Secure Member Portal

Aetna's online secure member portal is a Plan Participant website that can be used as an online resource for personalized health and financial information.

V. ID CARDS

Upon the Customer's request, Aetna will include third party vendor information on Plan Participant identification cards. In such event, the Customer shall indemnify Aetna, its affiliates and their respective directors, officers, and employees from that portion of any actual third party loss (including reasonable attorney's fees) resulting from the inclusion of such third party vendor information on identification cards.

VI. DENTAL SAVINGS PROGRAMS

1. Available Programs

A. DENTAL PPO II NETWORK PROGRAM (PPO II).

PPO II dental Providers are considered participating providers in the Customer's Plan, and Covered Services rendered by such Providers will be paid as in-network services in accordance with the terms of the Customer's Plan. When available, the Contracted Rates with PPO II Providers may result in savings for the Customer and Plan Participants. Aetna contracts with one or more third-party network vendors to access their Contracted Rates with Providers. The Providers have agreed to accept the Contracted Rate and not to balance bill Plan Participants.

B. DENTAL OUT OF NETWORK SAVINGS PROGRAM.

The Dental Out of Network Savings Program provides access to reduced rates for many dental claims paid under non-network standalone dental Indemnity plans and the out-of-network portion of standalone dental PPO plans. Aetna contracts with one or more third-party network vendors to access their Contracted Rates

with Providers, and in some cases may contract directly with these Providers. The Providers have agreed to accept the Contracted Rate and not to balance bill Plan Participants for covered services. Dental Out of Network Savings Program dental Providers are *not* considered participating provider's in the Customer's Plan.

2. Terms and Conditions Applicable to Both Programs

A. Customer Charges For Provider Payments

For Plan benefits rendered by a Provider for which Aetna has accessed a Contracted Rate, the Customer shall be charged the amount paid to the Provider, less any applicable coinsurance and/or deductible owed by the Plan Participant under the Plan.

B. Access Fees

- (i) As compensation for the services provided by Aetna under either program for Savings achieved, the Customer shall pay an Access Fee to Aetna as described in the Service and Fee Schedule (excluding Savings with respect to claims for which Aetna is liable for funding, e.g., claims in excess of an individual or aggregate stop loss point).
- (ii) Aetna shall provide a quarterly report of Savings and Access Fees. Access Fees may be included with claims in other reports.

C. Plan Participant Information Regarding the Programs

The Customer is responsible for informing Plan Participants of the availability of the programs. For the Dental Out of Network Savings Program, a Customer's summary plan description must define Recognized Charge in a way that conforms to Aetna's requirements and must clearly indicate that Plan benefits under the program are covered at the benefit level for out-of-network (non-preferred) providers.

D. Definitions

As used in this section VI:

"Access Fee" means the amount to be paid by the Customer to Aetna for access to the Savings provided under the program, as indicated in the Service and Fee Schedule.

"Contracted Rate" means the amount the Provider has agreed to accept as payment under the Provider's contract with a third party network vendor.

"Provider" means those dentists and other dental care providers who have agreed pursuant to a contract with a third-party network vendor to provide Plan benefits at a Contracted Rate under the program.

"Recognized Charge" is defined in the Customer's Plan. Where a similar term (such as "reasonable charge amount") is used in the Customer's Plan instead of "recognized charge", it will have the same meaning as Recognized Charge.

"Savings" means: (i) for the PPOII Program, the difference between the average charges for the area as identified in the FAIR Health claims database and the Contracted Rate; (ii) for the DONS Program, the

difference between the Recognized Charge for each Plan benefit, and the Contracted Rate for the Plan benefit under the program. For any Plan benefit where the Recognized Charge is lower than the Contracted Rate, the Savings will be zero.

The Customer acknowledges that:

- (i) Aetna does not credential, monitor or oversee those Providers who participate through third party contracts, or in the Dental Out of Network Savings Program. Providers in either program may not necessarily be available or convenient.
- (ii) For the Dental PPO II Network Program, information about participating PPO II Providers can be found Aetna's online provider listing, on our website at www.Aetna.com or by other comparable means. PPO II Providers listed on the online provider listing may not necessarily be available or convenient.
- (iii) For the Dental Out of Network Savings Program, Aetna does not publish a directory of Providers that have agreed to provide Plan benefits at Contracted Rates under their contract with a third party network vendor.
- (iv) The following claim situations may not be eligible for either program:
 - Claims involving Medicare when Aetna is the secondary payer
 - Claims involving coordination of benefits (COB) when Aetna is the secondary payer

E. General Provisions

- (i) Aetna's only liability to the Customer for any loss of access to a discount arising under or related to either program, regardless of the form of action, shall be limited to the Access Fees actually paid to Aetna by the Customer for services rendered; provided, however, this limitation will not apply to or affect any performance standards set forth in the Agreement.
- (ii). The terms and conditions of either program shall remain in effect for any claims incurred prior to the termination date that are administered by Aetna after the termination date.

**Rx DRUG SERVICES SCHEDULE
TO THE
MASTER SERVICES AGREEMENT**

EFFECTIVE January 1, 2019

Subject to the terms and conditions of the Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by the Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to section 4, Service Fees, of the Agreement) will be provided by Aetna. Additional Services may be provided at the Customer's written request under the terms of the Agreement. This Schedule shall supersede any previous document(s) describing the Services.

I. SCHEDULE TERM

The initial term of this Schedule shall be three years beginning on the Schedule Effective Date (referred to as an "Agreement Period"). This Schedule will automatically renew for additional Agreement Periods (successive one-year terms) unless otherwise terminated pursuant to the Agreement.

II. CLAIM FIDUCIARY

The Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, or applicable state law as appropriate, Aetna will be the "appropriate named fiduciary" of the Plan for the first two levels of appeal for purpose of reviewing denied claims under the Plan. The Customer understands that the performance of such fiduciary duties under ERISA, or applicable state law as appropriate, necessarily involves the exercise of discretion on Aetna's part in the determination and evaluation of facts and evidence presented in support of any claim or appeal. Therefore, and to the extent not already implied as a matter of law, the Customer hereby delegates to Aetna discretionary authority to determine initial entitlement to benefits under the applicable Plan documents for each claim received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the Plan. The Customer shall be the "appropriate named fiduciary" of the Plan for the final voluntary level of appeal conducted by the Customer.

III. EXTERNAL REVIEW

The external review process will be conducted by an independent clinical reviewer with appropriate expertise in the area in question. External Review shall be available for certain "Adverse Benefit Determinations" as defined in 29 CFR 2560.503-1 as amended by 26 CFR 54.9815-2719. It shall also be available for eligible "Final Internal Adverse Benefit Determinations", which is an eligible Adverse Determination that has been upheld by the appropriate named fiduciary (Aetna) at the completion of the internal review process or an Adverse Benefit Determination for which the appeal process has been exhausted. The External Review process shall meet the standards of the Federal Affordable Care Act and utilize a minimum of three accredited Independent Review Organizations. Independent reviewers conduct a de novo review of the information provided to them as part of the External Review process. Both Aetna and Customer acknowledge that neither Plan Participants nor providers will be penalized for exercising their right to an External Review.

The Customer delegates the sole discretionary authority to make the determination regarding the eligibility for external review, under the Plan, to Aetna. If an appeal is denied through the final level of internal appeal, Aetna

will determine if it is eligible for ERO. Then Aetna will inform the Plan Participant of the right to appeal through ERO. If the appeal is upheld, Aetna will inform the Plan Participant the reason for the denial. If the appeal is not eligible for ERO, Aetna will inform the Plan Participant of the reasons for the ineligibility.

The Customer acknowledges that the Independent Review Organizations that make the external review decisions are independent contractors and not agents or employees of Aetna, and that Aetna is not responsible for the decision of the Independent Review Organization.

To assist in conducting such external reviews, the Customer agrees to provide Aetna with the current Plan documents, and any revised, amended, or updated versions no later than the date of any revisions, amendments, or updates.

IV. DEFINITIONS

When used in this Schedule and/or the Prescription Drug Service and Fee Schedule, all capitalized terms shall have the following meanings if not already defined in the Agreement:

“Aetna Mail Order Pharmacy” or “Aetna Specialty Pharmacy” means a licensed pharmacy designated by Aetna to provide or arrange for Covered Services to Plan Participants and shall include a subcontractor of its choosing for the purposes of services to be performed under this Schedule and/or the Service and Fee Schedule.

“Average Wholesale Price” or “AWP” means the average wholesale price of a Prescription Drug as identified by Medispan (or other drug pricing service determined by Aetna). The applicable AWP for Prescription Drugs filled in any Participating Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit NDC for the package size from which the drug was actually dispensed as reported to Aetna by such Participating Pharmacy

“Benefit Cost(s)” means the cost of providing Covered Services to Plan Participants and includes amounts paid to Participating Pharmacies and other providers. Benefit Costs do not include Cost Share amounts paid by Plan Participants. Benefit Costs do not include Service Fees. The Benefit Cost includes any Dispensing Fee paid to a Participating Pharmacy or other provider for dispensing covered medications to Plan Participants.

“Benefit Plan Design” means the terms, scope and conditions for Prescription Drug or device benefits under a Plan, including Formularies, exclusions, days or supply limitations, prior authorization or similar requirements, applicable Cost Share, benefit maximums and any other features or specifications as may be included in Plan documents, as communicated by the Customer to Aetna in accordance with any implementation procedures described herein. The Customer shall disclose to Plan Participants any and all matters relating to the Benefit Plan Design that are required by law to be disclosed, including information relating to the calculation of Cost Share or any other amounts that are payable by a Plan Participant in connection with the Benefit Plan Design.

“Brand Drug” means a Prescription Drug with a proprietary name assigned to it by the manufacturer and distributor. Brand Drug does not include those drugs classified as a Generic Drug hereunder.

“Calculated Ingredient Cost” means the lesser of:

- a) AWP less the applicable percentage Discount;
- b) MAC; or
- c) U&C Price.

The Calculated Ingredient Cost does not include the Dispensing Fee or sales tax, if any. The amount of the Calculated Ingredient Cost payable by the Customer is net of the applicable Cost Share.

“Claim” or “Claims” means any electronic or paper request for payment or reimbursement arising from a Participating Pharmacy providing Covered Services to a Plan Participant.

“Compound Prescription” means a Prescription Drug which would require the dispensing pharmacist to produce an extemporaneously produced mixture containing at least one Federal Legend drug, the end product of which is not available in an equivalent commercial form. For purposes of this Schedule, a prescription will not be considered a Compound Drug if it is reconstituted or if the only ingredient added to the prescription is water, alcohol, a sodium chloride solution or other common dilutants.

“Concurrent Drug Utilization Review” or “Concurrent DUR” means the review of drug utilization when an On-Line Claim is processed by Aetna at the point of sale.

“Cost Share” means that portion of the charge for a Prescription Drug or device dispensed to a Plan Participant that is the responsibility of the Plan Participant as provided in the applicable Plan, including coinsurance, copayments, deductibles and penalties, and may be a fixed amount or a percentage of an applicable amount. Cost Share will be calculated on the basis of the rates charged to the Customer by Aetna for Covered Services except as required by law to be otherwise.

“Covered Services” means Prescription Drugs, Specialty Products, over-the-counter medications or other services or supplies that are covered under the terms and conditions set forth in the description of the Plan.

“Discount” means the percentage deduction from AWP that is to be taken into account by Aetna in determining the Calculated Ingredient Cost.

“Dispensing Fee” means an amount agreed by the Customer and Aetna in consideration of the costs associated with a Participating Pharmacy dispensing medication to a Plan Participant.

“DMR Claim” means a direct member (Plan Participant) reimbursement claim.

“Formulary” or “Formularies” means the list(s) of Prescription Drugs and supplies approved by the U.S. Food and Drug Administration (“FDA”) developed by Aetna which classifies drugs and supplies for purposes of benefit design and coverage decisions.

“Generic Drug” means a Prescription Drug, whether identified by its chemical, proprietary, or non-proprietary name that (a) is accepted by the U.S. Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient, or (b) is deemed by Aetna to be pharmaceutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient.

“Implementation Credit” if applicable, is a credit provided to the Customer to cover specific costs related to the transition from another vendor to Aetna and further described in the Service and Fee Schedule

“Maximum Allowable Cost” or **“MAC”** means the cost basis for reimbursement established by Aetna, as modified from time to time, for the same dose and form of Generic Drugs which are included on Aetna’s applicable MAC List.

“MAC List(s)” means the lists of MAC payment schedules for Prescription Drugs, devices and supplies identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List) and developed and maintained or selected by Aetna and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of drug manufacturers, utilization and/or pricing volatility.

“Mail Order Exception List” means the list of Prescription Drugs established by Aetna that includes Brand Drugs adjudicating as Generic Drugs, trademark Generic Drugs, any Generic Drug that is manufactured by one (1) manufacturer (or multiple manufacturers, for example, in the case of “authorized” Generic Drugs), and any Generic Drug that has an AWP within twenty-five percent (25%) of the AWP of the equivalent Brand Drug. The Mail Order Exception List is subject to change.

“National Drug Code” or **“NDC”** means a universal product identifier for human drugs. The National Drug Code Query (NDCQ) content is limited to Prescription Drugs and a few selected OTC products. The National Drug Code (NDC) Number is a unique, eleven-digit, three-segment number that identifies the labeler/vendor, product, and trade package size.

“On-Line Claim” means a claim that (i) meets all applicable requirements, is submitted in the proper timeframe and format, and contains all necessary information, and (ii) is submitted electronically for payment to Aetna by a Participating Pharmacy as a result of provision of Covered Services to a Plan Participant.

“Participating Pharmacy” means a Participating Retail Pharmacy, Aetna Mail Order Pharmacy or Aetna Specialty Pharmacy.

“Participating Retail Pharmacy” means any licensed retail pharmacy that has entered into an arrangement with Aetna to provide Covered Services to Plan Participants.

“Precertification” means a process under which certain drugs require prior authorization (prior approval) before Plan Participants can obtain them as a covered benefit. The Aetna Pharmacy Management Precertification Unit

must receive prior notification from physicians or their authorized agents requesting coverage for medications on the Precertification List.

“Prescriber” means an individual who is appropriately licensed and permitted by law to order drugs that legally require a prescription.

“Prescription Drug” means a legend drug that, by law, cannot be sold without a written prescription from an authorized Prescriber. For purposes of this Schedule, insulin, certain supplies, and devices shall be considered a Prescription Drug.

“Prospective Drug Utilization Review” or “Prospective DUR” means a review of drug utilization that is performed before a prescribed medication is covered under a Plan.

“Rebates” shall mean certain monetary distributions made to the Customer by Aetna under the pharmacy benefit and funded from retrospective amounts paid to Aetna (i) pursuant to the terms of an agreement with a pharmaceutical manufacturer, (ii) in consideration for the inclusion of such manufacturer’s drug(s) on Aetna’s Formulary, and (iii) which are directly related and attributable to, and calculated based upon, the specific and identifiable utilization of certain Prescription Drugs by Plan Participants.

“Rebate Guarantee” means the Rebate amount that Aetna guarantees the Customer will receive as set forth in the Service and Fee Schedule.

“Retrospective Drug Utilization Review” or “Retrospective DUR” means a review of drug utilization that is performed after a Claim for Covered Services is processed.

“Service and Fee Schedule” means a document entitled same and incorporated herein by reference setting forth certain guarantees (if applicable), underlying conditions and other financial information relevant to Customer.

“Single Source Generics” means those generics having fewer than two FDA-approved Abbreviated New Drug Application (ANDA) manufacturers (not including any "authorized generics"), or alternatively generic drugs for which there is insufficient inventory and/or competition to supply market demand.

“Specialty Products” means those injectable and non-injectable Prescription Drugs, other medicines, agents, substances and other therapeutic products that are designated in the Service and Fee Schedule and modified by Aetna from time to time in its sole discretion as Specialty Products on account of their having particular characteristics, including one or more of the following: (i) they address complex, chronic diseases with many associated co-morbidities (e.g., cancer, rheumatoid arthritis, hemophilia, multiple sclerosis), (ii) they require a greater amount of pharmaceutical oversight and clinical monitoring for side effect management and to limit waste, (iii) they have limited pharmaceutical supply chain distribution as determined by the drug’s manufacturer and/or (iv) their relative expense.

“Step-Therapy” means a type of Precertification under which certain medications will be excluded from coverage unless the Plan Participant tries one or more “prerequisite” drug(s) first, or unless a medical exception for coverage is obtained.

“Usual and Customary Retail Price” or “U&C Price” means the cash price less all applicable Customer discounts which Participating Pharmacy usually charges customers for providing pharmaceutical services.

“Wholesale Acquisition Cost” or “WAC” means the wholesale acquisition cost of a prescription drug as listed in the Medispan weekly price updates (or any other similar publication designated by Aetna) received by Aetna.

V. ADMINISTRATIVE SERVICES

Subject to the terms and conditions of this Schedule, the Services to be provided by Aetna, as well as certain Customer obligations in connection thereto, are described below.

1. General Responsibilities and Obligations

a. Exclusivity

During the term of this Schedule, the Customer shall use Aetna as the exclusive provider of the Benefit Plan Design for Plan Participants covered thereby, including without limitation, for pharmacy claims processing, pharmacy network management, clinical programs, formulary management and rebate management. All terms under this Schedule and on the attached Service and Fee Schedule are conditioned on Aetna’s status as the exclusive provider of the Benefit Plan Design. Any failure by the Customer to comply with this Section shall constitute a material breach of this Schedule and the Agreement. Without limiting Aetna’s other rights or remedies, in the event the Customer fails to comply with this section, Aetna shall have the right to modify the terms and conditions of this Schedule, including without limitation, the financial terms set forth in the Service and Fee Schedule and any Performance Guarantees attached hereto.

2. Pharmacy Benefit Management Services

a. Pharmacy Claims Processing

- (i) On-Line Claims Processing. Aetna will perform claims processing services for Covered Services that are provided by a Participating Pharmacy after the Effective Date, and submitted electronically to Aetna’s on-line claims processing system. On-Line Claim processing services shall include confirmation of coverage, performance of drug utilization review activities pursuant to this Schedule, determination of Covered Services, and adjudication of the On-Line Claims.
- (ii) DMR Claims Processing. The Plan Participant shall be responsible for the submission of DMR Claims directly to Aetna on such form(s) provided by Aetna within

the timeframe specified on the description of Plan benefits. DMR Claims shall be reimbursed by Aetna based on the lesser of: (i) the amount invoiced and indicated on such DMR Claim; or (ii) the amount the Plan Participant is entitled to be reimbursed for such claim pursuant to the description of Plan benefits.

b. Pharmacy Network Management

- (i) Participating Retail Pharmacies. Any additions or deletions to the network of Participating Retail Pharmacies shall be made in Aetna's sole discretion. Aetna shall provide notice to the Customer of any deletions that have a material adverse impact on Plan Participants' access to Participating Retail Pharmacies. Aetna shall direct each Participating Retail Pharmacy to (a) verify the Plan Participant's eligibility using Aetna's on-line claims system, and (b) charge and collect the applicable Cost Share from Plan Participants for each Covered Service. Aetna will adjudicate On-Line Claims for Covered Services from Participating Retail Pharmacies using the negotiated rates that Aetna has in place with the applicable Participating Retail Pharmacy.
- Aetna shall require each Participating Retail Pharmacy to comply with Aetna's applicable network participation requirements. Aetna does not direct or otherwise exercise any control over the professional judgment exercised by any pharmacist dispensing prescriptions or providing pharmacy services. Participating Retail Pharmacies are independent contractors of Aetna and Aetna shall have no liability to the Customer, any Plan Participant or any other person or entity for any act or omission of a Participating Retail Pharmacy or its agents, employees or representatives.
 - Aetna shall adjudicate each On-Line Claim for services rendered by a Participating Retail Pharmacy at the applicable Discount and Dispensing Fee negotiated between Aetna and the Customer. For the avoidance of doubt, the Benefit Cost paid by the Customer in connection with On-Line Claims for services rendered by Participating Retail Pharmacies may or may not be equal to the Discount and Dispensing Fees negotiated between Aetna and such pharmacies. This is considered "traditional" or "lock in" pricing.
- (ii) Aetna Mail Order Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Aetna Mail Order Pharmacy on its internet website and via its member services call center. The Aetna Mail Order Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system, and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. The Aetna Mail Order Pharmacy generally will require that medications and supplies be dispensed in quantities not to exceed a 90-day supply, unless otherwise specified in the description of Plan benefits. If the prescription and applicable law do not prohibit

substitution of a Generic Drug equivalent, if any, for the prescribed drug, or if the Aetna Mail Order Pharmacy obtains consent of the Prescriber, the Aetna Mail Order Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. Certain Specialty Products, some acute drug products or certain compounds cannot be ordered through the Aetna Mail Order Pharmacy. The Aetna Mail Order Pharmacy shall make refill reminder and on-line ordering services available to Plan Participants. Aetna and/or the Aetna Mail Order Pharmacy may promote the use of the Aetna Mail Order Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Aetna Mail Order Pharmacy's cost, unless otherwise agreed upon by Aetna and the Customer.

- (iii) Aetna Specialty Pharmacy. Aetna shall make available information regarding how Plan Participants may access and use the Aetna Specialty Pharmacy on its internet website and via its member services call center. The Aetna Specialty Pharmacy shall verify the Plan Participant's eligibility using Aetna's on-line claims system, and shall charge and collect the applicable Cost Share from Plan Participants for each Covered Service. The Aetna Specialty Pharmacy generally will require that Specialty Drug medications and supplies be dispensed in quantities not to exceed a 30-day supply, unless otherwise specified in the description of Plan benefits. If the prescription and applicable law do not prohibit substitution of a Generic Drug equivalent, if any, to the prescribed drug, or if the Aetna Specialty Pharmacy obtains consent of the Prescriber, the Aetna Specialty Pharmacy shall require that the Generic Drug equivalent be dispensed to the Plan Participant. The Aetna Specialty Pharmacy shall make refill reminder services available to Plan Participants. Aetna and/or the Aetna Specialty Pharmacy may promote the use of the Aetna Specialty Pharmacy to Plan Participants through informational mailings, coupons or other financial incentives at Aetna's and/or the Aetna Specialty Pharmacy's cost, unless otherwise agreed upon by Aetna and the Customer. Further information regarding Specialty Product pricing and limitations is provided in the Service and Fee Schedule.

c. Clinical Programs

- (i) Formulary Management. Aetna offers several versions of formulary options ("Formulary"). The formulary options implemented will be determined and communicated prior to the implementation date. Aetna grants the Customer the right to use the Formulary during the term of this Schedule solely in connection with the Plan, and to distribute or make the Formulary available to Plan Participants. The Customer acknowledges and agrees that it has sole discretion and authority to accept or reject the Formulary for the Plan. The Customer further acknowledges and agrees that the Formulary is subject to change at Aetna's sole discretion as a result of a variety of factors, including without limitation, market conditions, clinical information, cost, rebates and other factors. The Customer also acknowledges and agrees that the

Formulary is the Business Confidential Information of Aetna and is subject to the requirements set forth in this Schedule and the Agreement.

- (ii) Prospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits the Prospective DUR program, which may include Precertification and Step-Therapy programs and other Aetna standard Prospective DUR programs, with respect to On-Line Claims. Under these programs, Plan Participants must meet standard Aetna clinical criteria before coverage of the Prescription Drugs included in the program will be authorized; provided, however, the Customer authorizes Aetna to approve coverage of drugs for uses that do not meet applicable clinical criteria in the event of complications, co-morbidities and other factors that are not specifically addressed in such criteria. Aetna shall perform exception reviews and authorize coverage overrides when appropriate for such programs, and other benefit exclusions and limitations. In performing such reviews, Aetna may rely solely on diagnosis and other information concerning the Plan Participant deemed credible and supplied to Aetna by the requesting provider, applicable clinical criteria and other information relevant or necessary to perform the review.
- (iii) Concurrent Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits its standard Concurrent DUR programs with respect to On-Line Claims. Aetna's Concurrent DUR programs help Participating Pharmacies to identify potential drug interactions, duplicate drug therapy and other circumstances where prescriptions may be clinically inappropriate for Plan Participants. Aetna's Concurrent DUR programs are educational programs that are based on available clinical literature. Aetna's Concurrent DUR programs are administered using information submitted to and available in Aetna's on-line claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.
- (iv) Retrospective Drug Utilization Review Services. Aetna shall implement and administer as specified in the description of Plan benefits its standard Retrospective DUR programs with respect to On-Line Claims. Aetna's Retrospective DUR programs are designed to help providers and Plan Participants identify circumstances where prescription drug therapy may be clinically inappropriate or other cost-effective drug alternatives may be available. Aetna's Retrospective DUR programs are educational programs and program results may be communicated to Plan Participants, providers and plan sponsors. Aetna's Retrospective DUR programs are administered using information submitted to and available in Aetna's On-Line Claims system, as well as On-Line Claims information submitted by the Participating Pharmacy.
- (v) Aetna Rx Check Program. If purchased by the Customer as indicated on the Service and Fee Schedule, Aetna shall administer the Aetna Rx Check Program. Aetna Rx Check programs use a rapid Retrospective DUR approach. Claims are systematically analyzed,

often within 24 hours of adjudication, for possible physician outreach based on program algorithms. The specific outreach programs are designed to promote quality, cost-effective care in accordance with accepted clinical guidelines through mailings or telephone calls to physicians and Plan Participants.

Aetna Rx Check will analyze Claims on a daily basis, identify potential opportunities for quality and cost improvements, and will notify physicians or Plan Participants of those opportunities. The physician-based Aetna Rx Check programs will identify:

- Certain medications that may duplicate each other's effect;
- Certain drug to drug interactions;
- Multiple prescriptions and/or Prescribers for certain medications with the potential for misuse;
- Prescriptions for a multiple daily dose of a targeted Prescription Drug when symptoms might be controlled with a once-daily dosing; and
- Plan Participants who have filled prescriptions for brand-new medications that have an A-rated generic equivalent available that could save Plan Participants money.

Another Aetna Rx Check program will notify Plan Participants in selected plans with mail-order drug benefits when they can save money by filling maintenance prescriptions at Aetna Rx Home Delivery versus filling prescriptions at a Participating Retail Pharmacy.

- (vi) Disease Management Educational Program. If purchased by the Customer as indicated on the Service and Fee Schedule, Aetna shall administer the Disease Management Educational Program. The Disease Management Educational Program is available to customers who purchase Aetna managed prescription drug benefit management services, but not Aetna medical benefit plan services. The program consists of Plan Participant identification and outreach based on active Claims analysis for targeted risk conditions, such as asthma and diabetes. Upon identification, Plan Participants will receive a welcome kit introducing the program, complete with important information including educational materials and resources. The Customer may choose either the Asthma or Diabetes program or a combination of the two programs.
- (vii) Aetna Rx Step®. If included as indicated on the Service and Fee Schedule, Aetna Rx Step steers Plan Participants to preferred products within 13 key drug classes that have significant savings opportunities. The Customer will have the option to select all of the 13 of these drug classes, or just choose which of the 13 they want. The goal is to help keep members safe and save money, when possible.

- (viii) Aetna Rx Healthy Outcomes. If purchased by the Customer as indicated on the Service and Fee Schedule, Aetna Rx Healthy Outcomes is designed to promote drug adherence and sustained positive health outcomes for Plan Participants who survive an Acute Myocardial Infarction (heart attack), Coronary Artery Stent Placement or Acute coronary syndrome.
- (ix) Aetna Healthy ActionsSM Rx Savings. If purchased by the Customer as indicated on the Service and Fee Schedule, the Aetna Healthy Actions Rx Savings program helps to reduce a Plan Participant's cost share for certain prescription drugs and can include outreach to Plan Participants and prescribing doctor to help promote adherence. It targets drugs for which compliance has been found to be most critical to realize cost savings for Plan Participants and plan sponsors. The targeted drugs treat certain chronic conditions such as diabetes, hypertension, and asthma.

Disclaimer Regarding Clinical Programs. Aetna's clinical programs do not dictate or control providers' decisions regarding the treatment of care of Plan Participants. Aetna assumes no liability from the Customer or any other person in connection with these programs, including the failure of a program to identify or prevent the use of drugs that result in injury to a Plan Participant.

d. Plan Participant Services and Programs

Internet services including the Secure Member Portal and Aetna Pharmacy Website.

Through the Secure Member Portal, Plan Participants have access to the following:

- Estimating the cost of Prescription Drugs (Price a DrugSM).
- Prescription Comparison Tool – Compares the estimated cost of filling prescriptions at a Participating Retail Pharmacy to Aetna's Rx Home Delivery mail-order prescription service.
- Preferred Drug List – Available for Plan Participants who wish to review prescribed medications to verify if any additional coverage requirements apply.
- View drug alternatives for medications not on the Preferred Drug List.
- Claim information and EOBs.

Through the Aetna Pharmacy website, Plan Participants have access to the following:

- Find-A-Pharmacy – This service helps locate an Aetna participating chain or independent pharmacy on hundreds of medications and herbal remedies.
- Tips on drug safety and prevention of drug interactions.

- Answers to commonly asked questions about prescription drug benefits and access to educational videos.
- Preferred Drug List and Generic Substitution List.
- Step Therapy List.

e. Rebate Administration

- (i) The Customer acknowledges that Aetna contracts for its own account with pharmaceutical manufacturers to obtain Rebates attributable to the utilization of certain prescription products by Plan Participants who receive benefits from customers for whom Aetna provides pharmacy benefit management services. Subject to the terms and conditions set forth in this Schedule, including without limitation, Aetna may pay to the Customer, Rebates based on the utilization by Plan Participants of rebateable Prescription Drugs administered and paid through the Plan Participant's pharmacy benefits.
- (ii) If the Customer is eligible to receive Rebates under this Schedule, the Customer acknowledges and agrees that Aetna shall retain the interest (if any) on, or the time value of, any Rebates received by Aetna prior to Aetna's payment of such Rebates to the Customer in accordance with this Schedule. Aetna may delay payment of Rebates to the Customer to allow for final adjustments or reconciliation of Service Fees or other amounts owed by the Customer upon termination of this Schedule.
- (iii) If the Customer is eligible to receive a portion of Rebates under this Schedule, the Customer acknowledges and agrees that such eligibility under paragraphs a. and b. above shall be subject to the Customer's and its affiliates', representatives' and agents' compliance with the terms of this Schedule, including without limitation, the following requirements:
 - Election of, and compliance with, Aetna's Formulary;
 - Adoption of and conformance to certain benefit plan design requirements related to the Formulary as described in Service and Fee Schedule; and
 - Compliance with other generally applicable requirements for participation in Aetna's rebate program, as communicated by Aetna to the Customer from time to time.

The Customer further acknowledges and agrees that if it is eligible to receive a portion of Rebates under this Schedule, such eligibility shall be subject to the condition that the Customer, its affiliates, representatives and agents do not contract directly or indirectly with any other person or entity for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Claims

processed by Aetna pursuant to this Agreement, without the prior written consent of Aetna. Without limiting Aetna's right to other remedies, failure by the Customer to obtain Aetna's prior written consent in accordance with the immediately preceding sentence shall constitute a material breach of the Agreement, entitling Aetna to (a) suspend payment of Rebates hereunder and to renegotiate the terms and conditions of this Agreement, and/or (b) immediately withhold any Rebates earned by, but not yet paid to, the Customer as necessary to prevent duplicative Rebates on such drugs.

VI. IMPORTANT INFORMATION ABOUT THE PHARMACY BENEFIT MANAGEMENT SERVICES

1. The Customer acknowledges that Aetna contracts for its own account with pharmaceutical manufacturers to obtain Prescription Drug Formulary Rebates directly attributable to the utilization of certain Prescription Drugs by Plan Participants who receive Covered Services. The Rebate amounts negotiated by Aetna with pharmaceutical manufacturers vary based on several factors, including the volume of utilization, benefit plan design, and Formulary or preferred coverage terms. Aetna may offer the Customer an amount of Rebates on Prescription Drugs that are administered and paid through the Plan Participant's pharmacy benefit. These Rebates are earned when members use drugs listed on Aetna's Formulary and preferred Specialty Products. Aetna determines each customer's Rebates based on actual Plan Participant utilization of those Formulary and preferred Specialty Products for which Aetna also has manufacturer Rebate contracts. The amount of Rebates will be determined in accordance with the terms set forth in the Customer's Pharmacy Service and Fee Schedule.

Rebates for Specialty Products that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred Specialty Products program. Pharmaceutical rebates earned on Prescription Drugs and Specialty Products administered and paid through the Plan Participant's pharmacy benefits represent the great majority of Rebates.

A report indicating the Plan's Rebate payments, broken down by calendar quarter, is included with each remittance received under the program, and is also available upon request. Remittances are distributed as outlined in the Pharmacy Service and Fee Schedule. Interest (if any) received by Aetna prior to allocation to eligible self-funded customers is retained by Aetna.

Any material plan changes impacting administration, utilization or demographics may impact Rebate projections and actual Rebates received. Aetna reserves the right to terminate or change this program prior to the end of any Agreement Period for which it is offered if: (a) there is any legal, legislative or regulatory action that materially affects or could affect the manner in which Aetna conducts its Rebate program; (b) any material manufacturer Rebate contracts with Aetna are terminated or modified in whole or in part; or (c) the Rebates actually received under any material manufacturer Rebate contract are less than the level of Rebates assumed by Aetna for the applicable Agreement Period. If there is any legal action, law or regulation that prohibits, or could prohibit, the continuance of the Rebate program, or an existing law is interpreted to prohibit the program, the program shall terminate automatically as to

the state or jurisdiction of such law or regulation on the effective date of such law, regulation or interpretation.

2. The Customer acknowledges that from time to time, Aetna receives other payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates and which are paid separately to Aetna or designated third parties (e.g., mailing vendors, printers). These payments are to reimburse Aetna for the cost of various educational programs. These programs are designed to reinforce Aetna's goals of maintaining access to quality, affordable health care for Plan Participants and the Customer. These goals are typically accomplished by educating physicians and Plan Participants about established clinical guidelines, disease management, appropriate and cost-effective therapies, and other information. Aetna may also receive payments from Prescription Drug manufacturers and other organizations that are not Prescription Drug Formulary Rebates as compensation for bona fide services it performs, such as the analysis or provision of aggregated information regarding utilization of health care services and the administration of therapy or disease management programs.

These other payments are unrelated to the Prescription Drug Formulary Rebate arrangements, and serve educational as well as other functions. Consequently, these payments are not considered Rebates, and are not included in the Rebates provided to the Customer, if any.

3. The Customer acknowledges that in evaluating clinically and therapeutically similar Prescription Drugs for selection for the Formulary, Aetna reviews the costs of Prescription Drugs and takes into account Rebates negotiated between Aetna and Prescription Drug manufacturers. Consequently, a Prescription Drug may be included on the Formulary that is more expensive than a non-Formulary alternative before any Rebates Aetna may receive from a Prescription Drug manufacturer are taken into account. In addition, certain Prescription Drugs may be chosen for Formulary status because of their clinical or therapeutic advantages or level of acceptance among physicians even though they cost more than non-Formulary alternatives. The net cost to the Customer for Covered Services will vary based on: (i) the terms of Aetna's arrangements with Participating Pharmacies; (ii) the amount of the Cost Share obligation under the terms of the Plan; and (iii) the amount, if any, of Rebates to which the Customer is entitled under this Schedule and Service and Fee Schedule. As a result, the Customer's actual claim expense per prescription for a particular Formulary Prescription Drug may in some circumstances be higher than for a non-Formulary alternative.

In Plans with Cost Share tiers, use of Formulary Prescription Drugs generally will result in lower costs to Plan Participants. However, where the Plan utilizes a Cost Share calculated on a percentage basis, there could be some circumstances in which a Formulary Prescription Drug would cost the Plan Participant more than a non-Formulary Prescription Drug because: (i) the negotiated Participating Pharmacy payment rate for the Formulary Prescription Drug may be more than the negotiated Participating Pharmacy payment rate for the non-Formulary Prescription Drug; and (ii) Rebates received by Aetna from Prescription Drug manufacturers are not reflected in the cost of a Prescription Drug obtained by a Plan Participant.

4. The Customer acknowledges that Aetna contracts with Participating Retail Pharmacies directly or through a pharmacy benefit management (“PBM”) subcontract to provide the Customer and Plan Participants with access to Covered Services. The prices negotiated and paid by Aetna or PBM to Participating Retail Pharmacies vary among Participating Retail Pharmacies in Aetna’s network, and can vary from one pharmacy product, plan or network to another.

Under this Schedule and Service and Fee Schedule, the Customer and Aetna have negotiated and agreed upon a uniform or “lock-in” price to be paid by the Customer for all claims for Covered Services dispensed by Participating Retail Pharmacies. This uniform price may exceed or be less than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services. Where the uniform price exceeds the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a positive margin. In cases where the uniform price is lower than the actual price negotiated and paid by Aetna to the Participating Retail Pharmacy or PBM for dispensing Covered Services, Aetna realizes a negative margin. Overall, lock-in pricing arrangements result in a positive margin for Aetna. Such margin is retained by Aetna in addition to any other fees, charges or other amounts agreed upon by Aetna and the Customer, as compensation for the pharmacy benefit management services Aetna provides to the Customer. Also, when Aetna receives payment from the Customer before payment to a Participating Pharmacy or the PBM, Aetna retains the benefit of the use of the funds between these payments.

5. The Customer acknowledges that Covered Services under a Plan may be provided by Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy. In such circumstances, Aetna Mail Order Pharmacy refers to Aetna Rx Home Delivery, LLC, and Aetna Specialty Pharmacy refers to Aetna Specialty Pharmacy, LLC, both of which are subsidiaries of Aetna that are licensed Participating Pharmacies. Aetna's negotiated reimbursement rates with Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy, which are the rates made available to the Customer, generally are higher than the pharmacies’ cost of fulfilling orders of Prescription Drugs and Specialty Products and providing Covered Services and therefore these pharmacies realize an overall positive margin for the Covered Services they provide. To the extent Aetna Mail Order Pharmacy and Aetna Specialty Pharmacy purchase Prescription Drugs and Specialty Products for their own account, the cost therefor takes into account both up-front and retrospective purchase discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors. Such purchase discounts, credits and other amounts are negotiated by Aetna Mail Order Pharmacy, Aetna Specialty Pharmacy or their affiliates for their own account and are not considered Rebates paid to Aetna by manufacturers in connection with Aetna’s Rebate program.
6. The Customer acknowledges that Aetna generally pays Participating Pharmacies (either directly or through PBM) for Brand Drugs whose patents have expired and their Generic Drug equivalents at a single, fixed price established by Aetna (Maximum Allowable Cost or MAC). MAC pricing is designed to help promote appropriate, cost-effective dispensing by encouraging Participating Pharmacies to dispense equivalent Generic Drugs where clinically appropriate. When a Brand Drug patent expires and one or more generic alternatives first become available, the price for the Generic Drug(s) may not be

significantly less than the price for the Brand Drug. Aetna reviews the drugs to determine whether to pay Participating Pharmacies (or PBM) based on MAC or continue to pay Participating Pharmacies (or PBM) on a discounted fee-for-service basis, typically a percentage discount off of the listed Average Wholesale Price of the drug (AWP Discount). This determination is based in part on a comparison under both the MAC and AWP Discount methodologies of the relative pricing of the Brand and Generic Drugs, taking into account any Rebates Aetna may receive from Prescription Drug manufacturers in connection with the Brand Drug. If Aetna determines that under AWP Discount pricing the Brand Drug is less expensive (after taking into account manufacturer Rebates Aetna receives) than the generic alternative(s), Aetna may elect not to establish a MAC price for such Prescription Drugs and continue to pay Participating Pharmacies (or PBM) according to an AWP Discount.

In some circumstances, a decision not to establish a MAC price for a Brand Drug and its generic equivalents dispensed by Participating Pharmacies could mean that the cost of such Prescription Drugs for the Customer is not reduced. In addition, there may be some circumstances where the Customer could incur higher costs for a specific Generic Drug ordered through Aetna Mail Order Pharmacy than if such Generic Drug were dispensed by a Participating Retail Pharmacy. These situations may result from: (i) the terms of Aetna's arrangements with Participating Pharmacies (or PBM); (ii) the amount of the Cost Share; (iii) reduced retail prices and/or discounts offered by Participating Pharmacies to patients; and (iv) the amount, if any, of Rebates to which the Customer is entitled under the Schedule and the Service and Fee Schedule.

Prescription Drugs falling within the definition of the Mail Order Exceptions List may be excluded from the reconciliation of its standard pharmacy Discount and Dispensing Fee financial guarantees.

VII. AUDIT RIGHTS

1. General Pharmacy Audit Terms and Conditions

- a. Subject to the terms and conditions set forth in the Agreement and disclosures made in the Service and Fee Schedule, the Customer shall be entitled to have audits performed on its behalf (hereinafter "**Pharmacy Audits**") to verify that Aetna has (a) processed Claims submitted by participating pharmacies or a pharmacy benefits manager under contract with Aetna, (b) paid Rebates in accordance with this Schedule and the Service and Fee Schedule. Pharmacy Audits may be performed at Aetna's Minnetonka, MN or Hartford, CT location.
- b. Additional Terms and Conditions
 - (i) Auditor Qualifications and Requirements specific to Pharmacy Audits

All Pharmacy Audits shall be performed solely by third party auditors meeting the qualifications and requirements of the Agreement, this Schedule and the Service and Fee Schedule. In addition the requirements set forth in section 11, Audit Rights of the

Agreement, the auditor chosen by the Customer must be mutually agreeable to both the Customer and Aetna. Auditors may not be compensated on the basis of a contingency fee or a percentage of overpayments identified, in accordance with the provisions of Section 8.207 through 8.209 of the International Federation of Accountant's (IFAC) Code of Ethics For Professional Accountants (Revised 2004).

(ii) Auditor Qualifications and Requirements specific to Rebate Audits

Any audit of Aetna's agreements with pharmaceutical manufacturers will be conducted by (a) one of the major public accounting firms (currently the "Big 4") approved by Aetna whose audit department is a separate stand alone function of its business, or (b) a national CPA firm approved by Aetna whose audit department is a separate stand alone function of its business.

(iii) Closing Meeting

In the event that Aetna and the Customer's auditors are unable to resolve any such disagreement regarding draft Pharmacy Audit findings, either Aetna or the Customer shall have the right to refer such dispute to an independent third-party auditor meeting the requirements of the Agreement, this section VII and the Service and Fee Schedule and selected by mutual agreement of Aetna and the Customer. The parties shall bear equally the fees and charges of any such independent third-party auditor, provided however that if such auditor determines that Aetna or the Customer's auditor is correct, the non-prevailing party shall bear all fees and charges of such auditor. The determination by any such independent third-party auditor shall be final and binding upon the parties, absent manifest error, and shall be reflected in the final Pharmacy Audit report.

2. Additional Claim and Rebate Audit Terms and Conditions

a. Rebate Audits

Subject to the terms and limitations of this Schedule, the Agreement, and the Service and Fee Schedule including without limitation the general Pharmacy Audit terms and conditions set forth in this section VII, the Customer shall be entitled to audit Aetna's calculation of Rebates received by the Customer as set forth below. Aetna will share the relevant portions of the applicable formulary rebate contracts, including the manufacturer names, drug names and rebate percentages for the drugs being audited. The drugs to be audited will be selected by mutual agreement of the parties. The parties will reasonably cooperate to select drugs for each audit that (a) represent the fewest unique manufacturer rebate contracts required for audit so that the selected drugs represent a maximum of 15% of the Customer's Rebates; which are attributable to the drugs most highly utilized by Plan Participants (b) shall be limited to (two) 2 consecutive quarters and (c) are subject to manufacturer rebate agreements that do not contain

restrictions prohibiting Aetna from disclosing to the Customer portions of such contracts concerning the rebates, payments or fees payable there under. Aetna will also provide access to all documents reasonably necessary to verify that Rebates have been invoiced, calculated, and paid by Aetna in accordance with this Schedule. The Customer is entitled to only one annual Rebate audit. Prior to the commencement of such audit, the Customer and auditor shall enter into a rebate audit confidentiality agreement acceptable to Aetna.

- b. Pharmacy Claim Audits. Claim audits are subject to the above referenced audit standards for Rebates in the case of a physical, on-site, Claim-based audit. In the case of electronic Claim audits that follow standard pharmacy benefit audit practices where electronic re-adjudication of Claims is requested and processed off-site, the Customer may elect to audit 100% of claims. The Customer is entitled to only one annual Claim audit.

**TEMPORARY EXHIBIT 1 – HEALTH COVERAGE
PLAN OF BENEFITS
TO THE
MASTER SERVICES AGREEMENT
EFFECTIVE January 1, 2019**

The Plan(s) described in this Temporary Exhibit are benefit plans of the Customer. These benefits are not insured with Aetna but will be paid from the Customer's funds. Until this Temporary Exhibit is otherwise modified or replaced in its entirety by agreement between Aetna and the Customer:

1. Aetna will provide certain administrative services to the Plan as outlined in the Letter of Understanding signed by Aetna.
2. Aetna will use the description of covered benefits, services and programs outlined in the Plan Design(s), including any subsequent changes agreed to by Aetna and the Customer, in the administration of the Plan(s).
3. Further, in the administration of the Plan(s), Aetna will use Aetna's standard plan General Exclusions and standard Glossary definitions of terms.

The terms of this Temporary Exhibit control until superseded by a subsequent Plan document or Summary Plan Description, for any specific benefits applicable to any class(es) of employees, as indicated therein.



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an End User License Agreement and a Network Infrastructure Maintenance Agreement with Master Meter for the City's automatic meter reading system.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$285,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Exhibit B, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0197

Several years ago at the beginning discussions about the City's water metering program, the City made the decision to select Master Meter as the vendor for our transition into a fully Automated Metering Infrastructure (AMI) system. This includes all of the water meters, the infrastructure necessary for transferring the meter data from the meter to a server, and then ultimately transferring the data to a software program where the data can be retrieved and analyzed. Following installation of the infrastructure, Master Meter honored the one-year warranty for all of their infrastructure equipment (base stations and repeaters).

The warranty period has ended and now the City would like to enter into a Maintenance Program Agreement with Master Meter. This agreement will guarantee the integrity of the City's investment in exchange for an annual fee that covers both parts and labor over the full life-cycle of the Allegro Fixed Network system. This program reduces the total cost of ownership of fixed network AMI by guaranteeing that the Allegro Fixed Network infrastructure will remain in optimal operating condition for the entire span of time the system is in place. All parts, labor, and shipping cost will be covered by Master Meter so that the City will not have to budget for the purchase of the brand-new equipment to replace those that fail. In addition, this agreement commits Master Meter to:

- Scheduled preventive maintenance services conducted every two years by trained Master Meter network technicians.
- Refurbished replacement equipment provided and installed by Master Meter preemptively,

or in response to equipment failure, at no additional cost to the utility.

Annual fees are calculated on a per-equipment basis. The City has four base stations and the annual maintenance cost is \$5,000 per base station. The City also has five Standard/Solar Repeaters in the system and the annual maintenance cost is \$350 per repeater site. Master Meter will hold this annual cost for term of this agreement which is five years.

In addition to the Maintenance Agreement, Master Meter also provides software support to the City. The Harmony Fixed Base Annual Hosting/Support services allows the City to utilize Master Meter's server to store the meter data, which is then accessible through their software program called Harmony. Harmony allows the City to view the water usage data of our customers, but is not available to the customers to view. The City chose Smart Energy Water (SEW) as the customer portal platform in which customers can view their water usage, as well as pay their utility bill.

The first-year cost for these software services is based on 34,659 endpoints (meters) at 96 cents per endpoint per year. The annual fee charged based on the number of endpoints being read by the Fixed Network System will be determined on October 1st of each year. The annual cost of 96 cents per endpoint will remain the same for the term of this agreement.

The first-year total cost will be \$55,022.64 for these maintenance and software services. Each year thereafter will increase only due to the number of additional endpoints (meters) added to the system. The additional endpoints times 96 cents per endpoint will be the added annual cost for years two thru five.

Cost: \$285,000

Source of Funds: Utility Fund

RESOLUTION NO. R-2019-0197

WHEREAS, the City of Round Rock (“City”) desires to purchase software, maintenance, and support services for the automated metering infrastructure system; and

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

WHEREAS, Master Meter is the sole source provider of the automated metering infrastructure system; and

WHEREAS, the City Council desires to purchase software, maintenance, and support services for the automated metering infrastructure system from Master Meter, 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 End User License Agreement and a Network Infrastructure Maintenance Agreement with Master Meter, a copy of said Agreements being attached hereto as Exhibits “A” and “B” and incorporated herein.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



harmonyTM

End User License Agreement (EULA)

101 Regency Parkway • Mansfield, Texas 76063
800-765-6518 – Toll Free
817-842-8000 – Local Number
817-842-8100 – FAX

IN WITNESS WHEREOF, the parties have reviewed this End User License Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Execution Date."

This Agreement shall commence on the Execution Date with extended warranty coverage becoming effective upon the expiration of the one-year standard warranty ("Effective Date").

Master Meter, Inc.

("Master Meter")

By: _____

Name: _____

Title: _____

Date: _____

City of Round Rock, Texas

("Customer")

By: _____

Name: Craig Morgan

Title: Mayor

Date: _____

SOFTWARE LICENSE

License

Subject to all the terms and conditions of this Agreement that are applicable to Harmony Software and otherwise, and subject to the terms and conditions in Exhibit A, so long as Customer pays for use of certain Harmony Software, Master Meter hereby grants to Customer for the Ongoing Fees, a nonexclusive, non-transferable license under Master Meter's intellectual property rights (the "Harmony Software License") to use the Harmony Software solely for the Permitted Use. This Harmony Software License is personal to Customer and is non-sub-licensable to Affiliates or other third parties. Customer shall have no rights to the Harmony Software other than those expressly granted herein. This Harmony Software License contains no implied licenses. Customer expressly agrees to the terms and conditions set forth in Exhibit A – Tech Support. For clarity, this subsection shall only apply so long as both pricing for that specific item of Harmony Software has been provided to the Customer and the Customer is current in its payments for that specific item of Harmony Software.

Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (1) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (2) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Master Meter's suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License. All software licenses provided hereunder shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the software provided hereunder other than for the Permitted Use.

Access to Software

Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

Support and Maintenance

For so long as the Customer pays the Ongoing Fees (which shall be adjusted annually on the anniversary of the Effective Date of the Agreement in accordance with "Exhibit B" attached hereto), Master Meter shall provide Customer with ongoing software Patches, Updates, ongoing software



maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A.

Effect of Termination

Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Master Meter all copies of the Software documentation and shall instruct all its employees that further use of the Software is prohibited.

UCITA

To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

Customer Data

In performing the Services, Master Meter will comply with its Online Services Privacy Policy which is incorporated herein by reference. The Master Meter Online Services Privacy Policy is subject to change at Master Meter's discretion; however, Master Meter policy changes will not result in a material reduction in the level of protection provided for your data during the term of this Agreement. Master Meter reserves the right to provide the Services from locations, and/or through the use of authorized sub-contractors, worldwide. Customer agrees to and acknowledges that Master Meter and its Affiliates may access and use Customer Data for the purposes of providing software support, customer support, and technical support as contemplated by this agreement.

Neither Master Meter nor its Affiliates will disclose personal data or identification data of Customer or Customer's End-Users to any third parties unless specifically authorized by Customer. Customer acknowledges, accepts, and agrees that Services are provided and supplied in the form of a so-called "Cloud Service" provided by Master Meter's technology partners and, as a consequence, End-User data may be stored outside of the United States or the EU/EEA. Customer consents to the transfer and/or storage of End-User personal data outside the United States or the EU/EEA. Customer agrees to provide any notices, and obtain any End-User consents required by law, statute, or ordinance, related to Customer's use of the Services, including those related to the collection, storage, use, processing, transfer, destruction, and disclosure of End-User personal information.

Master Meter Data

Master Meter Data includes any resultant data and any information, data, or other content derived from Master Meter's monitoring of Customer or Customer's End-Users access to, or use of, the Harmony Software, but does not include Customer's data or End-User data. Confidentiality and Master Meter's Use of Aggregated Data: The confidentiality obligations set forth in this License Agreement are subject to the following Customer hereby gives its permission to Master Meter, Inc. and any of its affiliated companies, to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) and data pertaining to the Utility end customers and their water consumption,



including without limitations, derivative data and data combined with the data of other utilities, for purposes of project evaluation and research, product development, or other legitimate business purpose. This section shall survive any termination or expiration of this License Agreement.

General Terms and Conditions

- A. **Effective Date.** The term of this Support Agreement will commence on the **Effective Date** and continue for a period of 1 (one) year "**Initial Support Term.**" If Customer does not renew, or terminates for convenience, and later requests Support Services, Customer must (prior to receiving Support Services) Pay prior unpaid Renewal Support Term years in full.
- B. **Renewal** Upon expiration of the Initial Support Term, this Agreement shall automatically renew for four (4) additional one-year terms unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in accordance with this Agreement. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term as set out in Exhibit B. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- C. **Limitation of Liability.** **Maximum Liability.** EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- D. **Infringement Indemnity.** Master Meter shall defend, indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Master Meter

shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Master Meter shall have no liability under this indemnity unless Customer cooperates with and assists Master Meter in any such proceedings and gives Master Meter written notice of any claim hereunder within seven (7) days of receiving it. Further, Master Meter shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI System by Customer or a third party, though this does not include any change, modification or alteration made by a Master Meter Authorized Distributor, (ii) use of the AMI System in combination with any goods or services not provided by Master Meter hereunder, (iii) Customer's failure to use a supported version of the Software or to otherwise take any corrective action as reasonably directed by Master Meter, (iv) compliance by Master Meter with any designs, specifications or instructions provided by Customer, or (v) any use of the AMI System other than for the Permitted Use. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Master Meter, the AMI System is likely to become the subject of an infringement claim, Master Meter, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MASTER METER'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

- E. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease and the software license shall immediately cease. If Customer terminates, they may, within 120 days of termination request a flat file export of prior 12 month's reads thereby releasing Master Meter of any and all further obligations and liability for the AMI System.

In the event of the termination of agreement by either party, customer agrees that Master Meter has the right to retain all customer data for a period of not less than 5 years.

- F. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- G. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Master Meter shall own or continue to own all Intellectual Property used, created, and/or derived by Master Meter in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property created and/or derived by Master Meter or the Master Meter Software does not automatically vest in Master Meter by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to

Master Meter all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment or Software purchased or provided hereunder. Notwithstanding anything contained in this section to the contrary, the following shall not constitute, or be considered part of, the Intellectual Property, and Master Meter shall share all rights to the same: Customer's End Users' data and other data, procedures, or techniques generated by Customer's use of the Master Meter Software.

- H. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **Non-Waiver of Rights.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.
- L. **Governing Law and Dispute Resolution.**

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES.

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after

the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be disputed by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

In the event that the Parties are unable to resolve a dispute through mediation, then all disputes arising out of or in connection with this Agreement, which shall include, but are not limited to, all contracts entered into between the Parties, or the validity, enforceability or scope of this arbitration provision, shall be finally settled under the Rules of Arbitration of the American Arbitration Association by three arbitrators appointed in accordance with said Rules. Such arbitrators shall each have not less than 10 years' experience in arbitration of commercial contracting disputes. The place of arbitration shall be Fort Worth, Texas. The Parties agree that the United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement. The arbitration shall be conducted in the English language. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative expenses, travel expenses, out of pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees.

- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

O. **Warranties/Disclaimers**

DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND MASTER METER

HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MASTER METER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MASTER METER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Master Meter does not guarantee, and Customer acknowledges that the Services provided may be subject to limitations, delays, and other problems inherent in the use of the internet or other communications facilities. Master Meter is not responsible for any delays, delivery failures, or other damages resulting from such problems.

Any description of product, whether in writing or made orally by Master Meter, Inc. or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.

Definitions

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (1) the shares or other equity in such entity; or (2) the voting rights in such entity.
- B. **"Allegro Base Station"** identifies the Master Meter manufactured device consisting of one transceiver, to be located on a tower that receives readings from the Allegro RF Endpoints (either directly or via an Allegro Repeater) by radio frequency and passes those readings to the Head End Communication Server by TCP/IP backhaul communication.
- C. **"Allegro RF Endpoints"** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.
- D. **"Allegro Repeater"** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.
- E. **"AMI System"** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses,

and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

- F. **"CRM"** means the Customer Relationship Management software used to track and document issues reported to the Systems Technical Support team.
- G. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
- H. **"Covered Equipment"** includes installed base stations and repeaters.
- I. **"End User"** means any end user of water that pays Customer for the consumption of water.
- J. **"Equipment"** means the Allegro RF Endpoints, and RF Field Equipment.
- K. **"Field Devices"** means the meters, Endpoint Register Modules, and all other RF Endpoint transceivers.
- L. **"Head End Communication Server"** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.
- M. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- N. **"Ongoing Fee"** means the annual fees, as applicable, to be paid by Customer during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software.
- P. **"Permitted Use"** refers to use of the software only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- Q. **"Release"** includes Patches, Updates and Upgrades.
- R. **"RF Field Equipment"** means, collectively, Allegro Base Stations and Allegro Repeaters.
- S. **"Service Territory"** identifies the geographic area where Customer provides water services to End Users as of the Effective Date.

- T. **“Software”** means all the Master Meter proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **“Updates”** means releases of the Software that constitute a minor improvement in functionality.
- V. **“Upgrades”** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

EXHIBIT A

Technical Support

Master Meter Technical Services provides utility customers with Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills will be forwarded through the Systems Technical Support team for further analysis. If Systems Technical Support has exhausted their level of support for the product type, they will escalate to the next level of support. Occasionally, on-site troubleshooting / analysis may be required. The preferred order of on-site support is:

- A. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on / power off).
- B. The local distributor (where applicable).
- C. Master Meter Inc., Systems Technical Support or contracted personnel, where required to fulfill a contract commitment.

1. Support Categories

- 1.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Master Meter AMR/AMI Network Equipment, and Metering Products.
- 1.2. Proactive reporting and resolution of problems.
- 1.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 1.4. Responding to service requests and product changes.
- 1.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

2. Support Hours

Standard Support Hours: Toll-free telephone support 1-800-928-6388 is available Monday thru Friday from 7:00AM CST to 5:00PM CST.

3. Support Procedures

- 3.1. Customer identifies an issue or potential problem and calls System Technical Support at **1-800-928-6388**. The Systems Technical Support Associate will work to resolve the issue making notes in the Customer Relationship Management Software (CRM).
- 3.2. Systems Technical Support will identify the caller by requesting their name, utility name and state. The nature of the problem and severity will be agreed upon by both parties (either at the time the issue is managed or prior to upgrading or downgrading an existing issue) using the definitions below as a guideline. The issue is then captured into the CRM Software for resolution tracking.

D. Severity Levels Description:

Severity 1 - Customer's system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention. (Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., Master Meter MDM)).

Severity 2 - Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention. (Examples: Network equipment failure, head end software application has important functionality not working and cannot create export file for billing system operations.)

Severity 3 - The system is usable and the issue doesn't affect critical overall operation. (Example: Minor network equipment failure; head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.)

Severity 4 - Minor system issues, questions, new features, or enhancement requests to be corrected in future versions. (Examples: Minor system issues, general questions, and "How-To" questions.)

- 3.3. Systems Technical Support identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options and passed to accounting who will advise of any applicable charges that are required prior to continued support.
- 3.4. Calls are managed through Systems Technical Support on a first-come-first-serve basis. Level 1 Systems Technical Support will initially assist the customer and will typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new instance. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Systems Technical Support may confirm that there is an issue or problem that needs further analysis to determine its cause. The following information is collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Systems Technical Support may then check the CRM, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. If confirmed that the issue has been resolved, the event is closed.
 - c. If there is no known defect or support that defines the behavior, Systems Technical Support will work with the customer to reproduce the issue. If the issue can be reproduced, Systems Technical Support will escalate the issue for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, Systems Technical Support or AMR/AMI will direct the customer to the RMA team, or they may request an

RMA directly. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the RMA sample(s) for further investigation. Once it is determined that the issue cannot be resolved by Tier 1 resources, the event will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. The RMA team will keep the customer and the Systems Technical Support advised should escalation be required. The response and escalation times are listed in Section 5.

4. Response and Resolution Targets

Severity Level	Response Time	Target Resolution and Effort Level	Escalation Path
1	During regular business hours Master Meter will begin the service request process during the initial call.	<p>Master Meter will immediately assign trained and qualified team members to correct the error on an expedited basis and provide ongoing communication and status updates of a correction.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> o Satisfactory workaround is provided. o Program patch is provided o Fix incorporated into future release o Fix or workaround incorporated into the CRM or Support Knowledge Base 	Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management within 4 hrs, and to the next management level after 24 hours if the request is not resolved before then.
2	Master Meter will respond to the customer within 1 business day and will update the request at least once a day.	<p>Master Meter will assign trained and qualified team members to correct the error. Provide communication as updates occur.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> o Satisfactory workaround is provided. o Program patch is provided o Fix incorporated into future release o Fix or workaround incorporated into the Support Knowledge Base 	Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management after 3 business days if the request is not resolved before then.

3	Master Meter will respond to the customer within 2 business days.	90 Business Days	Master Meter will make planned efforts during normal business hours.
4	Master Meter will respond to the customer within 3-5 business days.	12 months	Master Meter will make commercially reasonable efforts to support the request during normal business hours.

Master Meter Support will make every reasonable effort to meet the following response and resolution targets: Severity, Standard Target Response, Standard Target Resolution, (one or more of the following):

5. Problem Escalation Process

- 5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level.
- 5.2. Severity 1 issues are escalated by Sales or Systems Technical Support to a Support Coordinator if not resolved within 4 hours; to the next management level if not resolved within 24 hours.
- 5.3. A customer may escalate an issue by calling 1-800-928-6388. Please specify the details and Systems Technical Support representative worked with and the reason why the issue is being escalated.
- 5.4. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given issue to the Systems Technical Support Coordinator at 1-800-928-6388.

6. General Support Provisions and Exclusions

Specialized support from Master Meter is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



Exhibit "B"

Quotation

Date: 3/18/2019
Prices Valid Until: 12/31/2024
Delivery: TBD ARO

Customer:		End User:	
Company:	City of Round Rock, TX	Job/Utility:	City of Round Rock, TX
Attention:	Michael Thane		Annual Fees – 5 year period
Address:	mthane@roundrocktexas.gov		
		Bid/Quote #:	n/a
Phone:	512.218.3236	Bid Due Date:	n/a
Mobile:	512.218.3242	Bid Due Time:	n/a

On Anniversary Date – October 1:

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
4	(RHS-ALL-F-BS-SS) Allegro Base Station Annual Maintenance	\$5,000.00	\$20,000.00
5	(RHS-ALL-F-BS-ALCSS) Standard/Solar Repeater Annual Maintenance	\$350.00	\$1,750.00
1	(RSS-HAR-F-25,00) Harmony Fixed Base Annual Hosting/Support ~Based on 34,659 endpoints @ \$0.96/endpoint ~Includes software support for both Harmony SaaS and any Master Meter Brand paid add-on services or bundles.	\$33,272.64	\$33,272.64
TOTAL			\$55,022.64

Terms & Conditions:

F.O.B. Mansfield, TX. Freight paid on minimum orders of \$15,000
Terms: Net 30
Comments/Special Instructions: **Master Meter to hold pricing firm for 5 years on Annual Fees to City of Round Rock, TX.**
Annual Hosting/Support Fee subject to change. Fee charged based on number of endpoints being read by Fixed Network System on invoice date.
Master Meter to adjust number of services being charged and generate invoice for Utility 45 days prior to anniversary date.

Prepared By: Anna Diaz
Signature: _____
CC: Ric O'Connor, Neal Farmer



Network Infrastructure Maintenance Agreement

IN WITNESS WHEREOF, the parties have caused this Network Infrastructure Maintenance Agreement ("Agreement") to be executed by their duly authorized representatives as of the date written below. The date of the last party to sign is the "Execution Date."

Master Meter, Inc. ("Master Meter")

By: _____

Name: _____

Title: _____

Date: _____

Ronnie Verch
RONNIE VERCH
EXEC. V.P.
4-23-19

City of Round Rock, Texas ("Customer")

By: _____

Name: Craig Morgan

Title: Mayor

Date: _____

Powered by



NETWORK INFRASTRUCTURE MAINTENANCE AGREEMENT

Purchase of Equipment. Customer shall purchase all Equipment from Master Meter, Inc. or Master Meter's authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Master Meter's authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed to by Customer and Master Meter's authorized distributor. If Customer elects to purchase any equipment or services directly from Master Meter, or if Customer pays any fees or other costs to Master Meter, then Master Meter's Terms of Sale shall apply. The "Terms of Sale" are available by calling 1-800-928-6388 or may be found online at the Master Meter website.

Purchase of Coverage. Maintenance Coverage for RF Field Equipment may be purchased anytime for equipment, so long as, at the time Maintenance Coverage is purchased, such equipment is covered under Master Meter's written Consolidated Warranty. The terms of this Agreement become effective upon payment by the Customer for Maintenance Coverage, the "Effective Date". Customer will be invoiced for Maintenance Coverage for RF Field Equipment 30 days prior to the expiration of the one-year standard warranty as covered by Master Meter's written Consolidated Warranty.

- A. Maintenance Coverage for RF Field Equipment may be purchased on a per-unit basis as follows:

Resource Number	Annual Fee	Coverage Provided
RHS-ALL-F-BS-SS	\$5000	One (1) Allegro Base Station
RHS-ALL-F-BS-ALCSS	\$350	One (1) Standard/Solar Repeater
RHS-ALL-F-BS-ALCPC	\$100	One (1) Photocell Repeater

Master Meter and customer agree that the Annual Fees for Maintenance Coverage (on a "per-Base Station" and "pre-Repeater" cost shall remain fixed for a five (5) year period in accordance with the terms of the Master Meter Quotation attached to this Agreement as "Exhibit A."

- B. Equipment Maintenance.

1. **Preventive and Corrective Maintenance.** For RF Field Equipment for which Customer has purchased coverage under the Agreement ("Covered Equipment"), Master Meter shall (1) perform the preventive Maintenance Services that it determines is reasonably necessary to maintain such equipment in Operational Condition (defined below), and (2) diagnose and correct any failure in such equipment as necessary to meet Operational Condition (excluding minor cosmetic deficiencies such as blemishes, dents or scratches) in accordance with its written warranty procedures. The term "Operating Condition" means capable of performance in accordance with Master Meter's published specifications.

For Covered Equipment, Master Meter will perform the preventive Maintenance Services below:

- a. Every two (2) years, inspection of the site and the "Covered Equipment;"
- b. System wide network health performance check, from the remote central office location; and,
- c. Limited technical support, limited AML system integration support, and AML network troubleshooting.

2. **Customer Preventive and Corrective Maintenance Responsibilities.** Customer shall keep accurate records of Equipment serial numbers and locations to assist Master Meter with the maintenance services. Customer shall provide reasonable assistance during remote troubleshooting activities.

3. **Exclusions.** The services described herein do not include repairs related to:
 - a. damage due to external causes, including accident, abuse, misuse, problems with electrical power, acts of God, usage not in accordance with product instructions or in a configuration not approved by Master Meter;
 - b. services (including installation or de-installation) not performed or authorized by Master Meter; or,
 - c. use of parts, configurations or repair depots not certified by Master Meter.
 - d. Customer's failure to perform preventative maintenance responsibilities in accordance with this Agreement.
 - e. Products for which Master Meter has discontinued Maintenance Services. For any discontinued product, Master Meter will take commercially reasonable efforts to make available suitable replacement product.

4. **Restoring Covered Equipment to Maintenance Agreement.** If Customer discontinues or fails to purchase coverage after the end of the original warranty period, discontinues maintenance for any Covered Equipment or has equipment serviced or repaired by a third party that is not Master Meter certified, and thereafter wishes to add such equipment as Covered Equipment, Master Meter reserves the right to (1) inspect such equipment to determine whether it is in Operating Condition and/or (2) charge its current recertification fee, in addition to any fees associated with infrastructure maintenance coverage, prior to such equipment being included as Covered Equipment. Master Meter reserves the right to, at its sole discretion, reject inspected RF Field Equipment for inclusion as Covered Equipment under this Agreement.
5. **Replacement Equipment.** For RF Field Equipment for which Customer has purchased coverage under the Agreement ("Covered Equipment"), Master Meter shall provide & install refurbished equipment that has been previously repaired & certified by Master Meter at no additional cost to Customer. Upon shipment date of refurbished equipment, which establishes the Anniversary Date, the Customer will have 90 days to return failed covered equipment, with shipping costs covered by Master Meter. Failed equipment then becomes the property of Master Meter upon receipt. In the event that 90 day return deadline is not met, Customer will be billed for replacement equipment at current list price. In the event of an RF Field Equipment failure covered under Master Meter written consolidated warranty terms ("Covered Equipment") Master Meter shall provide & install new equipment.

General Terms and Conditions

- A. **Effective Date.** The term of this Agreement will commence on the Effective Date and continue for a period of 1 (one) year "Initial Term".
- B. **Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for four (4) additional one-year terms unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- C. **Limitation of Liability. Maximum Liability.** EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.
- No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease.
- E. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal,

county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- G. **Non-Waiver of Rights.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.
- J. **Governing Law and Dispute Resolution.**

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES.

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be disputed by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

- K. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

- L. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

M. **Warranties/Disclaimers**

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- C. **"Allegro RF Endpoints"** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.
- D. **"Allegro Repeater"** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.
- E. **"AMI System"** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- F. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans,

Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.

- G. **"End User"** means any end user of water that pays Customer for the consumption of water.
- H. **"Head End Communication Server"** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.
- I. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- J. **"RF Field Equipment"** means, collectively, Allegro Base Stations and Allegro Repeaters.



Exhibit "A"

Quotation

Date: 3/18/2019
Prices Valid Until: 12/31/2024
Delivery: TBD ARO

Customer:		End User:	
Company:	City of Round Rock, TX	Job/Utility:	City of Round Rock, TX
Attention:	Michael Thane	Annual Fees – 5 year period	
Address:	mthane@roundrocktexas.gov		
Phone:	512.218.3236	Bid/Quote #:	n/a
Mobile:	512.218.3242	Bid Due Date:	n/a
		Bid Due Time:	n/a

On Anniversary Date – October 1:

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
4	(RHS-ALL-F-BS-SS) Allegro Base Station Annual Maintenance	\$5,000.00	\$20,000.00
5	(RHS-ALL-F-BS-ALCSS) Standard/Solar Repeater Annual Maintenance	\$350.00	\$1,750.00
1	(RSS-HAR-F-25,00) Harmony Fixed Base Annual Hosting/Support ~Based on 34,659 endpoints @ \$0.96/endpoint ~Includes software support for both Harmony SaaS and any Master Meter Brand paid add-on services or bundles.	\$33,272.64	\$33,272.64
TOTAL			\$55,022.64

Terms & Conditions:

F.O.B. Mansfield, TX. Freight paid on minimum orders of \$15,000
Terms: Net 30
Comments/Special Instructions: **Master Meter to hold pricing firm for 5 years on Annual Fees to City of Round Rock, TX.**
Annual Hosting/Support Fee subject to change. Fee charged based on number of endpoints being read by Fixed Network System on invoice date.
Master Meter to adjust number of services being charged and generate invoice for Utility 45 days prior to anniversary date.

Prepared By: Anna Diaz
CC: Ric O'Connor, Neal Farmer

Signature: _____

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:
2019-480290

Date Filed:
04/23/2019

Date Acknowledged:

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

Master Meter, Inc.
Mansfield, TX United States

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

City of Round Rock, Texas

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

000000
Water Metering Infrastructure and Meter Data Management Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Arad, Ltd.	Kibbutz Dalia Dalia Israel	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Charles W. Arnold, and my date of birth is 10.12.65.

My address is 101 Regency Parkway, Mansfield, TX, 76063, Tarrant
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 23 day of April, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement for Pass-Through Wastewater Service with Siena Municipal Utility District No. 1 and Hutto Independent School District.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0198

Hutto ISD (HISD) is constructing a new elementary school on a site just east of Siena Municipal Utility District (MUD) within the City of Round Rock's ETJ. HISD also plans to place a Middle School and a City of Hutto Fire Station on this site at some point in the future. They are requesting out-of-city wastewater service for a total of 24 Living Unit Equivalents (LUEs). The elementary school is named Benjamin 'Doc' Kerley Elementary School.

The wastewater generated from the school and the two future connections will pass through the wastewater collection system of Siena MUD before it can enter into the City's wastewater collection system. This pass-through agreement is between the Hutto ISD, Siena MUD, and the City of Round Rock. This agreement is needed before the City can provide wastewater service to HISD.

The City's participation in this agreement is very limited, and primarily is to ensure Siena MUD that their number of LUEs as stipulated in their Water/Wastewater Agreement with the City will be unaffected by the pass-through agreement. There is no cost to the City associated with this agreement. Staff recommends approval of the agreement.

Cost: NA

Source of Funds: NA

RESOLUTION NO. R-2019-0198

WHEREAS, Siena Municipal Utility District No. 1 (“District”) purchases and receives wholesale wastewater service from the City of Round Rock (“City”); and

WHEREAS, Hutto Independent School District (“HISD”) plans to develop approximately 74.826 acres of property (“Property”) adjacent to the District more particularly described on Exhibit “A” to the Agreement for Pass-Through Wastewater Service (“Agreement”); and

WHEREAS, the City, District and HISD wish to enter into this Agreement in which the City and the HISD may utilize the District’s wastewater system to provide wastewater service to the Property on a pass-through basis, 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 Pass-Through Wastewater Service with Siena Municipal Utility District No. 1 and Hutto Independent School District, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE

THIS AGREEMENT FOR PASSTHROUGH WASTEWATER SERVICE (this "Agreement") is entered into effective as of the Effective Date (defined below), by and among SIENA MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "District"), HUTTO INDEPENDENT SCHOOL DISTRICT, an independent school district located in Williamson County, Texas ("HISD"), and the CITY OF ROUND ROCK, TEXAS, a home rule municipality located in Williamson County, Texas (the "City"). The District, HISD, and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. The District purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between the District and the City (the "Wholesale Agreement").

B. HISD is planning to develop the ±74.826 acres of property adjacent to the District more particularly described on EXHIBIT "A" attached hereto (the "School Tract") into one elementary school site and one middle school site (the "Proposed Schools"). The City has represented to HISD that 24 living unit equivalents ("LUEs") of wastewater capacity in the City's wastewater system are available for use by HISD to serve the Proposed Schools on the School Tract. However, because the City does not have existing wastewater lines in the area to which the School Tract could readily connect, HISD has requested to use the District's wastewater system on a pass-through basis in order to obtain retail wastewater service from the City to the School Tract.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions on which the City and HISD may utilize the District's wastewater systems to provide wastewater service to the School Tract on a passthrough basis.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District, the City, and the Developer contract and agree as follows:

Section 1. Recitals. The above and foregoing recitals are incorporated herein by reference.

Section 2. PassThrough Wastewater Service.

A. Authorization of PassThrough Service. Subject to the terms and conditions of this Agreement, the City may connect a wastewater line owned by HISD (the "HISD Wastewater Line") to the District's wastewater line ("District Wastewater Line") and wastewater collection system at the point of connection identified on EXHIBIT "B" attached hereto (the "District Wastewater Point of Connection") to allow the City to provide up to 24 LUEs of retail wastewater service to the School Tract for the Proposed Schools using the District's wastewater system on a passthrough basis. The District has reviewed its current capacity and has determined that it has the wastewater

capacity to allow 24 LUEs of wastewater to pass from the School Tract through its wastewater lines to the City's wastewater system in accordance with this Agreement.

B. Limitations and other Conditions of Service.

1. Notwithstanding anything else in this Agreement to the contrary, in no event will the City or HISD, without the prior written consent of the District, deliver through the District's wastewater collection system more than 24 LUEs of wastewater from the School Tract measured at the District Wastewater Point of Connection.

2. The District has and will continue to have its guaranteed reservation and commitment of 2,556 LUEs of wastewater capacity from the City under the Wholesale Agreement. None of the LUEs of capacity guaranteed and reserved to the District under the Wholesale Contract will be utilized to serve the School Tract under this Agreement. Instead, the City is committing 24 LUEs of wastewater capacity directly to the School Tract and will simply be using the District's wastewater systems to provide retail wastewater service to the School Tract on a passthrough basis.

3. To the extent that HISD desires to make improvements to the School Tract that would impact wastewater generation, HISD will submit all plans and specifications for such improvements to the District prior to construction of such improvements so that the District may confirm that wastewater generated from such improvements will not exceed the maximum limits set forth in this Agreement. Each submission will include an engineer's calculation of LUEs of wastewater service proposed and the peak wet weather wastewater flows that will be generated by the improvements, and such calculation will be subject to confirmation and approval by the District. Further, within ten days after approval by the applicable governmental authority, HISD will provide the District with a copy of all approved site plans, and amendments thereto. HISD will be solely responsible for the cost of any infrastructure improvements to HISD's or the City's wastewater systems that are necessary to enable the City to provide retail wastewater service to the School Tract, including the HISD Wastewater Line from the School Tract to the District Wastewater Point of Connection (the "*HISD Wastewater Facilities*") and HISD will, at its sole cost and expense, operate and maintain the HISD Wastewater Facilities in compliance with all applicable rules and regulations; provided, however, that the HISD Wastewater Facilities may be dedicated to the City, in which case the City will accept the HISD Wastewater Facilities for operation and maintenance.

4. **THE DISTRICT WILL HAVE NO LIABILITY OF ANY KIND OR NATURE WITH RESPECT TO THE HISD WASTEWATER FACILITIES, AND HISD WILL INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), SUITS, ACTIONS, LEGAL, OR ADMINISTRATIVE PROCEEDINGS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, OR CLAIMS OF ANY KIND OR NATURE (COLLECTIVELY, "*COSTS*") THAT ARISE BECAUSE OF OR IN CONNECTION WITH THE USE, OPERATION, OR MAINTENANCE OF THE HISD WASTEWATER FACILITIES. SUCH**

OBLIGATION APPLIES WHETHER ACTUAL OR ALLEGED NEGLIGENCE ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN THE DISTRICT AND HISD, HISD'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE DISTRICT.

5. HISD and the City will be responsible for ensuring that all discharges of industrial waste from the School Tract comply with federal, state, and municipal requirements regarding pretreatment and monitoring of industrial waste and other prohibited waste. Any compliance or enforcement efforts or pretreatment requirements will be established and monitored by the City in accordance with the City's ordinances; however, the District will be entitled to inspect the facilities constructed to serve the School Tract and the connections at the District Wastewater Point of Connection and to test the wastewater received at the District Wastewater Point of Connection. If any test reflects that any wastewater other than domestic wastewater is being received at the District Wastewater Point of Connection, pretreatment of such wastewater will be required, in accordance with the City's ordinances, at the expense of the discharging party. The District will not have any obligations regarding the required pretreatment of such wastewater. The City will not impose any fee, charge, or fine upon the District for any violation of any ordinance, rule, regulation, or agreement caused by wastewater received at the District Wastewater Point of Connection, nor will the City impose upon the District any surcharge that is caused by wastewater received at the District Wastewater Point of Connection.

6. The 24 LUEs of wastewater service authorized under this Agreement may only be used to provide wastewater service to HISD for the Proposed Schools. Except as expressly authorized by this Agreement for passthrough wastewater service to the School Tract, neither HISD nor the City may connect, or allow any other person or entity to connect, directly or indirectly, any other facilities, persons, or property to the District's water or wastewater utility systems without the prior written consent of the District. If HISD or the City does so, the District may immediately terminate this Agreement and/or require HISD or the City, as applicable, to immediately terminate service to the facilities, persons, or property that have been connected in violation of this Agreement. The District reserves the right to deny for any reason any request by HISD or the City to increase the level of service under this Agreement or to serve any other facilities, persons, or property. The City will provide retail water service to the School Tract directly from City-owned water facilities, and neither HISD nor the City may utilize any District facilities to provide water service to the School Tract.

C. Capacity Charge. HISD will pay to the District a nonrefundable capacity charge of \$74,238.49 for the 24 LUEs (\$3,093.27 per LUE) of passthrough wastewater service capacity made available under this Agreement to the School Tract (the "Capacity Charge"). The Capacity Charge for 8 of the 24 total LUEs (i.e., \$24,746.16) will be paid on or before the Effective Date (the "Initial Capacity Payment"). The Capacity Charge for each of the remaining 16 LUEs will be paid by the earlier of (i) ten days after a site

plan application that includes such LUE(s) is approved by the applicable governmental authority; or (ii) three years after the Effective Date (the "Capacity Charge Payment Deadline"). The Capacity Charge for all or any of the 24 LUEs may be prepaid at any time; however, if the District has not received full payment of the Capacity Charge for all 24 LUEs by the Capacity Charge Payment Deadline, then the capacity of the pass-through wastewater service made available to the School Tract under this Agreement will be limited to the number of LUEs for which payment has been received as of the Capacity Charge Payment Deadline.

D. Operation & Maintenance Payment. The District will invoice HISD for a prorata portion of the costs of the operation and maintenance of the District's Wastewater Line used to provide pass-through wastewater service to the School Tract under this Agreement (the "Operation & Maintenance Payment"). The Operation & Maintenance Payment will be allocated based on the ratio of the number of LUEs for which HISD has paid a Capacity Payment (provided that such number will not include any LUEs for which the Capacity Charge has been prepaid until such LUEs are actually being utilized) to the total number of wastewater LUE capacity in the District Wastewater Line, as set forth on **EXHIBIT "C"** attached hereto (the "Prorata Allocation"). The Operation & Maintenance Payment will be paid by HISD within 30 days after receipt of the invoice. The Operation & Maintenance Payment will be in addition to any other payments required by this Agreement. Interest charges for any overdue Operation & Maintenance Payments will be paid by HISD in accordance with Texas Government Code Section 2251.025.

E. Debt Service Payment. On or before October 31st of each year during the term of this Agreement through and including 2042, HISD will pay the District an annual fee of \$112 per LUE for which HISD has paid a Capacity Payment for the debt service for the District's Wastewater Line used to provide pass-through wastewater service to the School Tract under this Agreement (the "Debt Service Payment"), except that any LUEs that the Capacity Payment has been prepaid for will not be factored into the Debt Service Payment until such LUEs are actually being utilized. The Debt Service Payment is HISD's Prorata Allocation of the debt service owed for the District's Wastewater Line. The \$112 per LUE charge may be adjusted by the District annually to reflect the actual debt service for the District's Wastewater Line, if such debt service changes; provided, however, the District shall provide written notice to HISD of any adjustment at least thirty days prior to the effective date of such adjustment. The Debt Service Payment will be in addition to any other payments required by this Agreement. Interest charges for any overdue Debt Service Payments will be paid by HISD in accordance with Texas Government Code Section 2251.025.

F. Payment for Retail Service. The City will bill wastewater customers within the School Tract directly for retail wastewater services furnished to such customers.

Section 3. Default. In the event of default by a Party, each nondefaulting Party may give to the defaulting Party written notice of such default specifying the failure or default in question. If the defaulting Party fails to fully cure the default specified in such notice within thirty days after receipt of such notice, each nondefaulting Party will have the right to terminate this Agreement as of the date of the event of the default and/or pursue all other legal or equitable remedies. Each nondefaulting Party may employ attorneys to pursue its legal rights and, if it prevails before any court or agency of competent jurisdiction, the defaulting Party will be obligated to pay all expenses incurred by the nondefaulting Party, including reasonable

attorneys' fees. In addition to all other remedies available to the District, if, for any reason, HISD or the City violates any provision of this Agreement, the District will, after the notice and opportunity to cure period described above, have the right to disconnect the School Tract from the District's systems and to terminate this Agreement if, in which event, HISD will be solely responsible for all actual costs and standard District fees related to disconnection from the District's systems.

Section 4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby.

Section 5. Modification. This Agreement will be subject to change or modification only with the mutual written consent of all Parties.

Section 6. Assignability. This Agreement may not be assigned by HISD or the City, in whole or in part, without the prior written consent of the District. This Agreement will be recorded in the Official Public Records of Williamson County, Texas, will run with the land comprising the School Tract, and will be binding upon and inure to the benefit of HISD, the District, the City, their respective successors and permitted assigns, and all future owners or occupants of any portion of the School Tract.

Section 7. Applicable Law. This Agreement will be governed by, and construed in accordance with the laws of the State of Texas. All of the obligations contained in this Agreement are performable in Williamson County, Texas.

Section 8. Parties at Interest. This Agreement will be for the sole and exclusive benefit of the Parties hereto and will never be construed to confer any benefit to any third party.

Section 9. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by another Party, but no such waiver will be deemed to constitute a waiver of similar or other breaches by such other Party.

Section 10. Notices. All notices to the District will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Siena Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with a copy to:

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

All notices to HISD will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Hutto Independent School District
Attn: Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

with a copy to:

Attn: _____

All notices to the City will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

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

with a copy to:

Sheets & Crossfield, P.C.
Attn: Stephan L. Sheets
309 East Main Street
Round Rock, TX 78664

Any Party may change its address by giving written notice of such change to the other Parties.

Section 11. Term. This Agreement will be in force and effect for a term of ten years from the Effective Date.

Section 12. Effective Date. The effective date of this Agreement (the "Effective Date") will be the date that the District executes this Agreement after receipt of fully executed original counterparts from HISD and the City.

Section 13. Multiple Originals. This Agreement may be executed in a number of counterparts, each of which will for all purposes, be deemed to be an original, and all such counterparts will together constitute and be one and the same instrument.

Section 14. Entire Agreement. This Agreement, including Exhibits, constitutes the entire agreement of the Parties and supersedes all prior agreements and understandings related to the subject matter hereof.

Section 15. Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective Party.

[counterpart signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT:

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Douglas Kuenstler, President
Board of Directors

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Douglas Kuenstler, President of the Board of Directors of Siena Municipal Utility District No. 1, on behalf of said District.

(seal)

Notary Public Signature

HISD:

HUTTO INDEPENDENT SCHOOL DISTRICT

By: Celina Estrada Thomas
Printed Name: Celina Estrada Thomas
Title: Superintendent
Date: 3/28/19

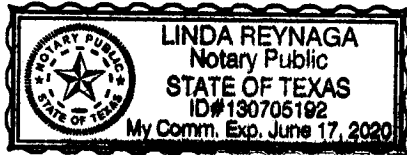
THE STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on the 28th day of March, 2019, by Celina Estrada Thomas, Superintendent of Hutto Independent School District, an independent school district located in Williamson County, Texas, on behalf of said independent school district.

(seal)



Linda Reynaga
Notary Public Signature

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2019, by Craig Morgan, Mayor or City of Round Rock, Texas, on behalf of said City.

(seal)

Notary Public Signature

EXHIBIT "A"

SCHOOL TRACT

74.826 Acres

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 89.693 ACRE TRACT OF LAND CONVEYED TO D&M CARMEL CREEK TWO, LLC, BY DEED RECORDED IN DOCUMENT No. 2012006366 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND PART OF THAT 4.0 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO D&M CARMEL DREEK TWO, LLC, RECORDED IN DOCUMENT No. 2012093145 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 2.000 ACRE TRACT OF LAND CONVEYED TO GERALD J. HERNANDEZ AND TERESA HERNANDEZ BY DEED RECORDED IN DOCUMENT No. 2011015549 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of that 390.68 Acre Tract conveyed to Charles N. Avery, III, et al, by deed recorded in Document No. 2002071339 of the Official Public Records of Williamson County, Texas, at the Northeast Corner of Lot 31, Block A, Garden Park Section One, according to the plat thereof recorded in Cabinet E, Slides 276-278 of the Plat Records of Williamson County, Texas, the same being the Southeast Corner of said 4.0 Acre Tract;

THENCE S.87°22'36"W. along the South Line of said 4.0 Acre Tract and the North Line of said plat of Garden Park Section 1 (at 251.70 feet pass the Southwest Corner of said 4.0 Acre Tract and continue along the South Line of said 89.693 Acre Tract) in all a distance of 989.71 feet to a 1/2" iron rod found;

THENCE S.87°17'38"W. along the South Line of said 89.693 Acre Tract a distance of 422.99 feet to a 1/2" iron rod found at the Southwest Corner of said 89.693 Acre Tract;

THENCE N.02°32'09"W. along the West Line of said 89.693 Acre Tract (at 173.55 feet pass a 1/2" iron rod with RJ Surveying cap found at the Northeast Corner of Lot 56A, Block G, Siena Section 21, according to the plat thereof recorded in Document No. 2014037293 of the Official Public Records of Williamson County, Texas, and at 2333.37 feet pass a 1/2" iron rod found with RJ Surveying cap at the Northeast Corner of Lot 47, Block G, Siena Section 27, according to the plat thereof recorded in Document No. 2015018917 of the Official Public Records of Williamson County, Texas,) in all a distance of 2347.42 feet to a 1/2" iron rod found at the Southwest Corner of Lot 1, Block E, Green Haven Subdivision Phase 1, according to the plat thereof recorded in Document No. 2012003555 of the Official Public Records of Williamson County, Texas, the same being the Southwest Corner of that Less, Save and Except 72.091 Acre Tract described in the said deed recorded in Document No. 2012006366 of the Official Public Records of Williamson County, Texas;

THENCE across said 89.693 Acre Tract and along the South Line of said 72.091 Acre Tract and the South Line of said plat of Green Haven Subdivision Phase 1 the following two courses:

1. N.87°27'39"E. a distance of 796.79 feet to a 1/2" iron rod found;
2. N.77°35'31"E. a distance of 619.20 feet to a 1/2" iron rod found in the East Line of said 89.693 Acre Tract and the West Line of that 148 Acre Tract conveyed to J. B. Pace and Beulah B. Pace by deed recorded in Volume 526, Page 648 of the Deed Records of Williamson County, Texas;

THENCE S.03°02'23"E. along the East Line of said 89.693 Acre Tract and the West Line of said 148 Acre Tract a distance of 875.00 feet to a 1/2" iron rod found at the common West Corner of said 148 Acre Tract and said 390.68 Acre Tract;

THENCE S.02°27'55"E. along the West Line of said 390.68 Acre Tract and the East Line of

74.826 Acres

said 89.693 Acre Tract a distance of 741.63 feet to a 1/2" iron rod found at the Northeast corner of said 2.000 Acre Tract of land conveyed to Gerald J. Hernandez and Teresa Hernandez;

THENCE S.87°33'46"W. across said 89.693 Acre Tract and along the North Line of said 2.000 Acre Tract a distance of 251.37 feet to a 1/2" iron rod found at the Northwest Corner of said 2.000 Acre Tract;

THENCE S.02°25'32"E. along the West Line of said 2.000 Acre Tract (at 142.68 feet pass a 1/2" iron rod found at the Northeast Corner of said 4.0 Acre Tract and an interior corner of said 89.693 Acre Tract and continue along the West Line of said 2.000 Acre and the East Line of said 89.693 Acre Tract) in all a distance of 346.38 feet to a 1/2" iron rod found at the Southwest Corner of said 2.000 Acre Tract;

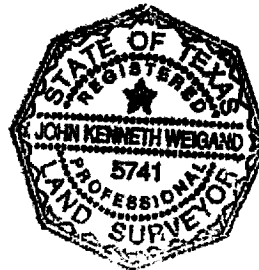
THENCE N.87°33'58"E. across said 4.0 Acre Tract and along the South Line of said 2.000 Acre Tract a distance of 251.49 feet to a 1/2" iron rod found in the West Line of said 390.68 Acre Tract and the East Line of said 4.0 Acre Tract;

THENCE S.02°29'36"E. along the East Line of said 4.0 Acre Tract and the West Line of said 390.68 Acre Tract a distance of 487.87 feet to the said Point of Beginning.

Containing 74.826 acres, more or less, as shown on the sketch attached.

John K. Weigand Sept. 4, 2015
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753
F-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

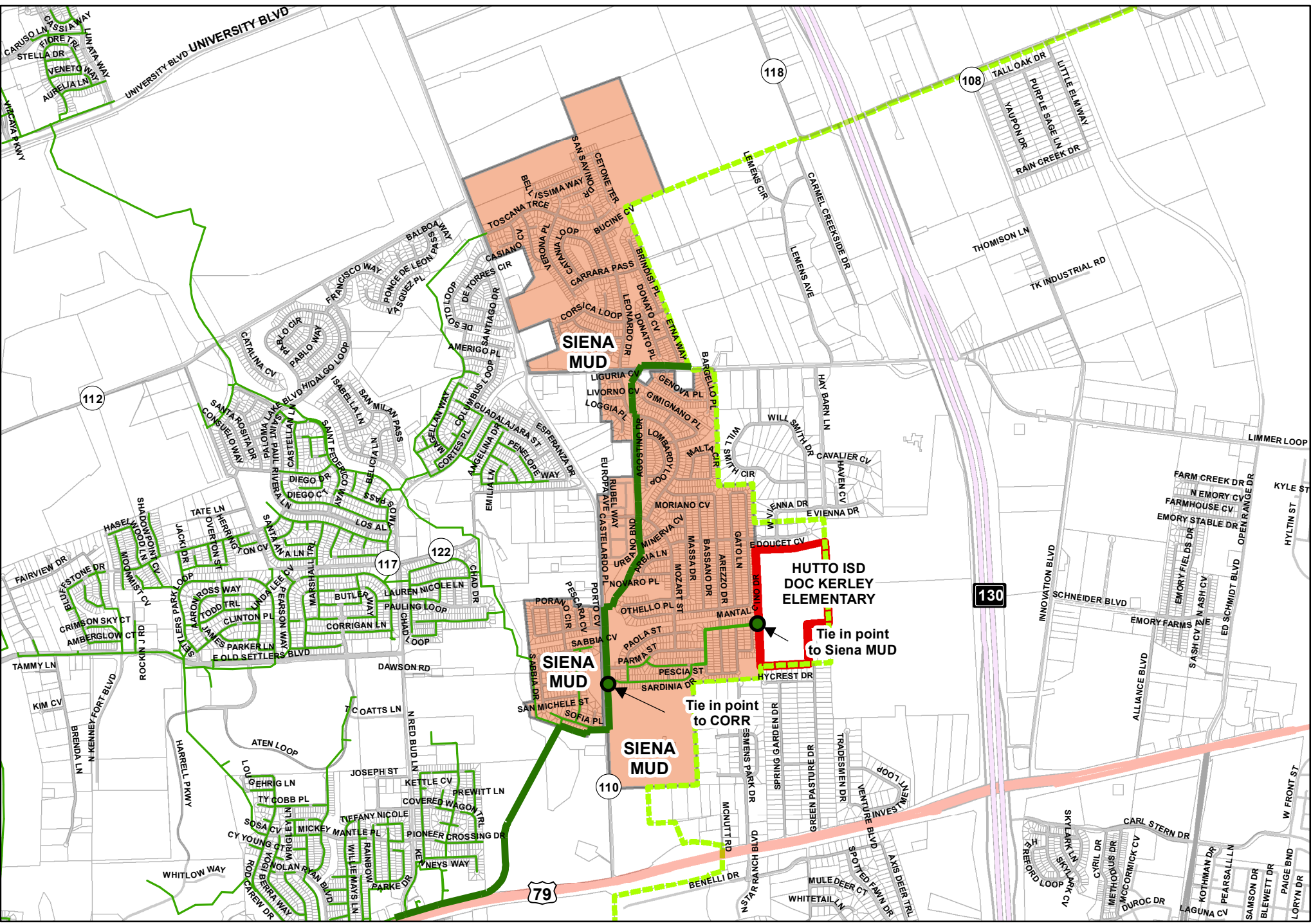
EXHIBIT "C"

Developer Interest Calculations					
Series 2018 Bonds	3.73%				
Subtotal Section 24 Costs		\$9,741.43			
Completed 12/13					
Assume 2/19 close					
62 months					
Series 2017 Bonds	3.59%				
Subtotal Section 21 Costs		\$49,098.33			
Completed 4/14					
Assume 2/19 close					
44 months					
Total Developer Interest				\$8,337.96	
Total Costs					
Construction					
Pro-rated share through Section 24		\$9,741.43			
Pro-rated share through Section 21		\$49,098.33			
Engineering and Testing @ 12% construction costs					
Section 24		\$1,168.97			
Section 21		\$5,891.80			
Developer Interest					
Section 24		\$1,876.19			
Section 21		\$6,461.77			
Total Cost for Pass- Through Service					\$74,238.49

Total Costs

Sect 24 Contract	10	368.49	1499.92	1141.43	12	0.3	7	4000	441	24	0.0618	465	29000
6	MH						88	370			1,446.16		25530
	Extra Depth MH						29				1,317.68		0
	12" 0-6						48	33			81.75		1984
	12" 8-10						62	37			118.40		2294
	12" 10-12						54	40			111.48		2100
	12" 12-14						88	66			203.56		3944
	12" 14-16						770	77			3,060.13		59290
	12" 16-18						150	92			712.26		13600
	12" 18-20						1142	1			58.94		0
	Steel Encase										0.00		0
	Trench Safety										7,109.37		1142
6	3	0	358.48	358.48	12	3.62%	1	4000	577	24	0.0388	801	4000
	MH						3	370			156.73		1110
	Extra Depth MH						233	29			44.33		6757
	12" 0-6						125	33			266.83		4125
	12" 8-10							40			184.73		0
	12" 10-12							66			0.00		0
	12" 12-14							77			0.00		0
	12" 14-16							92			0.00		0
	12" 16-18							92			0.00		0
	12" 18-20							110			0.00		0
	Steel Encase						358	1			14.30		358
	Trench Safety										852.91		
7	EX	0	441.76	441.75	12	1.75%	2	4000	585	24	0.0384	809	8000
	MH						9	370			318.27		3330
	Extra Depth MH							29			131.23		0
	12" 0-6						282	37			0.00		0
	12" 8-10						63	40			382.03		9694
	12" 10-12						56	66			88.31		2520
	12" 12-14						81	77			150.07		3608
	12" 14-16							92			185.10		4687
	12" 16-18						135	118			0.00		0
	12" 18-20						442	1			0.00		0
	Steel Encase										927.78		15930
	Trench Safety										17.42		442
	Connect to Existing MH						1	1800			70.94		1800
											1,979.15		
											Sub-Total Section 24		\$204,315.00
											\$58,836.78		\$392,854.00
													14.88%

Total Pro rata Share for HISO



Date: 4/24/2019



WASTEWATER LINE
ROUND ROCK ETJ

HUTTO ISD DOC KERLEY ELEMENTARY PASS THROUGH WASTEWATER AGREEMENT





City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Hutto Independent School District for property located at 1060 Haybarn Lane.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0199

Hutto ISD is constructing a new elementary school on a site just east of Siena Municipal Utility District (MUD) within the City of Round Rock's ETJ. They also plan to place a Middle School and a City of Hutto Fire Station on this site at some point in the future. They are requesting out-of-city wastewater service for a total of 24 Living Unit Equivalent's (LUEs). The elementary school is named Benjamin 'Doc' Kerley Elementary School.

The wastewater generated from the elementary school and the two future connections will pass through the wastewater collection system of Siena MUD before it can enter into the City's wastewater collection system. Therefore, on a separate council action item there will be a request to approve the pass-through agreement to allow the school to pass-thru their wastewater to the City.

Hutto ISD will pay a connection fee equivalent to the calculated impact fee for eight LUEs (\$2,099 per LUE) for a total of \$16,792 for the elementary school since they need this connection for the school currently being constructed.

Cost: NA

Source of Funds: NA

RESOLUTION NO. R-2019-0199

WHEREAS, Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) provides that under certain conditions the City will furnish water and wastewater services outside of the city limits; and

WHEREAS, Hutto Independent School District, the owner of record of the property at 1060 Haybarn Lane, Hutto, Texas, as shown in Exhibit “A” (“Property”), has requested that the City furnish wastewater service to said Property; and

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

WHEREAS, the owner of the Property must comply with all of the provisions of §4-80 with respect to costs, construction standards, inspections, *et cetera*; and

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

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

That subject to owner compliance with applicable subdivision and platting statutes and ordinances, and pursuant to Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) the City Council hereby approves the furnishing of wastewater service to the Property, subject to the owner compliance with the requirements of said §4-80, at the rates specified in §4-80(b) of the Code, and in accordance with the Out-of-City Wastewater Service Agreement described below, and

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Out-of-City Wastewater Service Agreement with Hutto Independent School District, a copy of said agreement being attached hereto as Exhibit “B” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

OUT-OF-CITY WASTEWATER SERVICE AGREEMENT

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

RECITALS:

WHEREAS, the Customer is the owner of record of the property at 1060 Haybarn Lane, Hutto, Texas 78634 ("Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

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

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

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

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

WITNESSETH:

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

Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard wastewater service line which will connect with Siena Municipal Utility District's ("District") wastewater system at the manhole shown in Exhibit "A." Customer shall be required to enter into a separate agreement with the District for pass-through water service and maintain said agreement at all times during the term of this Agreement. Customer's wastewater flows shall enter the City's wastewater system at manhole number 1437707 as shown on Exhibit "A." Customer shall provide the City with a copy of the executed pass-through agreement with the District prior to the parties executing this Agreement.

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

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

1.04 Customer shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 4-80 being attached hereto as Exhibit "B," incorporated here in by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use on an as needed basis for a public school located on the Property.

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

Article III. Rates and Fees

3.01 Prior to connecting to the City's wastewater system, Customer agrees to pay City a one-time wastewater connection fee of \$16,792.00. Any additional service resulting from future additions built on the Property shall require Customer to pay additional impact fees in accordance with Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

3.02 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be twice the rate for commercial customers located within the corporate limits of the City. Because the Property is served with water from Jonah SUD, the wastewater service will be calculated based on the Customer's average water consumption for December, January, and February of each winter, as

determined from District's water bills. Customer agrees to provide the City with copies of the aforesaid bills by April 1, of each year.

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

3.04 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

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

4.02 Customer agrees to pay the one-time wastewater connection fee as set forth in Sec. 3.01 above and to pay all other fees applicable to wastewater service.

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

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

Article V. Force Majeure

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

difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

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

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

Article VII. Miscellaneous Provisions

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

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

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

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

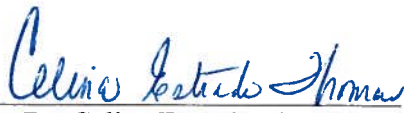
7.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such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

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

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

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement in two (2) counterparts, each of which will be deemed an original on this the 11th day of April, 2019.

HUTTO INDEPENDENT SCHOOL DISTRICT

By: 

Name: Dr. Celina Estrada Thomas, Superintendent

Customer's Address:

200 College Street
Hutto, Texas 78634

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

For City, Approved as to Form:

Stephan L. Sheets, City Attorney

EXHIBIT "A"

**OUT-OF-CITY WASTEWATER SERVICE
HUTTO ISD DOC KERLEY ELEMENTARY**

**HUTTO ISD
DOC KERLEY
ELEMENTARY**

**Tie in point
to Siena
MUD**

**Tie in point
to CORR**

Exhibit "A"

EXHIBIT B

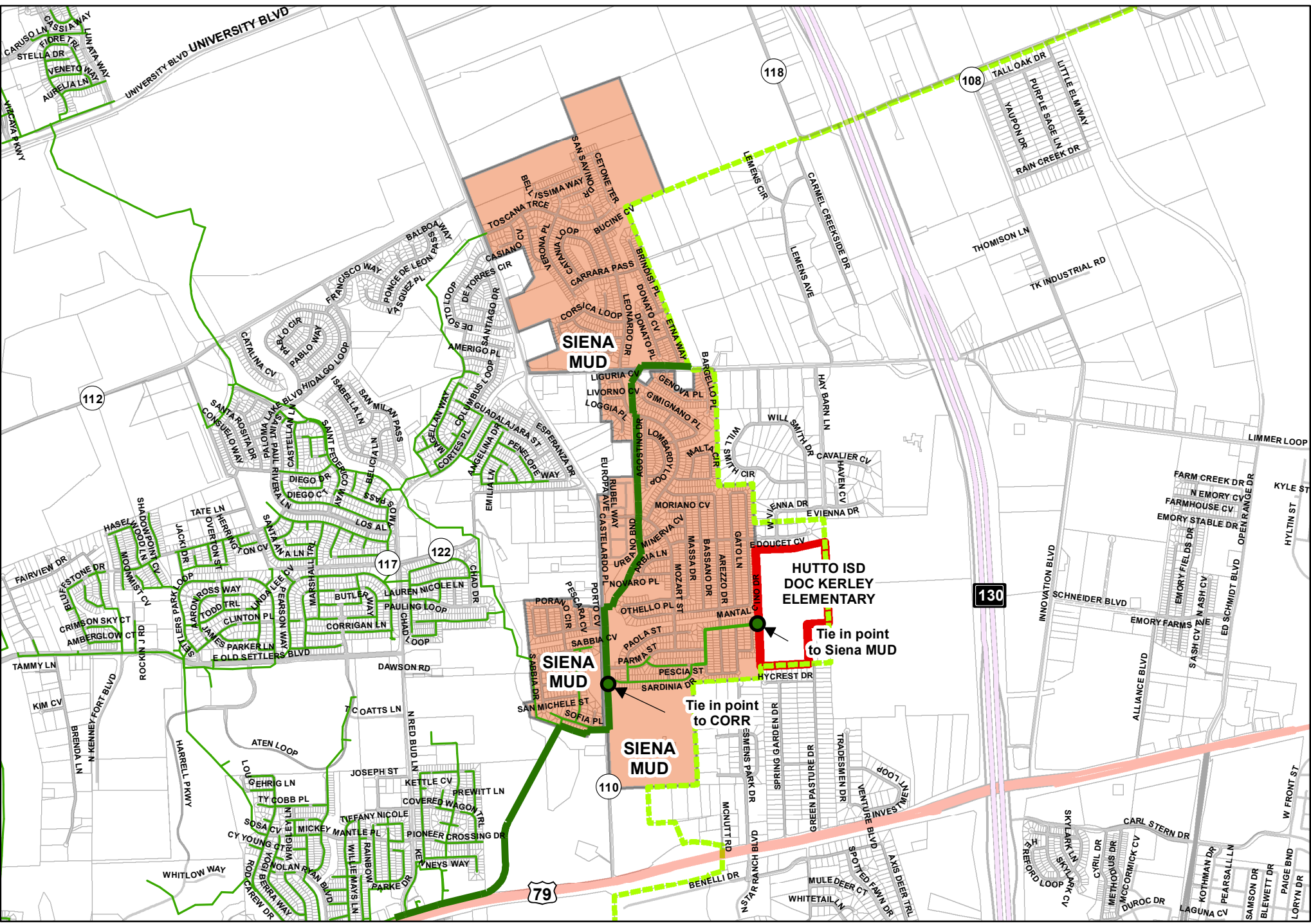
Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80

Sec. 4-80. - Furnishing of water, reuse water, and sewer services outside city limits.

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

shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
 - (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.



Date: 4/24/2019



— WASTEWATER LINE
- - - ROUND ROCK ETJ

HUTTO ISD DOC KERLEY ELEMENTARY PASS THROUGH WASTEWATER AGREEMENT





City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement for Transportation Purposes with Round Rock Ranch, Ltd. for a 3.98-acre tract of right-of-way and a 0.041-acre drainage easement parcel required for construction of the proposed Kenney Fort Boulevard roadway extension Project (Parcel 1).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$874,882.00

Indexes:

Attachments: Resolution, Exhibit A, Map 1, Map 2

Department: Transportation Department

Text of Legislative File 2019-0189

The PUA compensation of \$874,882 is equal to 100% the City's appraised value for the acquisition, and will be credited against any final negotiated payment or special commissioners award in condemnation. This agreement allows the City to take possession of the parcel for construction purposes when necessary, while allowing additional time for negotiations with the owner at a more leisurely pace. The agreement also sets the date of valuation for the acquisition at June 11, 2019, which is approximately the time period by which we could have set the value date by condemnation hearing if we had instead chosen to proceed more quickly with a lawsuit.

Cost: \$874,882.00

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

RESOLUTION NO. R-2019-0189

WHEREAS, the City desires to acquire a 3.98-acre tract of right-of-way and a 0.041-acre drainage easement parcel required for construction of the proposed Kenney Fort Boulevard Roadway Extension Project (Parcel 1); and

WHEREAS, Round Rock Ranch, Ltd., the owner of the property (“Owner”), has agreed to allow possession of said property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Possession and Use Agreement for Transportation Purposes with Round Rock Ranch, Ltd., a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

Form ROW-N-PUA
(12/12)
Replaces Form ROW-N-7
Page 1 of 5

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**STATE OF TEXAS**

§

Parcel No.: 1

COUNTY OF WILLIAMSON

§

Project: Kenney Fort Boulevard

§

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and ROUND ROCK RANCH, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to Kenney Fort Boulevard and related drainage and utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Projects. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of EIGHT HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-TWO and 00/100 Dollars (\$874,882.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee.

NPUA

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1835035-KFO effective February 4, 2019 by Independence Title/Title Resources Guaranty Company, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be June 11, 2019.
6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the Grantee will record this document.
14. Other conditions: N/A
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses without prior advance agreement between Grantor/Tenant and Grantee.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

ROUND ROCK RANCH, LTD.
a Texas limited partnership

By: COMMERCE TEXAS PROPERTIES, INC.
a Texas corporation, its General Partner

By: _____

Name: _____

Its: _____

[Signature]
Timothy Timmerman
PRESIDENT

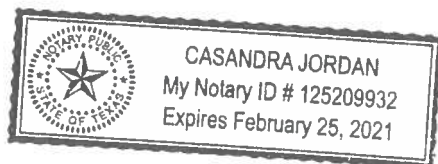
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19 day of March, 2019 by Cassandra Jordan in the capacity and for the purposes and consideration recited herein.

Tim Timmerman



Cassandra Jordan

Notary Public, State of Texas

Printed Name _____

My Commission Expires: _____

Cassandra Jordan

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2019 by
Craig Morgan, in the capacity and for the purposes and consideration recited herein.

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

EXHIBIT "A"
PARCEL 1

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
3.98 ACRE TRACT OF LAND OUT OF THE
ROUND ROCK REAL ESTATE TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 3.98 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 3.98 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set on the south right-of-way line of Forest Creek Drive (variable width right-of-way) and recorded in Document No. 2004012867 of the Official Public Records of said County, for the northwest corner **POINT OF BEGINNING** hereof;

THENCE with the south right-of-way line said Forest Creek Drive, the following two (2) courses and distances:

- 1) with the arc of a curve to the **right**, having a radius of **1,350.00 feet**, an arc length of **129.74 feet**, a central angle of **005° 30' 23"**, and a chord which bears, **North 85° 03' 04" East**, a distance of **129.69 feet** to a calculated point for a point of tangency hereof, and
- 2) **North 89° 29' 37" East**, a distance of **4.26 feet** to a calculated point on the east line of said 147.076 acre tract, for the northeast corner hereof;

THENCE with the common east line of said 147.076 acre tract and in part with the west line of Lot 86, Block A, The Preserve at Dyer Creek Final Plat Phase One, a subdivision plat recorded in Cabinet DD, Slides 274 – 276 of the Plat Records of said County, in part with the west line of a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, the following five (5) courses and distances:

- 1) **South 30° 10' 16" East**, a distance of **14.08 feet** to a 1/2-inch iron rod found for an angle point hereof,
- 2) **South 01° 42' 31" East**, a distance of **565.07 feet** to a 1/2-inch iron rod found for an angle point hereof,

- 3) **South 01° 43' 52" East**, a distance of **672.25 feet** to a 60d nail in fence post marked "SURVEY MARK LANDESIGN" found for the common southwest corner of said Lot 86 and the northwest corner of said 10.785 acre tract, for an angle point hereof,
- 4) **South 01° 41' 52 East**, a distance of **460.80 feet** to a 1/2-inch iron rod found for the common southwest corner of said 10.785 acre tract and the northwest corner of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, for an angle point hereof, and
- 5) **South 01° 41' 52 East**, a distance of **25.48 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the south corner hereof,

THENCE through the interior of said 147.076 acre tract, the following eight (8) courses and distances:

- 1) with the arc of a curve to the **right**, having a radius of **2,833.00 feet**, an arc length of **370.84 feet**, a central angle of **007° 30' 00"**, and a chord which bears, **North 14° 31' 48" West**, a distance of **370.58 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 2) **North 79° 13' 12" East**, a distance of **15.00 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an interior angle point hereof,
- 3) **North 10° 10' 35" West**, a distance of **59.37 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an interior angle point hereof,
- 4) **South 80° 25' 37" West**, a distance of **15.00 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a non-tangent point of curvature hereof,
- 5) with the arc of a curve to the **right**, having a radius of **2,833.00 feet**, an arc length of **357.77 feet**, a central angle of **007° 14' 08"**, and a chord which bears, **North 05° 57' 19" West**, a distance of **357.53 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 6) **North 01° 53' 44" West**, a distance of **740.37 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an angle point hereof,
- 7) **North 03° 00' 09" West**, a distance of **197.40 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an angle point hereof, and

- 8) **North 50° 44' 17" West**, a distance of **21.53 feet** to the **POINT OF BEGINNING** and containing 3.98 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

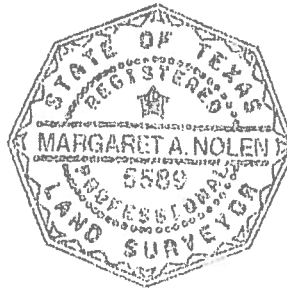
This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during October, 2018.



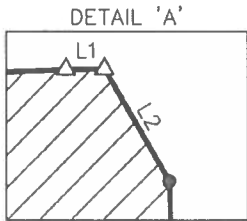
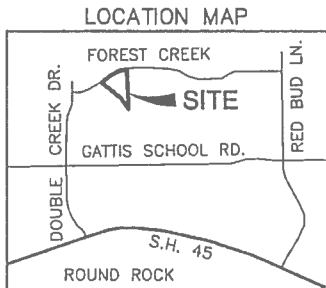
Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603



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EXHIBIT "A"
PARCEL 1

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 3.98 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



LEGEND

- = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- = 60d NAIL IN FENCE POST MARKED "SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "C.O.R.R. R.O.W." SET
- R.O.W. = RIGHT-OF-WAY
- P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- () = RECORD INFORMATION

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

CALLED 147.076 ACRES
ROUND ROCK REAL ESTATE
INVESTMENTS, LTD.
TRACT 3
VOL. 2418, PAGE 51
O.R.W.C.T.

P. A. HOLDER SURVEY
ABSTRACT NO. 297

FIELD NOTE
POINT OF
BEGINNING

SEE DETAIL 'D'

FOREST CREEK DRIVE
(VARIABLE WIDTH R.O.W.)

SEE DETAIL 'A'

SCALE: 1" = 300'

LOT 86, BLOCK A
THE PRESERVE AT DYER CREEK
FINAL PLAT PHASE ONE
CAB. DD, SL. 274-276
P.R.W.C.T.

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
3.98 ACRES

CALLLED 10.785 ACRES
BRIAN JAMES GRAVER AND
SHEILA JOY OFFUTT
DOC. NO. 2004060159
O.P.R.W.C.T.

CALLLED 11.12 ACRES
JOHN N. PAUL
DOCUMENT NO. 9867726
O.P.R.W.C.T.



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

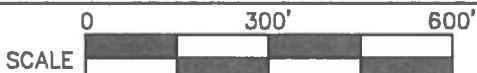


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589

4 OF 5



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PLAT NO. A-5136

DRAFT DATE 10/22/2018

DRAWN BY MAN

WORK ORDER NO. 1500603

FIELDBOOK

303

TAB # A-5136

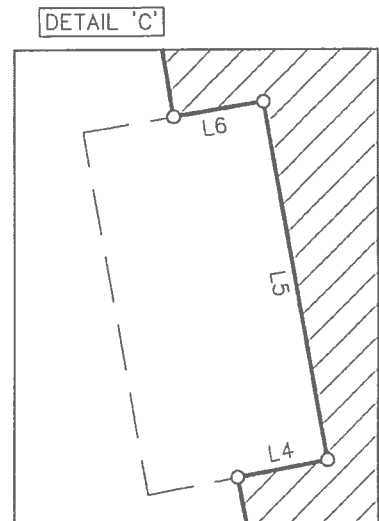
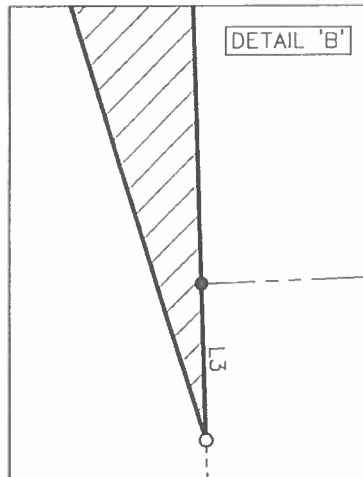
DIGITAL FILE 1500603R PARCEL 1R2

F/N # 1500603R PARCEL 1R2

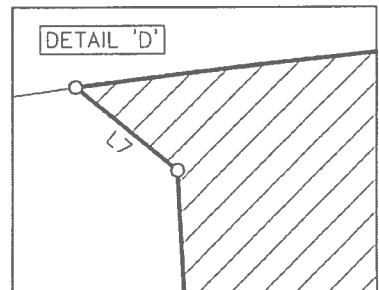
EXHIBIT "A" PARCEL 1

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 3.98 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°29'37" E	4.26'
L2	S 30°10'16" E	14.08'
L3	S 01°41'52" E	25.48'
L4	N 79°13'12" E	15.00'
L5	N 10°10'35" W	59.37'
L6	S 80°25'37" W	15.00'
L7	N 50°44'17" W	21.53'
(L1)	(N 87°48'15" E)	(4.21')
(L2)	(N 30°10'16" E)	(14.08')



CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C-1	1350.00'	129.74'	005°30'23"	N 85°03'04" E	129.69'
C-2	2833.00'	370.84'	007°30'00"	N 14°31'48" W	370.58'
C-3	2833.00'	357.77'	007°14'08"	N 05°57'19" W	357.53'



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

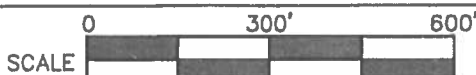
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



5 OF 5



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PLAT NO. A-5136 DRAFT DATE 10/22/2018 DRAWN BY MAN
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5136
DIGITAL FILE 1500603R PARCEL 1R2 F/N # 1500603R PARCEL 1R2

EXHIBIT "B"
PARCEL 1 - DRAINAGE EASEMENT

30-FOOT WIDE PERMANENT DRAINAGE EASEMENT

METES AND BOUNDS DESCRIPTION OF A
0.041 ACRE TRACT OF LAND OUT OF THE
ROUND ROCK REAL ESTATE TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.041 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 0.041 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set on a curve of the proposed west right-of-way line of Kenney Fort Boulevard, in the interior of said 147.076 acre tract, from which a 1/2-inch iron rod found at the southwest corner of the a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, and the northwest corner of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, bears South 79° 13' 12" West, a distance of 15.00 feet, THENCE with the arc of said curve to the left, having a radius of 2,833.00 feet, an arc length of 370.84 feet, a central angle of 07° 30' 00", and a chord which bears, South 14° 31' 48" East, a distance of 370.58 feet, THENCE North 01° 41' 52" West, a distance of 25.48 feet, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE through the interior of said 147.076 acre tract, the following four (4) courses and distances:

- 1) departing said Kenney Fort Boulevard right-of-way, **South 79° 13' 12" West**, passing a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set at a distance of 15.00 on the south line hereof and continuing for a total distance of **30.00 feet** to a calculated point at a non-tangent point of curvature, for the southwest corner hereof,
- 2) with the arc of a curve to the **right**, having a radius of **2,848.00 feet**, an arc length of **60.00 feet**, a central angle of **01° 12' 26"**, and a chord which bears,

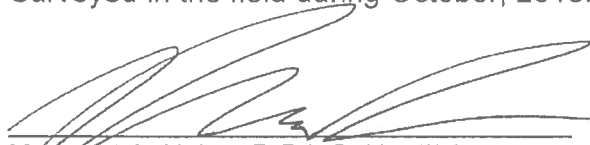
North 10° 10' 35" West, a distance of **60.00 feet** to a calculated point, for the northwest corner hereof,

- 3) **North 80° 25' 37" East**, passing a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set at a distance of 15.00 on the north line hereof and continuing for a total distance of **30.00 feet** to a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set, at a non-tangent point of curvature for the northeast corner hereof, and
- 4) with the arc of a curve to the **left**, having a radius of **2,818.00 feet**, an arc length of **59.37 feet**, a central angle of **01° 12' 26"**, and a chord which bears, **South 10° 10' 35" East**, a distance of **59.37 feet** to the **POINT OF BEGINNING** and containing 0.041 acre of land and based on the survey and exhibit drawing made by CP&Y, Inc.

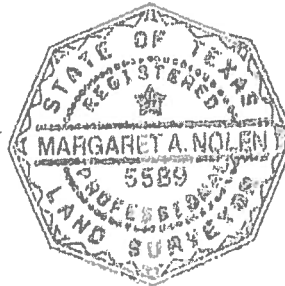
This metes and bounds description is accompanied by an exhibit drawing.

Basis of Bearings: Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '93), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during October, 2018.

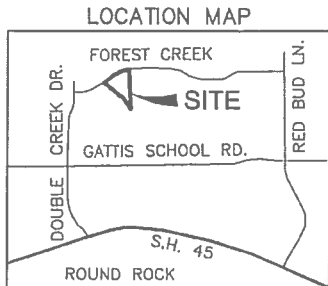


Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603



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EXHIBIT "B"
DRAINAGE EASEMENT
(30-FOOT WIDE DRAINAGE EASEMENT)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.041 ACRE TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



P. A. HOLDER SURVEY
ABSTRACT NO. 297

CALLED 147.076 ACRES
ROUND ROCK REAL ESTATE
INVESTMENTS, LTD.
TRACT 3
VOL. 2418, PAGE 51
O.R.W.C.T.

FOREST CREEK DRIVE
(VARIABLE WIDTH R.O.W.)

SCALE: 1" = 300'

LOT 86, BLOCK A
THE PRESERVE
AT DYER CREEK
FINAL PLAT PHASE ONE
CAB. DD, SL. 274-276
P.R.W.C.T.

LEGEND

- = 1/2" IRON ROD FOUND
- ▲ = 60d NAIL IN FENCE POST MARKED
"SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP
STAMPED "C.O.R.R. R.O.W." SET
- △ = CALCULATED POINT

R.O.W. = RIGHT-OF-WAY

P.R.W.C.T. = PLAT RECORDS WILLIAMSON COUNTY,
TEXAS

O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON
COUNTY, TEXAS

O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS
AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE
COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S
CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

DRAINAGE EASEMENT
0.041 ACRE

SEE DETAIL "B"

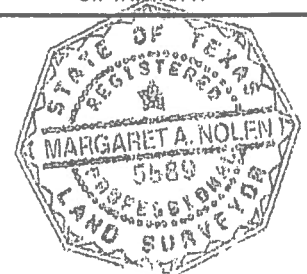
FIELD NOTE
POINT OF
BEGINNING

CALLLED 10.785 ACRES
BRIAN JAMES GRAVER AND
SHEILA JOY OFFUTT
DOC. NO. 2004060159
O.P.R.W.C.T.

CALLLED 11.12 ACRES
JOHN N. PAUL
DOCUMENT NO. 9867726
O.P.R.W.C.T.



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

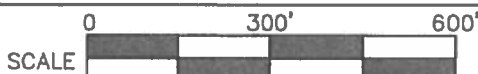


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:
OCTOBER, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589

3 OF 4



PLAT NO. A-5165 DRAFT DATE 10/25/2018 DRAWN BY DLM
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5165
DIGITAL FILE 1500603R DE R1 F/N # 1500603R PARCEL 1 DE R1

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המחברת מודה לפרופ' ד"ר יעקב גולדברג, מנהל המכון ללימודי יהדות, לשלום ופריחה, על שיתוף הפעולה והסיוע במחקר.

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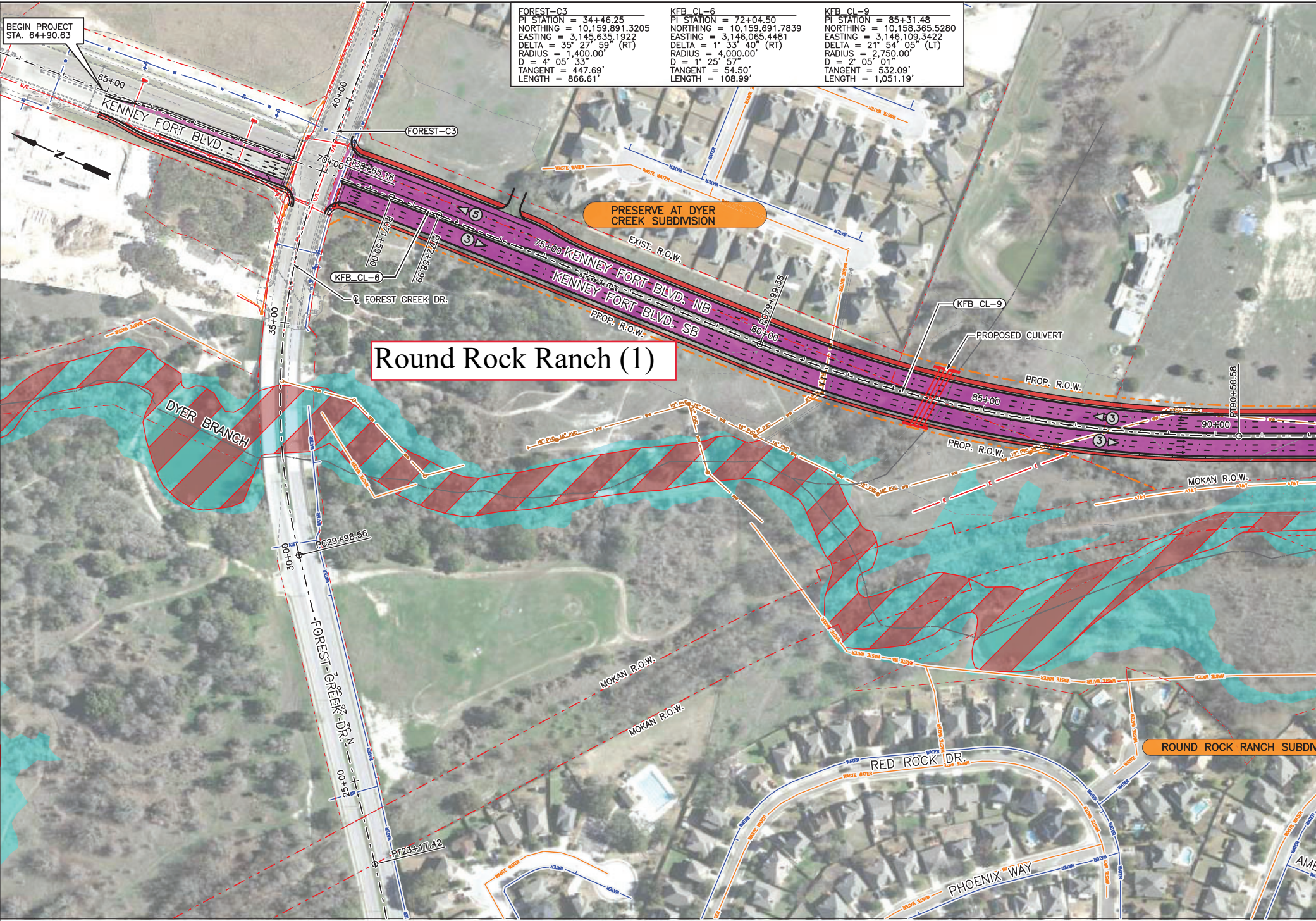
BEGIN PROJECT
STA. 64+90.63

FOREST-C3
PI STATION = 34+46.25
NORTHING = 10,159,891.3205
EASTING = 3,145,635.1922
DELTA = 35° 27' 59" (RT)
RADIUS = 1,400.00'
D = 4' 05" 33"
TANGENT = 447.69'
LENGTH = 866.61'

KFB_CL-6
PI STATION = 72+04.50
NORTHING = 10,159,691.7839
EASTING = 3,146,065.4481
DELTA = 1° 33' 40" (RT)
RADIUS = 4,000.00'
D = 1' 25' 57"
TANGENT = 54.50'
LENGTH = 108.99'

KFB_CL-9
PI STATION = 85+31.48
NORTHING = 10,158,365.5280
EASTING = 3,146,109.3422
DELTA = 21° 54' 05" (LT)
RADIUS = 2,750.00'
D = 2' 05" 01"
TANGENT = 532.09'
LENGTH = 1,051.19'

Round Rock Ranch (1)







City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.137-acre tract of land from property owned by Compass Bank required for the proposed Gattis School Road Improvement Project, and take other appropriate action (Parcel 18).

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2019-0191

The landowners have made no substantive response to our initial offer letter (12.21.18) or our final offer letter (3.13.19) correspondence. We also sent an additional follow up status request letter to the branch manager at the subject bank site on 4.5.19 with no response to date.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of certain roadway and utility improvements in connection to the Gattis

School Road Project: a 0.137-acre tract of land from property owned by Compass Bank, as described in Exhibit A of the resolution.”

RESOLUTION NO. R-2019-0191

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

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Gattis School Road, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 0.137 acre (Parcel 18) of land located in Williamson County, Texas and more particularly described by metes and bounds and on the plat to accompany parcel description in Exhibit "A" attached hereto, such property being owned by **COMPASS BANK, an Alabama banking corporation** (the "Property"), for the public use of construction, reconstruction, widening, maintaining, and operating of the Gattis School Road roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; 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 and its citizens to construct and maintain roadway and utility improvements in the City, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to 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 an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City 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 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

01-03-2018
Page 1 of 4

County: Williamson
Parcel : 18
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 18

DESCRIPTION OF A 0.137 ACRE (5,975 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 6, BLOCK "A" (0.977 ACRES), STONECREST RETAIL SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO COMPASS BANK RECORDED IN DOCUMENT NO. 2002071224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.137 ACRE (5,975 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 220.23 feet left of proposed Gattis School Road Baseline Station 173+60.80, being the northwesterly corner of said Lot 6, same being an ell corner in the southerly boundary line of Lot 7, Block "A" of said Stonecrest Retail Subdivision;

THENCE, with the common boundary line of said Lot 6 and said Lot 7, S 03°00'10" E, for a distance of 146.41 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155127.96, E=3152491.67 TxSPC Zone 4203) set 76.38 feet left of proposed Gattis School Road Baseline Station 173+88.00 in the proposed northerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 7, with said proposed northerly ROW line, through the interior of said Lot 6, the following three (3) courses:

- 1) S 80°45'13" E, for a distance of 152.17 feet to an iron rod with aluminum cap stamped "ROW 4933" set 72.29 feet left of proposed Gattis School Road Baseline Station 175+40.12, for an angle point;
- 2) S 74°02'17" E, for a distance of 47.49 feet to an iron rod with aluminum cap stamped "ROW 4933" set 65.47 feet left of proposed Gattis School Road Baseline Station 175+87.12, for a point of curvature of a non-tangent curve to the left;
- 3) Along said non-tangent curve, having a delta angle of 00°36'51", a radius of 1934.53 feet, an arc length of 20.74 feet and a chord which bears S 82°36'03" E, for a distance of 20.74 feet to an iron rod with aluminum cap stamped "ROW 4933" set 65.47 feet left of proposed Gattis School Road Baseline Station 176+08.56, being in the easterly boundary line of said Lot 6, same being in the westerly boundary line of Lot 2, Block "A" said Stonecrest Retail Subdivision, for the northeasterly corner of the herein described tract, and from which, a 1/2" iron rod with plastic cap (unreadable) found, being the northeasterly corner of said Lot 6, an ell corner in said westerly boundary line of Lot 2 and also being in the southerly boundary line of said Lot 7, bears N 02°30'14" W, at a distance of 196.07 feet;
- 4) THENCE, departing said proposed northerly ROW line, with the common boundary line of said Lot 6 and said Lot 2, S 02°30'14" E, for a distance of 20.13 feet to an "X" found cut in concrete in the existing northerly ROW line of Gattis School Road (ROW width varies), being the southeasterly corner of said Lot 6, same being the southwesterly corner of said Lot 2, for the southeasterly corner of the herein described tract, and from which, an "X" found cut in concrete in said existing ROW line of Gattis School Road, being the southeasterly corner of said Lot 2 bears S 84°05'47" E, at a distance of 39.48 feet;

THENCE, departing said Lot 2, with said existing ROW line, same being the southerly boundary line of said Lot 6, the following two (2) courses:

- 5) N 84°09'16" W, for a distance of 60.66 feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found;

- 6) N 81°27'03" W, for a distance of 157.09 feet to an "X" found cut in concrete, being the southwesterly corner of said Lot 6, same being an ell corner in the southerly boundary line of Lot 7, for the southwesterly corner of the herein described tract, and from which, an "X" found cut in concrete in said existing northerly ROW line, being an ell corner in the southerly boundary line of said Lot 7, same being the southeasterly corner of Lot 8, Block "A" said Stonecrest Retail Subdivision bears N 81°40'14" W, at a distance of 50.98 feet;
- 7) THENCE, departing said existing ROW line, with the common boundary line of said Lot 7 and said Lot 6, N 03°00'10" W, for a distance of 30.80 feet to the POINT OF BEGINNING, containing 0.137 acre (5,975 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

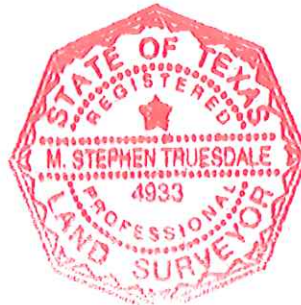
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

30 MAR 2018

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

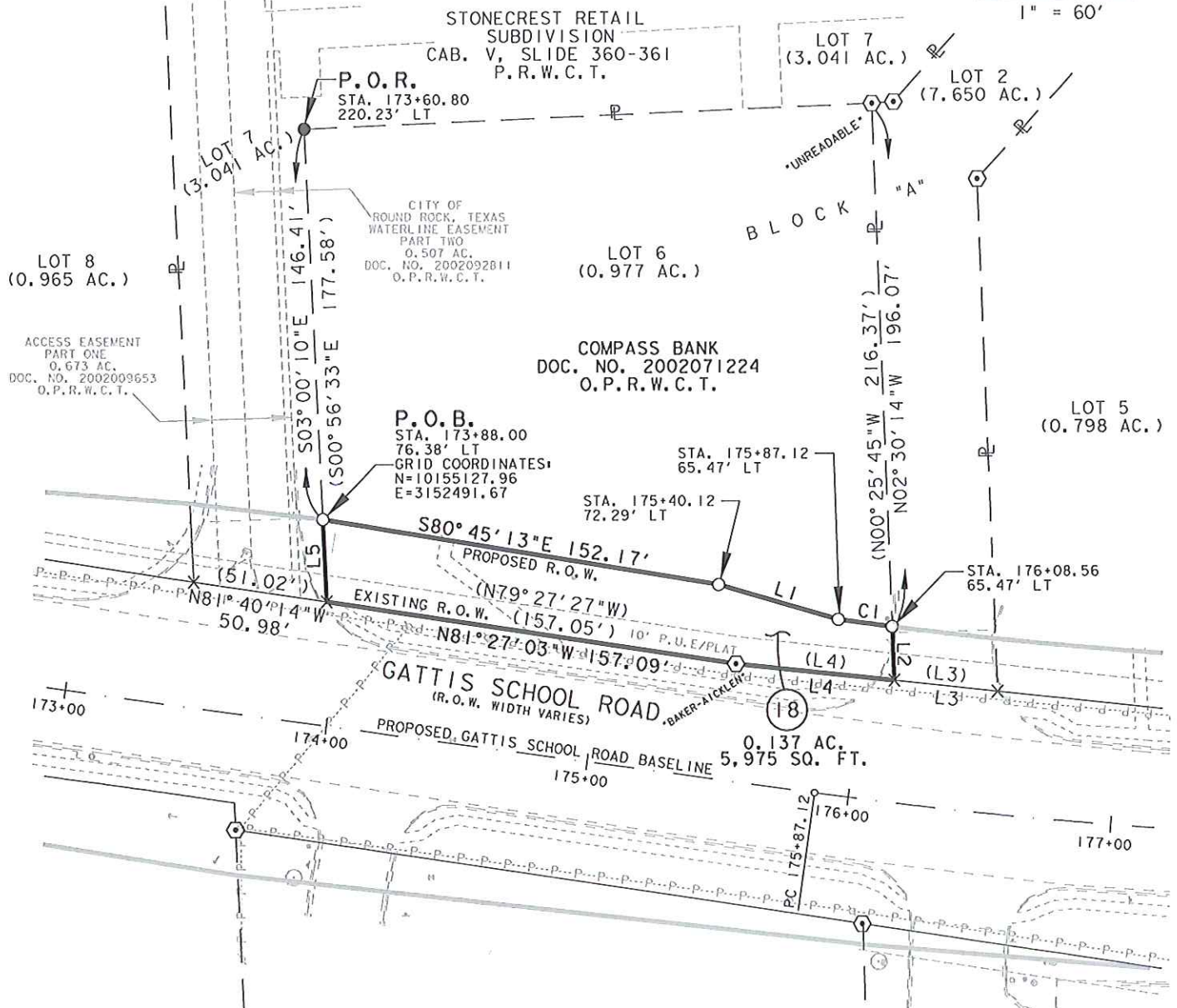
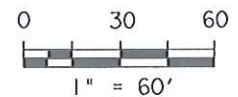
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/03/18
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	S74°02'17"E	47.49'
L2	S02°30'14"E	20.13'
L3	S84°05'47"E	39.48'
(L3)	(N81°59'28"W)	(39.43')
L4	N84°09'16"W	60.66'
(L4)	(N81°59'28"W)	(60.74')
L5	N03°00'10"W	30.80'

SAMUEL JENKINS SURVEY
ABSTRACT NO. 347

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	00°36'51"	1934.53'	20.74'	20.74'	S82°36'03"E



PARCEL PLAT SHOWING PROPERTY OF

COMPASS BANK

PARCEL 18

SCALE

1" = 60'

PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/03/18
PAGE 4 OF 4

LEGEND

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊛	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↯	DENOTES COMMON OWNERSHIP
×	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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



M. Stephen Truesdale 30 MAR 2018
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

	ACRES	SQUARE FEET
ACQUISITION	0.137	5,975
CALC/DEED AREA	0.977	42,558
REMAINDER AREA	0.840	36,583



PARCEL PLAT SHOWING PROPERTY OF

COMPASS BANK

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 18



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Contract with Pro Dirt Services, LLC for the Red Bud Right Turn Lane at Highway 79 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$676,837.30

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

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

Department: Transportation Department

Text of Legislative File 2019-0193

The City of Round Rock is an ever expanding city with more than 1,150 lane miles of roadways to maintain and develop with the growth over time. In order to develop better flowing traffic movements, the City is implementing improvements to intersections and stretches of roadway across our jurisdiction.

One of these improvements is the North Red Bud Lane Right Turn Lane at Palm Valley Blvd. The expansion of this intersection will not only allow for better anticipated traffic flow, but also give a tie in for upcoming projects to expand Red Bud Lane in the near future. This project includes drainage improvements, roadway expansion, hot mix asphalt and concrete work.

Bid's for the above referenced project were opened on April 2nd, 2019 at 2:00pm. Four (4) responsive bid proposals were received. The bids were opened and read aloud. Each submittal was checked for the inclusion of the Statement of Bidder's Safety Experience and bid guarantee. The bid prices ranged from \$676,837.30 to \$1,044,463.00.

Pro Dirt Services, LLC: \$676,837.30
Smith Contracting Co., Inc.: \$725,675.80
Aaron Concrete Contractors, LP: \$850,989.30
Patin Construction, LLC: \$1,044,463.00

Pro Dirt Services, LLC is the apparent low bidder. Based upon review of the Bid Tabulation, the Transportation Department recommends the City of Round Rock approval of award to Pro Dirt Services, LLC in the amount of \$676,837.30.

Cost: \$676,837.30

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0193

WHEREAS, the City of Round Rock has duly advertised for bids for the Red Bud Right Turn Lane at Highway 79 Project; and

WHEREAS, Pro Dirt Services, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Pro Dirt Services, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Pro Dirt Services, LLC for the Red Bud Right Turn Lane at Highway 79 Project.

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

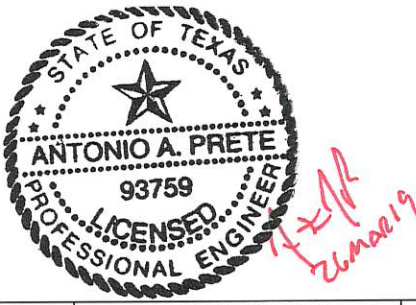
RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

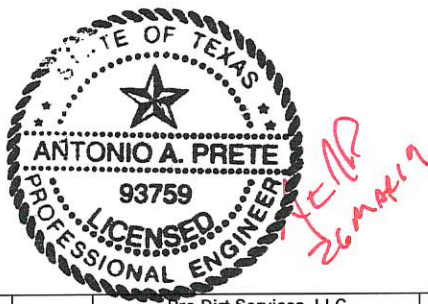
Project: Red Bud Right Turn Lane @ 79
Description: Street Improvements
Owner: City of Round Rock
Job Number: 010-017
Bid Date: March 12th, 2019
Project Location: Round Rock, Williamson County, Texas



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

BID TAB				Pro Dirt Services, LLC		Smith Constructing Co., Inc.		Aaron Concrete Contractors, LP		Patin Construction, LLC	
				Addendum	X	Addendum	X	Addendum	X	Addendum	X
				Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X
				Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Total Mobilization Payment, complete in place,	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00
2	Capital Improvement Sign, complete in place,	1	EA	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
3	Barricades, Signs & Traffic Handling, complete in place,	4	MO	\$ 3,500.00	\$ 14,000.00	\$ 2,500.00	\$ 10,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	\$ 10,000.00
4	Silt Fence for Erosion Control, complete in place,	729	LF	\$ 4.00	\$ 2,916.00	\$ 2.00	\$ 1,458.00	\$ 3.00	\$ 2,187.00	\$ 3.00	\$ 2,187.00
5	Rock Berm, Complete in place,	126	LF	\$ 30.00	\$ 3,780.00	\$ 25.00	\$ 3,150.00	\$ 22.00	\$ 2,772.00	\$ 35.00	\$ 4,410.00
6	Revegetation Block Sodding, Complete in place,	3,308	SY	\$ 7.50	\$ 24,810.00	\$ 10.50	\$ 34,734.00	\$ 5.00	\$ 16,540.00	\$ 8.00	\$ 26,464.00
7	Preparing of Right of Way, Complete in place	12	STA	\$ 1,000.00	\$ 11,530.00	\$ 5,500.00	\$ 63,415.00	\$ 4,000.00	\$ 46,120.00	\$ 4,500.00	\$ 51,885.00
8	Unclassified Street Excavation, Plan Quantity, Complete in Place, (Reference Technical Specifications, ITEM 6-"City of Round Rock Standard Specifications Modifications"),	209	CY	\$ 125.00	\$ 26,125.00	\$ 50.00	\$ 10,450.00	\$ 100.00	\$ 20,900.00	\$ 105.00	\$ 21,945.00
9	Hot Mix Asphaltic Concrete, (Type B) (PG 64-22), Complete in Place	700	TON	\$ 95.00	\$ 66,500.00	\$ 120.00	\$ 84,000.00	\$ 150.00	\$ 105,000.00	\$ 150.00	\$ 105,000.00
10	Hot Mix Asphaltic Concrete, (Type C) (PG 70-22), Complete in Place	314	TON	\$ 120.00	\$ 37,680.00	\$ 130.00	\$ 40,820.00	\$ 170.00	\$ 53,380.00	\$ 150.00	\$ 47,100.00
11	4" Top Soil, complete in place	3,308	SY	\$ 4.00	\$ 13,232.00	\$ 3.00	\$ 9,924.00	\$ 3.50	\$ 11,578.00	\$ 10.00	\$ 33,080.00
12	P.C. Concrete Curb & Gutter, (TY 2), Complete in place,	2,084	LF	\$ 18.00	\$ 37,512.00	\$ 18.00	\$ 37,512.00	\$ 36.00	\$ 75,024.00	\$ 25.00	\$ 52,100.00
13	P.C. Concrete Driveway, Complete in Place	258	SY	\$ 85.00	\$ 21,930.00	\$ 90.00	\$ 23,220.00	\$ 100.00	\$ 25,800.00	\$ 81.00	\$ 20,898.00
14	P.C. Concrete Sidewalk, (4" Thick), complete in place,	178	SY	\$ 49.50	\$ 8,811.00	\$ 56.00	\$ 9,968.00	\$ 92.00	\$ 16,376.00	\$ 63.00	\$ 11,214.00
15	P.C. Concrete Curb Ramp, (Type 5), complete in place,	1	EA	\$ 1,750.00	\$ 1,750.00	\$ 1,800.00	\$ 1,800.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00

Project: Red Bud Right Turn Lane @ 79
Description: Street Improvements
Owner: City of Round Rock
Job Number: 010-017
Bid Date: March 12th, 2019
Project Location: Round Rock, Williamson County, Texas



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

BID TAB				Pro Dirt Services, LLC		Smith Constructing Co., Inc.		Aaron Concrete Contractors, LP		Patin Construction, LLC	
				Addendum		Addendum		Addendum		Addendum	
				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
				Safety Exp		Safety Exp		Safety Exp		Safety Exp	
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
16	Embankment, Plan Quantity, Complete in Place (Reference Technical Specifications, ITEM 6 - "City of Round Rock Standard Specifications Modifications")	722	CY	\$ 55.00	\$ 39,710.00	\$ 40.00	\$ 28,880.00	\$ 52.00	\$ 37,544.00	\$ 105.00	\$ 75,810.00
17	P.C. Concrete SETB-PD Type I (3:1), Complete in Place	3	EA	\$ 5,400.00	\$ 16,200.00	\$ 10,000.00	\$ 30,000.00	\$ 19,000.00	\$ 57,000.00	\$ 7,500.00	\$ 22,500.00
18	4' x 2' Concrete Box Culvert, including excavation bedding, backfill, subgrade prep, and all appurtenances, Complete in Place	100	LF	\$ 300.00	\$ 30,000.00	\$ 295.00	\$ 29,500.00	\$ 450.00	\$ 45,000.00	\$ 500.00	\$ 50,000.00
19	8' x 3' Concrete Box Culvert, including excavation bedding, backfill, subgrade prep, and all appurtenances, Complete in Place	260	LF	\$ 435.00	\$ 113,100.00	\$ 572.00	\$ 148,720.00	\$ 590.00	\$ 153,400.00	\$ 840.00	\$ 218,400.00
20	P.C. Concrete Trickle Channel, Complete in Place	182	SY	\$ 68.00	\$ 12,376.00	\$ 88.00	\$ 16,016.00	\$ 120.00	\$ 21,840.00	\$ 91.00	\$ 16,562.00
21	Trench Safety, Complete in Place	360	LF	\$ 5.00	\$ 1,800.00	\$ 5.00	\$ 1,800.00	\$ 3.00	\$ 1,080.00	\$ 3.05	\$ 1,098.00
22	Eliminating Existing Pavement, Making & Markers, (Striping), Complete in Place	2,508	LF	\$ 1.25	\$ 3,135.00	\$ 1.10	\$ 2,758.80	\$ 0.80	\$ 2,006.40	\$ 1.00	\$ 2,508.00
23	Eliminating Existing Pavement, Makings & Markers, (Word) Complete in Place	8	EA	\$ 150.00	\$ 1,200.00	\$ 125.00	\$ 1,000.00	\$ 80.00	\$ 640.00	\$ 250.00	\$ 2,000.00
24	Eliminating Existing Pavement, Makings & Markers, (Arrow) Complete in Place	9	EA	\$ 150.00	\$ 1,350.00	\$ 125.00	\$ 1,125.00	\$ 70.00	\$ 630.00	\$ 250.00	\$ 2,250.00
25	Thermoplastic Pavement Marking, (TY 1)(W)(SLD)(4")(090MIL), complete in place	2,393	LF	\$ 3.50	\$ 8,375.50	\$ 2.75	\$ 6,580.75	\$ 0.80	\$ 1,914.40	\$ 5.00	\$ 11,965.00
26	Thermoplastic Pavement Marking, (TY 1)(W)(BRKN)(4")(090MIL), complete in place	350	LF	\$ 3.35	\$ 1,172.50	\$ 2.75	\$ 962.50	\$ 0.80	\$ 280.00	\$ 5.00	\$ 1,750.00
27	Thermoplastic Pavement Marking, (TY 1)(Y)(DBL)(4")(090MIL), complete in place	25	LF	\$ 50.00	\$ 1,250.00	\$ 5.50	\$ 137.50	\$ 0.80	\$ 20.00	\$ 8.00	\$ 200.00

Project: Red Bud Right Turn Lane @ 79
Description: Street Improvements
Owner: City of Round Rock
Job Number: 010-017
Bid Date: March 12th, 2019
Project Location: Round Rock, Williamson County, Texas



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

BID TAB				Pro Dirt Services, LLC		Smith Constructing Co., Inc.		Aaron Concrete Contractors, LP		Patin Construction, LLC	
				Addendum	X	Addendum	X	Addendum	X	Addendum	X
				Bid Bond	X	Bid Bond	X	Bid Bond	X	Bid Bond	X
				Safety Exp	X	Safety Exp	X	Safety Exp	X	Safety Exp	X
Bid Item		Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
28	Thermoplastic Pavement Marking, (TY 1)(Y)(SLD)(4")(090MIL), complete in place	269	LF	\$ 5.00	\$ 1,345.00	\$ 2.75	\$ 739.75	\$ 0.80	\$ 215.20	\$ 5.00	\$ 1,345.00
29	Thermoplastic Pavement Marking, (TY 1)(W)(SLD)(12")(090MIL), complete in place	109	LF	\$ 10.00	\$ 1,090.00	\$ 8.50	\$ 926.50	\$ 1.70	\$ 185.30	\$ 13.00	\$ 1,417.00
30	Thermoplastic Pavement Marking, (TY 1)(W)(SLD)(24")(090MIL), complete in place	133	LF	\$ 14.10	\$ 1,875.30	\$ 16.00	\$ 2,128.00	\$ 9.00	\$ 1,197.00	\$ 25.00	\$ 3,325.00
31	Thermoplastic Pavement Marking, (Arrow) (TY 1)(W)(SLD)(090MIL), complete in place	13	EA	\$ 150.00	\$ 1,950.00	\$ 175.00	\$ 2,275.00	\$ 220.00	\$ 2,860.00	\$ 375.00	\$ 4,875.00
32	Thermoplastic Pavement Marking, (Word) (TY 1)(W)(SLD)(090MIL), complete in place	13	EA	\$ 200.00	\$ 2,600.00	\$ 225.00	\$ 2,925.00	\$ 280.00	\$ 3,640.00	\$ 375.00	\$ 4,875.00
33	Traffic Signs, Including Appurtenances, Complete in place	9	EA	\$ 750.00	\$ 6,750.00	\$ 750.00	\$ 6,750.00	\$ 690.00	\$ 6,210.00	\$ 850.00	\$ 7,650.00
34	VIVDS Camera Assembly, Complete in place	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,800.00	\$ 3,800.00	\$ 3,300.00	\$ 3,300.00	\$ 6,500.00	\$ 6,500.00
35	VIVDS Communication Cable (Coaxial), Complete in place	200	LF	\$ 7.00	\$ 1,400.00	\$ 6.00	\$ 1,200.00	\$ 6.00	\$ 1,200.00	\$ 25.00	\$ 5,000.00
36	Foundations for Traffic, Controls Devices, Complete in place	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 9,100.00	\$ 9,100.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
37	Manhole Ajustment, Complete in place	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00
38	Relocate Small Roadside, Sign Assemblies, Complete in place	13	EA	\$ 750.00	\$ 9,750.00	\$ 500.00	\$ 6,500.00	\$ 440.00	\$ 5,720.00	\$ 900.00	\$ 11,700.00
39	Remove Small Roadside, Sign Assemblies, Complete in place	5	EA	\$ 750.00	\$ 3,750.00	\$ 300.00	\$ 1,500.00	\$ 170.00	\$ 850.00	\$ 250.00	\$ 1,250.00
40	Portable Changeable, Message Sign, Complete in place	508	DAY	\$ 129.00	\$ 65,532.00	\$ 75.00	\$ 38,100.00	\$ 60.00	\$ 30,480.00	\$ 250.00	\$ 127,000.00
41	Plant Replacement, Complete in place	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
Total BASE Bid Amount (Base Bid Items 1 thru 41)				\$ 676,837.30		\$ 725,675.80		\$ 850,989.30		\$ 1,044,463.00	

Engineer's Estimate: \$ 668,233.62

NOTE: YELLOW HIGHLIGHTED AREAS IDENTIFY MATHEMATICAL ERRORS IN BID TAB FROM BIDDER



WAELTZ & PRETE, INC.
CIVIL ENGINEERS

April 10, 2019

Mr. Gary Hudder
Transportation Director
City of Round Rock
2008 Enterprise Dr.
Round Rock, TX 78664

Re: Red Bud Right Turn Lane @ HWY 79

Dear Mr. Hudder,

As you are aware, bids were received on March 12, 2019 for the above referenced project. A total of four (4) bids were received.

Pro Dirt Services, LLC has completed public works projects for other Municipalities with a similar scope. Based upon their supplied references and submission of a competitive bid, we recommend award to Pro Dirt Services, LLC in the amount of \$676,837.30.

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

Sincerely,

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



Digitally signed by Antonio
A. Prete
DN: C=US,
E=aprete@waeltzandprete.com,
O=Waeltz & Prete, Inc.,
OU=TX Firm Reg: F-10308,
CN=Antonio A. Prete
Date: 2019.04.10
18:35:22 -0500

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:
2019-485447

Date Filed:
05/02/2019

Date Acknowledged:

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

ProDirt Services, LL
Hutto, TX United States

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

City of Round Rock

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

0000000
Excavation/Site Work for Turn Lane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dill, Tony	Hutto, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Tony Dill, and my date of birth is 9-2-87.

My address is 3111 CR 100, Hutto, TX, 78634, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 2nd day of May, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Contract with Battery Warehouse for the 2016 CDBG Sidewalk Project - Greenhill Subdivision.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$120,973.00

Indexes: CDBG HUD Entitlement Grants

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

Department: Transportation Department

Text of Legislative File 2019-0194

The 2016 CDBG Sidewalks-Greenhill Subdivision Project is the second phase of sidewalk construction within the Greenhill Subdivision. The first phase of the project installed sidewalks on Aberdeen Drive, Bradmore Drive, Denfield Drive, Barrhall Drive, and Ameswood Drive. The current project will continue with sidewalk installation along the west sides of Cameo Drive, Easton Drive, and Farnsworth Drive. Several driveway approaches will be reconstructed as part of the project to ensure that the cross slope across the driveway will meet the requirements of Americans with Disabilities Act (ADA). Driveways with cross slopes that currently comply with ADA do not need to be reconstructed and will remain as they are today.

Funds for the project are provided through Community Development Block Grants administered by the U.S. Department of Housing and Urban Development (HUD).

A total of ten (10) sealed bids were received and opened on April 2, 2019 for constructing the project. The bids ranged from \$120,973.00 to \$302,746.10. Battery Warehouse from McAllen, Texas, submitted the lowest bid in the amount of \$120,973.00. Three references provided by the contractor were contacted to confirm their qualifications and experience. The Transportation Department recommends awarding the construction contract to Battery Warehouse in the amount of \$120,973.00.

Cost: \$120,973.00

Source of Funds: CDBG HUD Entitlement Grants

RESOLUTION NO. R-2019-0194

WHEREAS, the City of Round Rock has duly advertised for bids for the 2016 CDBG Sidewalk Project – Greenhill Subdivision; and

WHEREAS, Battery Warehouse has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Battery Warehouse, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Battery Warehouse for the 2016 CDBG Sidewalk Project – Greenhill Subdivision.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

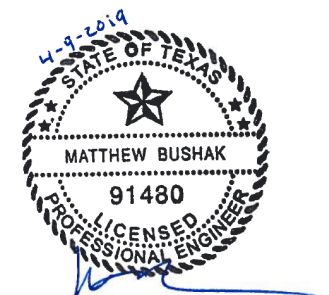
THE CITY OF ROUND ROCK**Transportation Department**

2008 Enterprise Drive

Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED**BY : Matthew Bushak****DATE : 4/2/2019****BID TABULATION****SHEET: 1 of 2**

CONTRACT :				DeNucci Constructors, LLC		Alpha Paving		WLE		Greater Austin Development	
2016 CDBG Sidewalk Project - Greenhill Subdivision											
LOCATION : 2008 Enterprise Dr, Round Rock				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 4/2/2019				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4"), complete in place	9431	S.F.	\$7.00	\$66,017.00	\$11.00	\$103,741.00	\$11.47	\$108,173.57	\$12.50	\$117,887.50
2	Remove and Replace Concrete Driveway, complete in place	3251	S.F.	\$18.00	\$58,518.00	\$17.00	\$55,267.00	\$14.71	\$47,822.21	\$29.00	\$94,279.00
3	Sod, Complete in place	541	S.Y	\$8.00	\$4,328.00	\$6.00	\$3,246.00	\$7.88	\$4,263.08	\$6.60	\$3,570.60
4	Erosion Control, complete in place	1	L.S	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00	\$12,127.94	\$12,127.94	\$18,209.00	\$18,209.00
5	Traffic Control, complete in place	1	L.S	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$9,750.27	\$9,750.27	\$46,000.00	\$46,000.00
6	CDBG Project Sign, complete in place	1	E.A	\$600.00	\$600.00	\$350.00	\$350.00	\$2,731.55	\$2,731.55	\$800.00	\$800.00
7	Mobilization, complete in place	1	L.S	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00	\$1,816.03	\$1,816.03	\$22,000.00	\$22,000.00
TOTAL:					\$147,463.00		\$180,104.00		\$186,684.65		\$302,746.10



THE CITY OF ROUND ROCK**Transportation Department**

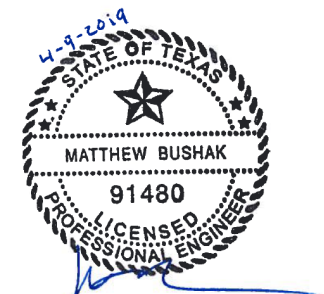
2008 Enterprise Drive

Round Rock, Texas 78664

BIDS EXTENDED AND CHECKEDBY : **Matthew Bushak**DATE : **4/2/2019****BID TABULATION**

SHEET: 2 of 2

Quality Concrete Construction		Lone Star Sitework		Xevox Construction		Battery Warehouse		D&S Concrete Contractors		M&C Fonseca Construction	
Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
Bid Bond? Yes		Cashier's Check? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
\$9.85	\$92,895.35	\$10.00	\$94,310.00	\$17.75	\$167,400.25	\$7.00	\$66,017.00	\$10.00	\$94,310.00	\$8.50	\$80,163.50
\$14.75	\$47,952.25	\$12.00	\$39,012.00	\$25.00	\$81,275.00	\$10.00	\$32,510.00	\$12.00	\$39,012.00	\$11.50	\$37,386.50
\$13.50	\$7,303.50	\$7.16	\$3,873.56	\$14.00	\$7,574.00	\$6.00	\$3,246.00	\$15.00	\$8,115.00	\$10.00	\$5,410.00
\$19,200.00	\$19,200.00	\$16,608.00	\$16,608.00	\$7,800.00	\$7,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
\$7,500.00	\$7,500.00	\$4,600.00	\$4,600.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
\$8,700.00	\$8,700.00	\$9,850.00	\$9,850.00	\$17,000.00	\$17,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
	\$184,751.10		\$169,253.56		\$289,799.25		\$120,973.00		\$171,937.00		\$140,960.00





Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

April 18, 2019

**Re: 2016 CDBG Sidewalk Project - Greenhill Subdivision
Engineer's Recommendation of Award of Contract**

Dear Mr. Hudder:

A total of ten (10) sealed bids were received and opened on April 2, 2019 for the above referenced project. The bids ranged from \$120,973.00 to \$302,746.10. Battery Warehouse from McAllen, Texas, submitted the lowest bid in the amount of \$120,973.00. I contacted three references provided by the contractor to confirm their qualifications and experience.

After reviewing the contractor's experience and bid price, I recommend award of this project to Battery Warehouse in the amount of \$120,973.00.

Sincerely,

Matt Bushak, P.E.
Senior Transportation Engineer

Attachments: Certified Bid Tabs

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.

Battery Warehouse
McAllen, TX United States

Certificate Number:
2019-471639

Date Filed:
04/03/2019

Date Acknowledged:

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

City of Round Rock

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

000000

Concrete Sidewalks and Driveways

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 John H. Morales, and my date of birth is 12-21-1986.

My address is 204 E. Lincoln, Harlingen, TX, 78550, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Uvalde County, State of TEXAS, on the 9th day of April, 2019.
(month) (year)



[Signature]

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Standard Utility Agreement with Charter Communications for the RM 620 Project from Deepwood Drive to IH-35.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$21,044.60

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2019-0195

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

The City, through separate agreements with TxDOT, is coordinating the relocation of utilities within the project corridor to allow for construction of the roadway improvements. The utility reimbursement costs are defined through an AFA with TxDOT on a 90/10 basis with TxDOT reimbursing 90% of the relocation costs to the City.

The attached Standard Utility Agreement is between the City and Charter Communications. There is a small percentage of relocation costs that are reimbursable based on TxDOT guidelines. The City will pay these costs up front and seek reimbursement from TxDOT. This reimbursable relocation cost is identified as \$21,044.60. The City will seek \$18,940.14 in reimbursement from TxDOT leaving the City with a final cost of \$2,104.46.

Cost: \$21,044.60

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0195

WHEREAS, the City of Round Rock (“City”) has deemed it necessary to make certain highway improvements to RM 620 from Deepwood Drive to IH-35 (“Project”); and

WHEREAS, the Project will necessitate the adjustment, removal, and/or relocation of certain facilities of Charter Communications; and

WHEREAS, the City and Charter Communications desire to enter into a Standard Utility Agreement to memorialize respective obligations regarding the Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Standard Utility Agreement with Charter Communications, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



City of Round Rock
RM 620 Agreement
Page 1

STANDARD UTILITY AGREEMENT

County: Williamson
Federal Project No.: N/A
ROW CSJ: 0683-01-092
Highway Project Letting Date: April 2019

U-Number: U15717
Highway: RM 620
From: Deepwood Drive
To: IH-35

This Agreement by and between the City of Round Rock, acting by and through its City Council, ("City"), and Charter Communications, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the City.

WHEREAS, the City has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Utility as indicated in the following statement of work: Relocate 4509 LF of existing Charter overhead facilities from STA (456+00) to STA (506+00) to proposed pole line to accommodate the proposed widening of RM 620 and more specifically shown in Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the City will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for City participation.

WHEREAS, the City, upon receipt of evidence it deems sufficient, acknowledges Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The City will pay to Utility the costs incurred in adjustment, removal, and/or relocation of Utility's facilities up to the amount said costs may be eligible for City participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. Utility shall supply, upon request by the City, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the City, or may, with the City's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by Utility. Bills for work hereunder will be submitted to the City not later than 90 days after completion of the work.

When requested, the City will make intermediate payments at not less than monthly intervals to Utility when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate

Initial Date
City

2280 4/18/2019
Initial Date
Utility

Alternatively, **City** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The State will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **City** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **City** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H"); and
9. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City** and **Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **City**. However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State and/or City Auditor may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.


The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Charter Communications
Name of Utility

By: 
Authorized Signature

Gordon Harp
Print or Type Name

Title: AVP, Field Operations, Field Ops

Date: 01/22/2019

CITY OF ROUND ROCK

By: _____
Authorized Signature

Print or Type Name

Title: _____


Date: _____

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

Initial Date
TxDOT



Initial Date
Utility 4/15/2019

Summary of Cost Estimate

Description	Amount
Contract Labor	\$ 39,032.00
Materials	\$ 11,471.00
Estimated Total Cost of Relocation:	\$ 50,503.00
LESS	
Betterment 0.00% %	\$ 0.00
SUB TOTAL	\$ 50,503.00
Salvage	\$ 0.00
SUB TOTAL	\$ 50,503.00
Eligibility Ratio	41.67%
Adjusted Amount of Estimated Reimbursement:	\$ 21,044.60

Buy America Provisions Statement

* Materials indicated with asterisk -* are to be “Buy America” compliant.

Otherwise, materials with no asterisk are exempt from “Buy America” provisions.

RELOCATION COORDINATION & DESIGN SERVICES**SUMMARY OF SERVICES**

1. Project Management	\$160/hr x 7 hrs	\$ 1120.00
2. Conflict Assessment	\$160/hr x 8.50 hrs	\$ 1360.00
3. Relocation Design	\$160/hr x 69 hrs	\$ 11,040.00
4. Relocation Cost Estimate	\$160/hr x 8 hrs	\$ 1280.00
5. Agreement Assembly	\$160/hr x 8 hrs	\$ 1280.00
6. Construction Services	\$160/hr x 69 hrs	\$ 11,040.00
7. Reimbursement Submittal	\$160/hr x 6 hrs	\$ 960.00

Total \$28,080.00



Texas Market

2016 Capital Project Request (CPR)
Plant Construction (All Types)
Revised 10-17-2016

Origination Date: 3/6/2019
Start Date: 9/1/2018
Completion Date: 4/1/2019

PROJECT INFORMATION

Location Name: CTX - Austin Function Area: Construction
Project Name: RLO B TX CTX FM 620 AND HWY 35 RR RELO
CPR Group: Blanket Job/ DOCK #:
Line of Business: Residential Line Extensor Project Driver: Replacement - Identified
Project Type: Forced Relocate BW/Fiber Activity: 750 MHz
CPR Type: New Existing Bandwidth: < 750 MHz

GLID	Project #	ID	Product	Dept	Res Cat	Sub Cat
This will be assigned by BP Group			31	N/A	922	FRELO
						Multiple

	Miles	Cost Per
Aerial	0.00	
Underground	0.00	
Total		

	Passings	Cost Per
Aerial		
Underground		
Installation		
Total		

Project Justification

FORCED RELO

Funds are requested for this relocation project.

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PURCHASE INFORMATION

			Contract Labor	In-House Labor not required	Materials	Freight	Reimbursement	Total
FRELO								
Make Ready - Aerial	A11	922	28,580					28,580
Strand & Hardware - Aerial	A12	922	1,335		1,069			2,404
Splicing & Electronics - Aerial	A13	922	866		1,284			2,149
Fiber New Construction - Aerial	A14	922						
Coaxial New Construction - Aerial	A15	922	6,241		7,494			13,735
Fiber Overlash - Aerial	A17	922						
Coaxial Overlash - Aerial	A18	922	2,010		1,624			3,634
Make Ready - UG	U11	922						
Hardware - UG	U12	922						
Splicing & Electronics - UG	U13	922						
Fiber New Construction - UG	U14	922						
Coaxial New Construction - UG	U15	922						
Fiber Overtrench - UG	U17	922						
Coaxial Overtrench - UG	U18	922						
INSTL								
NO INSTALL		922						
Total			39,032		11,471			50,503

APPROVALS

Requester Information

Name:
Title: PROJECT MANAGER
Phone:
Signature:
Date: 3/6/2019

Required Approvals

Date

CTX Contract Labor Estimate

CLIENT: Charter Communications - Spectrum

PROJECT SUPERVISOR:

PROJECT MANAGER:

PROJECT NUMBER ID: 00000000This will be assigned by BP Group-

PROJECT NAME: RLOBTX CTX FM 620 AND HWY 35 RR RELO

Category	Nat ID	Description	Unit	Amount	Cost	TOTAL
A11	ENG101	Make Ready Inspection pole permits	Per Pole	1	\$3,500.00	\$3,500.00
A11	ENG100	ROW/City Permits eng services	Each	1	\$25,080.00	\$25,080.00
Make Ready - Aerial Total						\$28,580.00
A12	1	Install Sidewalk Guys	Each		\$35.00	\$0.00
A12	2	Install Guy Guard	Each		\$6.00	\$0.00
A12	3	Install Guy & Guy Guard	Each		\$15.00	\$0.00
A12	4	Replace Down Guy	Each		\$15.00	\$0.00
A12	5	Replace Guy Guard	Each		\$6.00	\$0.00
A12	6	Remove Down Guy & Anchor	Each		\$28.00	\$0.00
A12	7	Place Insulator In Existing Down Guy	Each		\$25.00	\$0.00
A12	8	Install Rock Anchor - 36"	Each		\$65.00	\$0.00
A12	9	Install Rock Anchor - 48"	Each	8	\$86.00	\$688.00
A12	10	Install Rock Anchor - 60"	Each		\$86.00	\$0.00
A12	12	Install Bust Anchor	Each		\$72.00	\$0.00
A12	13	Install Screw Anchor	Each		\$45.00	\$0.00
A12	15	Install Vertical Ground From Strand To Base Of Pole	Each		\$16.00	\$0.00
A12	16	Place Bond	Each	1	\$3.50	\$0.00
A12	18	Install Ground Rod (Aerial)	Each		\$28.00	\$0.00
A12	20	Tree Trimming	Per Ft		\$0.25	\$0.00
A12	21	Install Tree Guard	Per ft		\$0.15	\$0.00
A12	22	Band Concrete/Steel Pole	Each		\$45.00	\$0.00
A12	23	Install Strand	Per Ft		\$0.40	\$0.00
A12	24	Changeout Pole Hardware	Each		\$23.00	\$0.00
A12	25	Strand Splice	Each		\$38.00	\$0.00
A12	26	Install Or Replace Riser Guard	Per riser		\$35.00	\$0.00
A12	27	Install Riser With Guard	Per riser		\$35.00	\$0.00
A12	28	Relocate Riser Cable And Guard Within 3' On New Or Existing Pole	Each	1	\$147.00	\$147.00
A12	29	Remove Old Riser	Each		\$25.00	\$0.00
A12	30	Resag	Per Span		\$48.75	\$0.00
A12	233	Pole Transfer- Straight	Each		\$37.67	\$0.00
A12	234	Pole Make Ready - Straight	Each		\$47.67	\$0.00
A12	235	Pole Transfer- Curved (To Include Down Guy)	Each		\$47.67	\$0.00
A12	236	Pole Make Ready - Curved	Each		\$47.67	\$0.00
A12	237	Pole Transfer- Dead End (To Include Down Guy)	Each		\$52.00	\$0.00
A12	238	Pole Make Ready - Dead End	Each		\$46.00	\$0.00
A12	239	Pole Transfer- Multiple	Each		\$65.00	\$0.00
A12	240	Pole Make Ready - Multiple	Each		\$65.00	\$0.00
A12	241	Set Pole- Dirt	Each		\$300.00	\$0.00
A12	242	Set Pole- Rock	Each		\$350.00	\$0.00
A12	243	Remove Pole	Each		\$175.00	\$0.00
A12	244	Top Pole	Each		\$38.00	\$0.00

A12	CTX 1	Composite Install ¼" EHS Strand	Per Ft		\$0.78	\$0.00
A12	260	Trip Charge	Each	4	\$125.00	\$500.00
Strand & Hardware - Aerial Total						\$1,335.00
A13	180	Coaxial Splicing Aerial- With Activation	Per Ft		\$0.45	\$0.00
A13	183	Activation After Splice Aerial	Per Ft		\$0.13	\$0.00
A13	184	Coaxial Splicing Aerial- Without Activation	Per Ft		\$0.35	\$0.00
A13	165	Change Face Plate	Each		\$15.94	\$0.00
A13	166	Swap RF Active Module	Each		\$48.00	\$0.00
A13	167	Re-balance	Each	4	\$32.67	\$130.68
A13	186	Coax Splice New Node	Each	1	\$140.00	\$140.00
A13	189	Splice Trunk/Bridger Amp - Ug/Aerial , Inc. Activation	Each	4	\$42.50	\$170.00
A13	190	Splice Line Extender	Each		\$42.50	\$0.00
A13	191	Splice Line Extender, Inc Activation	Each		\$42.50	\$0.00
A13	192	Splicing Splitter/Coupler/Power Inserter	Each		\$42.50	\$0.00
A13	193	Splicing Single Tap	Each		\$42.50	\$0.00
A13	194	Splicing Double Tap	Each	10	\$42.50	\$425.00
A13	195	Splicing Triple Tap	Each		\$42.50	\$0.00
A13	196	Splicing Quad Tap	Each		\$42.50	\$0.00
A13	197	Splicing Existing Tap	Each		\$42.50	\$0.00
A13	198	Splice Bridger Amp Ug/Aerial - Building Attachment	Each		\$42.50	\$0.00
A13	199	Straight Splice - Coax	Each		\$42.50	\$0.00
A13	200	Retro/ re-splice coax	Per Ft		\$0.45	\$0.00
Splicing & Electronics -Aerial Total						\$865.68
A14	19	Lash Storage Loop	Each		\$65.00	\$0.00
A14	34	Lash (1 Cable) - Fiber	Per Ft		\$0.65	\$0.00
A14	35	Lash Each Additional Cable - Fiber	Per Ft		\$0.35	\$0.00
A14	CTX 2	Composite Aerial Fiber	Per Ft		\$1.37	\$0.00
A14	155	Fiber Ring Cut	Each		\$165.00	\$0.00
A14	156	Set Cwdm Filter In Splice Case	Each		\$142.00	\$0.00
A14	157	Place Fiber Enclosure/Includes Storage Loop	Each		\$135.00	\$0.00
A14	158	Replace/Upgrade Splice Enclosure	Each		\$235.00	\$0.00
A14	159	Re-Enter Enclosure	Each		\$135.00	\$0.00
A14	160	Optimize Existing Node	Each		\$165.00	\$0.00
A14	161	Optimize New Node	Each		\$165.00	\$0.00
A14	163	Otdr/Fiber Testing	Per Fiber		\$3.50	\$0.00
A14	164	Node Re-Entry For Coax Extension	Each		\$85.00	\$0.00
A14	168	Fiber Splice 1-12	Per Fiber		\$24.50	\$0.00
A14	169	Fiber Splice 13-48	Per Fiber		\$20.00	\$0.00
A14	170	Fiber Splice 49-72	Per Fiber		\$20.00	\$0.00
A14	171	Fiber Splice 73-144	Per Fiber		\$20.00	\$0.00
A14	172	Fiber Splice 145-288	Per Fiber		\$17.00	\$0.00
A14	173	Fiber Splice 289+	Per Fiber		\$17.00	\$0.00
Fiber New Construction - Aerial Total						\$0.00
A15	14	Wreckout - Aerial	Per Ft		\$0.22	\$0.00
A15	31	Install Self Support Cable (Figure 8)	Per Ft		\$1.15	\$0.00
A15	32	Lash (1 Cable) - Coax	Per Ft		\$0.57	\$0.00
A15	33	Lash Each Additional Cable - Coax	Per Ft		\$0.15	\$0.00
A15	40	Delash And Remove (1 Cable)	Per Ft		\$0.60	\$0.00
A15	41	Delash And Remove (Each Additional)	Per Ft		\$0.15	\$0.00
A15	44	Aerial Drop Transfer	Each		\$9.00	\$0.00
A15	246	Hourly Rate- Lineman - Including Vehicle And All Equipment.	Per Hour	8	\$40.00	\$320.00
A15	250	Hourly Rate- Lineman	Per Hour	8	\$40.00	\$320.00

A15	CTX 3	Composite Aerial Coax	Per Ft	2680	\$1.87	\$5,011.60
A15	CTX 5	Composite Wreck out Aerial	Per Ft	2680	\$0.22	\$589.60
Coaxial New Construction - Aerial Total						\$6,241.20
A17	38	Overlash (1 Cable) - Fiber	Per Ft		\$0.68	\$0.00
A17	39	Overlash Each Additional Cable - Fiber	Per Ft		\$0.37	\$0.00
Fiber Overlash - Aerial Total						\$0.00
A18	36	Overlash (1 Cable) - Coax	Per Ft		\$0.62	\$0.00
A18	37	Overlash Each Additional Cable - Coax	Per Ft		\$0.15	\$0.00
A18	42	Delash/Relash	Per Ft	2680	\$0.60	\$1,608.00
A18	43	Delash/Relash Additional wires	Per Ft	2680	\$0.15	\$402.00
Coaxial Overlash - Aerial Total						\$2,010.00
U11	ENG103	U/G Profile And Aerial rail road permit	Each		\$13,500.00	\$0.00
U11	ENG102	ENG WORK and eastman	Each		\$3,500.00	\$0.00
Make Ready - UG Total						\$0.00
U12	90	Place Conduit or Cable In Trench Opened By Others	Per Ft		\$0.59	\$0.00
U12	91	Place Conduit or Cable In Trench Opened By Others (Each Additional)	Per Ft		\$0.25	\$0.00
U12	75	Install Inner Duct In New Or Existing Empty Conduit	Per Ft		\$0.85	\$0.00
U12	76	Install Inner Duct In Occupied Conduit	Per Ft		\$1.25	\$0.00
U12	94	Install Lockbox (Any Size)	Each		\$35.00	\$0.00
U12	95	Remove/Replace/Repair Lockbox Lid (Any Size)	Each		\$26.00	\$0.00
U12	96	Remove/Replace Lock Box (Any Size)	Each		\$55.00	\$0.00
U12	103	Installation Of 4" Emt Bumpers	Each		\$48.00	\$0.00
U12	128	Install Ground Rod- Underground	Each		\$18.00	\$0.00
U12	129	Install Ground Rod- Underground - Rock	Each		\$20.38	\$0.00
U12	143	Install Small Pedestal- Tap/Splitter	Each		\$20.00	\$0.00
U12	144	Install Med Pedestal- Line Extender	Each		\$32.00	\$0.00
U12	145	Install Large Pedestal- Amp	Each		\$47.75	\$0.00
U12	146	Install Extra Large Pedestal	Each		\$47.75	\$0.00
U12	147	Replacement Small Pedestal - Tap/Splitter	Each		\$24.00	\$0.00
U12	148	Replacement Med Pedestal - Line Extender	Each		\$41.00	\$0.00
U12	149	Replacement Large Pedestal - Amp	Each		\$47.75	\$0.00
U12	150	Replacement Extra Large Pedestal	Each		\$47.75	\$0.00
U12	151	Remove Small Pedestal - Tap/Splitter	Each		\$15.00	\$0.00
U12	152	Remove Med Pedestal - Line Extender	Each		\$32.00	\$0.00
U12	153	Remove Large Pedestal - Amp	Each		\$42.00	\$0.00
U12	154	Remove Extra Large Pedestal	Each		\$47.75	\$0.00
U12	220	Install Vault- Any Size	Each		\$195.00	\$0.00
U12	221	Replace Vault - Any Size	Each		\$275.00	\$0.00
U12	260	Trip Charge	Each		\$125.00	\$0.00
U12	CTX 41	Install Load-Bearing TX-Dot Vault	Each		\$687.50	\$0.00
Hardware - UG Total						\$0.00
U13	181	Coaxial Splicing Ug- With Activation	Per Ft		\$0.45	\$0.00
U13	182	Activation After Splice Ug	Per Ft		\$0.13	\$0.00
U13	185	Coaxial Splicing Ug- Without Activation	Per Ft		\$0.35	\$0.00
U13	165	Change Face Plate	Each		\$15.94	\$0.00
U13	166	Swap RF Active Module	Each		\$48.00	\$0.00
U13	167	Re-balance	Each		\$32.67	\$0.00
U13	186	Coax Splice New Node	Each		\$140.00	\$0.00
U13	188	Splice Trunk/Bridger Amp - Ug/Aerial	Each		\$42.50	\$0.00
U13	189	Splice Trunk/Bridger Amp - Ug/Aerial , Inc. Activation	Each		\$42.50	\$0.00
U13	190	Splice Line Extender	Each		\$42.50	\$0.00
U13	191	Splice Line Extender, Inc Activation	Each		\$42.50	\$0.00

U13	192	Splicing Splitter/Coupler/Power Inserter	Each		\$42.50	\$0.00
U13	193	Splicing Single Tap	Each		\$42.50	\$0.00
U13	194	Splicing Double Tap	Each		\$42.50	\$0.00
U13	195	Splicing Triple Tap	Each		\$42.50	\$0.00
U13	196	Splicing Quad Tap	Each		\$42.50	\$0.00
U13	197	Splicing Existing Tap	Each		\$42.50	\$0.00
U13	198	Splice Bridger Amp Ug/Aerial - Building Attachment	Each		\$42.50	\$0.00
U13	199	Straight Splice - Coax	Each		\$42.50	\$0.00
U13	200	Retro/ re-splice coax	Per Ft		\$0.45	\$0.00
U13	CTX 21	Power Supply Installation U/G- dirt	Each		\$5,000.00	\$0.00
Splicing & Electronics - UG Total						\$0.00
U14	66	Pull Cables- New Or Existing Empty Conduit- Fiber	Per Ft		\$0.64	\$0.00
U14	124	Install/Replace Network Markers	Each		\$36.00	\$0.00
U14	155	Fiber Ring Cut	Each		\$165.00	\$0.00
U14	156	Set Cwdm Filter In Splice Case	Each		\$142.00	\$0.00
U14	157	Place Fiber Enclosure/Includes Storage Loop	Each		\$135.00	\$0.00
U14	158	Replace/Upgrade Splice Enclosure	Each		\$235.00	\$0.00
U14	159	Re-Enter Enclosure	Each		\$135.00	\$0.00
U14	160	Optimize Existing Node	Each		\$165.00	\$0.00
U14	161	Optimize New Node	Each		\$165.00	\$0.00
U14	163	Otdr/Fiber Testing	Per Fiber		\$3.50	\$0.00
U14	164	Node Re-Entry For Coax Extension	Each		\$85.00	\$0.00
U14	168	Fiber Splice 1-12	Per Fiber		\$24.50	\$0.00
U14	169	Fiber Splice 13-48	Per Fiber		\$20.00	\$0.00
U14	170	Fiber Splice 49-72	Per Fiber		\$20.00	\$0.00
U14	171	Fiber Splice 73-144	Per Fiber		\$20.00	\$0.00
U14	172	Fiber Splice 145-288	Per Fiber		\$17.00	\$0.00
U14	173	Fiber Splice 289+	Per Fiber		\$17.00	\$0.00
U14	CTX 22	Composite UG Trench Fiber (per foot) 36"-dirt	Per Ft		\$8.20	\$0.00
U14	CTX 23	Composite UG Trench Fiber (per foot) 48"- dirt	Per Ft		\$8.59	\$0.00
U14	CTX 24	Composite UG Trench Fiber (per foot) 60"- dirt	Per Ft		\$9.33	\$0.00
U14	CTX 30	Composite UG Trench Fiber (per foot) 36"- ROCK	Per Ft		\$9.00	\$0.00
U14	CTX 31	Composite UG Trench Fiber (per foot) 48"- ROCK	Per Ft		\$10.00	\$0.00
U14	65	Utility Exposure Pothole- Asphalt	Each		\$165.00	\$0.00
U14	80	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt	Each		\$200.00	\$0.00
U14	81	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt	Each		\$210.00	\$0.00
U14	82	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	83	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	84	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Up to 48"	Each		\$365.00	\$0.00
U14	85	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	113	Place Rolled Conduit 2" In Trench	Per Ft		\$0.28	\$0.00
U14	114	Place Rolled Conduit 4" In Trench	Per Ft		\$0.55	\$0.00
U14	115	Place 4" Steel Conduit	Per Ft		\$1.15	\$0.00
U14	125	Rod And Rope- Vacant Duct	Per Ft		\$0.38	\$0.00
U14	126	Rod And Rope- Occupied Duct	Per Ft		\$0.45	\$0.00
U14	134	Directional Bore For 2" Conduit	Per Ft		\$12.00	\$0.00
U14	135	Directional Bore For 3" Conduit	Per Ft		\$14.50	\$0.00
U14	136	Directional Bore For 4" Conduit	Per Ft		\$17.00	\$0.00
U14	140	Rock Adder - 2" Directional Bore	Per Ft		\$16.00	\$0.00
U14	141	Rock Adder - 3" Directional Bore	Per Ft		\$17.50	\$0.00
U14	142	Rock Adder - 4" Directional Bore	Per Ft		\$18.00	\$0.00
U14	201	Hand Trench 24"	Per Ft		\$6.25	\$0.00

U14	202	Hand Trench 36"	Per Ft		\$6.75	\$0.00
U14	203	Hand Trench 48"	Per Ft		\$7.50	\$0.00
U14	204	Machine Trench - 24"	Per Ft		\$4.50	\$0.00
U14	205	Machine Trench- 36"	Per Ft		\$5.00	\$0.00
U14	206	Machine Trench- 48"	Per Ft		\$5.50	\$0.00
U14	207	Trench- Backhoe 24"	Per Ft		\$5.00	\$0.00
U14	208	Trench- Backhoe 36"	Per Ft		\$5.00	\$0.00
U14	209	Trench- Backhoe 48"	Per Ft		\$5.50	\$0.00
U14	210	Trench- Backhoe 60"	Per Ft		\$6.00	\$0.00
U14	CTX 13	Cut streets/driveways/sidewalks (concrete)- dirt	Per Ft		\$36.25	\$0.00
U14	CTX 14	Cut streets/driveways/sidewalks (concrete)- rock	Per Ft		\$38.25	\$0.00
U14	CTX 15	Concrete Cut 0-100 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 16	Concrete Cut 101-300 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 17	Concrete Cut 301-500 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 18	Concrete Cut 501-700 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 19	Concrete Cut 701 plus Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 38	Conventional Bore 2"	Per Ft		\$15.00	\$0.00
U14	CTX 39	Conventional Bore 3"	Per Ft		\$18.00	\$0.00
U14	CTX 40	Conventional Bore 4"	Per Ft		\$100.00	\$0.00
U14	CTX 6	Cut streets/driveways/sidewalks (asphalt)- dirt	Per Ft		\$31.50	\$0.00
U14	CTX 7	Cut streets/driveways/sidewalks (asphalt)- rock	Per Ft		\$35.25	\$0.00
Fiber New Construction - UG Total						\$0.00
U15	65	Utility Exposure Pothole- Asphalt	Each		\$165.00	\$0.00
U15	67	Pull Cables- New Or Existing Empty Conduit- Coax	Per Ft		\$0.64	\$0.00
U15	80	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt	Each		\$200.00	\$0.00
U15	81	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt	Each		\$210.00	\$0.00
U15	82	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	83	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	84	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Up to 48"	Each		\$365.00	\$0.00
U15	85	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	92	Place Coax In Trench Opened By Others	Per Ft		\$0.35	\$0.00
U15	93	Place Coax In Trench Opened By Others (Each Additional)	Per Ft		\$0.25	\$0.00
U15	113	Place Rolled Conduit 2" In Trench	Per Ft		\$0.28	\$0.00
U15	114	Place Rolled Conduit 4" In Trench	Per Ft		\$0.55	\$0.00
U15	115	Place 4" Steel Conduit	Per Ft		\$1.15	\$0.00
U15	125	Rod And Rope- Vacant Duct	Per Ft		\$0.38	\$0.00
U15	126	Rod And Rope- Occupied Duct	Per Ft		\$0.45	\$0.00
U15	134	Directional Bore For 2" Conduit	Per Ft		\$12.00	\$0.00
U15	135	Directional Bore For 3" Conduit	Per Ft		\$14.50	\$0.00
U15	136	Directional Bore For 4" Conduit	Per Ft		\$17.00	\$0.00
U15	140	Rock Adder - 2" Directional Bore	Per Ft		\$16.00	\$0.00
U15	141	Rock Adder - 3" Directional Bore	Per Ft		\$17.50	\$0.00
U15	142	Rock Adder - 4" Directional Bore	Per Ft		\$100.00	\$0.00
U15	201	Hand Trench 24"	Per Ft		\$6.25	\$0.00
U15	202	Hand Trench 36"	Per Ft		\$6.75	\$0.00
U15	203	Hand Trench 48"	Per Ft		\$7.50	\$0.00
U15	204	Machine Trench - 24"	Per Ft		\$4.50	\$0.00
U15	205	Machine Trench- 36"	Per Ft		\$5.00	\$0.00
U15	206	Machine Trench- 48"	Per Ft		\$5.50	\$0.00
U15	207	Trench- Backhoe 24"	Per Ft		\$5.00	\$0.00
U15	208	Trench- Backhoe 36"	Per Ft		\$5.00	\$0.00
U15	209	Trench- Backhoe 48"	Per Ft		\$5.50	\$0.00

U15	210	Trench- Backhoe 60"	Per Ft	\$6.00	\$0.00
U15	245	Hourly Rate- Supervisor Or Foreman - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	247	Hourly Rate- Ground Person - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	248	Hourly Rate- Underground Laborer - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	249	Hourly Rate- Supervisor Or Foreman	Per Hour	\$40.00	\$0.00
U15	CTX 13	Cut streets/driveways/sidewalks (concrete)- dirt	Per Ft	\$36.25	\$0.00
U15	CTX 14	Cut streets/driveways/sidewalks (concrete)- rock	Per Ft	\$38.25	\$0.00
U15	CTX 15	Concrete Cut 0-100 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 16	Concrete Cut 101-300 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 17	Concrete Cut 301-500 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 18	Concrete Cut 501-700 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 19	Concrete Cut 701 plus Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 20	Composite UG Trench Coax- dirt	Per Ft	\$8.68	\$0.00
U15	CTX 25	Composite UG Maintenance/Replacement Coax- 0 to 500	Per Ft	\$9.00	\$0.00
U15	CTX 26	Composite UG Maintenance/Replacement Coax- 501 to 999	Per Ft	\$8.58	\$0.00
U15	CTX 27	Composite UG Maintenance/Replacement Coax- 1000 plus	Per Ft	\$8.58	\$0.00
U15	CTX 38	Conventional Bore 2"	Per Ft	\$15.00	\$0.00
U15	CTX 39	Conventional Bore 3"	Per Ft	\$18.00	\$0.00
U15	CTX 40	Conventional Bore 4"	Per Ft	\$21.00	\$0.00
U15	CTX 6	Cut streets/driveways/sidewalks (asphalt)- dirt	Per Ft	\$31.50	\$0.00
U15	CTX 7	Cut streets/driveways/sidewalks (asphalt)- rock	Per Ft	\$35.25	\$0.00
Coaxial New Construction - UG Total					\$0.00
U17	69	Pull Fiber Cables- Occupied Conduit	Per Ft	\$0.86	\$0.00
U17	71	Pull Additional Fiber In Conduit	Per Ft	\$0.38	\$0.00
Fiber Overtrench - UG Total					\$0.00
U18	68	Pull Coax Cables- Occupied Conduit	Per Ft	\$0.85	\$0.00
U18	70	Pull Additional Coax In Conduit	Per Ft	\$0.38	\$0.00
U18	CTX 36	Pull, Splice, & Activate w/out Return	Per Ft	\$1.79	\$0.00
U18	CTX 37	Pull, Splice, & Activate w/ Return	Per Ft	\$1.79	\$0.00
Coaxial Overtrench - UG Total					\$0.00
IN100		Home Run Cable PREWIRE	Each	\$23.00	\$0.00
		Install and ID drop cables using existing EMT conduits including firestop, tone, tag	Each	\$23.00	\$0.00
		Install and ID drop cables using existing EMT conduits , EXCLUDING home run feeds	Each	\$23.00	\$0.00
		Wall Plate (re-work separate from new build)	Each	\$7.00	\$0.00
		Rework Existing Wiring	Each	\$17.50	\$0.00
		Wreck out existing wiring including drops, hardware, and sealing holes	Each	\$20.00	\$0.00
		Solid Core Bore up to 2"	Each	\$82.00	\$0.00
		Solid Core Bore over 2"	Each	\$110.00	\$0.00
		Hollow Core Bore up to 2"	Each	\$41.00	\$0.00
		Hollow Core Bore over 2"	Each	\$50.00	\$0.00
		Install conduit in drop ceiling	FT	\$7.00	\$0.00
		Installing cable in drop ceiling - without conduit	FT	\$3.00	\$0.00
		Install/wrap PVC on outside of building, includes installing cable(s)	FT	\$7.00	\$0.00
		Building Entries/Conduit Riser	Each	\$70.00	\$0.00
		Commercial Drop Placed	FT	\$0.65	\$0.00
Interior - New Connects Total					\$0.00
Grand Total					\$39,031.88

SHEET INDEX:

GENERAL	COVER SHEET
1	
AERIAL UTILITY PLAN	
2	AERIAL UTILITY PLAN
3	AERIAL UTILITY PLAN
4	AERIAL UTILITY PLAN

Charter
COMMUNICATIONS
CHARTER COMMUNICATIONS
658366
RM 620 RELO
AERIAL IMPROVEMENTS

PROJECT INFORMATION:

OWNER:
JON RODGERS
CHARTER COMMUNICATIONS
800 W HOWARD LN
AUSTIN, TX 78780

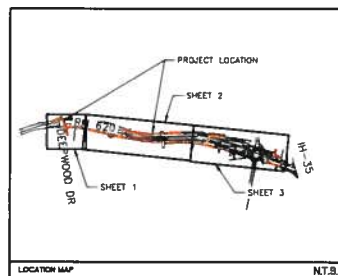
CONTACT:
BOL MARIE ADAMS, EIT
LJA ENGINEERING, INC
620 HWY 290 WEST, SUITE 150
AUSTIN, TX 78735

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 
FRI-1-F-1388

5316 HWY 290 W, SITE 150
AUSTIN, TEXAS 78735
(512) 439-4755
TBPE FRM REGISTRATION F-1388

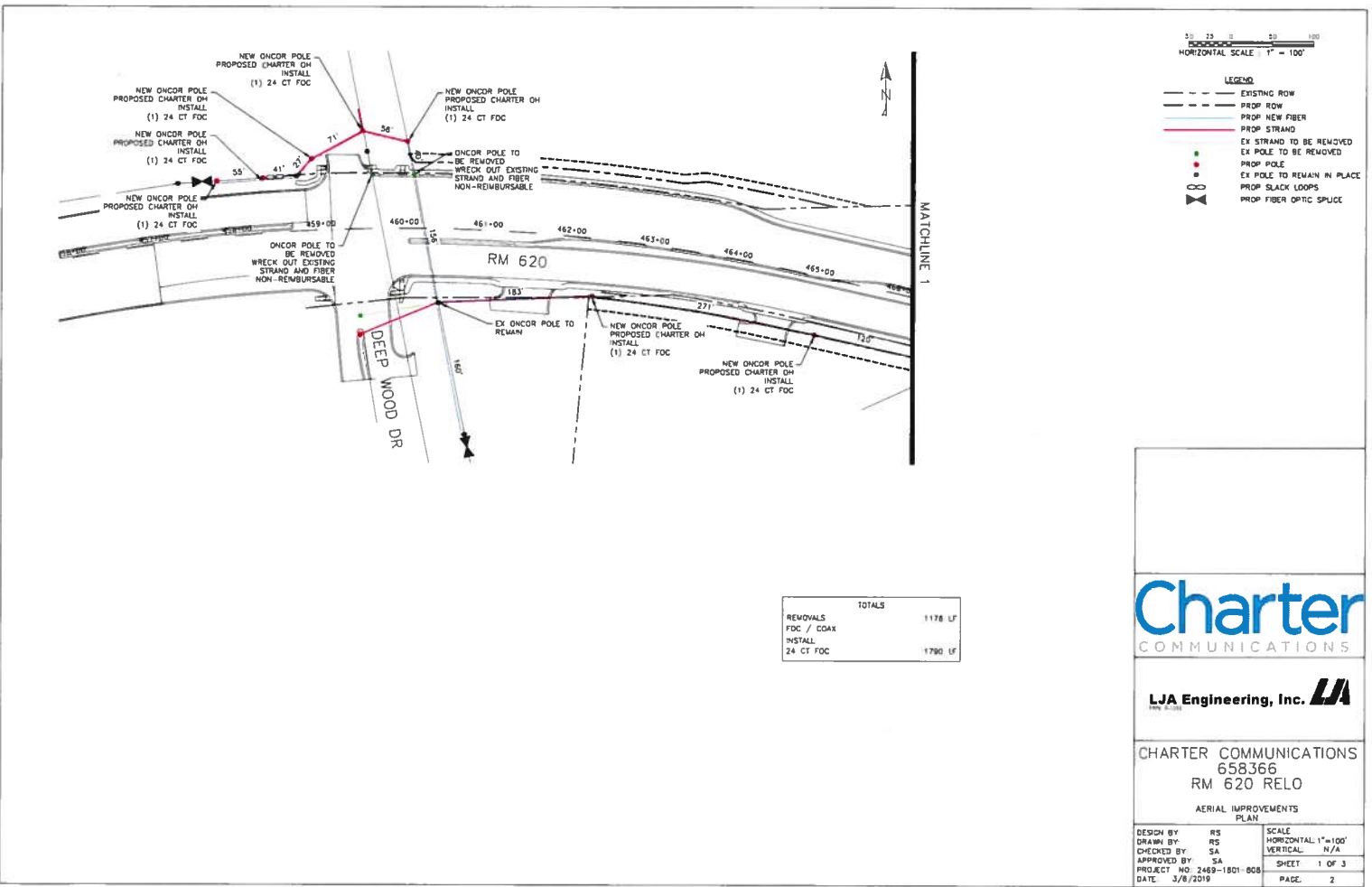
CONTACT:
BRIAN YOUNG, PE
PHONE:
(512) 439-4731



N
↑

TOTALS
TOTAL REMOVAL = 4309 LF
TOTAL REPLACE = 6241 LF
DIFFERENCE OF = 2297 LF

03/09/2019
8:25:26 AM
C:\Users\jvictoria\OneDrive\Documents\2460-1801-808\2460-1801-808.dwg

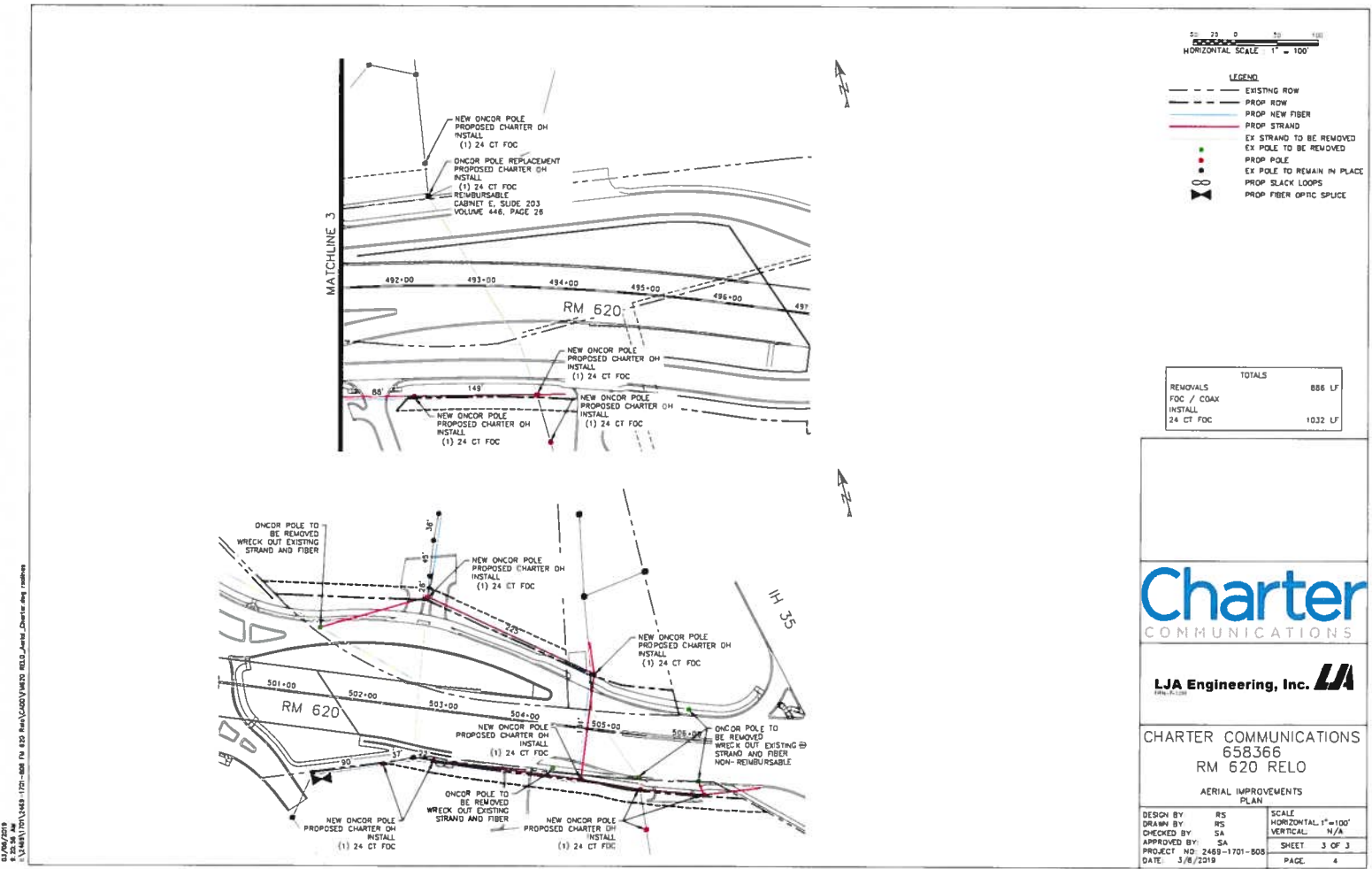


Charter
COMMUNICATIONS

LJA Engineering, Inc.

CHARTER COMMUNICATIONS
658366
RM 620 RELO

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(Attachment “B”)

Utility’s Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

(Attachment “C”)

**Utility’s Schedule of Work and
Estimated Date of Completion**

Start Date: 02/04/2019

Estimated Duration (days): 60

Completion Date: 04/05/2019

(Attachment “D”)

Statement Covering Contract Work

ROW – U – 48



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 9/18)
Page 1 of 1

U-Number: U14696

ROW CSJ Number: 0683-01-092 District: Austin
County: Williamson Highway No.: RM 620
Federal Project No.: N/A

I, Gordon Harp, a duly authorized and qualified representative of
Charter Communications, hereinafter referred to as **Owner**, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the **State**. Such presently known contractors are listed below:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- ☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for **Owner** and under which the lowest available costs are developed. A copy of the existing contract will be provided
to the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by
attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract
awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include
the plans and specifications for this work in the general contract for construction of Highway RM 620
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature

~~12/21/2018~~
Date

4/18/2019

AVP, Field Operations, Field OPS
Title

Attachment “E”

Utility Joint Use Acknowledgment

☐ ROW – U – JUAA

☒ UIR Permit: AUS20190115143955

(Attachment “F”)

Eligibility Ratio

Eligibility is established at 41.67% %

The key determining factors for eligibility ratio are:

- line length for underground pipelines and cables, and
- main line pole location for power and overhead communication facilities. Guy poles, push braces, and down guys must be excluded from the ratio as these items are considered as supporting structures.

If a facility is outside of existing right of way, in conflict, and within an easement (PUE or private); then that facility is eligible. Any facilities in existing right of way, in conflict; would not be eligible.

To determine eligibility; total the line length or number of locations eligible for reimbursement and divide by the total number of required relocations.

Please include a breakdown sheet showing each location and whether they are considered eligible or not (inside ROW or outside ROW).

Existing Pole Analysis

TOTAL:	5	7
---------------	---	---


Eligibility:	41.67%
--------------	--------

Attachment "G"

Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: %
(Calculation attached)
- ☐ Forced Betterment
(Provide supporting documentation)
- ☒ Not Applicable

Initial Date
TxDOT



Initial Date
Utility

Attachment "H"

Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☒ Property interest documented through applicable affidavits and required attachments.

☒ ROW-U-1A **and**


☐ ROW-U-1B

Or

☐ ROW-U-1C

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT



Initial Date
Utility



AFFIDAVIT
(for Utility Owner)
U-No. 15717

THE STATE OF TEXAS

§

District: Austin

§

County: Williamson

COUNTY OF WILLIAMSON

§

Federal Project No.: N/A

ROW CSJ No.: 0683-01-092

Highway No.: RM 620

From: Deepwood Dr

To: IH-35

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Gordon Harp of the Charter Communications, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Gordon Harp am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct. The following easements and Public Utility Easements named for the City of Austin apply to Charter Communications by attachment agreement with Austin Energy.

1. Hammock Restaurants, R347942, Williamson County, Texas.
2. Krause Holdings LLC, R051466, Williamson County, Texas.
3. CCS Asset Management, R061886, Williamson County, Texas
[legal description of land]

Listing of poles with Charter Communications attachments can be found attached to this document
[facts indicating affiant's familiarity with subject land, including inspection and surveys]

1. Easement filed in Williamson County Deed Records office, Document No. 9511587; Cabinet L, Slide 326
2. Easement filed in Williamson County Deed Records office, Document No. 8501068; Cabinet F, Slide 290
3. Easement filed in Williamson County Deed Records office, Volume 446, Page 26; Cabinet E, Slide 226
[facts attesting to ownership, including claims through deeds, etc.]

Charter Communications is attached to Austin Energy poles by agreement;
[facts showing use of property]

Current operational facilities will be removed and relocated;
[facts showing nature and state of repair of enclosures or fencing]

1. Easement has been in use since filing in Williamson County Deed Records on March 27, 1995;
2. Easement has been in use since filing in Williamson County Deed Records on January 11, 1985;
3. Easement has been in use since filing in Williamson County Deed Records on April 28, 1983;
[facts showing continuous possession for statutory period].

"Further affiant sayeth not."

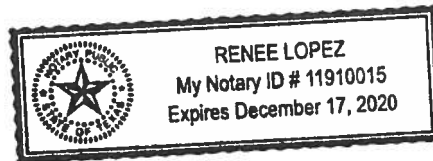
Signature: 

Gordon Harp
AVP, Field Operations, Field Ops.
Gordon.Harp@charter.com
Office: 1 512-485-6218

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared Gordon Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 18th day of April, 20 19.

Renee Lopez
Notary Public's Signature



WILLIAMSON COUNTY CLERK
OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8501068

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN ~~THE PLAT~~ RECORDS

IN CABINET F SLIDE(S) 290

RM 620
EASEMENT AGREEMENT

POLE @ STA 480+00 LT
POLE @ STA 480+10 LT
POLE @ STA 480+10 LT

OWNER:
KRAUSE HOLDINGS LLC,
SITE ADDRESS:
1300 ROUND ROCK AVE, ROUND
ROCK, TX 78681

LJA Engineering, Inc. 

PLAT MAP RECORDING SHEET
DOC# 9511587

INSTRUMENT # —

DEDICATOR — 620 Auto Exchange Inc.

Doc# : 9511587
Rec. # 56.00
Date : 03-27-1995
Time : 08:54:20 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELABE BIZZELL
COUNTY CLERK

SUBDIVISION NAME — Will Geller Subdivision

MAP RECORDED IN CABINET L-326 SLIDE 326

PROPERTY FORMERLY KNOWN AS: 5.632 acres J.M. Harrell Sy., A 284 WCT 2568-891 OR

H- city of RR

INSTRUMENT DATE — 2/6/95

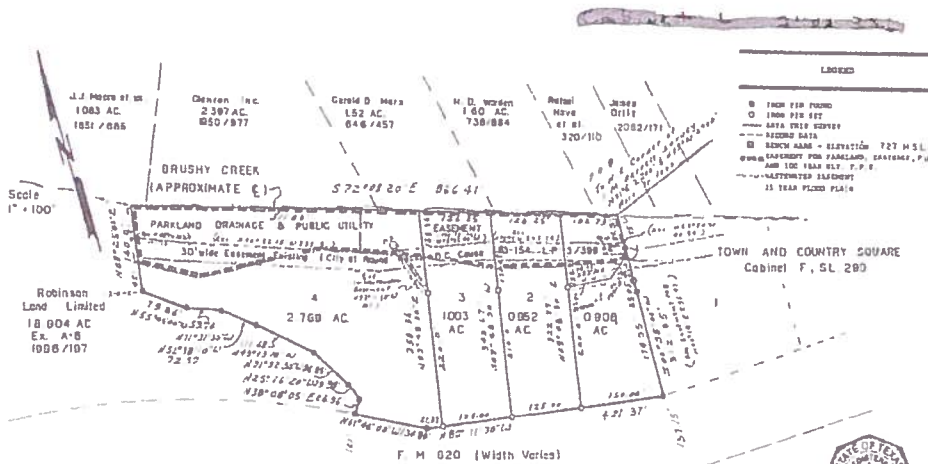
FILE DATE — 3/24/95

RM 620
EASEMENT AGREEMENT

POLE @ STA 480+00 LT

OWNER:
HAMMOCK RESTAURANTS
SITE ADDRESS:
1410 ROUND ROCK AVE, ROUND
ROCK, TX 78681

LJA Engineering, Inc. 

[illegible][illegible]

FOLIO 20721/20 LIO 249721 (2)
 (2) 20 24
 2024-2024 24 24

PERMETER DESCRIPTION FOR THE WILL GALLER SUBDIVISION
 BEING 5 1/2 acres of the J. B. Harrell Survey, Abstract No. 261, in Williamson County,
 Texas, the same tract being 5 1/2 acres as described in a deed to J. B. Harrell and his
 associates in Vol. 2169, by 29th Official Records of Williamson County, Texas, Surveyed on
 the ground in December of 1915, by William F. Fernald, Jr., Registered Professional Land
 Surveyor No. 1667

ENCLOSURE at the Northwest corner of the said Lot 133 of the tract is the approximate center of Beauty Creek; and at the Northwest corner of Lot 131 Town and Country Square, a subdivision evidenced by Exhibit F, filed 198. The Northwest corner of the J. W. Harrell 1000 Acres, also as land.

STATE OF TEXAS *
COUNTY OF WILLAMETTE *

That F. Michael S. Bennett, Vice President of AER Sales Exchange Inc., a division of the United States of America, Vol. 1088, Pg. 896, et seq. of the University of Wisconsin County, Texas; do hereby certify to the public use of the lands, claims, interests and all other lands located for public use within the county.

```
STATE OF TEXAS      *
COUNTY OF DALLAS    *
```

Page 1. *Exhibit 120*
The last letter of the certain letter
lead occurred in the 1942, by the
official records of William C. O'Connell
Tolson, did contain contact to the Walden
at the time of lead situated in the
of Edward and William C. O'Connell, and
and the largest being John. However,
concluded in the following in the

[illegible]

County Court of Williamson County, Texas

[illegible]

WILL GALLER SUBDIVISION

OWNER: 620 Auto Exchange Inc.
Michael E. Bennett, Vice President
ACREAGE: 3.621 Acres
SURVEY: J. M. HARRELL ABSTRACT NO. 28
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 4
NEW STREET: 0
DATE: JANUARY 1995
SURVEYOR: WM. F. FOREST JR.
ENGINEER: DANIEL A. SHANAHAN
REINCH MARK: Brass cap in concrete monument
Location: E Line 1, 200' past S.C. corner
Elevation: 121' 10" S.C.

RM 620
EASEMENT AGREEMENT

POLE 4 Sheet 2 @ STA 471+90 LT

OWNER:
HAMMOCK RESTAURANTS
SITE ADDRESS:
1410 ROUND ROCK AVE, ROUND
ROCK, TX 78681

LJA Engineering, Inc.

4572

CREEKSIDE PLAZA

FILED FOR RECORD

6.696 Acres

December, 1982

APR 27 1963

JAMES N. BOYDSTON
District One, Memphis, Tenn.
By *James N. Boydston*

OWENS, CRICKSHOE PLAZA, INC.
ACREAGE: 8.46 AC.
SURVEY: JACOB M. MARRELL SURVEY ABSTRACT NO. 284
NO. OF BLOCKS: 0 BLOCKS
NO. OF LOTS: 2 LOTS
ZONING: C-1 DISTRICT
1 F. OF NEW STRIPS: 0. LINDEN BLVD
DATE: DECEMBER 1987
SURVEYOR: MEYER-LYTTON-ALLEN INC.
REGISTERED MEYER-LYTTON-ALLEN INC.

Scale: 1" = 100'

LEGEND

- B ~ 1954 Pub Found
- C ~ Iron Pin Set
- D ~ Conc Nail Found
- E ~ Conc Nail Set
- BL ~ Outgoing Line
- SL & E ~ SL ~ incoming Power Line and Power



LOCATION MAP

CURVE DATA

	(1)	(2)
A	1' 07' 48"	7' 57' 24"
R	307972'	58087'
A	213.94	606.6'
C	211.92'	806.0'
T	108.00'	404.0'

LAND USE DATA

LOT	ACREAGE	PROPOSED USE
1	3.448	COMMERCIAL
2	4.250	COMMERCIAL
TOTAL	5.698	

RM 620
EASEMENT AGREEMENT

POLE 1 Sheet 3 @ STA 492+10 LT

OWNER:
CCS ASSET MANAGEMENT
SITE ADDRESS:
910 ROUND ROCK AVE, ROUND
ROCK, TX 78681

LJA Engineering, Inc.

PREPARED BY:

MEYER LITTON & LEE, INC
2011 ANCHOR LANE
AUSTIN TEXAS 78721
ENGINEERS/SURVEYORS 512/476-4691

OWNER

GREENSIDE PLAZA INC.
1705 SAN BASS ROAD
BOSTON 20, MASS 02114
37/25-2500

Sheet 1 of 2

**RM 620
EASEMENT AGREEMENT**

POLE @ STA 480+00 LT

**OWNER:
CCS ASSET MANAGEMENT
SITE ADDRESS:
910 ROUND ROCK AVE, ROUND
ROCK, TX 78681**

LJA Engineering, Inc.

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Robert C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

CREEKSIDE PLAZA

6.698 Acres
December, 1982

FIELD NOTES FOR CREEKSIDE PLAZA

BEING 6.698 acres of land, more or less, out of the Jacob M. Harrell survey, Abstract No. 186 situated in the City of Round Rock, Williamson County, Texas, and being more particularly described by the metes and bounds which follow:

BEGINNING at an iron pin set on the north R.O.W. line of N.M. Highway No. 675, for the southwest corner of the herein described 6.698 acre tract of land;

THENCE N 87° 10' 30" E, along the 6.698 acre metes line, passing an iron pin set at 176.41 feet, and continuing a total distance of 283.56 feet to a point;

THENCE N 66° 42' 00" E, 537.01 feet to a point;

THENCE S 10° 10' 30" E, 13.00 feet to a point;

THENCE N 81° 19' 30" E, 340.19 feet to a point for the northeast corner of the herein described tract of land;

THENCE S 11° 19' 00" E, along the east line of the said 6.698 acre tract, passing an iron pin found at 34.10 feet and continuing a total distance of 576.40 feet to an iron pin set in the north R.O.W. line of R.M. Highway No. 620;

THENCE 80.66 feet along an arc of a curve to the left, having a central angle = 7° 57' 24", a radius = 180.87 feet, a tangent = 10.10 feet, and a chord which bears N 75° 48' 30" W, a distance of 80.66 feet, to a concrete highway monument found;

THENCE N 79° 10' 00" E, 517.40 feet to a concrete highway monument found;

THENCE 83.78 feet along an arc of a curve to the left, having a central angle = 3° 07' 48", a radius = 189.72 feet, a tangent = 10.10 feet, and a chord which bears N 81° 19' 30" E, a distance of 83.78 feet, to the PLACE OF BEGINNING, containing 6.698 acres of land, more or less.

NOTES

No lot on this subdivision should be a possible water supply and a waterway provided by the City of Round Rock.

FLOOD PLAIN NOTE

In accordance with drainage analysis calculations performed by Mayor Lyman, A.P.E., Inc., the 100 year flood plain is considered to be the drainage easement shown herein.

RESTRICTIONS

1. Prior to construction, drainage plans will be submitted to the City of Round Rock Public Works Department for review. Rainfall runoff will be limited to maximum rate at undeveloped status by detention at other approved methods.
2. Building slab elevation shall be 1 ft. above any point on the lot within 5 ft. of the perimeter of the building. The first 10 ft. of driveway shall have the same or greater elevation from the top of the curb.
3. Prior to grading, any type of earth moving, construction of, on or under the land in this subdivision, a drainage plan be signed by a registered professional engineer shall be submitted for the proposed developments, and modifications thereof to the Engineering Department of the City of Round Rock and the Commissioners' Court of Williamson County for review and approval.

APPROVED FOR ACCEPTANCE

Approved this 20th day of January, 1983, by the City Planning and Zoning Commission of the City of Round Rock, Texas.

H. J. Wright
Secretary - Council

PASSED AND APPROVED

This the 20th day of January, 1983, A.D.

Larry L. Long, Mayor
APPROVED
William R. Smith
Attest: County Clerk, Williamson County, Texas

AUTHORIZED TO BE FILED FOR RECORD BY WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, *James H. Anderson*, Clerk of the County Court of Williamson County, do hereby certify that the foregoing instrument is a true and correct copy of the original as filed for record in my office on this day of January, 1983, A.D., at 1:00 o'clock P.M., and is recorded in the County Clerk's Office, in the City of Round Rock, Texas, in Book *10*, Page *100*.

WITNESS my hand and seal at the County Court of said County, at office in Georgetown, the date last above written.

James H. Anderson
County Clerk, Williamson County, Texas

WITNESS my hand this 2 day of January, 1983, A.D.
Robert C. Clark
Robert C. Clark
Notary Public in and for Williamson County, Texas
My Commission Expires 12/31/84
(Print Name) ROBERT CLARK

STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Robert C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL of office this 2 day of January, 1983, A.D.

Robert C. Clark
Notary Public in and for Williamson County, Texas
My Commission Expires 12/31/84
(Print Name) ROBERT CLARK

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Robert C. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL of office this 2 day of January, 1983, A.D.

Robert C. Clark
Notary Public in and for Williamson County, Texas
My Commission Expires 12/31/84
(Print Name) ROBERT CLARK

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads and other public thoroughfares and any bridge or culvert necessary to be constructed or placed in the plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas, and said Commissioners' Court assumes an obligation to build or maintain any of the streets, roads or other public thoroughfares shown on the plat or of constructing any of the bridges or culverts in connection therewith. It is further understood that upon completion of the plat and specifications of the Developer and upon acceptance of the plat along the roads and streets in the plat, the Developer, and all delivery companies have Commissioners' Court, assumes full responsibility for maintenance of said streets, roads and drainage facilities.

FILED BY
KENTON L. WILSON, JR.
2011 Archer Lane
Austin, Texas 78701

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, John W. Whitaker, III, do hereby certify that the information contained on this plat, together with the subdivision ordinance and the subdivision map adopted by the City of Round Rock, Texas.

John W. Whitaker, III
John W. Whitaker, III, P.E., Surveyor
12/31/84
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Kirby T. Meyer, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Ordinance of the City of Round Rock, Texas.

Kirby T. Meyer
Kirby T. Meyer, R.P.S., Plater
12/31/84
DATE



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2018 Edition) by amending Chapter 2, Zoning District and Use Regulations, regarding Mobile Food Establishment permit fees.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Planning and Development Services Department

Text of Legislative File 2019-0188

The Council revised Section 2-93 of the Code of Ordinances regarding Mobile Food Establishments on February 28, 2019 to provide for a permit for the short-term location of food trucks on any property with a commercial, employment or industrial zoning designation, in addition to other limited locations, including public facilities, event centers, educational campuses and places of worship. This short-term accessory use permit allows for the food truck to operate for up to three consecutive days. A maximum of four permits per year are allowed for each property. This resolution establishes a fee of \$25 for the short-term permit.

RESOLUTION NO. R-2019-0188

A RESOLUTION AMENDING “APPENDIX A: FEES, RATES AND CHARGES” TO THE CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, RELATED TO ZONING AND DEVELOPMENT CODE, CHAPTER 2, ZONING DISTRICT AND USE REGULATIONS, REGARDING MOBILE FOOD ESTABLISHMENT PERMITS.

WHEREAS, the City wishes amend certain fees for Mobile Food Establishment Permits;

Now Therefore

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

I.

That “Appendix A: Fees, Rates and Charges” to the Code of Ordinances, City of Round Rock, Texas, related to Zoning and Development Code, Chapter 2, Zoning District and Use Regulations, is hereby amended to read as follows:

CHAPTER 2: ZONING DISTRICT AND USE REGULATIONS		
Article VI. Mixed-Use and PUD Districts and Commercial, Employment and Industrial Districts:		
2-93(c)(6)	Mobile Food Establishment Annual Permit	\$150.00
<u>2-93(c)(8)</u>	<u>Mobile Food Establishment 3-Day Permit</u>	<u>\$25.00</u>

II.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting

was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution granting the Petition for Consent to Creation of Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Vicinity Map

Department: Planning and Development Services Department

Text of Legislative File 2019-0210

In accordance with State law, the owners of the Cressman property have petitioned the City to consent to the creation of Round Rock Municipal Utility District (MUD) No. 2. The Cressman property, approximately 174.10 acres of land, was annexed into the City on February 14, 2019. Approval of this resolution means that the City consents to the creation of the MUD. The consent and development agreement are to be considered as a separate agenda item.

RESOLUTION NO. R-2019-0210

**A RESOLUTION OF THE CITY OF ROUND ROCK, TEXAS, CONSENTING
TO THE CREATION OF ROUND ROCK MUNICIPAL UTILITY DISTRICT
NO. 2**

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Cressman Enterprises, LP, Kathryn A. Cressman, and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased have submitted to the City of Round Rock, Texas (the "City") the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Round Rock Municipal Utility District No. 2 (the "District") over the land more particularly described in the Petition (the "Land"), which is located within the corporate boundaries of the City; and

WHEREAS, the City desires to grant the Petition and consent to the creation of the District over the Land, Now Therefore

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

Section 1. **Consent.** The City hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

Section 2. **Effective Date.** This Resolution shall be in full force and effect from and after its passage on the date shown below.

Section 3. **Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

PETITION FOR CONSENT TO CREATION OF ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ROUND ROCK,
TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Round Rock, Texas, for its written consent to the creation of an in-city municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is further proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 174.20 acres of land, more or less, situated in Williamson County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the corporate boundaries or city limits of the City of Round Rock, Texas (the "City") and may properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Williamson County, Texas. There are no lienholders on the Land.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for maintenance, operation, and conveyance of park and recreational facilities; (iv) for conveyance of roads and improvements in aid of roads; and (v) for maintenance, operation, and conveyance

of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work, because there is not now available within the area, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, park and recreational facilities system, or roadway system to serve the Land, which will be developed for single-family residential use. The health and welfare of the present and future inhabitants of the area and of the adjacent areas requires the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, park and recreational facilities system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, park and recreational facilities system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$19,089,823.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District as an in-city municipal utility district, as described in this Petition.

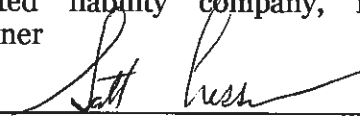
Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 7th day of March, 2019.

PETITIONERS:

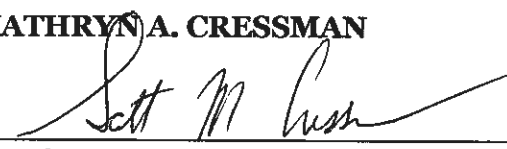
CRESSMAN ENTERPRISES, LP, a Texas limited partnership

By: Cressman Enterprises GP, LLC, a Texas limited liability company, its General Partner

By: 
Scott Cressman, Managing Member

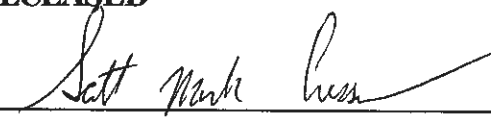
Date: 3/15/19

KATHRYN A. CRESSMAN


Scott M. Cressman, Agent (Attorney-in-Fact)

Date: 3/15/19

ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD CRESSMAN, DECEASED


Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased

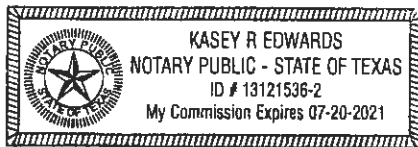
Date: 3/15/19

[Notary Acknowledgments on Following Page]

THE STATE OF TEXAS §
 §
COUNTY OF Bowie §

This instrument was acknowledged before me on the 15 day of March, 2019, by Scott Cressman, Managing Member of Cressman Enterprises GP, LLC, a Texas limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

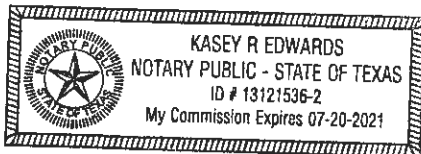


Kasey R. Edwards
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Bowie §

This instrument was acknowledged before me on the 15 day of March, 2019, by Scott M. Cressman, Agent (Attorney-in-Fact) of Kathryn A. Cressman, on behalf of Kathryn A. Cressman.

(SEAL)

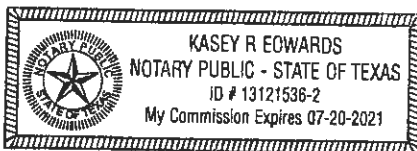


Kasey R. Edwards
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Bowie §

This instrument was acknowledged before me on the 15 day of March, 2019, by Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, on behalf of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased.

(SEAL)



Kasey R. Edwards
Notary Public, State of Texas

Exhibit A



Land Surveyors, Inc.
8000 Anderson Square Rd., Suite 101
Austin, Texas 78757
Office: 512.374.9722
Firm Reg. No. 10015100

Page 1 of 12

METES AND BOUNDS DESCRIPTION

BEING 174.20 ACRES OF LAND, OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NUMBER 173 AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF THREE PARCELS: PARCEL ONE BEING 162.34 ACRES OF LAND AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", AND ALSO BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1"; PARCEL TWO BEING A 9.77 ACRE TRACT OF LAND OUT OF SAID 81.41 ACRE TRACT; AND PARCEL THREE BEING 2.09 ACRES OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 2", AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"PARCEL 1" DESCRIPTION (162.34 ACRES)

BEGINNING at a calculated point in the west line of said 134.62 acre tract, being in the east line of a 33.302 acre tract of land conveyed to the State of Texas by instrument of record in Volume 1970, Page 515 of the Official Records of Williamson County, Texas, known therein as "Part 7", from which a 1/2" rebar found in the west line of the 134.62 acre tract and being in the east line of the said 30.302 acre tract, bears North 02°06'14" West a distance of 335.30 feet (record North 02°20'05" West a distance of 335.30 feet;

THENCE North 80°08'57" East crossing through the 134.62 acre tract a distance of 1313.52 feet to a calculated point being in the east line of the 134.62 acre tract and the west line of lot 21 in the Jackie Thomison Subdivision a subdivision of record in Cabinet I, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE South 12°11'04" East (record South 09°35' East) along the east line of the 134.62 acre tract and the west line of said Jackie Thomison Subdivision, a distance of 763.38 feet (record: 763.08 feet) to a 1/2" rebar found for the southwest corner of Lot 19, Jackie Thomison Subdivision, and being the northwest corner of Lot 18, Jackie Thomison Subdivision;

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomison Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 1736.34 feet (record: South 04°13'13" West a distance of 1736.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

Exhibit "A"

2. South 01°43'24" West a distance of 159.55 feet (record: South 04°20'29" West a distance of 159.57 feet) to a 1/2" rebar found for the southwest corner of Lot 13, Jackie Thomison Subdivision, and being in the north line of said 81.41 acre tract;

THENCE North 88°20'50" East (record: South 89°05'30" East), along the north line of the 81.41 acre tract and the south line of the Jackie Thomison Subdivision, passing at a distance of 564.27 feet (record: 564.63 feet) a 1/2" rebar found for the southeast corner of said Lot 13, Jackie Thomison Subdivision and the southwest corner of Lot 12, Jackie Thomison Subdivision, and continuing along the north line of the 81.41 acre tract and the south line of said Lot 12, Jackie Thomison Subdivision for a total distance of 1044.14 feet (record: 1043.76 feet) to a 1/2" rebar found for the northeast corner of the 81.41 acre tract, being the southeast corner of Lot 12, Jackie Thomison Subdivision and also being the southwest corner of a 75.074 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2004059024 of the Official Public Records of Williamson County, Texas, and also being the northwest corner of a 71.110 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, and Document Number 1989006727 of the Official Records of Williamson County, Texas;

THENCE along the east line of the 81.41 acre tract and the west line of said 71.110 acre tract the following four (4) courses:

1. South 00°34'09" East a distance of 358.63 feet (record: South 01°59'20" West a distance of 359.79 feet) to a 1/2" rebar found;
2. South 00°37'36" East a distance of 190.30 feet (record: South 01°58'49" West a distance of 190.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. South 00°48'29" East a distance of 162.53 feet (record: South 01°47'57" West a distance of 162.84 feet) to a 1/2" rebar found;
4. South 00°38'14" East a distance of 227.30 feet (record South 01°57'52" West a distance of 227.30 feet to a 1/2" rebar set with plastic cap stamped "BASELINE, INC." for a point of curvature in the east line of the 81.41 acre tract and the west line of a the 71.110 acre tract;

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a tangential curve to the right, having a radius of 1010.00 feet (record: 1010.00 feet), a length of 1371.49 feet (record: 1371.49 feet), a delta angle of 77°48'09" (record: 77°48'09"), and a chord which bears South 38°15'18" West a distance of 1268.52 feet (record: South 38°14'15" West a distance of 1268.52 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC
2. South 77°09'22" West a distance of 349.55 feet (record: South 77°08'19" West a distance of 349.55 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a tangential curve to the left, having a radius of 955.00 feet (record: 955.00 feet), a length of 430.67 feet (record: 430.67 feet), a delta angle of 25°50'18" (record: 26°50'19"), and a chord which bears South 64°14'09" West a distance of 427.03 feet (record: South 64°13'10" West a distance of 427.03 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."

Exhibit "A"

THENCE South 87°41'04" West (record South 89°42'01" West), along the South line of the 81.41 acre tract, a distance of 83.72 feet (record: 84.07 feet) to a 1/2 rebar found for the southwest corner of the 81.41 acre tract, and being in the east line of Lot 29, Block E, Legends Village Section 2, Phase 4; a subdivision of record in Document Number 2010074432 of the Official Public Records of Williamson County, Texas;

THENCE North 09°58'00" East (record: North 12°34'57" East), along the west line of the 81.41 acre tract and the east line of said Block E, Legends Village Section 2, Phase 4 a distance of 1163.69 feet (record: 1163.76 feet) to a 1/2 rebar found for the northeast corner of Lot 5A, Block E, Legends Village Section 2, Phase 4;

THENCE continue along the west line of the 81.41 acre tract and the north line of Block E, Legends Village Section 2, Phase 4 the following two (2) courses:

1. North 84°21'16" West a distance of 177.68 feet (record: North 81°44'19" West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 88°23'23" West a distance of 479.83 feet (record: North 85°47'31" West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block E, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block G, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North 00°53'17" East (record: North 03°30'41" East), continuing along the west line of the 81.41 acre tract and the east line of said Block G, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block G, Legends Village Section 2, Phase 3;

THENCE South 88°57'23" West (record: North 88°26'57" West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 600.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block G, Legends Village Section 2, Phase 3, and also being in the east line of the 33.302 acre tract;

THENCE along the west line of the 134.62 acre tract and the east line of the 33.302 acre tract the following three (3) courses:

1. North 17°20'44" East a distance of 294.02 feet (record: North 19°55'18" East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a tangential curve to the left, having a radius of 2954.43 feet (record: 2954.43 feet), a length of 1122.13 feet (record: 1124.02 feet), a delta angle of 21°45'42" and a chord which bears North 08°10'07" East a distance of 1115.40 feet (record: North 08°33'52" East a distance of 1117.25 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
3. North 02°16'14" West (record - North 02°20'05" West), passing at a distance of 1031.02 feet a 1/2" iron pipe found, and continuing for a total distance of 1599.06 feet (record: 1599.06) to a 1/2" rebar found for the POINT OF BEGINNING of "PARCEL 1".

Exhibit "A"

This tract contains 162.34 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 2" DESCRIPTION (9.77 ACRES)

BEGINNING at a 1/2" rebar set with plastic cap stamped "BASELINE, INC." in the east line of the 81.41 acre tract and also being in the west line of a 9.258 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014056270 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 00°40'22" West a distance of 153.40 feet (record North 01°55'02" East a distance of 153.40 feet);

THENCE South 00°40'22" East (record: South 01°55'02" West), along the east line of the 81.41 acre tract and the west line of said 9.258 acre tract, a distance of 249.48 feet (record: 249.48 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

THENCE South 01°24'37" East (record: South 01°10'47" West), continuing along the east line of the 81.41 acre tract, the west line of the 9.258 acre tract, and the west line of the remainder of a 101.110 acre tract conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 451 of the Official Records of Williamson County, Texas, a distance of 348.85 feet (record: 348.79 feet) to a 1" iron pipe found for a southeast corner of the 81.41 acre tract, being the northeast corner of a 10.516 acre tract of land conveyed to Jonathan Matthey Mitchell and Connie Mitchell by instrument of record in Document Number 1999074908 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of the 81.41 acre tract and the north and west line of said 10.516 acre tract the following two (2) courses:

1. South 84°30'10" West a distance of 780.21 feet (record: South 87°06'37" West a distance of 780.37 feet) to a 60D nail found in the approximate centerline of an asphalt drive;
2. South 11°17'24" East a distance of 500.05 feet (record: South 08°40' East a distance of 500.08 feet) to a 60D nail found in the approximate centerline of said asphalt drive, being the southernmost southeast corner of the 81.41 acre tract, and also being the northeast corner of a 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014027063 of the Official Public Records of Williamson County, Texas and herein known a Reference Point "A";

THENCE continue along the south line of the 81.41 acre tract and the north line of said 4.680 acre tract the following seven (7) courses:

1. South 85°51'39" West a distance of 250.62 feet (record: South 88°25'43" West a distance of 250.41 feet) to a 3/8 rebar found;
2. North 82°42'31" West a distance of 142.60 feet (record: North 80°03' West a distance of 142.70 feet) to a 3/8 rebar found;
3. North 58°37'07" West a distance of 69.36 feet (record: North 56°06' West a distance of 69.40 feet) to a 3/8" rebar found;

Exhibit "A"

4. North 28°19'17" West a distance of 65.01 feet (record: North 25°46' West a distance of 65.00 feet) to a cotton spindle with washer found;
5. North 01°48'42" West a distance of 136.78 feet (record: North 00°48'30" East a distance of 137.00 feet) to a 3/8" rebar found;
6. South 87°59'46" West a distance of 57.83 feet (record: North 89°11'30" West a distance of 58.00 feet) to a 3/8" rebar found;
7. North 11°15'21" West a distance of 140.43 feet (record: North 08°35'32" West a distance of 140.43 feet) to a 3/8" rebar found; from which a 1/2" rebar found bears North 11°15'21" West a distance of 79.13 feet (record: North 08°38'32" West a distance of 79.20 feet);

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a non-tangential curve to the right, having a radius of 1020.00 feet (record: 1020.00 feet), a length of 438.38 feet (record: 438.38 feet), a delta angle of 24°37'29" (record: 24°37'29") and a chord which bears North 64°50'38" East a distance of 435.01 feet (record: North 64°49'35" East a distance of 435.01 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 77°09'22 East a distance of 84.49 feet (record: North 77°08'19" East a distance of 84.49 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a non-tangential curve to the left, having a radius of 1140.00 feet (record: 1140.00 feet), a length of 998.28 feet (record: 998.28 feet), a delta angle of 50°10'23" (record: 50°10'22") and a chord which bears North 52°04'11" East a distance of 966.69 feet (record: North 52°03'08" East a distance of 966.69 feet) to the POINT OF BEGINNING.

This tract contains 9.77 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 3 DESCRIPTION" (2.09 ACRES)

COMMENCING at the aforesaid Reference Point "A";

THENCE South 11°11'27" East (record: South 08°40' East), along the east line of said 4.680 acre tract and the west line of the 10.516 acre tract a distance of 28.84 feet to a 60D nail found for the northeast corner of said 2.09 acre tract, being the southeast corner of the 4.680 acre tract for the POINT OF BEGINNING.

THENCE South 11°18'22" East (record: South 08°40' East), along the east line of the 2.09 acre tract and the west line of the 10.516 acre tract and the west line of a 6.16 acre tract of land conveyed to R.A. Waits by instrument of record in Volume 617, Page 812 of the Deed Records of Williamson County, Texas a distance of 179.22 feet (record: 179.27 feet) to a 60D nail found for the southeast corner of the 2.09 acre tract and being in the north line of a 13.101 acre tract of land conveyed to Joseph J. Widdison and Heather Widdison by instrument of record in Document Number 2018053383 of the Official Public Records of Williamson County, Texas;

Exhibit "A"

THENCE along the south line of the 2.09 acre tract and the north line of said 13.101 acre tract the following two (2) courses:

1. South 87°34'22" West a distance of 469.69 feet (record: North 89°47' West a distance of 469.70 feet) to a calculated point;
2. North 43°28'09" West a distance of 94.97 feet (record: North 40°49'37" West a distance of 94.98 feet) to a calculated point for an angle point in the south line of the 4.680 acre tract;

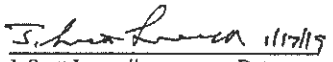
THENCE North 01°45'50" West (record: North 00°52'28" East), along the west line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 111.27 feet (record: 111.27 feet) to a calculated point; from which a 1/2" rebar found bears North 00°51'36" East a distance of 12.42 feet;

THENCE North 88°14'03" East (record: South 89°07'32" East), along the north line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 503.14 feet (record: 503.14 feet) to the POINT OF BEGINNING.

This tract contains 2.09 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

THE TOTAL COMBINED NET ACREAGE OF ALL THREE PARCELS IS 174.20 ACRES.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83/96CORS.


J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: S:\Projects\Cressman Ranch\Docs\Field Notes\Cressman Ranch Title SF-3 M&B_fn.doc

Exhibit "A"

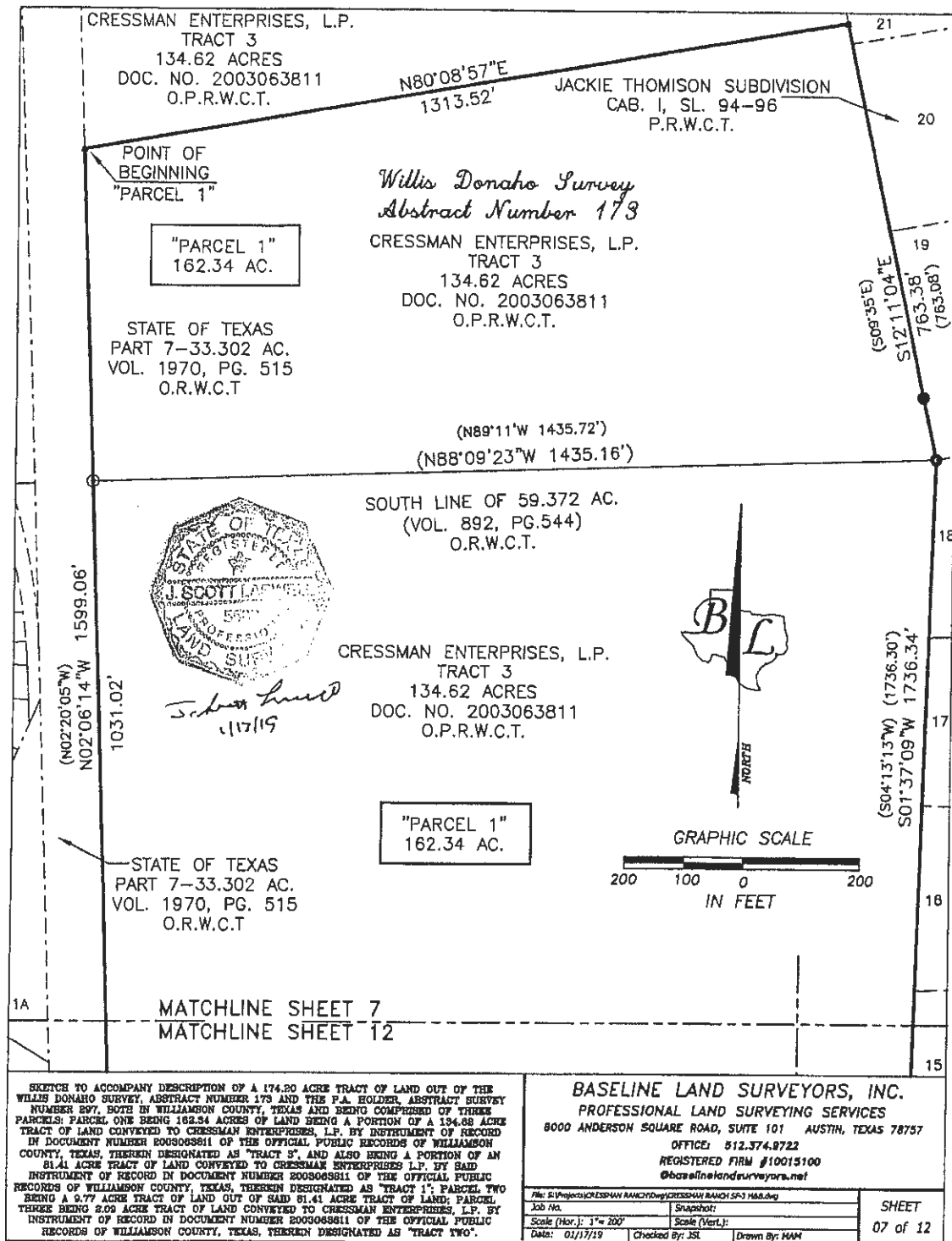


Exhibit "A"

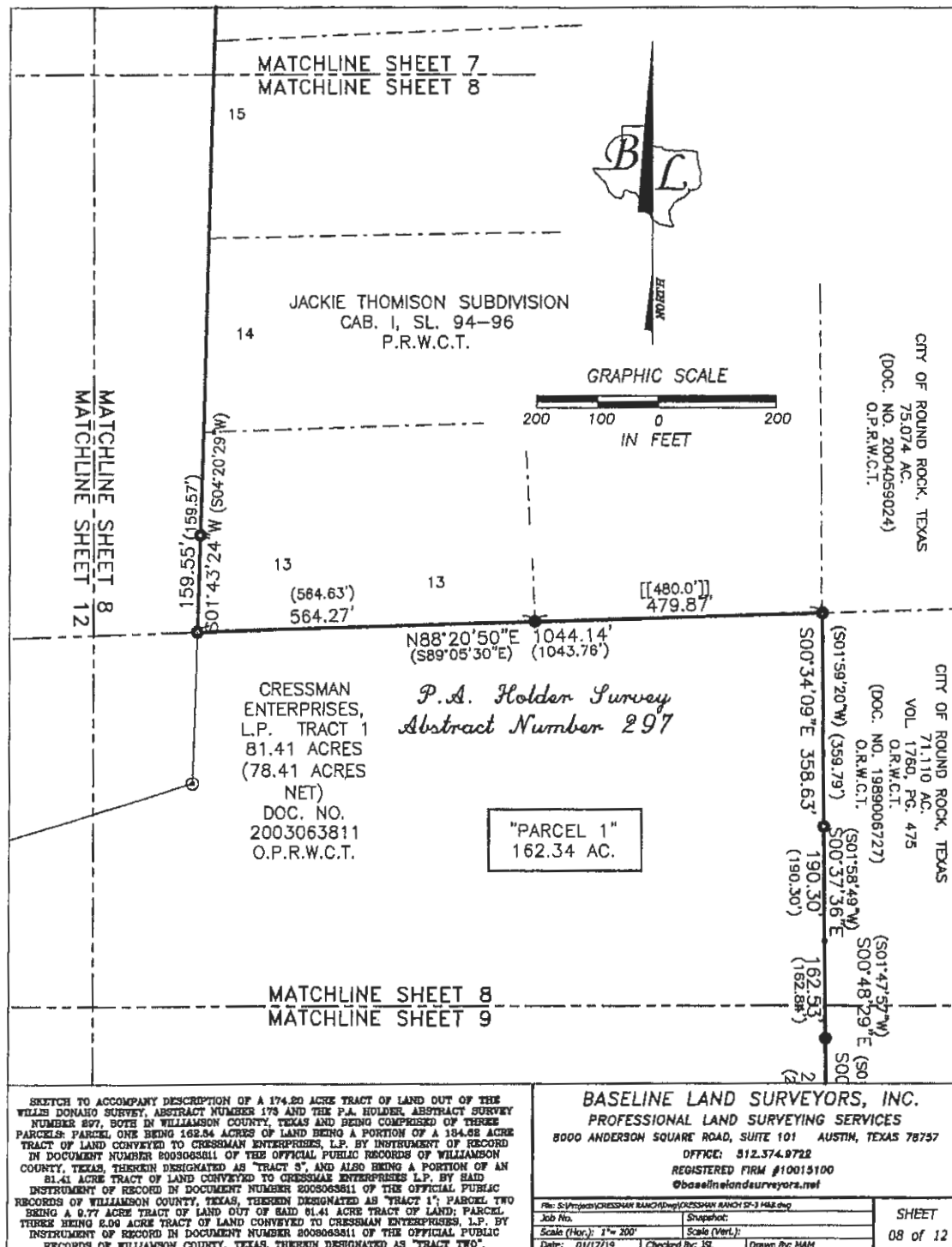


Exhibit "A"

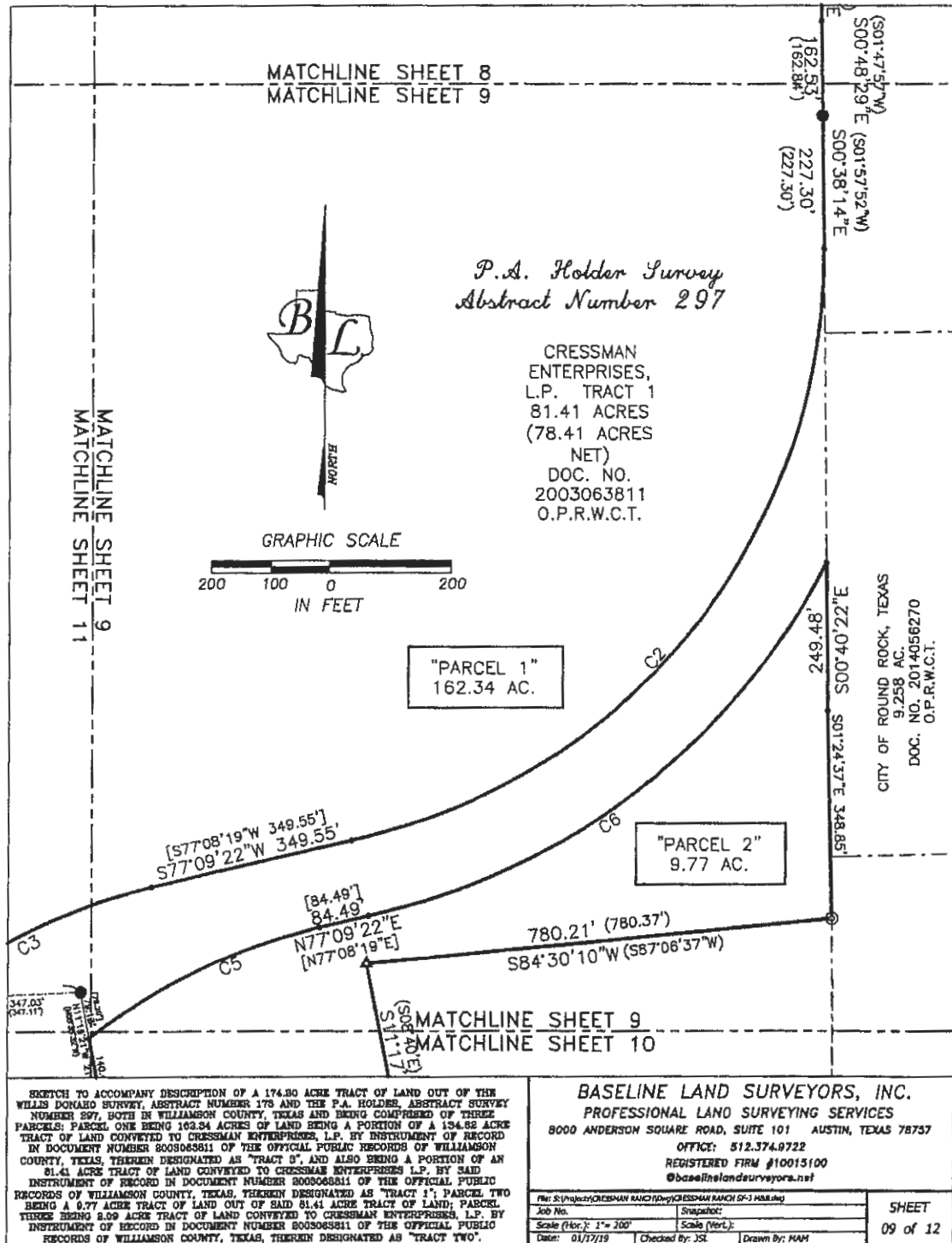


Exhibit "A"

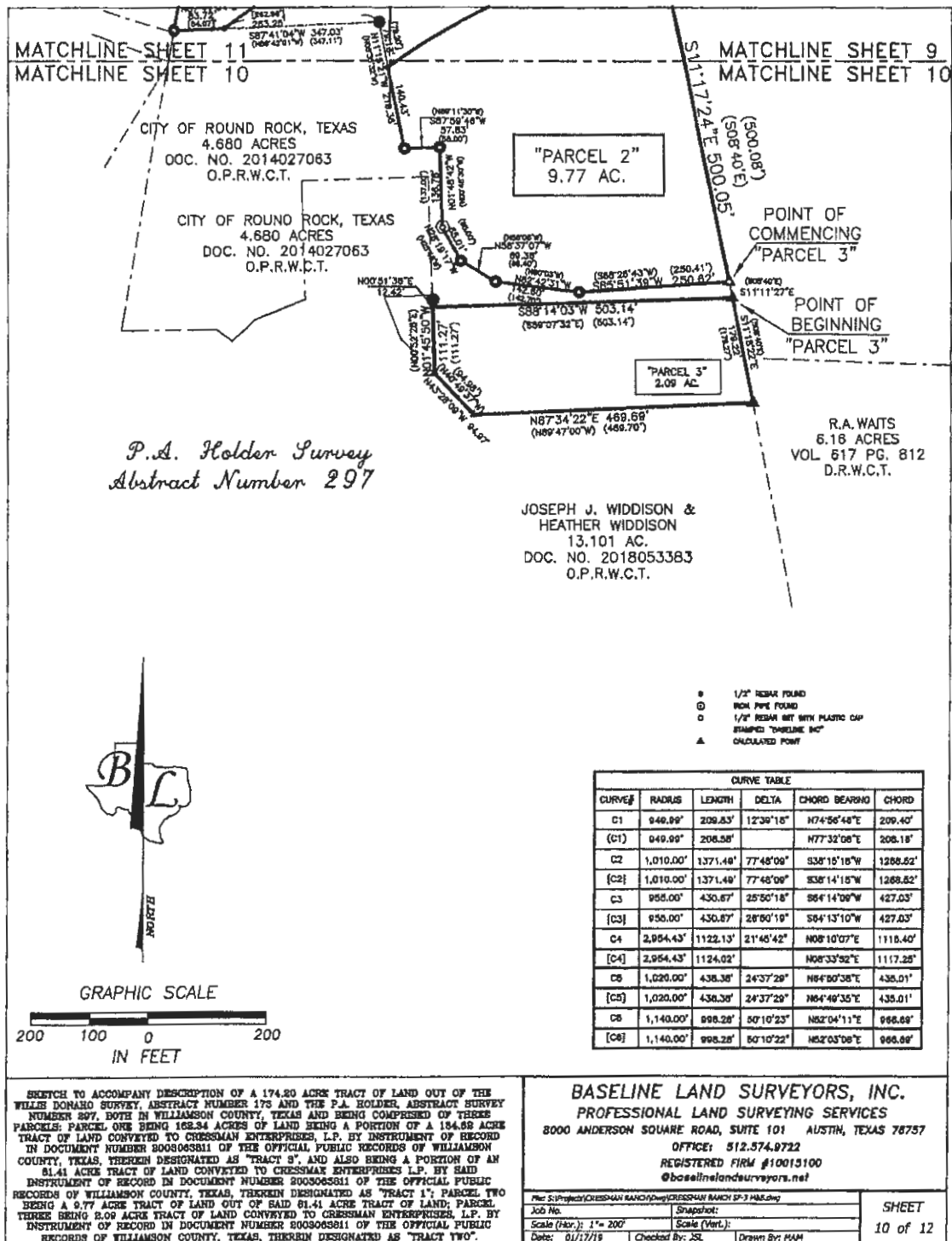


Exhibit "A"

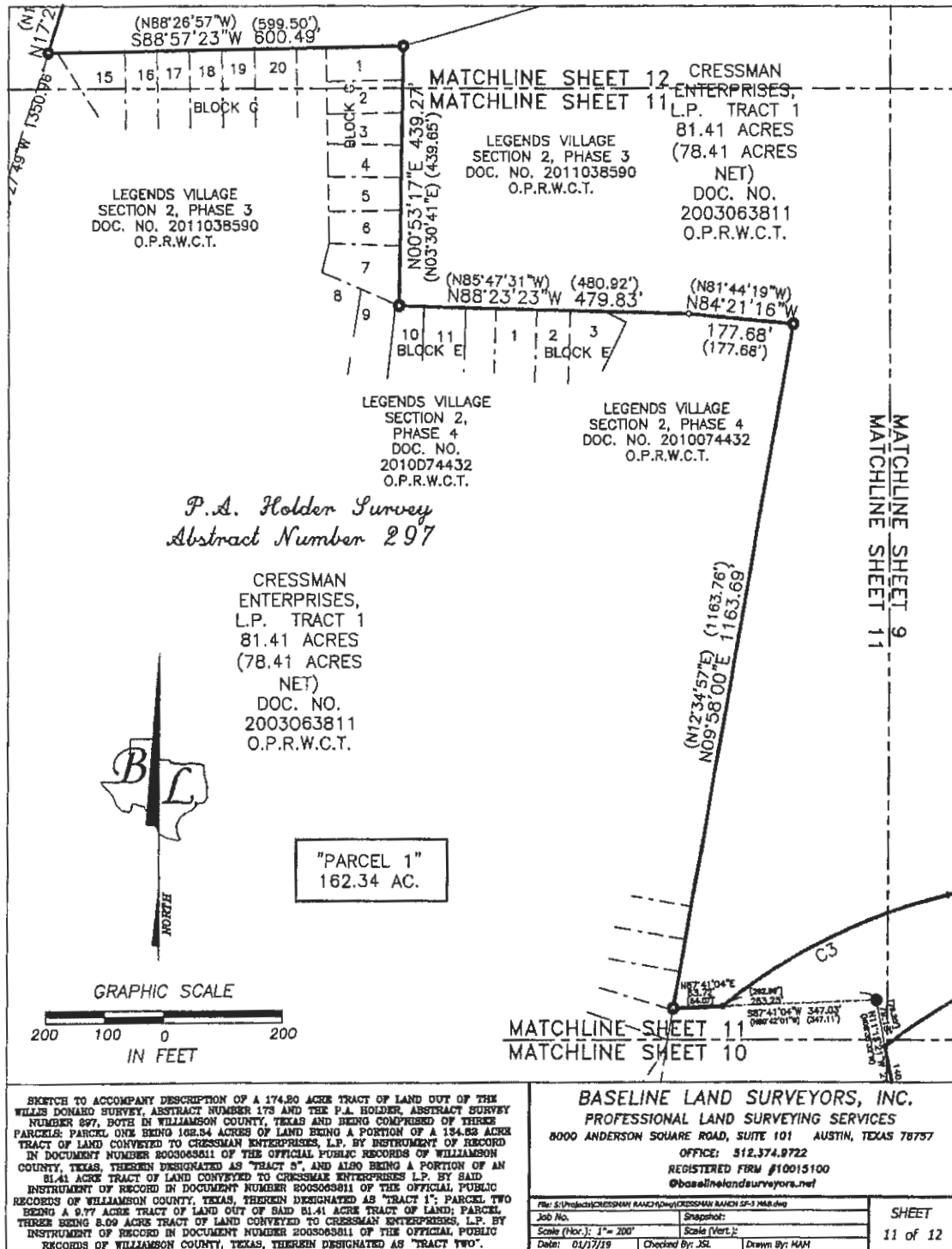


Exhibit "A"

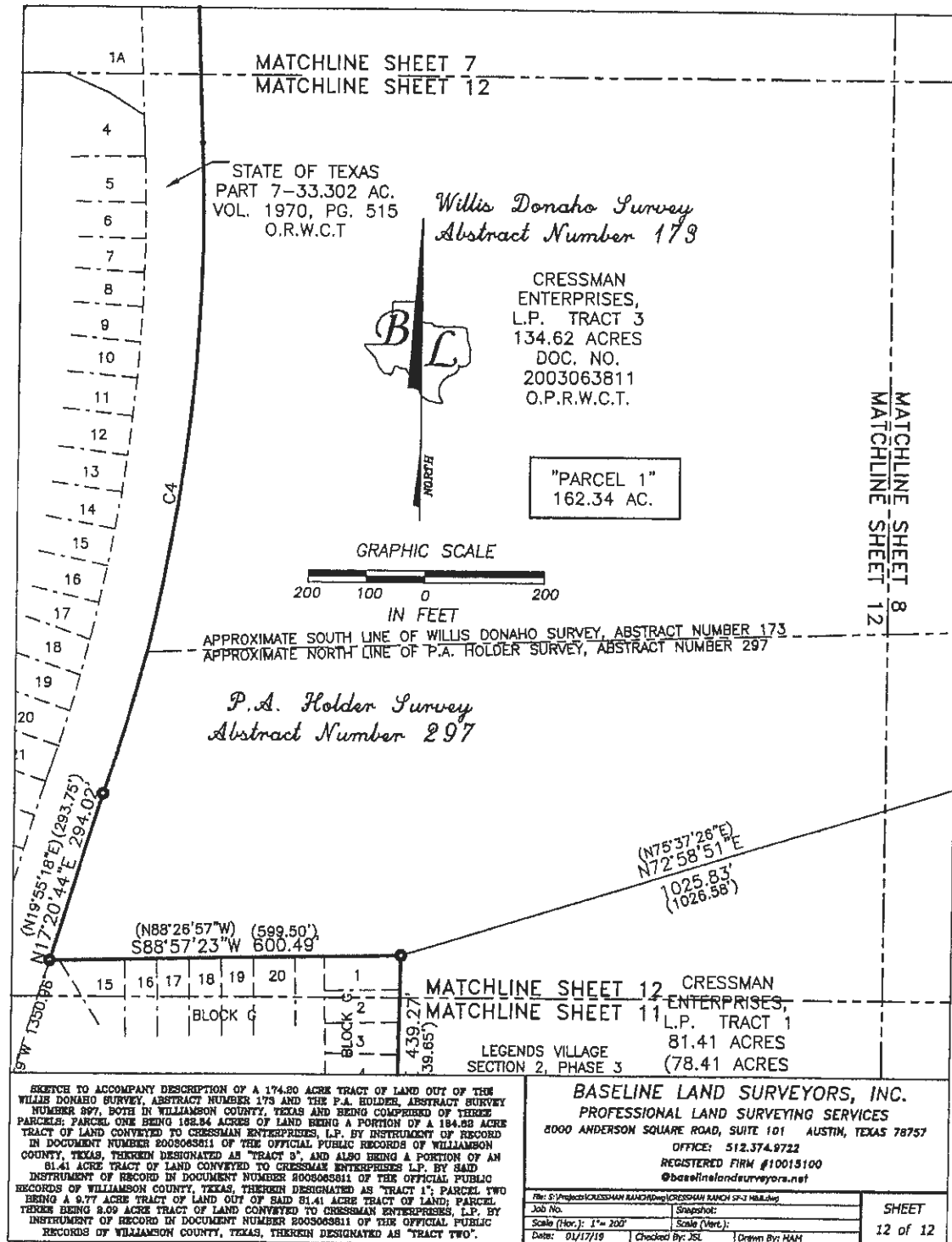
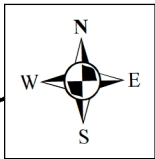


Exhibit "A"



E Old Settlers Blvd

N W Grimes Blvd

SF-3
174.2 ac.

SF-2

E Palm Valley Blvd



City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the Mayor to execute a Consent and Development Agreement with Cressman Enterprises, LP, et al. and Round Rock Municipal Utility District No. 2 regarding the development of 174.10 acres of land.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Vicinity Map

Department: Planning and Development Services Department

Text of Legislative File 2019-0209

The consent and development agreement for the creation of Round Rock Municipal Utility District (MUD) No. 2 is between the City, the owners of the Cressman property and the MUD. The Cressman property, approximately 174.10 acres of land, which was annexed into the City on February 14, 2019, is the area that will be contained in the MUD. The SF-3 (Single Family - Mixed Lot) zoning district was applied to it at the time of annexation.

The purpose of the MUD is to provide the developer of the property an alternate way to finance the necessary infrastructure within its boundaries, including water, sewer, drainage and road facilities. Managed by a Board elected by MUD property owners, the MUD may issue bonds to reimburse a developer for authorized improvements, using property tax revenues and user fees received from water and sewer services to repay the debt. Since the MUD will be within the City limits, all City services will be provided to the residents. Property taxes from both the City and the MUD will be applied to the properties within the MUD. The agreement includes a bond limit amount of \$14.1 million dollars for the MUD. The total tax rate, combining the City's tax rate and the MUD's tax rate, is expected to be comparable to the what a new MUD's tax rate would be for property outside of the City.

Part of this agreement includes the dedication of right-of-way for a re-alignment of Kenney Fort Boulevard and the dedication of park land. The re-alignment will alter the route already acquired by the City and provide the City with a parcel of land adjoining Old Settlers Park, which is desirable to the City.

RESOLUTION NO. R-2019-0209

WHEREAS, Cressman Enterprises, LP, Kathryn A. Cressman, and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased (“Owner”) is the owner of 174.20 acres of land (“Land”) located within the corporate boundaries of the City of Round Rock (“City”); and

WHEREAS, Round Rock Municipal Utility District No. 2 (“District”) is a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code; and

WHEREAS, the City, Owner, and the District desire to enter into a Consent and Development Agreement regarding the development of the Land, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Consent and Development Agreement, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of May, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

CITY OF ROUND ROCK, TEXAS;

**CRESSMAN ENTERPRISES, LP, KATHRYN A. CRESSMAN, AND THE
ESTATE OF MARVIN R. CRESSMAN, A/K/A MARVIN RICHARD
CRESSMAN, DECEASED;**

AND

ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by the **City of Round Rock, Texas**, a home-rule city located in Williamson County, Texas (the “City”), and **Cressman Enterprises, LP, Kathryn A. Cressman, and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased** (collectively, the “Owner”). Subsequent to its creation, **Round Municipal Utility District No. 2**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The City, the Owner, and the District are sometimes referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Owner owns approximately 174.21 acres of land located entirely within the corporate boundaries of the City (the “Land”); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**, and its boundaries are depicted on the concept plan attached as **Exhibit B** (the “Concept Plan”); and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the City wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in **ARTICLE I** below) and has presented the City with a petition requesting the City’s consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the City water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water

Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the City and the Owner intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General’s Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; Chapter 791, Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a municipal corporation operating under a home-rule City Charter adopted under the laws of the State of Texas and pursuant to which the City has the authority to enter into and perform its obligations under this Agreement including, but not limited to, the ownership and operation of the District Improvements;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City’s rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District’s borrowing power.

City means the City of Round Rock, Texas, a home-rule city located in Williamson County, Texas.

City Objection is defined in Section 7.02(b).

City Manager means the City Manager of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

Concept Plan means the concept plan for the Land attached as **Exhibit B**, as amended from time to time in accordance with this Agreement.

County means Williamson County, Texas.

Developer means the Owner, or any successor or permitted assign of the Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 9.03 below.

District means Round Rock Municipal Utility District No. 2, a political subdivision of the State of Texas to be created over the Land, with the consent of the City, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the area within the District boundaries.

Effective Date of this Agreement means the 9th day of May, 2019.

Land means approximately 174.21 acres of land located in the City limits, as described by metes and bounds on **Exhibit A**.

Owner means, collectively, Cressman Enterprises, LP; Kathryn A. Cressman; and the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, or their successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II

CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. **Consent to Creation of District.** The City acknowledges receipt of the Owner's request, in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as

Exhibit C consenting to the inclusion of the Land within the District (the “*Consent Resolution*”). The City agrees that the Consent Resolution will constitute and evidence the City’s consent to the creation of the District within the City’s corporate limits in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City’s consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the City this Agreement within thirty (30) days after the date the District’s Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

Section 2.03. District Bonds. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.02, and if the City does not terminate this Agreement, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

Section 2.04. Reimbursement Agreements. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.02, and if the City has not terminated this Agreement, such failure shall operate to prohibit the Owner or any Developer of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.05. Intent of Parties Related to Allocation Agreement. Under Section 54.016(f), Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

ARTICLE III WATER AND WASTEWATER SERVICE

Section 3.01. City Retail Water and Wastewater Service. Retail water supply and wastewater collection and treatment services will be provided by the City. The water distribution and wastewater collection systems within the District shall be owned by the City. The City will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The City’s standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City’s corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City agrees and commits to provide water and wastewater service sufficient

{W0881151.14}

{W0881151.14}

for the full build-out of the District at flow rates and pressures (including fire flows) sufficient to meet the minimum requirements of the Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale.

ARTICLE IV ROADWAY IMPROVEMENTS

Section 4.01. Right of Way Dedications. The City has previously acquired right-of-way through the Land for the extension of Kenny Fort Boulevard but desires to realign Kenny Fort Boulevard as generally depicted on **Exhibit D**. The Owner will convey by warranty deed, at no cost to the City, 100% of the right-of-way required for such realignment within the Land, but reserves the right to seek reimbursement for such right-of-way from the District in accordance with this Agreement. The Parties acknowledge that the final location of the roadways within the Land may be subject to minor changes from those shown on the Concept Plan based on the final right-of-way alignment of Kenny Fort Boulevard.

Section 4.02. Road Construction. The City agrees that it will be responsible for the design of Kenny Fort Boulevard and paying the cost for same. The Owner agrees that it will contribute to the cost of extending Kenny Fort Boulevard through the Land up to a maximum of \$1,775,794 (the "Road Contribution Cap") either (a) by constructing a portion of such extension (such portion to be determined in connection with approval of the preliminary plan for the Land) in accordance with the City-approved design, in which event the City will be responsible for any costs in excess of the Road Contribution Cap; or (b) by paying the City's applicable road/traffic impact fees for development within the Land in accordance with the Applicable Rules up to the Road Contribution Cap. The Owner reserves the right to seek reimbursement for such costs from the District. For the avoidance of doubt, (i) if the Owner elects to construct a portion of Kenny Fort Boulevard pursuant to clause (a) above, no road/traffic impact fees will be payable with respect to the Land; and (ii) if the Owner elects to pay the City's applicable road/traffic impact fees for development within the Land pursuant to clause (b) above, the Owner will not be required to construct any portion of Kenny Fort Boulevard. Whether the Owner elects either (a) or (b) above, the Owner shall not be obligated to obtain a Traffic Impact Analysis.

ARTICLE V PARK AND RECREATIONAL AMENITIES

Section 5.01. Parkland. The Owner agrees that the park and open space land depicted in green on **Exhibit D** (the "Park Land") will be conveyed to the City, subject to the right to seek reimbursement for costs of the Park Land from the District in accordance with this Agreement. The City agrees that conveyance of the Park Land to the City will constitute full satisfaction of the City's parkland dedication requirements for the Land. Any trails within the Park Land will be constructed in accordance with the City's standards under the Applicable Rules and shall be open to the public. The City will accept the conveyance of the Park Land, including any trails thereon, and will operate and maintain the Park Land as part of the City's park system.

ARTICLE VI
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE,
OWNERSHIP, OPERATION, AND MAINTENANCE OF DISTRICT
IMPROVEMENTS

Section 6.01. Design, Financing, and Construction. Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City on behalf of the District all District Improvements at no cost to the City. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Unless the Developer's service requirements for the Land change or the Parties otherwise agree, the City will not require that the Developer or the District oversize, finance, or construct any utility, park, or road improvements to serve property other than the Land.

Section 6.02. Conveyance, Ownership, Operation, and Maintenance. Upon completion of construction of each phase of the District Improvements: (i) the City will accept such improvements for operation and maintenance in accordance with the Applicable Rules; and (b) the Developer will promptly convey those facilities to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, (ii) a reservation of all capacity in those facilities for the benefit of the District, and (iii) the Developer's right, if any, to reimbursement from the District for the cost of those improvements in accordance with the rules of the Commission. The Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City. The City agrees that its acceptance of facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any facilities. Nothing herein will prevent the City from using District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VII
AUTHORITY TO ISSUE BONDS

Section 7.01. Authority to Issue Bonds. The District may issue Bonds only as permitted by this Agreement. The District may reimburse a Developer for expenditures authorized by Commission rules and regulations and this Agreement; however, the purposes for which the District may issue Bonds are restricted to:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing)

necessary to:

- (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
 - (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;
 - (4) Design, acquire, construct, and finance Road Projects; and
 - (5) Develop and maintain park and recreational facilities, subject to the applicable limitations of Section 49.461-49.466, Texas Water Code, or as permitted under Section 54.201, Texas Water Code;
- (b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;
- (c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155, Texas Water Code; and
- (d) Paying other expenses authorized by Section 49.155, Texas Water Code.

Section 7.02. City Submittals; Objections.

- (a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:
- (1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Manager and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds, which notice shall include:
 - A. A copy of the District's application to the TCEQ, including the amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds, the engineering report, the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds;
 - B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and
 - C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this

Agreement.

(2) If the District intends to issue Bonds that do not require TCEQ approval (*e.g.*, Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Manager and City Attorney at least thirty (30) days prior to pricing of the Bonds, which notice shall include:

A. The amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds or Bonds to be refunded by such Bonds, the engineering report (if applicable), the projected debt service schedule, the projected District debt service tax rate after the closing date of the Bonds, and the projected final maturity date of the Bonds.

B. Written certification by the District's financial advisor that the Bonds, when issued, will meet the existing economic feasibility guidelines established by TCEQ for districts issuing bonds in Williamson County; and

C. Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement.

(3) Within five (5) days after pricing of any Bonds and no less than fourteen (14) days before the closing date of such Bonds, the District shall provide the City with the following information:

A. If TCEQ approval is required, a copy of the TCEQ order approving the Bonds;

B. A description of the District Improvements to be funded by the Bonds, if applicable;

C. The amount of Bonds being proposed for issuance;

D. A debt service schedule for the Bonds;

E. The proposed District debt service tax rate after the closing date of the Bonds;

F. A savings schedule for any refunding Bonds; and

G. Written certification by the District that the District is in compliance in all material respects with the conditions set forth in this Agreement, including without limitation the information necessary to evidence compliance with the requirements of Section 7.04.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the

information required by Sections 7.02(a)(1) or 7.02(a)(2), as applicable, and a period of ten (10) days after receiving the information required by Section 7.02(a)(3) within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (a) be in writing; (b) be given to the District; (c) be signed by the City Manager or the City Manager's designee; and (d) specifically identify the applicable provision of the Consent Ordinance or this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(c) Within thirty (30) days after the closing date of a series of Bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ. The District shall send a copy of any material event notices filed under applicable federal securities laws or regulations to the City Manager within thirty (30) days after filing such notices with the applicable federal agency. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information to the City.

Section 7.03. Bond Limit Amount. The total amount of Bonds issued by the District, excluding refunding Bonds, shall not exceed \$14,100,000 unless approved by the City.

Section 7.04. Terms and Conditions of Bonds.

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(1) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(2) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(4) The District shall reserve the right to redeem its Bonds not later than the tenth (10th) anniversary of the closing date of such Bonds, without premium;

(5) No variable rate Bonds shall be issued by the District;

(6) No Bonds (other than refunding Bonds) shall be issued by the District subsequent to the fifteenth (15th) anniversary of the Effective Date of this Agreement;

(7) Any refunding Bonds must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(8) Capitalized interest shall not exceed three years interest.

Section 7.05. Notification for Bond Reviews. The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, the terms and conditions of ARTICLE VII of this Agreement. The Owner and the District each agree that no Developer will be permitted to request reimbursement or authorization to reimburse any costs or expenses not authorized by this Agreement.

Section 7.06. Limit of City's Liability. Unless the City dissolves the District and assumes the assets and liabilities of the District under ARTICLE VIII below, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall not extend beyond its express agreements hereunder, including the obligations to operate and maintain the District Improvements after conveyance to the City and to use the District Improvements to serve the Land.

ARTICLE VIII DISSOLUTION OF DISTRICT

Section 8.01. Dissolution. The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE IX CONCEPT PLAN AND DEVELOPMENT MATTERS

Section 9.01. Phased Development. Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 9.02. Concept Plan. The City hereby confirms: (i) its approval of the Concept Plan, and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments

and widths, and other matters shown on the Concept Plan, and confirms that the Concept Plan has been approved by all required City departments, boards, and commissions.

Section 9.03. “Developer” Status. If and as the Owner, or any successor or permitted assignee of the Owner, initiates development of all or any portion of the Land, the Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a “Developer” under this Agreement as to the portion of the Land described in the notice.

Section 9.04. Uniform and Continued Development; Vesting. The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owner and any Developer hereunder has vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City’s ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 9.05. Term of Approvals. Except as provided below, the Concept Plan will be effective for the term of this Agreement. Any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law will be effective for the term of this Agreement. The Concept Plan will be deemed to have expired if no final plat of the Land is recorded for a period of five (5) years after the Effective Date of this Agreement or five (5) years expires after the recordation of the last final plat.

Section 9.06. Amendments to Concept Plan. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments; minor changes in lot lines; the designation of land for public or governmental uses; changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots); or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent

with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld.

Section 9.07. Director Lots. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 9.08. Other Utilities. The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

Section 9.09. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District’s confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the City and will be promptly removed when no longer needed.

Section 9.10. Impact Fees. Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City’s water, wastewater, and/or roadway systems, as applicable, for the living unit equivalents of service for which impact fees have been paid.

ARTICLE X AUTHORITY

Section 10.01. Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects.

ARTICLE XI TERM, ASSIGNMENT, AND REMEDIES

Section 11.01. Term. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to ARTICLE II) shall continue until the District is dissolved in accordance with ARTICLE VIII.

Section 11.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owner, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 11.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Meritage Homes of Texas, LLC and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If the Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 11.04. Remedies.

(a) If the City defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If the Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or

terminate this Agreement; however, except as permitted by Section 2.02, any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owner may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owner may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 11.05. Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Williamson County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

Section 12.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

With Required Copy to: Stephan L. Sheets
 Sheets & Crossfield
 309 E. Main Street
 Round Rock, Texas 78664-5264

OWNER: c/o Scott Cressman
 3232 Trexler Road
 Texarkana, Texas 75501

With Required Copy to: _____

And Required Copy to: Meritage Homes of Texas, LLC
 8920 Business Park Drive, Suite 350
 Austin, Texas 78759
 Attn: Elliot Jones

DISTRICT: John W. Bartram
 Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

Section 12.02. **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 12.03. **Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.04. **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 12.05. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written,

{W0881151.14}

{W0881151.14}

between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 12.06. Exhibits, Headings, Construction, and Counterparts.

All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 12.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 12.08. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

Section 12.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 12.10. Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 12.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owner (and any permitted assignee of the Owner).

Section 12.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description of the Land

Exhibit B - Concept Plan

Exhibit C - City Consent Resolution

Exhibit D - Depiction of Kenny Fort Boulevard Realignment and Park Land

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2019, by
Craig Morgan, Mayor of the City of Round Rock, a home-rule city on behalf of said City.

Notary Public Signature

(Seal)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

OWNER:

CRESSMAN ENTERPRISES, LP, a Texas limited partnership

By: Cressman Enterprises GP, LLC, a Texas limited liability company, its General Partner

By: _____
Scott Cressman, Managing Member

Date: _____

KATHRYN A. CRESSMAN

Scott M. Cressman, Agent
(Attorney-in-Fact)

Date: _____

**ESTATE OF MARVIN R. CRESSMAN,
A/K/A MARVIN RICHARD CRESSMAN,
DECEASED**

Scott Mark Cressman, Independent
Executor of the Estate of Marvin R.
Cressman, a/k/a Marvin Richard
Cressman, Deceased

Date: _____

[Notary Acknowledgments for Developer on Following Page]

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Scott Cressman, Managing Member of Cressman Enterprises GP, LLC, a Texas limited liability company, General Partner of Cressman Enterprises, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Scott M. Cressman, Agent (Attorney-in-Fact) of Kathryn A. Cressman, on behalf of Kathryn A. Cressman.

(SEAL)

Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Scott Mark Cressman, Independent Executor of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased, on behalf of the Estate of Marvin R. Cressman, a/k/a Marvin Richard Cressman, Deceased.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

**ROUND ROCK MUNICIPAL UTILITY
DISTRICT NO. 2**

By: _____
_____, President
Board of Directors

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2019, by
_____, President of the Board of Directors of Round Rock Municipal Utility
District No. 2, on behalf of said District.

(SEAL)

Notary Public Signature

EXHIBIT A

Metes and Bounds Description of the Land

[attached]



Land Surveyors, Inc.
8000 Anderson Square Rd., Suite 101
Austin, Texas 78757
Office: 512.374.9722
Firm Reg. No. 10015100

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METES AND BOUNDS DESCRIPTION

BEING 174.21 ACRES OF LAND, OUT OF THE WILLIS DONAHO SURVEY, ABSTRACT NUMBER 173 AND THE P.A. HOLDER SURVEY, ABSTRACT NUMBER 297, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF THREE PARCELS: PARCEL ONE BEING 162.35 ACRES OF LAND AND BEING A PORTION OF 134.62 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 3", AND ALSO BEING A PORTION OF AN 81.41 ACRE TRACT OF LAND CONVEYED TO CRESSMAN ENTERPRISES L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 1; PARCEL TWO BEING A 9.77 ACRE TRACT OF LAND OUT OF SAID 81.41 ACRE TRACT; AND PARCEL THREE BEING 2.09 ACRES OF LAND CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY SAID INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THEREIN DESIGNATED AS "TRACT 2", AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"PARCEL 1" DESCRIPTION (162.35 ACRES)

BEGINNING at a calculated point in the west line of said 134.62 acre tract, being in the east line of a 33.302 acre tract of land conveyed to the State of Texas by instrument of record in Volume 1970, Page 515 of the Official Records of Williamson County, Texas, known therein as "Part 7", from which a 1/2" rebar found in the west line of the 134.62 acre tract and being in the east line of the said 30.302 acre tract, bears North 02°06'14" West a distance of 335.30 feet (record North 02°20'05" West a distance of 335.30 feet;

THENCE North 80°08'57" East crossing through the 134.62 acre tract a distance of 1313.52 feet to a calculated point being in the east line of the 134.62 acre tract and the west line of lot 21 in the Jackie Thomison Subdivision a subdivision of record in Cabinet I, Slides 94-96, of the Plat Records of Williamson County, Texas;

THENCE South 12°11'04" East (record South 09°35' East) along the east line of the 134.62 acre tract and the west line of said Jackie Thomison Subdivision, a distance of 763.38 feet (record: 763.08 feet) to a 1/2" rebar found for the southwest corner of Lot 19, Jackie Thomison Subdivision, and being the northwest corner of Lot 18, Jackie Thomison Subdivision;

THENCE along the east line of the 134.62 acre tract and the west line of the Jackie Thomison Subdivision the following two (2) courses:

1. South 01°37'09" West a distance of 1736.34 feet (record: South 04°13'13" West a distance of 1736.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

Exhibit "A"

2. South 01°43'24" West a distance of 159.55 feet (record: South 04°20'29" West a distance of 159.57 feet) to a 1/2" rebar found for the southwest corner of Lot 13, Jackie Thomison Subdivision, and being in the north line of said 81.41 acre tract;

THENCE North 88°20'50" East (record: South 89°05'30" East), along the north line of the 81.41 acre tract and the south line of the Jackie Thomison Subdivision, passing at a distance of 564.27 feet (record: 564.63 feet) a 1/2" rebar found for the southeast corner of said Lot 13, Jackie Thomison Subdivision and the southwest corner of Lot 12, Jackie Thomison Subdivision, and continuing along the north line of the 81.41 acre tract and the south line of said Lot 12, Jackie Thomison Subdivision for a total distance of 1044.14 feet (record: 1043.76 feet) to a 1/2" rebar found for the northeast corner of the 81.41 acre tract, being the southeast corner of Lot 12, Jackie Thomison Subdivision and also being the southwest corner of a 75.074 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2004059024 of the Official Public Records of Williamson County, Texas, and also being the northwest corner of a 71.110 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, and Document Number 1989006727 of the Official Records of Williamson County, Texas;

THENCE along the east line of the 81.41 acre tract and the west line of said 71.110 acre tract the following four (4) courses:

1. South 00°34'09" East a distance of 358.63 feet (record: South 01°59'20" West a distance of 359.79 feet) to a 1/2" rebar found;
2. South 00°37'36" East a distance of 190.30 feet (record: South 01°58'49" West a distance of 190.30 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
3. South 00°48'29" East a distance of 162.53 feet (record: South 01°47'57" West a distance of 162.84 feet) to a 1/2" rebar found;
4. South 00°38'14" East a distance of 227.30 feet (record South 01°57'52" West a distance of 227.30 feet to a 1/2" rebar set with plastic cap stamped "BASELINE, INC." for a point of curvature in the east line of the 81.41 acre tract and the west line of a the 71.110 acre tract;

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a tangential curve to the right, having a radius of 1009.86 feet (record: 1009.86 feet), a length of 1371.47 feet (record: 1371.497 feet), a delta angle of 77°48'044" (record: 77°48'44"), and a chord which bears South 38°15'10" West a distance of 1268.48 feet (record: South 38°15'10" West a distance of 1268.52 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC
2. South 77°09'22" West a distance of 349.55 feet (record: South 77°08'19" West a distance of 349.55 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a tangential curve to the left, having a radius of 955.00 feet (record: 955.00 feet), a length of 430.81 feet (record: 430.81 feet), a delta angle of 25°50'47" (record: 26°50'19"), and a chord which bears South 64°13'54" West a distance of 427.16 feet (record: South 64°13'10" West a distance of 427.03 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC."

Exhibit "A"

THENCE South 87°40'59" West (record South 89°42'01" West), along the South line of the 81.41 acre tract, a distance of 83.61 feet (record: 84.07 feet) to a 1/2 rebar found for the southwest corner of the 81.41 acre tract, and being in the east line of Lot 29, Block E, Legends Village Section 2, Phase 4; a subdivision of record in Document Number 2010074432 of the Official Public Records of Williamson County, Texas;

THENCE North 09°58'00" East (record: North 12°34'57" East), along the west line of the 81.41 acre tract and the east line of said Block E, Legends Village Section 2, Phase 4 a distance of 1163.69 feet (record: 1163.76 feet) to a 1/2 rebar found for the northeast corner of Lot 5A, Block E, Legends Village Section 2, Phase 4;

THENCE continue along the west line of the 81.41 acre tract and the north line of Block E, Legends Village Section 2, Phase 4 the following two (2) courses:

1. North 84°21'16" West a distance of 177.68 feet (record: North 81°44'19" West a distance of 177.68 feet), to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";
2. North 88°23'23" West a distance of 479.83 feet (record: North 85°47'31" West a distance of 480.92 feet) to a 1/2" rebar found in the north line of Lot 10, Block E, Legends Village Section 2, Phase 4, and being the southeast corner of Lot 7, Block G, Legends Village Section 2, Phase 3, a subdivision of record in Document Number 2011038590 of the Official Public Records of Williamson County, Texas;

THENCE North 00°53'17" East (record: North 03°30'41" East), continuing along the west line of the 81.41 acre tract and the east line of said Block G, Legends Village Section 2, Phase 3, a distance of 439.27 feet (record: 439.65 feet) to a 1/2" rebar found for the northwest corner of the 81.41 acre tract, being in the south line of the 134.62 acre tract, and also being the northeast corner of Lot 1, Block G, Legends Village Section 2, Phase 3;

THENCE South 88°57'23" West (record: North 88°26'57" West), along the south line of the 134.62 acre tract and the north line of Block G, Legends Village Section 2, Phase 3, a distance of 600.49 feet (record: 599.50 feet) to a 1/2" rebar found for the southwest corner of the 134.62 acre tract, being the northwest corner of Lot 14, Block G, Legends Village Section 2, Phase 3, and also being in the east line of the 33.302 acre tract;

THENCE along the west line of the 134.62 acre tract and the east line of the 33.302 acre tract the following three (3) courses:

1. North 17°20'44" East a distance of 294.02 feet (record: North 19°55'18" East a distance of 293.75 feet) to a 1/2" rebar found for a point of curvature;
2. Along a tangential curve to the left, having a radius of 2954.43 feet (record: 2954.43 feet), a length of 1122.13 feet (record: 1124.02 feet), a delta angle of 21°45'42" and a chord which bears North 08°10'07" East a distance of 1115.40 feet (record: North 08°33'52" East a distance of 1117.25 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of tangency;
3. North 02°06'14" West (record - North 02°20'05" West), passing at a distance of 1031.02 feet a 1/2" iron pipe found, and continuing for a total distance of 1599.06 feet (record: 1599.06) to a 1/2" rebar found for the POINT OF BEGINNING of "PARCEL 1".

Exhibit "A"

This tract contains 162.35 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

“PARCEL 2” DESCRIPTION (9.77 ACRES)

BEGINNING at a 1/2" rebar set with plastic cap stamped "BASELINE, INC." in the east line of the 81.41 acre tract and also being in the west line of a 9.258 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014056270 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found bears North 00°40'22" West a distance of 153.40 feet (record North 01°55'02" East a distance of 153.40 feet);

THENCE South 00°40'22" East (record: South 01°55'02" West), along the east line of the 81.41 acre tract and the west line of said 9.258 acre tract, a distance of 249.48 feet (record: 249.48 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC.";

THENCE South 01°24'37" East (record: South 01°10'47" West), continuing along the east line of the 81.41 acre tract, the west line of the 9.258 acre tract, and the west line of the remainder of a 101.110 acre tract conveyed to the City of Round Rock, Texas by instrument of record in Volume 1760, Page 451 of the Official Records of Williamson County, Texas, a distance of 348.85 feet (record: 348.79 feet) to a 1" iron pipe found for a southeast corner of the 81.41 acre tract, being the northeast corner of a 10.516 acre tract of land conveyed to Jonathan Matthey Mitchell and Connie Mitchell by instrument of record in Document Number 1999074908 of the Official Public Records of Williamson County, Texas;

THENCE along the south line of the 81.41 acre tract and the north and west line of said 10.516 acre tract the following two (2) courses:

1. South 84°30'10" West a distance of 780.21 feet (record: South 87°06'37" West a distance of 780.37 feet) to a 60D nail found in the approximate centerline of an asphalt drive;
2. South 11°17'24" East a distance of 500.05 feet (record: South 08°40' East a distance of 500.08 feet) to a 60D nail found in the approximate centerline of said asphalt drive, being the southernmost southeast corner of the 81.41 acre tract, and also being the northeast corner of a 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument of record in Document Number 2014027063 of the Official Public Records of Williamson County, Texas and herein known a Reference Point "A";

THENCE continue along the south line of the 81.41 acre tract and the north line of said 4.680 acre tract the following seven (7) courses:

1. South 85°51'39" West a distance of 250.62 feet (record: South 88°25'43" West a distance of 250.41 feet) to a 3/8 rebar found;
2. North 82°42'31" West a distance of 142.60 feet (record: North 80°03' West a distance of 142.70 feet) to a 3/8 rebar found;
3. North 58°37'07" West a distance of 69.36 feet (record: North 56°06' West a distance of 69.40 feet) to a 3/8" rebar found;

Exhibit "A"

4. North 28°19'17" West a distance of 65.01 feet (record: North 25°46' West a distance of 65.00 feet) to a cotton spindle with washer found;
5. North 01°48'42" West a distance of 136.78 feet (record: North 00°48'30" East a distance of 137.00 feet) to a 3/8" rebar found;
6. South 87°59'46" West a distance of 57.83 feet (record: North 89°11'30" West a distance of 58.00 feet) to a 3/8" rebar found;
7. North 11°15'21" West a distance of 140.43 feet (record: North 08°35' 32" West a distance of 140.43 feet) to a 3/8" rebar found; from which a 1/2" rebar found bears North 11°15'21" West a distance of 79.13 feet (record: North 08°38'32" West a distance of 79.20 feet);

THENCE crossing through the 81.41 acre tract the following three (3) courses:

1. Along a non- tangential curve to the right, having a radius of 1020.00 feet (record: 1020.00 feet), a length of 437.93 feet (record: 437.93 feet), a delta angle of 24°35'58" (record: 24°35'58") and a chord which bears North 64°51'23" East a distance of 434.57 feet (record: North 64°49'35" East a distance of 435.01 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." ;
2. North 77°09'22 East a distance of 84.49 feet (record: North 77°08'19" East a distance of 84.49 feet) to a 1/2" rebar set with plastic cap, stamped "BASELINE, INC." for a point of curvature;
3. Along a non-tangential curve to the left, having a radius of 1140.00 feet (record: 1140.00 feet), a length of 998.18 feet (record: 998.18 feet), a delta angle of 50°10'04" (record: 50°10'22") and a chord which bears North 52°04'20" East a distance of 966.60 feet (record: North 52°03'08" East a distance of 966.69 feet) to the POINT OF BEGINNING.

This tract contains 9.77 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

"PARCEL 3 DESCRIPTION" (2.09 ACRES)

COMMENCING at the aforesaid Reference Point "A";

THENCE South 11°11'27" East (record: South 08°40' East), along the east line of said 4.680 acre tract and the west line of the 10.516 acre tract a distance of 28.84 feet to a 60D nail found for the northeast corner of said 2.09 acre tract, being the southeast corner of the 4.680 acre tract for the POINT OF BEGINNING.

THENCE South 11°18'22" East (record: South 08°40' East), along the east line of the 2.09 acre tract and the west line of the 10.516 acre tract and the west line of a 6.16 acre tract of land conveyed to R.A. Waits by instrument of record in Volume 617, Page 812 of the Deed Records of Williamson County, Texas a distance of 179.22 feet (record: 179.27 feet) to a 60D nail found for the southeast corner of the 2.09 acre tract and being in the north line of a 13.101 acre tract of land conveyed to Joseph J. Widdison and Heather Widdison by instrument of record in Document Number 2018053383 of the Official Public Records of Williamson County, Texas;

Exhibit "A"

THENCE along the south line of the 2.09 acre tract and the north line of said 13.101 acre tract the following two (2) courses:

1. South 87°34'22" West a distance of 469.69 feet (record: North 89°47' West a distance of 469.70 feet) to a calculated point;
2. North 43°28'09" West a distance of 94.97 feet (record: North 40°49'37" West a distance of 94.98 feet) to a calculated point for an angle point in the south line of the 4.680 acre tract;

THENCE North 01°45'50" West (record: North 00°52'28" East), along the west line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 111.26 feet (record: 111.27 feet) to a calculated point; from which a 1/2" rebar found bears North 00°51'36" East a distance of 12.42 feet;

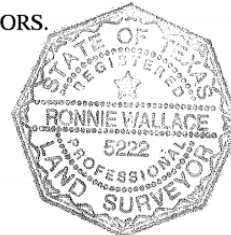
THENCE North 88°14'03" East (record: South 89°07'32" East), along the north line of the 2.09 acre tract and the south line of the 4.680 acre tract a distance of 503.14 feet (record: 503.14 feet) to the POINT OF BEGINNING.

This tract contains 2.09 acres of land, more or less, out of the P.A. Holder Survey, Abstract Number 297 in Williamson County, Texas.

THE TOTAL COMBINED NET ACREAGE OF ALL THREE PARCELS IS 174.21 ACRES.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83/96CORS.

Ronnie Wallace 4/11/19
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



File: S:\Projects\Cressman Ranch\Docs\Field Notes\Cressman Ranch Title SF-3 M&B_fn.doc

Exhibit "A"

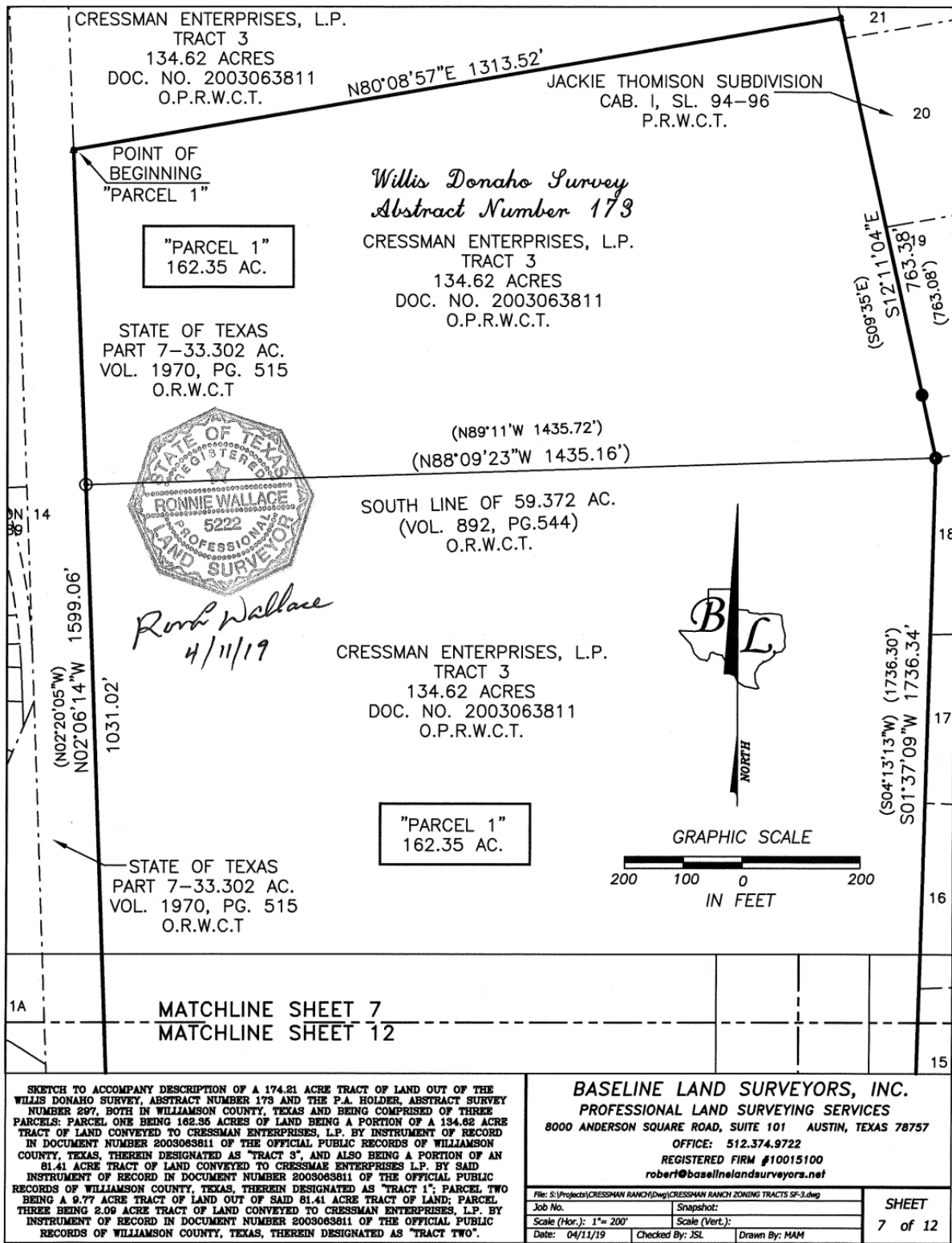


Exhibit "A"

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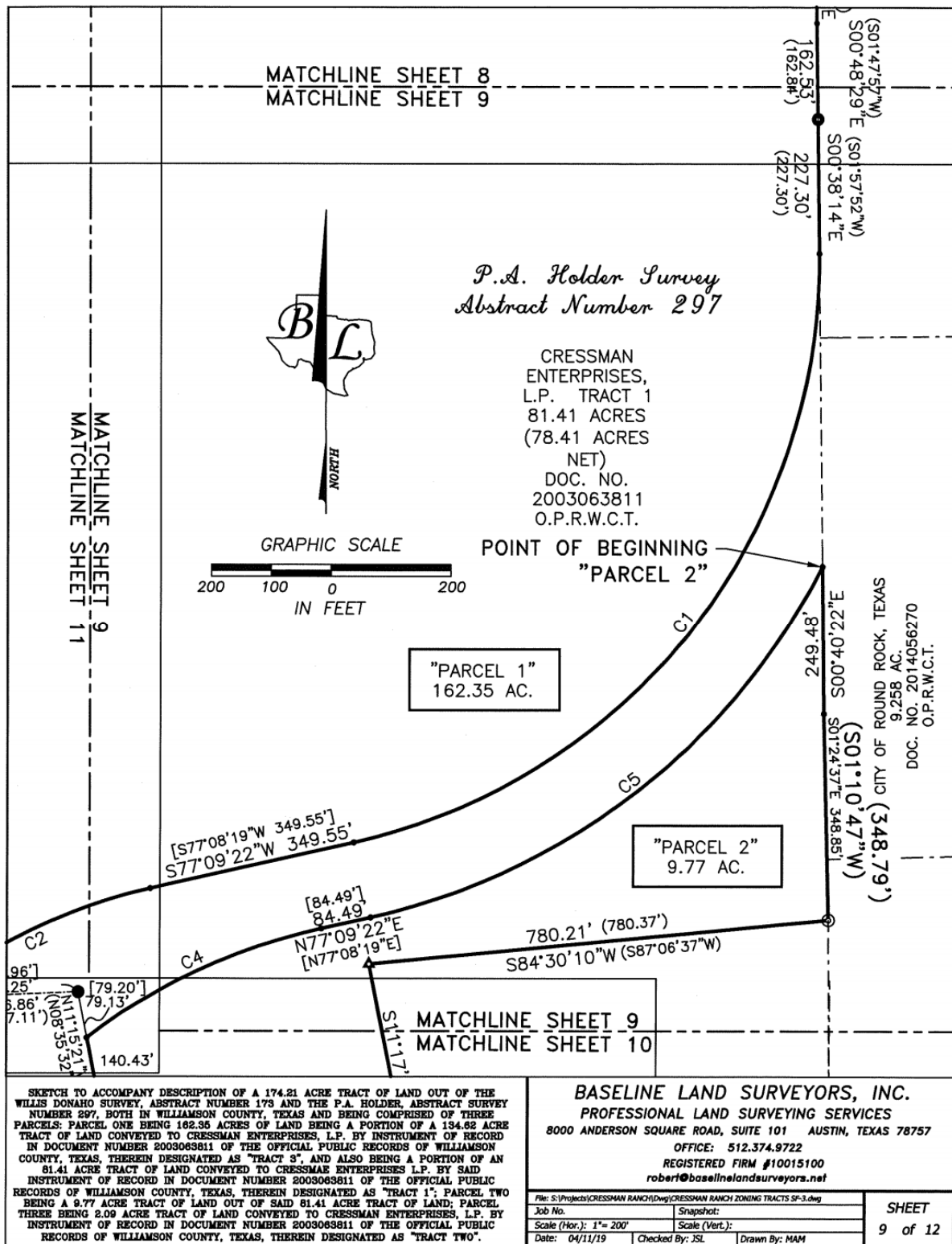


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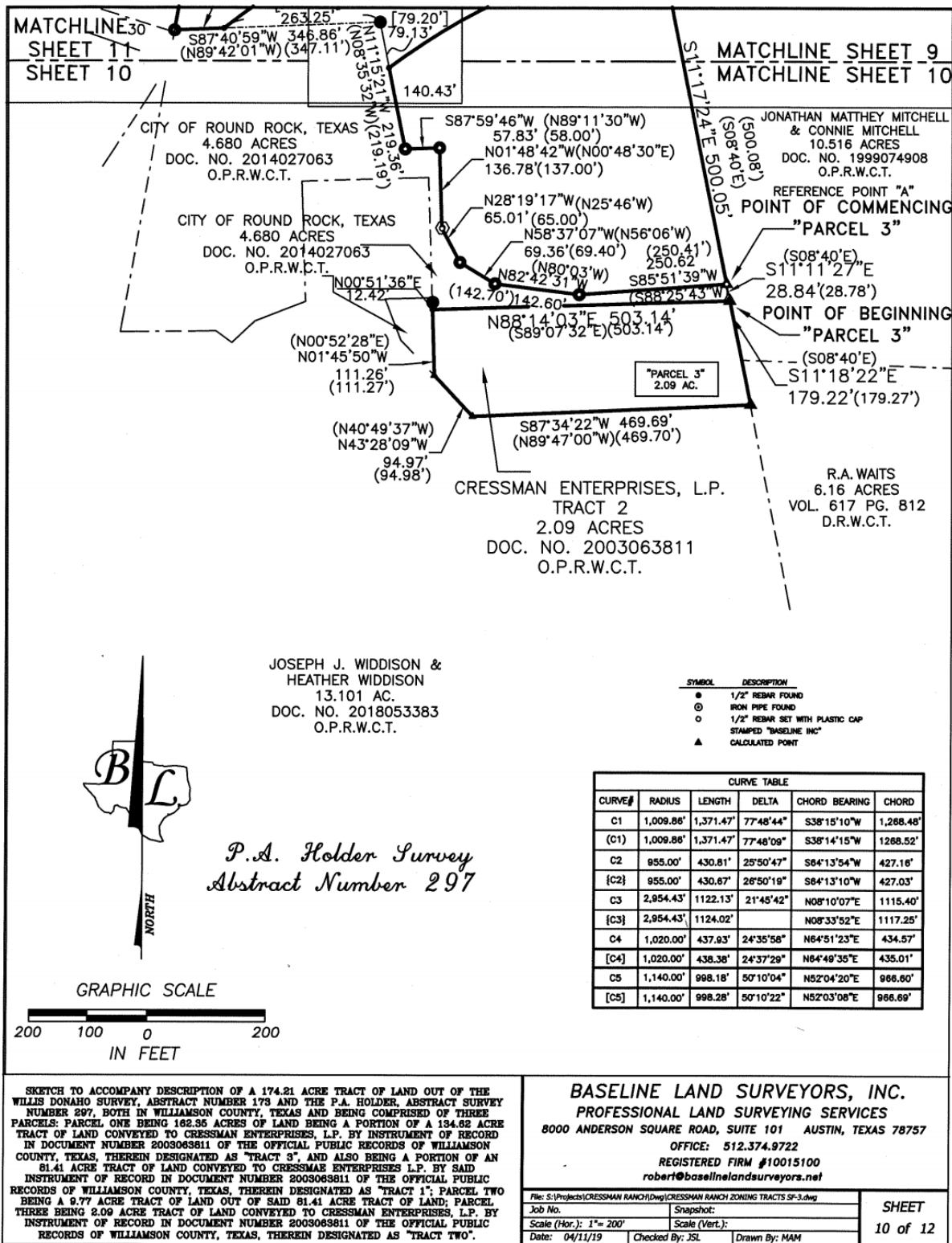


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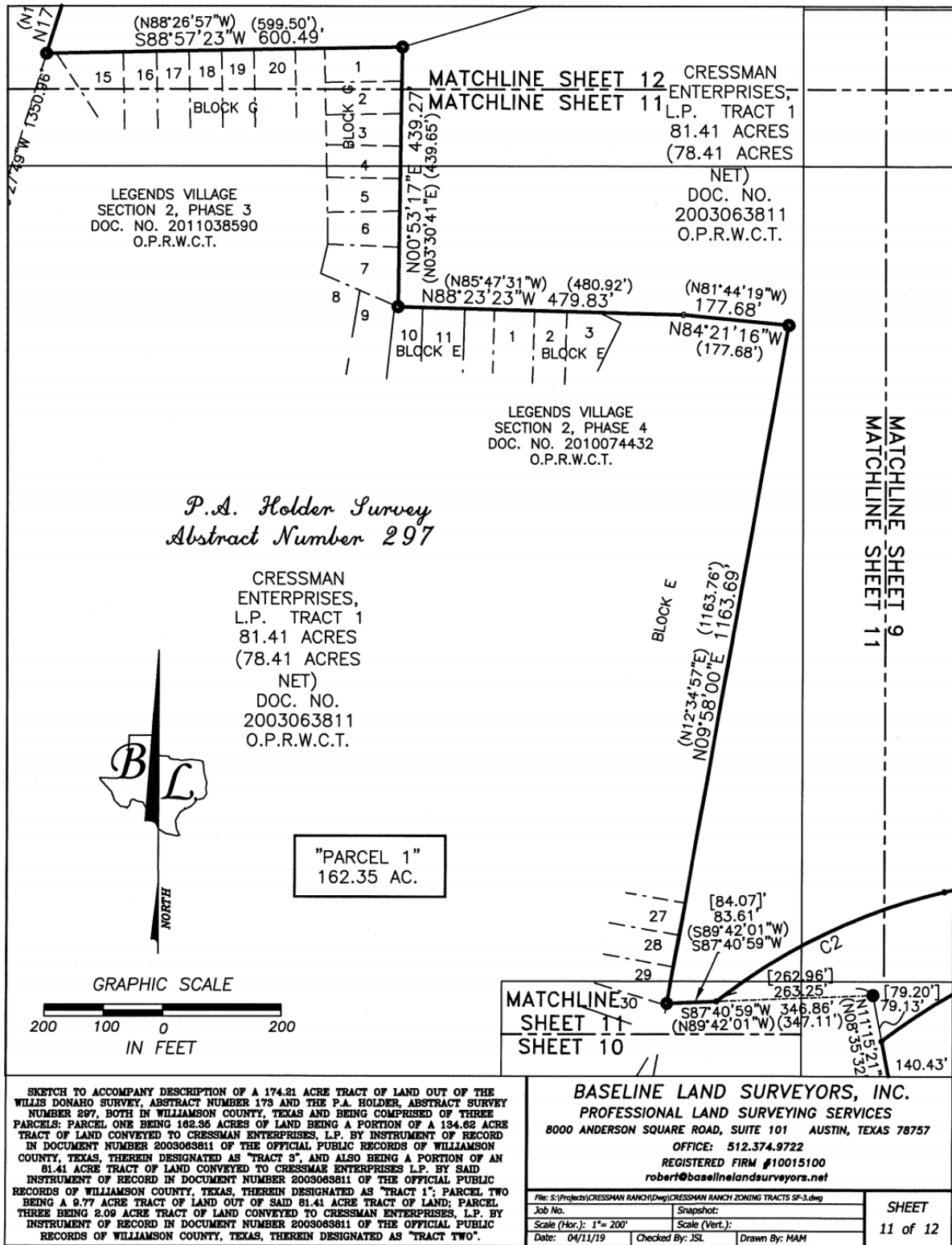


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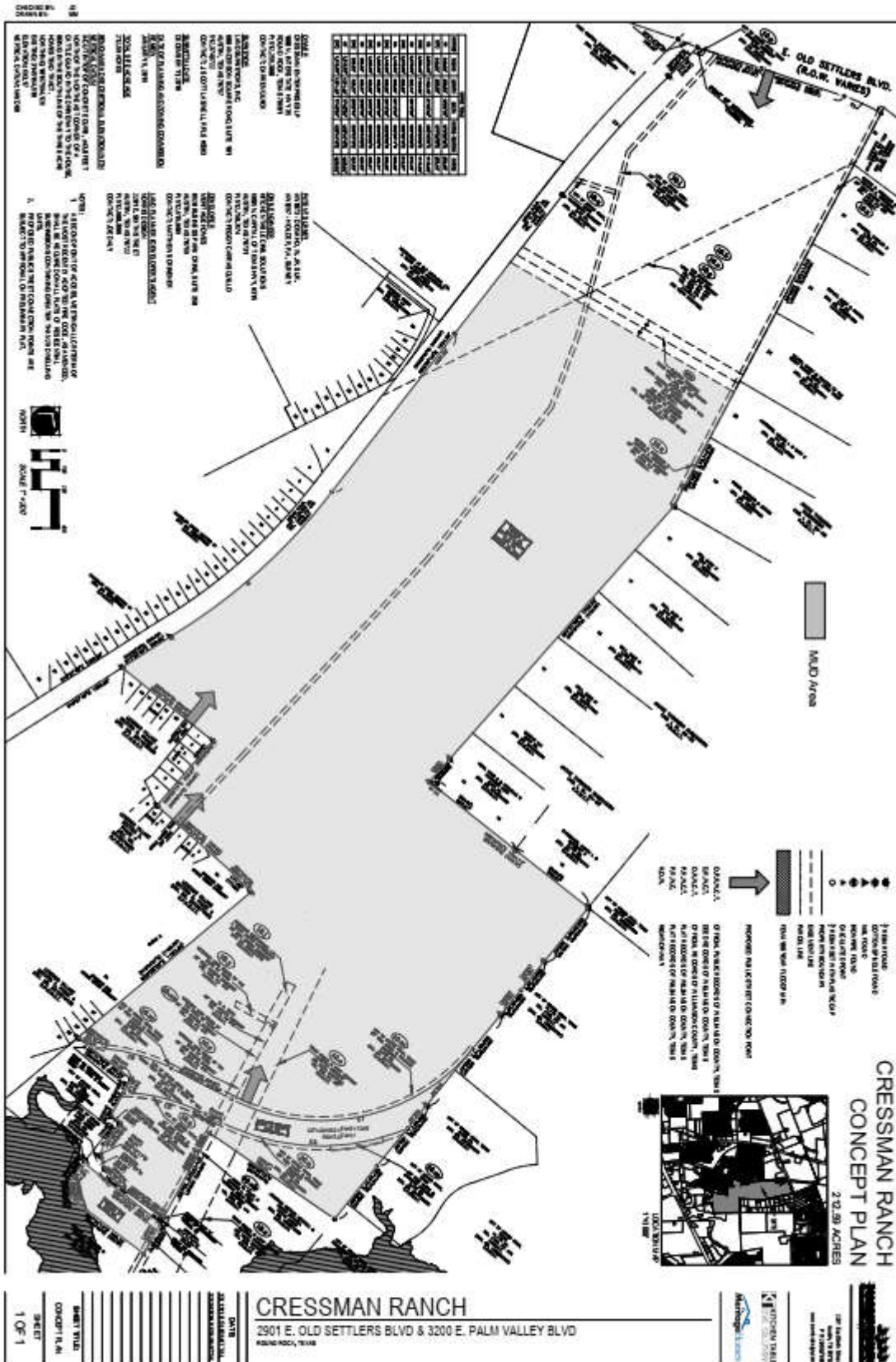
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EXHIBIT B

Concept Plan

[attached]



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EXHIBIT C

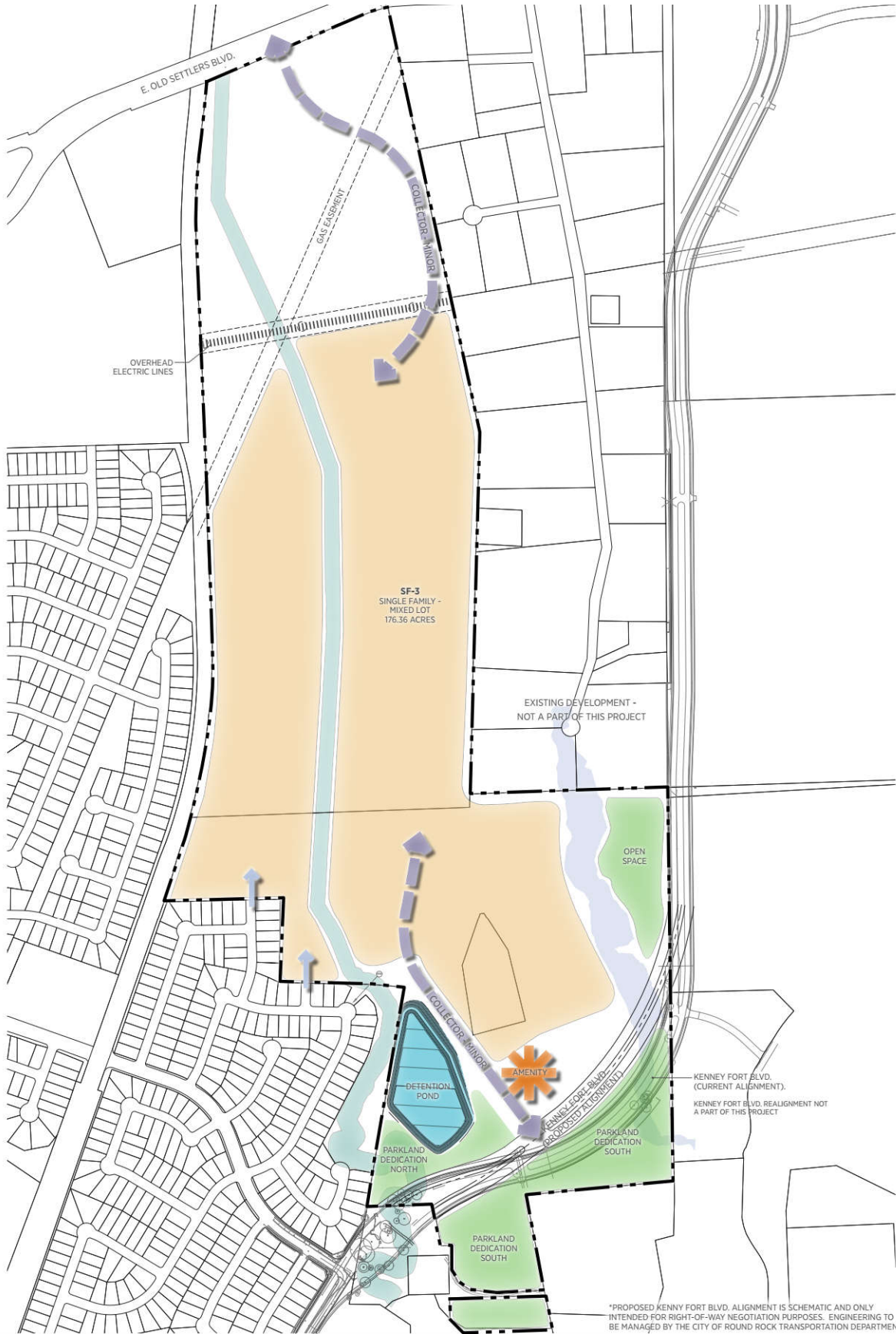
City Consent Resolution

[attached]

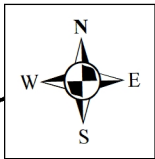
EXHIBIT D

Depiction of Kenny Fort Boulevard Realignment and Park Land

[attached]



HOMESTEAD AT OLD SETTLERS PARK | MUD MASTER PLAN
04.18.2019



E Old Settlers Blvd

N W Grimes Blvd

SF-3
174.2 ac.

SF-2

E Palm Valley Blvd



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance vacating, abandoning, and closing portions of East Bagdad Avenue located between Burnet Street and Mays Street. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibits

Department: Planning and Development Services Department

Text of Legislative File 2019-0200

The abandonment of a portion of Bagdad Avenue right-of-way will facilitate development of The Depot Townhomes, an economic development project approved by the City Council in 2017. This right-of-way has been incorporated into final plats that are ready for recordation.

ORDINANCE NO. O-2019-0200

AN ORDINANCE VACATING, ABANDONING, AND CLOSING PORTIONS OF STREETS AND ALLEYWAYS LOCATED ON TRACTS OF LAND DESCRIBED IN EXHIBITS “A”, “B”, AND “C” OWNED BY THE CITY OF ROUND ROCK, TEXAS, PURSUANT TO SECTION 311.007, TRANSPORTATION CODE, V.A.T.S.; AND PROVIDING A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, Section 311.007, Transportation Code, V.A.T.S., allows a home-rule municipality to vacate, abandon, or close a street or an alley; and

WHEREAS, the City of Round Rock desires to vacate, abandon, and close the portions of East Bagdad avenue located on the tracts of land owned by the City of Round Rock, as described in Exhibits “A”, “B” and “C”, hereinafter referred to collectively as the “Property”; Now Therefore

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

I.

That the portions of East Bagdad Avenue as shown on Exhibits “A”, “B” and “C” are hereby vacated, abandoned, and closed insofar as the right, title, or easement of the public is concerned.

II.

That the abandonment provided herein shall extend only to the public right, title, or easement in and to the Property. The City Clerk is directed to file this Ordinance in the official public records of Williamson County, Texas.

III.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2019.

Alternative 2.

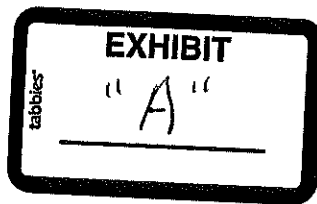
READ and APPROVED on first reading this the ____ day of _____, 2019.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



METES AND BOUNDS DESCRIPTION

FOR A 0.053-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.053-ACRE TRACT OF LAND SURVEYED BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on the northwest corner of a called 0.169 acre tract of land conveyed to the CITY OF ROUND ROCK as recorded in Document No. 2014022531, Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, monumenting the southeast corner and **POINT OF BEGINNING** hereof, and from which an iron round found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of said 0.169-acre CITY OF ROUND ROCK tract, bears $S19^{\circ}25'28''E$ for a distance of 92.11 feet;

THENCE $S70^{\circ}42'59''W$, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of **110.23 feet**, to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas, for a point on the southerly boundary line hereof, and from which an iron round found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears $S19^{\circ}27'31''E$ for a distance of 95.15 feet;

THENCE $S70^{\circ}42'59''W$, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being with the northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract for a distance of **66.64 feet**, to an iron rod set with cap marked "Diamond Surveying", monumenting the southwest corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE, the following three (3) courses and distances.

1. With an arc of a **curve to the right** having a delta angle of $20^{\circ}38'57''$, an arc length of **96.23 feet**, a radius of **267.00 feet**, a chord which bears $N61^{\circ}04'04''E$

for a distance of **95.71 feet**, to an iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve hereof;

2. **N71°23'33"E** for a distance of **82.49 feet** to a to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;
3. **S19°25'28"E** for a distance of **15.07 feet** to the **POINT OF BEGINNING** hereof and containing 0.053-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Shane Shafer

APRIL 6, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

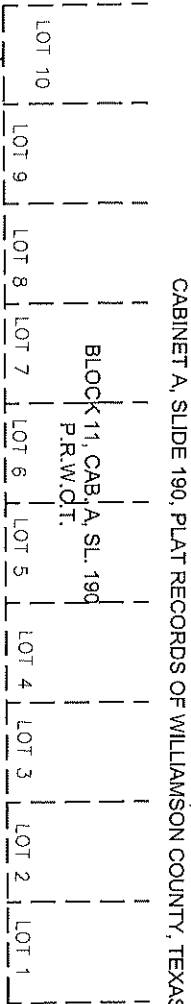
DATE



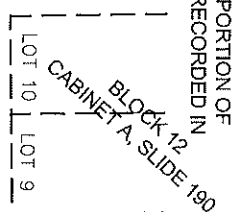
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.053 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80' AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLAMSON COUNTY, TEXAS.

S. SHEPPARD ST.



S. BURNETT ST.



SCALE: 1" = 50'

R.O.W. TO BE VACATED
0.317 ACRE
(BY SEPARATE
INSTRUMENT)

E. BAGDAD AVE.
(80' R.O.W.)
CAB. A. SL. 190

SUBJECT TRACT
0.053 ACRE WITHIN THE
R.O.W. OF E. BAGDAD AVE.

EXISTING SOUTH R.O.W. LINE
E. BAGDAD AVE.

70°42'59"W 66.64'

70°42'59"W 110.23'

71°23'33"E 82.49'

CITY OF ROUND ROCK
(0.8791 AC.) TRACT II
DOC. 2013081105 O.P.R.W.C.T.

CITY OF ROUND ROCK
0.236 AC.
DOC. 2014022530
O.P.R.W.C.T.

CITY OF ROUND ROCK
0.169 AC.
DOC. 2014022531
O.P.R.W.C.T.

- GENERAL NOTES:
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784
 - 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
 - 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

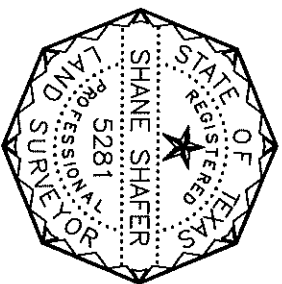
LEGEND

- CORR FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- P.O.B. = POINT OF BEGINNING
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- P.R.W.C.T. = PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C43	96.23'	267.00'	20°38'57"	N61°04'04"E	95.71'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

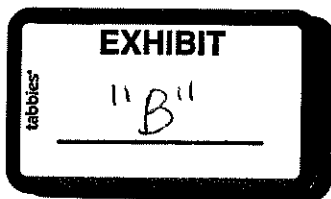


SHEET 1 OF 1

Shane Shafer
Shane Shafer, R.P.L.S. NO. 5281

APRIL 6, 2017
DATE

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100



METES AND BOUNDS DESCRIPTION

FOR A 0.170-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.170-ACRE TRACT OF LAND SURVEYED ON THE GROUND IN THE MONTH OF MARCH 2017 BY DIAMOND SURVEYING, INC., SURVEYED ON THE GROUND BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on a point said southerly right-of-way line of E. BAGDAD AVENUE;

THENCE S70°42'59"W, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of 110.23 feet, to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas;

THENCE S70°42'59"W, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, and said 0.8791-acre CITY OF ROUND ROCK tract, and in part with the northerly boundary line of a 2.1355-acre tract of land (Tract I) conveyed to the CITY OF ROUND ROCK in said Document No. 2013081105, for a distance of 573.19 feet, to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE **S70°42'59"W**, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, in part with the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, and in part with the northerly boundary line of a 0.065-acre tract of land being a remnant portion of a called 57.36-acre tract of land convey to UNION PACIFIC RAILROAD COMPANY, recorded in Volume 22, Page 441, Deed Records of Williamson County, Texas, for a distance of **286.88 feet**, to a calculated point on the northwest corner of said 0.065 acre UNION PACIFIC RAILROAD tract, same being on a point in the easterly right-of-way line of said S. MAYS ST. (80' right-of-way width), for the southwest corner hereof, and from which a concrete monument found on the southwest corner of said 0.065-acre UNION PACIFIC RAILROAD tract, same being the most westerly northwest corner of said 2.1355-acre CITY OF ROUND ROCK tract, bears S19°21'15"W for a distance of 75.13 feet;

THENCE through the interior of said E. BAGDAD AVENUE the following three courses and distances:

1. **N19°21'15"W**, for a distance of **25.53 feet** to an iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof;
2. **N70°34'59"E**, for a distance of **286.85 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting the northeast corner hereof;
3. **S19°25'01"E** for a distance of **26.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.170-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



APRIL 6, 2017

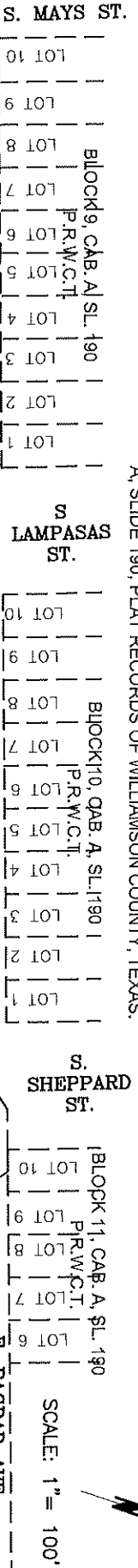
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.170 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLAMSON COUNTY, TEXAS.



0.170 ACRE WITHIN THE R.O.W. (90' R.O.W. CAB. A, SL. 190)

R.O.W. TO BE VACATED 0.317 ACRE (BY SEPARATE INSTRUMENT)

R.O.W. TO BE VACATED 0.053 ACRE (BY SEPARATE INSTRUMENT)

UNION PACIFIC RAILROAD COMPANY 0.065 AC. BEING A REMNANT PORTION OF 57.36 AC. VOL. 22, PG. 441 D.R.W.C.T.

CITY OF ROUND ROCK (2.1355 AC.) TRACT I DOC. 2013081105 O.P.R.W.C.T.

P.O.B. SURFACE VALUES N: 10159544.49 E: 3133216.84 COMBINED SURFACE ADJUSTMENT FACTOR: 0.99988784

CITY OF ROUND ROCK (0.8791 AC.) TRACT II DOC. 2013081105 O.P.R.W.C.T.

CITY OF ROUND ROCK 0.236 AC. DOC. 2014022530 O.P.R.W.C.T.

LEGEND

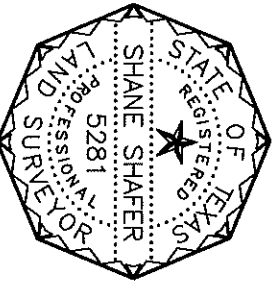
- CORR FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS OF WILLAMSON COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°42'59" W	110.23'
L2	N 19°21'15" W	25.53'
L3	S 19°25'01" E	26.20'

SURFACE VALUES N: 10159770.18 E: 3133861.71 COMBINED SURFACE ADJUSTMENT FACTOR: 0.99988784

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHEET 1 OF 1

- GENERAL NOTES:
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784
 - 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
 - 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

Shane Shafer
APRIL 6, 2017
DATE
Shane Shafer, R.P.L.S. NO. 5281

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100



METES AND BOUNDS DESCRIPTION

FOR A 0.317-ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.317-ACRE TRACT OF LAND SURVEYED ON THE GROUND IN THE MONTH OF MARCH 2017 BY DIAMOND SURVEYING, INC., SURVEYED ON THE GROUND BY DIAMOND SURVEYING IN THE MONTH OF MARCH, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with aluminum cap stamped "CORR" on the northeast corner of a called 0.236-acre tract of land conveyed to the CITY OF ROUND ROCK, as recorded in Document No. 2014022530, Official Public Records of Williamson County, Texas, same being on the northwest corner of a called 0.169 acre tract of land conveyed to the CITY OF ROUND ROCK, Texas, as recorded in Document No. 2014022531, Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of said E. BAGDAD AVENUE, and from which an iron rod found with aluminum cap stamped "CORR" on the southeast corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southwest corner of said 0.169-acre CITY OF ROUND ROCK tract, bears S19°25'28"E for a distance of 92.11 feet;

THENCE S70°42'59"W, with the southerly right-of-way line of said E. BAGDAD AVENUE, same being the northerly boundary line of said 0.236-acre CITY OF ROUND ROCK tract, for a distance of 110.23 feet, to an iron rod found with aluminum cap stamped "CORR", on the northwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the northeast corner of a called 0.8791-acre tract of land (Tract II) conveyed to the CITY OF ROUND ROCK, recorded in Document No. 2013081105, Official Public Records of Williamson County, Texas, for a point on the southerly boundary line hereof, and from which an iron rod found with aluminum cap stamped "CORR", on the southwest corner of said 0.236-acre CITY OF ROUND ROCK tract, same being on the southeast corner of said 0.8791-acre CITY OF ROUND ROCK tract, bears S19°27'31"E for a distance of 95.15 feet;

THENCE S70°42'59"W, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being said 0.8791-acre CITY OF ROUND ROCK tract, for a distance of 199.34 feet, to an iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner and **POINT OF BEGINNING** hereof;

THENCE **S70°42'59"W**, continuing with said southerly right-of-way line of E. BAGDAD AVENUE, same being in part with the northerly boundary line of said 0.8791-acre CITY OF ROUND ROCK tract and in part with the northerly boundary line of a 2.1355-acre tract of land (Tract I) conveyed to the CITY OF ROUND ROCK in said Document No. 2013081105, for a distance of **317.85 feet**, to an iron rod set with cap marked "Diamond Surveying", on a point in the northerly boundary line of said 2.1355-acre CITY OF ROUND ROCK tract, monumenting the southwest corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **N19°25'01"W** for a distance of **26.33 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;

2. **N70°34'59"E** for a distance of **248.39 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;
3. **N38°10'16"E** for a distance of **98.69 feet** to an iron rod set with cap marked "Diamond Surveying", on a point in southerly terminus line of S. SHEPPARD STREET (80' right-of-way width) as recorded in said Cabinet A, Slide 190, for an angle point hereof;

THENCE **N 70°42'59" E**, in part with the south terminus line of said S. SHEPPARD STREET and in part with the south boundary line of Lot 10, Block 11, of said Cabinet A, Slide 190, for a distance of **39.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof;

THENCE through the interior of said E. BAGDAD AVENUE the following three (3) courses and distances:

1. **S51°49'44"E** for a distance of **40.64 feet** to an iron rod set with cap marked "Diamond Surveying", monumenting an angle point hereof;
2. With an arc of a **curve to the left** having a delta angle of **5°53'43"**, an arc length of **34.16 feet**, a radius of **332.00 feet**, a chord which bears **S41°06'04"W** for a distance of **34.14 feet**, to an iron rod set with cap marked "Diamond Surveying", monumenting the end of this curve hereof;
3. **S38°09'12"W** for a distance of **53.64 feet** to the **POINT OF BEGINNING** hereof and containing 0.317-acre of land more or less.

A drawing has been prepared to accompany this metes and bounds description

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Surface Adjustment Factor used for this survey is 0.99988784.

<> **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Shane Shafer

APRIL 6, 2017

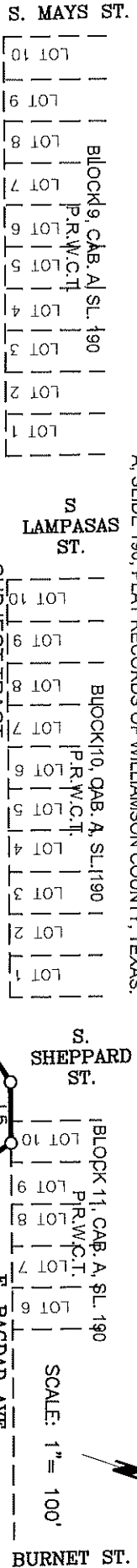
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.317 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLAMSON COUNTY, TEXAS.



FOR A 0.317 ACRE TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLAMSON COUNTY, TEXAS, BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF E. BAGDAD AVENUE (EXISTING RIGHT-OF-WAY WIDTH 80') AS SHOWN ON ROUND ROCK, A SUBDIVISION RECORDED IN CABINET A, SLIDE 190, PLAT RECORDS OF WILLAMSON COUNTY, TEXAS.

SUBJECT TRACT

(BY SEPARATE INSTRUMENT)

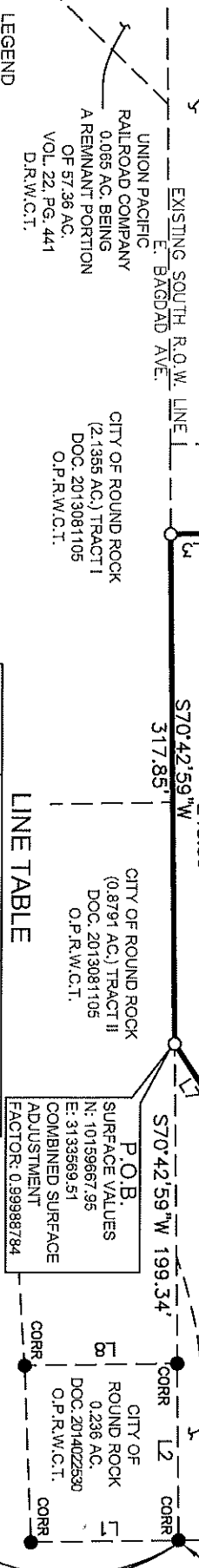
E. BAGDAD AVE. 0.317 ACRE WITHIN THE R.O.W. OF E. BAGDAD AVE. (80' R.O.W. CAB. A, SL. 190)

0.170 ACRE TO BE VACATED

0.053 ACRE TO BE VACATED

0.053 ACRE TO BE VACATED

0.053 ACRE TO BE VACATED



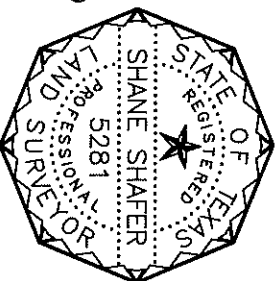
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 19°25'28" E	92.11'
L2	S 70°42'59" W	110.23'
L3	N 19°25'01" W	26.33'
L4	N 38°10'16" E	98.69'
L5	N 70°42'58" E	39.35'
L6	S 51°49'44" E	40.64'
L7	S 38°09'12" W	53.64'
L8	S 19°27'31" E	95.15'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C36	34.16'	332.00'	5°53'43"	S41°06'04"W	34.14'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on March 14, 2017. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDER SIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



SHEET 1 OF 1

GENERAL NOTES:
1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 0.99988784
2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

SURFACE VALUES
N: 10159770.18
E: 3133861.71
COMBINED SURFACE
ADJUSTMENT
FACTOR: 0.99988784

P.O.B.
SURFACE VALUES
N: 10159667.95
E: 3133569.51
COMBINED SURFACE
ADJUSTMENT
FACTOR: 0.99988784

CITY OF
ROUND ROCK
0.236 AC.
DOC. 201402330
O.P.R.W.C.T.

CITY OF ROUND ROCK
(0.8791 AC.) TRACT II
DOC. 2013081105
O.P.R.W.C.T.

CITY OF ROUND ROCK
(2.1355 AC.) TRACT I
DOC. 2013081105
O.P.R.W.C.T.

RAILROAD COMPANY
0.065 AC. BEING
A REMNANT PORTION
OF 57.36 AC.
VOL. 22, PG. 441
D.R.W.C.T.

LEGEND

- CORR FOUND IRON ROD WITH ALUMINUM CAP STAMPED "CORR"
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- P.R.W.C.T. = PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS OF WILLAMSON COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY

Shane Shafer
APRIL 6, 2017
DATE
Shane Shafer, R.P.L.S. NO. 5281

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 4, Article VI, Section 4-82 (e)(2), Code of Ordinances (2018 Edition), regarding the determination of service units for multifamily uses. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0201

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

The Zoning and Development Code contains information used to calculate the impact fees for the City's water and wastewater system, including a list of multifamily uses and their service unit equivalents per unit. The list includes several types of multi-unit residential buildings, but not one for hotel/motel/lodging/assisted living. The revision adds this category and its service unit equivalent, to more accurately reflect the actual water use by this type of use, thereby providing an accurate fee.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0201

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 4, ARTICLE VI, SECTION 4-82 (e)(2), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK TEXAS, REGARDING THE DETERMINATION OF SERVICE UNITS FOR MULTIFAMILY USES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 4, Article VI, Section 4-82 (e)(2), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

(e) *Determination of service units.*

- (1) *Table for non-multifamily uses.* The number of service units for non-multifamily uses for both water and wastewater service is determined by the size and type of the water meter purchased for the property in accordance with the following table. The number of service units associated with the use of compound meters is determined by the size of the largest meter installed:

Meter Size (inches)	Service Units
5/8 × 3/4	1.0
3/4	1.5
1	2.5
1.5	5.0
2	8.0
3	16.0
4	25.0
6	50.0
8	80.0
10	115.0

- (2) *Table for multifamily uses.* The number of service units for multifamily uses for both water and wastewater service is determined in accordance with the following table:

Type of Multifamily Use	Service Unit Equivalents
Apartments	0.5 per unit
Multifamily house	0.5 per unit
Townhouse	0.7 per unit
Single-family attached house with two dwelling units	0.7 per unit
<u>Hotel/Motel/Lodging and Assisted Living</u>	<u>0.25 per unit</u>
All other multi-unit residential buildings	0.7 per unit

1 **II.**

2 That the City Council has considered and hereby make the following findings regarding
3 this amendment:

- 4 1. It is consistent with the general plan;
5 2. It advances the stated scope and purpose of the Zoning and Development
6 Code as stated in Section 1-3 of the Code; and
7 3. It advances the stated purpose of any zoning district it may affect.

8 **III.**

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

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

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

1 Alternative 1.

2 By motion duly made, seconded and passed with an affirmative vote of all the
3 Council members present, the requirement for reading this ordinance on two separate
4 days was dispensed with.

5 **READ, PASSED, and ADOPTED** on first reading this _____ day of
6 _____, 2019.

7 Alternative 2.

8 **READ and APPROVED** on first reading this the _____ day of
9 _____, 2019.

10 **READ, APPROVED and ADOPTED** on second reading this the _____ day of
11 _____, 2019.

12
13
14 _____
15 CRAIG MORGAN, Mayor
16 City of Round Rock, Texas
17

18 ATTEST:
19

20 _____
21 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 1, Article III, Section 1-50, Code of Ordinances (2018 Edition), regarding the definition of Living Unit Equivalent (LUE). (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0202

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

The Planning and Development Code has a definition of LUE (Living Unit Equivalent) for water and wastewater, which is used to determine the size of water, reuse water and wastewater lines. The LUE is the amount of water used and wastewater produced measured in gallons per day. The revision is a reduction of the number of gallons per day for wastewater produced. This is due to better pipe materials, low-flow water devices and energy saving appliances. The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

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WHEREAS, the City of Round Rock, Texas desires to amend the text of the
g and Development Code, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

Rock, Texas, is hereby amended as follows:

CHAPTER 1. INTRODUCTORY PROVISIONS

Sec. 1-50. - Definitions.

The purpose of this section is to define words, terms and phrases contained within this code, unless otherwise specifically defined elsewhere herein. Definitions for words not defined below may be defined elsewhere in the City of Round Rock Code of Ordinances or found in Webster's Dictionary of the English language, unabridged, subject to interpretation by the PDS director.

Term	Definition
Living unit equivalent (LUE)	A unit of measurement used to facilitate the sizing of water, reuse water, and wastewater mains. One LUE consumes 450 gallons per day of water and produces 280 gallons per day of wastewater.

II.

That the City Council has considered and hereby make the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It advances the stated scope and purpose of the Zoning and Development Code as stated in Section 1-3 of the Code; and
3. It advances the stated purpose of any zoning district it may affect.

III.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and

1 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
2 Government Code, as amended.

3 Alternative 1.

4 By motion duly made, seconded and passed with an affirmative vote of all the
5 Council members present, the requirement for reading this ordinance on two separate
6 days was dispensed with.

7 **READ, PASSED, and ADOPTED** on first reading this _____ day of
8 _____, 2019.

9 Alternative 2.

10 **READ and APPROVED** on first reading this the _____ day of
11 _____, 2019.

12 **READ, APPROVED and ADOPTED** on second reading this the _____ day of
13 _____, 2019.

14
15
16
17 _____
18 CRAIG MORGAN, Mayor
19 City of Round Rock, Texas

20 ATTEST:

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22 _____
23 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Section 2-16 (d), Code of Ordinances (2018 Edition), regarding garage and driveway treatment. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0203

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

The SF-3 zoning district addresses the appearance of the front elevations of single-family structures by prohibiting a street-facing garage door from extending beyond the front façade of the building. The purpose of this requirement is to prevent the garage from being the most prominent feature of the front elevation. The revision provides an alternative to the requirement that the garage door be set behind the front of the house. This alternative requires that the front elevation contain at least two of the following design elements: at least two wall planes, offset from each other a minimum of 18 inches; a covered front porch or patio; a shed roof or trellis over the garage door; use of at least two roof types or two roof planes; two or more masonry finishes; the addition of a dormer(s) on the front elevation.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0203

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE II, SECTION 2-16 (d), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING GARAGE AND DRIVEWAY TREATMENT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 2, Article II, Section 2-16 (d), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING DISTRICTS AND USE REGULATIONS

Sec. 2-16. - SF-3 (Single-Family - Mixed Lot) district.

(d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code, the following regulations apply to the SF-3 district:

(1) *Exterior wall materials.*

- a. The exterior wall finish shall be a minimum 75% stone, simulated stone, brick, or stucco. No more than 50% shall be stucco. Up to 25% of the exterior wall finish may be fiber cement siding (excluding flat, unarticulated panels).
- b. An alternative wall finish consisting of 100% stucco may be permitted only in conjunction with a tile roof.
- c. The use of materials such as wood shingles, wood siding, and architectural steel or metal shall be limited to accent features.
- d. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from the percentage and materials requirements listed above.

(2) *Garage and driveway treatment.*

- a. The garage doors facing a public street shall not exceed a total of 18 feet in width.
- b. An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required for all garages facing the street.
- c. Swing in, side entry garages are permitted as a primary garage or 3rd car garage with the following standards:
 1. The exterior wall of the garage facing any public street shall include a minimum of one (1) three-foot (3') by five-foot (5') window for every nine (9) linear feet in width; and
 2. There shall be a minimum of 30 feet between garage doors and the side lot line which they face.

(3) *Front Elevation Requirements*

The front elevation of all homes shall conform with subsection (a) or (b) below:

- a. A street-facing garage shall not extend beyond the front building façade; or
- b. The front elevation shall contain a minimum of two of the following elements of wall plane articulation, to be identified on the architectural plans submitted for a building permit:
 1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches.
 2. A covered front porch or patio with a minimum of 60 square feet.

3. A shed roof or trellis at least 18 inches deep above garage door for an additional architectural detail.
 4. A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction.
 5. Two or more masonry finishes to complement the architectural style of the home.
 6. The addition of one or more dormers on the front elevation to complement the architectural style of the home.
- (4) *Fencing.*
- a. Single-family lot fencing shall be constructed of the following materials: brick, stone, reinforced concrete, decorative masonry, wrought iron, tubular steel, redwood, or cedar with a picket size of 1" x 6" with metal posts and treated rails, or other equivalent materials approved by the Zoning Administrator.
 - b. Fences that abut parks, trails, or similar public or private open spaces shall be of wrought iron or tubular steel. Masonry bases not exceeding three (3) feet in height and/or masonry columns are permitted in conjunction with a wrought iron or tubular steel fence.
 - c. Fence requirements and maintenance.
 1. These regulations shall apply only to fences that:
 - i. Face a public street, a public park, a public recreation facility, a school, a library, or a government office; or
 - ii. Are adjacent to a public drainage facility and are visible from a public street.
 2. Fences are not required in the SF-3 district. However, the owners of fences subject to this section shall maintain fences in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, rust, loosening, or leaning. Fences shall be able to withstand the wind load for which they were designed. In addition, the following regulations shall apply:
 - i. A fence shall not be out of vertical alignment more than one (1) foot from the vertical measured at the top of the fence, with the exception of fencing measuring four (4) feet or less in height, which vertical alignment shall not be more than six (6) inches from the vertical measured at the top of the fence.
 - ii. A fence shall not have any broken, loose, damaged or rotted components having a combined total area of twenty (20) square feet or more, said area being calculated over any 50 contiguous linear foot section of fence.
 - iii. A fence shall not have any missing posts, panels, or pickets.
 - iv. Painted fence components shall be regularly maintained to prevent rusting, peeling, or blistering surfaces.
 - v. If the city determines a fence is unsafe, dilapidated or a public nuisance, or otherwise in violation of this chapter, it shall be repaired, replaced or demolished within 60 days upon first notification of non-compliance. Repairs shall be made with materials comparable in composition, color, size, shape and quality to the original fence. Products not intended to be used as fencing are prohibited from being used in the repair of a fence.
- (5) *Landscaping.* Landscaping requirements apply to the development of new homes in the SF-3 district as outlined in Sec. 8-10(l).

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1. It is consistent with the general plan;
2. It advances the stated scope and purpose of the Zoning and Development Code as stated in Section 1-3 of the Code; and
3. It advances the stated purpose of any zoning district it may affect.

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

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

By motion duly made, seconded and passed with an affirmative vote of all the
I members present, the requirement for reading this ordinance on two separate
as dispensed with.

1 **READ, PASSED, and ADOPTED** on first reading this ____ day of
2 _____, 2019.

3 Alternative 2.

4 **READ** and **APPROVED** on first reading this the ____ day of
5 _____, 2019.

6 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
7 _____, 2019.

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11 CRAIG MORGAN, Mayor
12 City of Round Rock, Texas
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16 ATTEST:
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18 _____
19 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article II, Sections 2-15 (d)(2), 2-16 (d)(2)(a), 2-17 (d)(1)(f), 2-18 (d)(2) and 2-19 (d)(2), Code of Ordinances (2018 Edition), regarding garage door width. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0204

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

The code states that garage doors facing a public street shall not exceed a total of 18 feet in width. This has caused confusion as to whether the requirement is intended to limit the combined width of multiple garage doors or the width of individual garage doors. The revised code states that no single garage door facing a public street shall exceed 18 feet in width. The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0204

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE II, SECTION 2-15 (d)(2), SECTION 2-16 (d)(2)(a), SECTION 2-17 (d)(1)(f), SECTION 2-18 (d)(2), AND SECTION 2-19 (d)(2), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING GARAGE DOOR WIDTH; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 2, Article II, Section 2-15 (d)(2), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-15. - SF-2 (Single-Family - Standard Lot) district.

(d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code, the following regulations apply to the SF-2 district:

- (1) *Exterior wall materials.* Metal of any type is prohibited except horizontal pre-finished aluminum siding. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from this requirement.
- (2) *Garage door width.* No single garage door facing a public street shall exceed 18 feet in width.

II.

That Zoning and Development Code, Chapter 2, Article II, Section 2-16 (d)(2)(a), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-16. - SF-3 (Single-Family - Mixed Lot) district.

(d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code, the following regulations apply to the SF-3 district:

- (1) *Exterior wall materials.*
 - a. The exterior wall finish shall be a minimum 75% stone, simulated stone, brick, or stucco. No more than 50% shall be stucco. Up to 25% of the exterior wall finish may be fiber cement siding (excluding flat, unarticulated panels).
 - b. An alternative wall finish consisting of 100% stucco may be permitted only in conjunction with a tile roof.
 - c. The use of materials such as wood shingles, wood siding, and architectural steel or metal shall be limited to accent features.
 - d. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from the percentage and materials requirements listed above.
- (2) *Garage and driveway treatment.*
 - a. No single garage door facing a public street shall exceed 18 feet in width.
 - b. A street-facing garage shall not extend beyond the front building façade.

- c. An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required for all garages facing the street.
- d. Swing in, side entry garages are permitted as a primary garage or 3rd car garage with the following standards:
 - 1. The exterior wall of the garage facing any public street shall include a minimum of one (1) three-foot (3') by five-foot (5') window for every nine (9) linear feet in width; and
 - 2. There shall be a minimum of 30 feet between garage doors and the side lot line which they face.

III.

That Zoning and Development Code, Chapter 2, Article II, Section 2-17 (d)(1)(f), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-17. - SF-D (Single-Family - Downtown) district.

(d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code, the following regulations apply to the SF-D district:

(1) *Parking requirements.*

- a. Parking and access shall be permitted only on improved surfaces.
- b. On-site parking is not required for single-family dwelling units, but is required for the following uses:
 - 1. A bed and breakfast shall provide one on-site parking space for each guest room.
 - 2. Other uses shall provide on-site parking in accordance with chapter 8, article VI.
- c. Garages shall not be required. When a garage is constructed, it shall be complementary in materials and design to the primary structure on the lot.
- d. Where an alley exists and is clear of man-made obstructions, new garages shall be oriented toward the alley. If no alley exists, new garages shall be oriented toward an available secondary frontage. If the garage is oriented toward the secondary frontage, the facade that faces the primary frontage shall include articulation such as windows.
- e. A driveway constructed to access a new garage shall be no wider than 18 feet within the setback, and no wider than the garage at any point.
- f. No single garage door facing a public street shall exceed 18 feet in width.
- g. On-site parking placement.
 - 1. Where access is available from an alley or secondary frontage, parking shall be located at the rear of the property behind the principal structure.
 - 2. If a property has an existing driveway, it may be utilized to meet any on-site parking requirement but may not be expanded in the street yard to accommodate additional parking. Slight modifications may be made to the existing driveway to access additional parking located at the rear of the structure. A driveway shall be no wider than 18 feet within the required front or side setback.

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3 **IV.**

4 That Zoning and Development Code, Chapter 2, Article II, Section 2-18 (d)(2),
5 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
6 follows:

7 **CHAPTER 2. ZONING AND DEVELOPMENTSTANDARDS**

8
9 Sec. 2-18. - MH (Manufactured Housing) district.

10
11 (d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code,
12 the following regulations apply to the MH district:

- 13 (1) *Exterior wall materials.* Metal of any type is prohibited except horizontal prefinished aluminum
14 siding. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from
15 this requirement.
16 (2) *Garage door width.* No single garage door facing a public street shall exceed 18 feet in width.

17 **V.**

18 That Zoning and Development Code, Chapter 2, Article II, Section 2-19 (d)(2),
19 Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as
20 follows:

21 **CHAPTER 2. ZONING AND DEVELOPMENTSTANDARDS**

22
23 Sec. 2-19. - TF (Two-Family) district.

24
25 (d) *Supplementary development standards.* In addition to the standards found in chapter 8 of this Code,
26 the following regulations apply to the TF district:

- 27 (1) *Exterior wall materials.* Metal of any type is prohibited except horizontal prefinished aluminum
28 siding. Accessory buildings not exceeding 150 square feet in gross floor area are exempt from
29 this requirement.
30 (2) *Garage door width.* No single garage door facing a public street shall exceed 18 feet in width.

31 **VI.**

32 That the City Council has considered and hereby make the following findings regarding
33 this amendment:

- 34 1. It is consistent with the general plan;

1 **READ** and **APPROVED** on first reading this the _____ day of
2 _____, 2019.

3 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
4 _____, 2019.

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7 _____
8 CRAIG MORGAN, Mayor
9 City of Round Rock, Texas

10 ATTEST:

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12 _____
13 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-71 (d)(4) and Section 2-72 (d)(4), Code of Ordinances (2018 Edition), regarding fencing design standards. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0205

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

A limited number of fence types are permitted in the MU-1 and MU-2 zoning districts. The MU-1 district provides for lot fencing of masonry or wrought iron and decorative fencing around patios and decks made of other materials. The MU-2 district provides for masonry or wrought iron, with other materials to be approved by the City. Existing single family uses can replace existing wood fencing with similar materials.

The revisions for the MU-2 district modify the provision that allows wood fencing for single family uses to include the installation of new fences. A separate revision provides for opaque fencing in the street yard to screen service areas containing supplies, equipment and restrooms.

The MU-1 district is revised to add the provision for single family wood fencing, since single family uses are allowed on specific lots with the adoption of a separate code revision. In addition, opaque fencing in the street yard to screen service areas containing supplies, equipment and restrooms is added.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0205

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE VI, SECTION 2-71 (d)(4) AND SECTION 2-72 (d)(4), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING FENCING DESIGN STANDARDS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-71 (d)(4), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-71. - MU-1 (Mixed-Use Historic Commercial Core) district.

(d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8 of this code, the following regulations apply to the MU-1 district:

(4) *Fencing design standards.* The following standards apply to fencing in the MU-1 district, in addition to the applicable portions of Sec. 8-35:

- a. Lot fences shall be constructed of the following materials: brick, natural stone, simulated stone, or wrought iron. Other decorative masonry materials or wrought iron equivalents may be approved by the zoning administrator. Single family uses may install new wood fencing or replace existing wood fencing with the same or similar material in accordance with subsection (d)(4)e, below.
- b. A wrought-iron or equivalent fence in the street yard shall be permitted to reach a height of six (6) feet.
- c. Opaque fencing shall be permitted in the street yard for the purpose of screening service areas containing supplies, equipment and restrooms, subject to the approval of the zoning administrator.
- d. Fences in all other yards shall not exceed six (6) feet.
- e. All fences shall provide a finished face to the exterior of the property.
- f. Decorative fencing around patios and decks may be of a material other than one specified above, but shall be approved by the zoning administrator. Galvanized steel or similar welded wire materials shall be no smaller than 14-gauge, and shall be framed on all sides with wood or metal rails and posts.

II.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-72 (d)(4), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-72. - MU-2 (Mixed-Use Downtown Medium Density) district.

(d) *Supplementary development standards.* In addition to the applicable standards found in Chapter 8 of this code, the following regulations apply to the MU-2 district:

(4) *Lot fencing design standards.* The following standards apply to fencing in the MU-2 district, in addition to the applicable standards of Sec. 8-35:

- a. Fences shall be constructed of the following materials: brick, natural stone, simulated stone, or wrought iron. Other decorative masonry materials, reinforced concrete, or wrought iron equivalents may be approved by the zoning administrator. Wood fencing may be permitted if deemed appropriate by the zoning administrator based on the architecture and exterior materials of the principal building. Single-family uses may install new wood fencing or replace existing wood fencing with the same or a similar material and in accordance with subsection (d)(4)b, below.
- b. All fences shall provide a finished face to abutting single-family or townhouse uses.
- c. Fences outside the street yard may be eight (8) feet in height to accommodate topographical changes, as approved by the zoning administrator.
- d. A wrought iron or similar transparent fence in the street yard shall be permitted to reach a height of six (6) feet.
- e. Fences shall be eight (8) feet in height where outdoor rear or side dining or patio areas associated with eating establishments and indoor entertainment uses share a common lot line with a residential use, except for multi-story apartments and upper story residential.
- f. Decorative street yard fencing of a material other than one specified above may be approved by the zoning administrator, except that chain link fencing is prohibited.
- g. Opaque fencing of a maximum of six (6) feet in height shall be permitted in the street yard for the purpose of screening service areas containing supplies, equipment and restrooms, subject to the approval of the zoning administrator.

III.

That the City Council has considered and hereby make the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It advances the stated scope and purpose of the Zoning and Development Code as stated in Section 1-3 of the Code; and
3. It advances the stated purpose of any zoning district it may affect.

IV.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2019.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 2019.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Section 2-34 (e)(1); Article IV, Section 2-42 (e)(1); Article V, Section 2-56 (e)(1) and Section 2-57 (e)(1), Code of Ordinances (2018 Edition), regarding the use of materials for exterior wall finish. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0206

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

These revisions are to provide clarification to the requirements for exterior wall finish in the C-2 (Local Commercial), OF-1 (General Office), PF-1 (Public Facilities - low intensity) and PF-2 (Public Facilities - medium intensity) zoning districts. The requirements are the same for all four districts.

The revision rearranges how the required materials and their percentages of the total exterior finish are expressed, to avoid confusion. The first paragraph lists only the materials that must comprise at least 50% of the exterior finish and the second paragraph only the materials that may comprise the remaining 50% of the exterior finish.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0206

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE III, SECTION 2-34 (e)(1); ARTICLE IV, SECTION 2-42 (e)(1); ARTICLE V SECTION 2-56 (e)(1) AND 2-57 (e)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING THE USE OF MATERIALS FOR EXTERIOR WALL FINISH; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 2, Article III, Section 2-34 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-34. - C-2 (Local Commercial) district.

(e) *Local commercial design standards.* The following design standards apply to all buildings in the C-2 district. These standards are intended to ensure an attractive built environment in Round Rock. Selection of materials, color, building orientation, articulation, and windows shall reflect the design themes established in the neighborhood which the proposed development borders. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

- a. At least 50 percent of the exterior wall finish of all buildings shall be natural stone, simulated stone, or brick, except for doors, windows and trim.
- b. Other materials allowed for the exterior wall finish are: stucco; fiber cement siding; architecturally finished steel or metal; glass with steel framing; or architectural concrete masonry units (CMU). These materials shall not comprise more than 50 percent of the total exterior wall finish (breezeways are not included in this calculation). However, 100 percent stucco may be permitted in conjunction with a tile roof. The use of materials other than those listed in this section and in section (a) above, shall be limited to accent features.
- c. Fiber cement siding shall not comprise more than 25% of the total exterior wall finish. Flat, unarticulated panels are prohibited.
- d. Architectural CMU shall have an ashlar pattern.

II.

That Zoning and Development Code, Chapter 2, Article IV, Section 2-42 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-42. - OF-1 (General Office) district.

(e) *General office design standards.* The following design standards apply to all buildings in the OF-1 district. These standards are intended to ensure an attractive built environment in Round Rock. Selection of materials, color, building orientation, articulation, and windows shall reflect the design

themes established in the neighborhood which the proposed development borders. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

- a. At least 50 percent of the exterior wall finish of all buildings shall be natural stone, simulated stone, or brick, except for doors, windows and trim.
- b. Other materials allowed for the exterior wall finish are: stucco; fiber cement siding; architecturally finished steel or metal; glass with steel framing; or architectural concrete masonry units (CMU). These materials shall not comprise more than 50 percent of the total exterior wall finish (breezeways are not included in this calculation). However, 100 percent stucco may be permitted in conjunction with a tile roof. The use of materials other than those listed in this section and in section (a) above, shall be limited to accent features.
- c. Fiber cement siding shall not comprise more than 25% of the total exterior wall finish. Flat, unarticulated panels are prohibited.
- d. Architectural CMU shall have an ashlar pattern.

III.

That Zoning and Development Code, Chapter 2, Article V, Section 2-56 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-56. - PF-1 (Public Facilities - Low Intensity) district.

(e) *Public facilities - low intensity design standards.* The following design standards apply to all buildings in the PF-1 district. These standards are intended to ensure an attractive built environment in Round Rock. Selection of materials, color, building orientation, articulation, and windows shall reflect the design themes established in the neighborhood which the proposed development borders. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

- a. At least 50 percent of the exterior wall finish of all buildings shall be natural stone, simulated stone, or brick, except for doors, windows and trim.
- b. Other materials allowed for the exterior wall finish are: stucco; fiber cement siding; architecturally finished steel or metal; glass with steel framing; or architectural concrete masonry units (CMU). These materials shall not comprise more than 50 percent of the total exterior wall finish (breezeways are not included in this calculation). However, 100 percent stucco may be permitted in conjunction with a tile roof. The use of materials other than those listed in this section and in section (a) above, shall be limited to accent features.

- c. Fiber cement siding shall not comprise more than 25% of the total exterior wall finish. Flat, unarticulated panels are prohibited.
- d. Architectural CMU shall have an ashlar pattern.

IV.

That Zoning and Development Code, Chapter 2, Article V, Section 2-57 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-57. - PF-2 (Public Facilities - Medium Intensity) district.

(e) *Public facilities - medium intensity design standards.* The following design standards apply to all buildings in the PF-2 district. These standards are intended to ensure an attractive built environment in Round Rock. Selection of materials, color, building orientation, articulation, and windows shall reflect the design themes established in the neighborhood which the proposed development borders. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

- a. At least 50 percent of the exterior wall finish of all buildings shall be natural stone, simulated stone, or brick, except for doors, windows and trim.
- b. Other materials allowed for the exterior wall finish are: stucco; fiber cement siding; architecturally finished steel or metal; glass with steel framing; or architectural concrete masonry units (CMU). These materials shall not comprise more than 50 percent of the total exterior wall finish (breezeways are not included in this calculation). However, 100 percent stucco may be permitted in conjunction with a tile roof. The use of materials other than those listed in this section and in section (a) above, shall be limited to accent features.
- c. Fiber cement siding shall not comprise more than 25% of the total exterior wall finish. Flat, unarticulated panels are prohibited.
- d. Architectural CMU shall have an ashlar pattern.

V.

That the City Council has considered and hereby make the following findings regarding this amendment:

1. It is consistent with the general plan;

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article III, Sections 2-32 (e)(1) and 2-33 (e)(1) and Article IV, Section 2-58 (e)(1), Code of Ordinances (2018 Edition), regarding the use of stucco mix for exterior wall finish. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0207

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

These revisions are to provide clarification regarding the use of stucco in the C-1 (General Commercial), C-1a (General Commercial - limited) and PF-3 (Public Facilities - high intensity) districts. The requirements are the same in all three districts.

The code revision relocates the wainscot requirement for stucco that exceeds 75% of the total wall finish so that it clearly applies only to concrete tilt-wall construction. Other types of construction do not allow the use of more than 25% stucco, however the way the code sections are currently arranged has caused confusion.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0207

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE III, SECTIONS 2-32 (e)(1) AND 2-33 (e)(1) AND ARTICLE V, SECTION 2-58 (e)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING THE USE OF STUCCO MIX FOR EXTERIOR WALL FINISH; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

I.

That Zoning and Development Code, Chapter 2, Article III, Section 2-32 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-32. – C-1 (General Commercial) district.

(e) *General commercial design standards.* The following design standards apply to all buildings in the C-1 district. These standards are intended to ensure an attractive built environment in Round Rock. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

a. For all buildings, except for concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU); and
2. No more than 25% may consist of stucco, fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e) below.

b. For buildings utilizing concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU), or stucco.
 - i. Where stucco exceeds 75% of the total exterior wall finish, a minimum of four-foot (4') wainscot of stone, simulated stone, or brick shall be incorporated.
2. No more than 25% may consist of fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e)(1)e, below.

c. New or emerging materials not explicitly permitted herein may comprise a maximum of 25% of the total exterior wall finish if approved in writing by the zoning administrator based upon the product's durability and longevity.

d. All CMU shall have an ashlar pattern.

e. Glass with steel framing shall not exceed 25% of the total exterior wall finish for buildings less than three (3) stories tall. Buildings that are three (3) stories or taller may consist of a maximum 50% glass with steel framing.

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II.

That Zoning and Development Code, Chapter 2, Article III, Section 2-33 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-33. – C-1a (General Commercial - Limited) district.

(e) *General commercial - limited design standards.* The following design standards apply to all buildings in the C-1a district. These standards are intended to ensure an attractive built environment in Round Rock. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

a. For all buildings, except for concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU); and
2. No more than 25% may consist of stucco, fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e) below.

b. For buildings utilizing concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU), or stucco.
 - i. Where stucco exceeds 75% of the total exterior wall finish, a minimum four-foot (4') wainscot of stone, simulated stone, or brick shall be incorporated.
2. No more than 25% may consist of fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e)(1)e, below.

c. New or emerging materials not explicitly permitted herein may comprise a maximum of 25% of the total exterior wall finish if approved in writing by the zoning administrator based upon the product's durability and longevity.

d. All CMU shall have an ashlar pattern.

e. Glass with steel framing shall not exceed 25% of the total exterior wall finish for buildings less than three (3) stories tall. Buildings that are three (3) stories or taller may consist of a maximum 50% glass with steel framing.

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III.

That Zoning and Development Code, Chapter 2, Article V, Section 2-58 (e)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-58. – PF-3 (Public Facilities – High Intensity) district.

(e) *Public facilities - high intensity design standards.* The following design standards apply to all buildings in the PF-3 district. These standards are intended to ensure an attractive built environment in Round Rock. Alternative designs may be approved in writing by the zoning administrator in order to implement a specific, recognized architectural style not accommodated by the design standards below, excluding corporate architecture. Additions to sites and projects with existing buildings may continue the design style that has been previously established.

(1) *Exterior wall finish.* The building materials of a project shall be durable, require low maintenance, and be of the same or higher quality as surrounding developments.

a. For all buildings, except for concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU); and
2. No more than 25% may consist of stucco, fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e)(1)e, below.

b. For buildings utilizing concrete tilt-wall construction:

1. At least 75% of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, brick, stone-face or split-face concrete masonry unit (CMU), or stucco.
 - i. Where stucco exceeds 75% of the total exterior wall finish, a minimum of four-foot (4') wainscot of stone, simulated stone, or brick shall be incorporated.
2. No more than 25% may consist of fiber cement siding, architectural steel or metal, CMU other than split-face or stone face, or glass with steel framing, except as modified by subsection (e)(1)e, below.

c. New or emerging materials not explicitly permitted herein may comprise a maximum of 25% of the total exterior wall finish if approved in writing by the zoning administrator based upon the product's durability and longevity.

d. All CMU shall have an ashlar pattern.

e. Glass with steel framing shall not exceed 25% of the total exterior wall finish for buildings less than three (3) stories tall. Buildings that are three (3) stories or taller may consist of a maximum 50% glass with steel framing.

1 **IV.**

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3 That the City Council has considered and hereby make the following findings
4 regarding this amendment:

- 5 1. It is consistent with the general plan;
- 6 2. It advances the stated scope and purpose of the Zoning and Development
7 Code as stated in Section 1-3 of the Code; and
- 8 3. It advances the stated purpose of any zoning district it may affect.

9 **V.**

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2019.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2019.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider public testimony regarding, and an ordinance amending the Zoning and Development Code, Chapter 2, Article VI, Section 2-77 and Article VIII, Section 2-91 (hh), Code of Ordinances (2018 Edition), regarding single detached dwellings in the MU-1 District. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2019-0208

The revisions to the City's Code of Ordinances, creating the Zoning and Development Code, were published on October 1, 2018. Since that time, staff has identified changes which are intended to improve specific sections or to correct errors.

The MU-1 zoning district is primarily dedicated to the establishment of low and moderate density commercial development with limited residential uses, therefore single family uses are not permitted. This revision would allow single family uses on six lots in the MU-1 district which are vacant and suitable for single family uses or on which single family uses currently exist. Any new single family structures will be subject to the design standards which currently apply to single family structures in the MU-2 (Mixed-Use Downtown Medium Density) zoning district. These standards include: exterior wall finish, orientation, elevation variation, articulation, the percentage of windows on the primary façade and roofing materials. The MU-2 standards are more appropriate for single family uses than the design standards in the MU-1 district.

All six of the lots specified are located on E. Liberty Avenue, five between N. Burnett Street and N. Shepard St. and one between N. Lampasas St. and N. Mays St.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of this revision at their meeting on April 3, 2019. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0208

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE VI, SECTION 2-77 AND ARTICLE VIII, SECTION 2-91 (hh), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING SINGLE FAMILY DETACHED DWELLINGS IN THE MU-1 DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas desires to amend the text of the Zoning and Development Code, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the proposed amendment on the 3rd day of April, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering public testimony received at such hearing, the Planning and Zoning Commission has recommended the Zoning and Development Code be amended as set forth herein, and

WHEREAS, on the 9th day of May, 2019, after proper notification, the City held a public hearing on the proposed amendment, and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

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

1.

That Zoning and Development Code, Chapter 2, Article VI, Section 2-77, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended as follows:

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-77. - Permitted Uses in the Mixed-Use and PUD Districts.

Summary use table by mixed-use and PUD zoning district

Use	Zoning District					
	MU-1	MU-2	MU-L	MU-R	MU-G ⁽¹⁾	Supplementary Use Standard
P = Permitted P/S = Permitted with supplementary use standards needed SE = Special Exception - = Prohibited						
<i>Residential Uses</i>						
Accessory Dwelling Unit/Carriage House	-	P	P/S	P		2-91(a)
Apartment	-	P	-	-		
Courtyard Building	-	P	-	-		
Multifamily House	-	P	-	-		
Single-family, Attached	-	P	-	-		
Single-family, Detached	P/S	P/S	P	-		2-91(hh)
Townhouse	-	P	-	-		
Upper-Story Residential	P/S	P/S	-	P/S		2-91(kk)
Villa	-	P	-	-		
<i>Public and Civic Uses</i>						
Community/Government Service	-	-	-	P/S		2-91(k)
Day Care	-	SE	-	SE		
Park, Community	-	P	P	P		
Park, Linear/Linkage	P	P	P	P		
Park, Neighborhood	P	P	P	P		
Passenger Terminal	SE	SE	-	SE		
Place of Worship	P	P	P	P		
Public Safety Facility	P	P	P	P		
Utility, Minor	P/S	P/S	P/S	P/S		2-91(mm)
Utility, Intermediate	P/S	P/S	P/S	P/S		2-91(mm)
WTF, Stealth	P/S	P/S	P/S	P/S		2-91(qq)
<i>Commercial Uses</i>						
Bed and Breakfast	-	P	P	P		
Cosmetic Services	P	-	-	P		
Event Center	P	SE	-	SE		
Hotel/Motel/Lodging	P/S	P/S	-	P		2-91(q)

Indoor Entertainment Activities	P/S	P/S	-	P/S		2-91(r)
Live/Work Units	P/S	P/S	P/S	P/S		2-91(t)
Office	P/S	P	P	P		2-91(u)
Office, Medical	-	P/S	-	P/S		2-91(v)
Outdoor Entertainment	P	SE	-	SE		
Restaurant/Bar	P/S	P/S	-	P/S		2-91(dd)
Restaurants with Outdoor Cooking Areas	P	SE	-	SE		
Retail Sales and Services	P/S	P/S	P/S	P/S		2-91(ee)

(1) All uses are permitted in the MU-G district except for those listed in Sec. 2-4 and Sec. 2-75.

II.

That Zoning and Development Code, Chapter 2, Article VIII, Section 2-91 (hh), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding subsection (4):

CHAPTER 2. ZONING AND DEVELOPMENT STANDARDS

Sec. 2-91. - Supplementary use standards.

(hh) *Single-family attached and single-family detached dwelling units.*

- (1) *C-1 and C-1a districts.* Single-family attached (two dwelling units) and single-family detached dwelling units in the C-1 and C-1a districts are permitted only in the downtown development area.
- (2) *MU-2 district.* Single-family dwelling units are subject to the following standards:
 - a. A single-family use that is converted to a nonresidential use shall not return to a single-family use.
 - b. Single-family uses shall not be required to provide on-site parking in a garage.
 - c. Nonresidential uses shall not be required to provide a compatibility buffer adjacent to single-family uses.
 - d. After the 1st day of August, 2013, if a single-family structure is damaged or destroyed to an extent greater than 50 percent by natural or manmade disaster, not including damage caused intentionally or negligently by the owner, the single-family structure may be rebuilt according to the following density and development standards and time deadlines:
 1. No minimum lot area required;
 2. Front, side, and rear setbacks shall conform to either SF-2 or MU-2 standards;
 3. The exterior finish of all new buildings shall be of natural stone, simulated stone, brick, stucco, and/or fiber cement siding;

4. If the building official has not issued a certificate of occupancy within five years following the date of destruction of the single-family structure, all future use of the property must conform to all MU-2 standards.
- (3) *TF district.* Single-family detached dwelling units in the TF district shall comply with the lot and building dimensional standards for the SF-2 zoning district, which can be found in Sec. 2-26.
- (4) MU-1 district.
 - a. Single-family detached dwelling units shall be permitted only on properties located at the following addresses in the city: 305 East Liberty; 309 East Liberty, 311 East Liberty, 306 East Liberty, and 102 East Liberty.
 - b. Single-family dwelling units are subject to the following standards:
 1. A single-family use that is converted to a nonresidential use shall not return to a single-family use.
 2. Single-family uses shall not be required to provide on-site parking in a garage.
 3. Nonresidential uses shall not be required to provide a compatibility buffer adjacent to single-family uses.
 4. The MU-2 (Mixed-Use Downtown Medium Density) district design standards contained in Section 2-72(e) shall apply.

III.

That the City Council has considered and hereby make the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It advances the stated scope and purpose of the Zoning and Development Code as stated in Section 1-3 of the Code; and
3. It advances the stated purpose of any zoning district it may affect.

IV.

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

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

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

1 and that such meeting was open to the public as required by law at all times during
2 which this Ordinance and the subject matter hereof were discussed, considered and
3 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
4 Government Code, as amended.

5 Alternative 1.

6 By motion duly made, seconded and passed with an affirmative vote of all the
7 Council members present, the requirement for reading this ordinance on two separate
8 days was dispensed with.

9 **READ, PASSED, and ADOPTED** on first reading this ____ day of
10 _____, 2019.

11 Alternative 2.

12 **READ and APPROVED** on first reading this the ____ day of
13 _____, 2019.

14 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
15 _____, 2019.

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18 _____
19 CRAIG MORGAN, Mayor
20 City of Round Rock, Texas
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22 ATTEST:
23

24 _____
25 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of the presiding municipal judge.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0291



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider Executive Session as authorized by §551.074 Government Code, to deliberate the appointment of an associate municipal judge.

Type: Executive Session

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0292



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider the appointment of a presiding municipal judge to fill an unexpired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0293



City of Round Rock

Agenda Item Summary

Agenda Number: K.2

Title: Consider the appointment of an associate municipal judge.

Type: Appointment

Governing Body: City Council

Agenda Date: 5/9/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0294