



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, June 13, 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-0364](#) [Consider proclaiming June 2019 as "Regarding Cancer" Month in the City of Round Rock.](#)
- E.2 [TMP-0400](#) [Consider proclaiming June 14-15, 2019 as the "Round Rock Juneteenth Rhythm & Ribs Festival."](#)
- E.3 [TMP-0429](#) [Consider a presentation regarding the Teen UniverCity graduating class.](#)

F. STAFF PRESENTATIONS:

- F.1 [TMP-0405](#) [Consider a presentation and department update from the Finance Department.](#)

G. CONSENT AGENDA:

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

- G.1 [TMP-0402](#) [Consider the approval of the minutes for the May 15, 2019 Special Called and May 23, 2019 Regular City Council meetings.](#)
- G.2 [2019-0217](#) [Consider an ordinance amending Chapter 42, Section 42-319, Code of Ordinances \(2018 Edition\), regarding two-hour parking. \(Second Reading\)](#)
- G.3 [2019-0221](#) [Consider an ordinance adopting Amendment No. 1 to the FY 2018-2019 Operating Budget. \(Second Reading\)](#)
- G.4 [2019-0224](#) [Consider a resolution authorizing the Mayor to execute a Software Maintenance Agreement with Superion, LLC for the purchase of ONESolution brand software applications.](#)

H. RESOLUTIONS:

- H.1 [2019-0223](#) [Consider a resolution authorizing the City manager to issue a Purchase Order to Safeware, Inc. for the purchase of ballistic helmets and helmet bags.](#)
- H.2 [2019-0225](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Avenu Insights and Analytics for Hotel Occupancy Tax analysis and audit services.](#)
- H.3 [2019-0243](#) [Consider a resolution authorizing the Mayor to execute an Easement Purchase Contract with LCRA Transmission Services Corporation and related documents.](#)
- H.4 [2019-0226](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Metro Fire Apparatus Specialists, Inc. for the purchase of public safety and firehouse supplies and equipment.](#)
- H.5 [2019-0227](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Metro Fire Apparatus Specialists, Inc. for a QXT Thermal Imager.](#)
- H.6 [2019-0228](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with High Country Inv., LP to purchase 0.099 acres of right-of-way required for construction of the proposed Gattis School Road Phase 6 roadway improvement Project \(Parcel 14\).](#)
- H.7 [2019-0229](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Aguirre & Fields, LP for the Logan Street Connection Project.](#)
- H.8 [2019-0230](#) [Consider a resolution rejecting the bid submitted by DeNucci Constructors for the Main Street Intervention Project.](#)

- H.9 [2019-0231](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Texas Materials Group for the 2017 SMP University Boulevard Surface Treatment Project.](#)
- H.10 [2019-0232](#) [Consider a resolution authorizing the submittal of a grant application for the FY 2018 Federal Transit Authority Section 5307 funds in the amount of \\$647,054 for the fixed route bus system and paratransit services.](#)
- H.11 [2019-0233](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire \(1\) a subsurface raw water line easement in and under four parcels of land totaling approximately 2.149 acres, and \(2\) a monitoring well easement in and to that certain 25 square foot parcel of land, all owned by Greg Attwood, Trustee, Greg Attwood and Kimberly Attwood for the construction of Brushy Creek Regional Utility Authority \(BCRUA\) raw water line utility improvements and take other appropriate action \(Parcels 1, 2, 16, 106\).](#)
- H.12 [2019-0234](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and under approximately 0.012 acres of land owned by Scott E. McCormack and Gemma A. McCormack for the construction of Brushy Creek Regional Utility Authority \(BCRUA\) raw water line utility improvements, and take other appropriate action \(Parcel 37\).](#)
- H.13 [2019-0235](#) [Consider a resolution authorizing the Mayor to execute a Contract with T. Morales Co. Electric & Controls Ltd. for the Water Treatment Plant & Lake Georgetown Pump & Power Modifications Project.](#)
- H.14 [2019-0236](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Georgetown for participation in the City's Household Hazardous Waste Disposal Program.](#)
- H.15 [2019-0237](#) [Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee \(CIAC\).](#)
- H.16 [2019-0238](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Prota Construction, Inc. for the Southeast Ground Storage Tank Pump Improvements & South 81 Station Project.](#)
- H.17 [2019-0239](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Howden Roots, LLC for the rental of a Turblex Aeration Blower for the East Wastewater Treatment Plant.](#)
- H.18 [2019-0240](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Howden Roots, LLC for the purchase of a Turblex Aeration Blower/Compressor for the East Wastewater Treatment Plant.](#)
- H.19 [2019-0241](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Precision Pump Systems for the purchase of two \(2\) Pumps at the East Wastewater Treatment Plant.](#)

I. ORDINANCES:

- I.1 [2019-0242](#) [Consider an ordinance amending Chapter 44, Article VI, Code of Ordinances \(2018 Edition\), by adding new Section 44-153 regarding septic hauler fees. \(First Reading\)\(Requires Two Readings\)](#)

J. APPOINTMENTS:

- J.1 [TMP-0403](#) [Consider the appointment of a Mayor Pro-Tem.](#)
- J.2 [TMP-0404](#) [Consider the appointment of an Associate Municipal Judge.](#)

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

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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 7th day of June 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 June 2019 as "Regarding Cancer" Month in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0364



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming June 14-15, 2019 as the "Round Rock Juneteenth Rhythm & Ribs Festival."

Type: Proclamation

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0400



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a presentation regarding the Teen UniverCity graduating class.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0429



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation and department update from the Finance Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance Department

Text of Legislative File TMP-0405



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider the approval of the minutes for the May 15, 2019 Special Called and May 23, 2019 Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 051519 Draft Special Called Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0402

City of Round Rock

Draft Meeting Minutes

City Council

Special Called Meeting

Wednesday, May 15, 2019

CALL SESSION TO ORDER

The Round Rock City Council met in special session on May 15, 2019 in the City Council Chambers located at 221 E. Main Street, Round Rock. Mayor Pro-Tem Baese called the meeting to order at 4:00 p.m.

ROLL CALL

Present: 4 - Mayor Pro-Tem Writ Baese
Councilmember Rene Flores
Councilmember Will Peckham
Councilmember Hilda Montgomery

Absent: 3- Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Matthew Baker

CANVASS OF ELECTION:

C.1 Consider the canvass of the May 4, 2019 General Election.

The City Council reviewed the canvass of the returns from the election and declared the results official and final.

ADJOURNMENT

There being no further business, Mayor Pro-Tem Baese adjourned the meeting at 4:02 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 23, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on May 23, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:07 pm.

ROLL CALL

| | |
|-----------------|---|
| Present: | 7 - Mayor Craig Morgan Mayor Pro-Tem Writ Baese Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery |
| Absent: | 0 |

PLEDGES OF ALLEGIANCE

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

OATH OF OFFICE

- | | | |
|------------|--------------------------|--|
| D.1 | TMP-0301 | Administration of the oath of office to the newly elected Councilmember for Place 2. |
| D.2 | TMP-0302 | Administration of the oath of office to the newly elected Councilmember for Place 6. |

CITIZEN COMMUNICATION

Judge Bill Gravel thanked the Council for their service.

Cathey Carter, Pecan Ave, spoke in opposition of ordinance I.1 restricting parking times in the downtown area.

CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion and no items were removed from the Consent Agenda.

A motion was made by Councilmember Peckham seconded by Councilmember Young to approve the Consent Agenda approved. The motion carried by the following vote:

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

Nay: 0

Absent: 0

- F.1** [TMP-0300](#) Consider approval of the minutes for the May 9, 2019 City Council meeting.
This item approved on the Consent Agenda.
- F.2** [2019-0214](#) Consider a resolution authorizing the Mayor to execute an Agreement with Freightliner of Austin for purchase of optional equipment, repair parts and repair services for City Vehicles.
This item approved on the Consent Agenda.
- F.3** [2019-0215](#) Consider a resolution authorizing the Mayor to execute a Contract with Matera Paper Company, Inc. for the purchase of custodial supplies.
This item approved on the Consent Agenda.
- F.4** [2019-0216](#) Consider a resolution authorizing the Mayor to execute a Contract with Gulf Coast Paper Company for the purchase of custodial supplies.
This item approved on the Consent Agenda.

PUBLIC HEARINGS:**G.1** [TMP-0283](#)

Consider public testimony regarding the creation of an affordable senior multi-family housing located at 1001 University Boulevard.

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

Mayor Morgan opened the hearing for public testimony.

Clifford May, original owner of the land spoke in support of the development.

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

RESOLUTIONS:**H.1** [2019-0218](#)

Consider a resolution expressing no objection to the creation of an affordable senior multi-family housing located at 1001 University Boulevard.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Baker, 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 [2019-0219](#)

Consider a resolution authorizing the Mayor to execute a Development Agreement with Cornerstone Associates, LLC regarding an affordable senior multi-family housing development located at 1001 University Boulevard.

Brad Wiseman, Planning and Development 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.3 [2019-0212](#)

Consider a resolution nominating Dell Inc. at its Building 5 of the Round Rock campus as a qualified Enterprise Project to be eligible to participate in the Enterprise Zone Program.

Nicole Vance with the Round Rock Chamber made the staff presentation.

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

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

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Montgomery

H.4 [2019-0213](#)

Consider a resolution denying an application for approval of a rate change submitted by Oncor Electric Delivery Company LLC and authorizing participation in proceedings at the Public Utility Commission of Texas.

Kevin Klosterboer, Budget Manager with the Finance Department 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.5 [2019-0220](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2019.

Susan Morgan, CFO, 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 [2019-0192](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

H.7 [2019-0211](#)

Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting for the McNeil Road Extension Phase 2 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

ORDINANCES:

- I.1 2019-0217** Consider an ordinance amending Chapter 42, Section 42-319, Code of Ordinances (2018 Edition), regarding two-hour parking. (Second Reading)

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve the first reading of the ordinance with a second reading required on 6/13/19. 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 [2019-0222](#)** Consider public testimony regarding, and an ordinance zoning 1.72 acres of land located southwest of the intersection of High Country Boulevard and High Point Drive to the OF-1 (General Office) zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Carolene English, 2902 Flower Hill, spoke in opposition to the rezoning.

Lucas Anesti, 3309 High Cotton Way spoke in opposition to the rezoning.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that the first reading of 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

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

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

Nay: 0

Absent: 0

I.3 2019-0221

Consider an ordinance adopting Amendment No. 1 to the FY 2018-2019 Operating Budget. (Second Reading)

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the ordinance with a second reading required on 6/13/19. 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-0345](#)

Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 900 and 910 Heritage Center Circle, 100 Tower Drive, and 209-211 Brown Street, Round Rock, Texas.

The City Council recessed to Executive Session.

Mayor Morgan called the session to order at 8:00 p.m. and adjourned it at 8:25 p.m.

The City Council reconvened to Regular Session with no action taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:26 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider an ordinance amending Chapter 42, Section 42-319, Code of Ordinances (2018 Edition), regarding two-hour parking. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2019-0217

This item will modify the two-hour parking ordinance to include the downtown mixed use areas. The modified ordinance states that parking restrictions would not be applicable or enforceable until signs are posted giving notice. This item will allow the Transportation Department to respond in a timely and efficient fashion when conditions warrant time-limited parking in the downtown area due to redevelopment, changes in use, or to manage parking efficiency.

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK ,

S

That Chapter 42, Section 42-319 of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(a) *Two-hour limit zones.*

- (a) On Main St. from San Saba St. to Lewis St.;
- (b) On Liberty Ave. from San Saba St. to Lewis St.;
- (c) On Bagdad Ave. from Harris St. to McNeil Road;
- (d) On Florence Ave. from Brown St. to Blair St.;
- (e) On Austin Ave. from Round Rock Ave. to Lewis St.
- (f) On Anderson Ave. from Lewis St. to Lee St.
- (g) On Milam Ave. from Mays St. to Spring St.;
- (h) On Fannin Ave. from Mays St. to Lewis St.;
- (i) On San Saba St. from Round Rock Ave. to its southern end;
- (j) On Harris St. from Liberty Ave. to Bagdad Ave.;
- (k) On Brown St. from Round Rock Ave. to Florence St.;
- (l) On Brown St. from Anderson Ave. to Austin, St.
- (m) On Blair St. from Anderson Ave. to Florence St.;
- (n) On Round Rock Ave. from San Saba St. to Blair St.;
- (o) On Lampasas St. from Fannin Ave. to McNeil Road;

- 1 (p) On Sheppard St. from Fannin Ave. to Bagdad St.;
- 2 (q) On Burnet St. from Fannin Ave. to McNeil Road;
- 3 (r) On Lewis St. from Pecan St. to Main St.;
- 4 (s) On Spring St. from Lewis St. to Pecan St.;
- 5 (t) On Pecan St. from Lewis St. to Georgetown St.

6 **II.**

7

8 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are

9 expressly repealed.

10 **B.** The invalidity of any section or provision of this ordinance shall not

11 invalidate other sections or provisions thereof.

12 **C.** The City Council hereby finds and declares that written notice of the date,

13 hour, place and subject of the meeting at which this Ordinance was adopted was posted

14 and that such meeting was open to the public as required by law at all times during

15 which this Ordinance and the subject matter hereof were discussed, considered and

16 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas

17 Government Code, as amended.

18 **READ** and **APPROVED** on first reading this the ____ day of

19 _____, 2019.

20 **READ, APPROVED** and **ADOPTED** on second reading this the ____ day of

21 _____, 2019.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

6

ATTEST:

7

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9

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2018-2019 Operating Budget. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2019-0221

New General Fund Positions

The following additional FTEs are recommended to be funded for the General Fund to help meet the immediate staffing needs. The proposal amendment increases the General Fund budget by a total of \$35,500 and adds 1.000 FTE to the authorized personnel count citywide. This position will be funded by higher than expected Sales Tax revenues in the General Fund.

- 1) *Staff Engineer/Project Manager for Transportation:* Transportation is seeking a Project Manager to help accommodate the fast-paced growth & development of the City's many projects by providing additional assistance to the Department. This position will provide management for the new road projects already started in the five year, \$240 million roadway expansion/improvement plan.

Increased General Fund Positions

The amendment also increases the authorized FTE count for four (4) existing positions in the General Fund. This proposed amendment increases the General Fund budget by a total of \$35,000 and the authorized personnel count by 1.275 FTEs, and are considered routine reconciling adjustments. These positions will be funded by higher than expected Sales Tax revenues in the General Fund.

- 1) *Increasing Two Law Enforcement Technicians to 0.750 FTE:* The Police Department is requesting to increase two Law Enforcement Technician positions from 0.500 FTE to 0.750 FTE. This will reconcile the budgeted number of FTE to the actual amount in the department. This will increase the Police Department's authorized personnel count by

0.500 FTE in total. The amendment for these changes will increase the General Fund's FY 2019 budget by \$16,000.

2) *Increasing a Volunteer Coordinator Position to Full Time:* The Police Department is requesting to increase a Volunteer Coordinator position from 0.475 FTE to full-time 1.000 FTE. This will reconcile the budgeted number of FTEs to the actual amount in the department. This will increase the Police Department's authorized personnel count by 0.525 FTE in total. The amendment for these changes will increase the General Fund's FY 2019 budget by \$14,000.

3) *Library Associate:* The Library is requesting to reconcile the FTE count for a Library Associate position of 0.250 FTE. This will reconcile the budgeted number of FTEs to the actual amount in the department and the total Library's authorized personnel count by 0.250 FTE total. The amendment for this position will increase the General Fund's FY 2019 budget by \$5,000.

Increased Utility Fund Positions

This amendment also increases (2) Customer Service Representatives in the Utility Fund. This proposed amendment increases the Utility Fund budget by a total of \$8,000 and the authorized personnel count by 0.500 FTEs.

1) *Increasing Two Customer Service Representative Positions to 1.000 FTE:* The Utility Billing and Collections Department is requesting to increase two Customer Service Representative positions from 0.750 FTE to 1.000 FTE due to increased workload needs associated with the new CIS system and customer portal. This will increase the Utility Billing and Collections Department's authorized personnel count by 0.500 FTEs. The amendment will these changes will increase the Utility Fund's FY 2019 budget by \$8,000.

Other Items

The following budget amendments are recommended for funding needs not related to new or existing positions in the General Fund.

1) *Expense and Revenues for Fire Opioid Grant:* The Fire Department has received another round of funding through an Opioid Emergency Response Grant through the Health and Human Services Commission in the amount of \$500,000. This amendment will increase the General Fund budget by \$500,000 in expenses and by \$500,000 in off-setting revenues. This is the final phase of the Opioid Grant.

ORDINANCE NO. O-2019-0221

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2018-2019.**

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2018-2019 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

The City Clerk is directed to file a certified copy of this ordinance along with a true copy of the attached revised budget with the County Clerk of Williamson County, Texas.

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

READ and **APPROVED** on first reading this the ____ day of _____,
2019.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of
_____, 2019.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"****FY 2019 Budget Amendment
Full Time Equivalent Additions & Funding**

| | <u>FY 2019 Budget</u> |
|---|------------------------------|
| General Fund | |
| Source of Funds: | |
| Excess Sales Tax Revenues | \$ (70,202) |
| Opioid Grant Reimbursement | (500,000) |
| Expenditures: | |
| Police (Additional 0.250 each for 2 positions) | \$ 16,239 |
| Police (Additional 0.525 for position) | 14,105 |
| Transportation (1 New FTE) | 35,434 |
| Library (0.250 for position reconciliation) | 4,424 |
| General Fund Ongoing Expenses | <u>70,202</u> |
| Fire Opioid Grant | 500,000 |
| General Fund One-time Expenses | <u>500,000</u> |
| General Fund Total | <u><u>570,202</u></u> |
| General Fund Balance - net effect | \$ 0 |
| Utility Fund | |
| Source of Funds: | |
| Expenditures: | |
| Utility Billing & Collections (Additional 0.250 each for 2 positions) | \$ 7,731 |
| Utility Fund Balance - net effect | <u>\$ 7,731</u> |



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Software Maintenance Agreement with Superion, LLC for the purchase of ONESolution brand software applications.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Heath Douglas, IT Director

Cost: \$207,851.79

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Information Technology

Text of Legislative File 2019-0224

This Superion Agreement is for the purchase of an Annual Software Maintenance of the OSS/ONESolution regarding Computer-Aided Dispatch (CAD) and Records Management Systems (RMS).

Computer-Aided Dispatch (CAD) and Records Management Systems (RMS) help police and fire services agencies improve dispatch efficiency, provide quick response, and deliver accurate information to personnel in the field. From the initial emergency call, CAD systems record all relevant details of a call-for-service and assist in assigning emergency units. In addition, CAD provides access to state and national systems for tracking criminal warrants and criminal histories. Using RMS system, police officers manage and store the reports and other paperwork associated with criminal offenses and other police events.

Cost: \$207,851.79

Source of Funds: General Fund

RESOLUTION NO. R-2019-0224

WHEREAS, the City of Round Rock (“City”) has a need for technical services regarding annual software maintenance of ONESolution brand software applications; and

WHEREAS, Superion, LLC has submitted an agreement to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Superion, 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 Software Maintenance Agreement with Superion, LLC, 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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC
a Delaware Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Round Rock
221 Main St.
Round Rock, TX 78665

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Round Rock

BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE SIGNED: _____

Superion, LLC

DocuSigned by:

1D0EA8C8820C488...
BY: _____
PRINT NAME: Megan Knight-Facey
PRINT TITLE: Corporate Counsel - Commercial Contracts
DATE SIGNED: 12/17/2018

THIS AGREEMENT is entered into between Superior and Customer on the Execution Date, and Superior's obligations hereunder will commence on Execution Date.

Superior and Customer have entered into a Software License and Services Agreement dated August 16, 2001 (the "License Agreement") for the Software. Customer desires that Superior provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superior's warranty services and Superior's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the time of disclosure to the Recipient. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on

disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement,

the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be

provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies Superior in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY**

AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided

with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superior's assignment of this Agreement or of any Superior rights under this Agreement to Superior's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superior's assignment of this Agreement to any person or entity to which Superior transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Ohio, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective

unless it is in writing, is signed by each party, Agreement.
and expressly provides that it amends this



Invoice

| | | |
|--------------------------------|--------------------------|------------------------|
| Invoice No 214496-JM | Date 8/29/2018 | Page 1 of 14 |
|--------------------------------|--------------------------|------------------------|

Superion, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746
 www.centalsquare.com
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

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| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|--------------------|---------------|----------|--------|-----------|
| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| Description | Units | Rate | Extended |
|--|-------|----------|------------|
| Contract No. 90847 | | | |
| 1 ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$0.00 | \$0.00 |
| Contract No. 20040802 | | | |
| 2 ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Message Switch Expansion for existing switch Maintenance: Start:10/1/2018, End: 9/30/2019 | 14 | \$129.13 | \$1,807.81 |
| 3 ONESolution Mobile Server Software - Annual Maintenance Fee OSSI - Mobile Client Software Maintenance: Start:10/1/2018, End: 9/30/2019 | 14 | \$280.60 | \$3,928.43 |
| 4 ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 14 | \$31.28 | \$437.91 |
| Contract No. DW03-242 | | | |
| 5 ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$313.40 | \$313.40 |
| Contract No. 20040987 | | | |
| 6 ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI Mobile Citation Module Maintenance: Start:10/1/2018, End: 4/30/2019 | 8 | \$59.69 | \$477.52 |
| Contract No. 20050070 | | | |
| 7 ONESolution Professional Standards - Annual Maintenance Fee OSSI Professional Standards (Internal Affairs) Module Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$409.85 | \$409.85 |
| 8 ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$716.02 | \$716.02 |



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Invoice No
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8/29/2018

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| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|----|---|-------|----------|------------|
| 9 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 20 | \$183.13 | \$3,662.61 |
| 10 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 20 | \$40.98 | \$819.63 |
| 11 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 20 | \$61.35 | \$1,227.03 |
| 12 | ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 20 | \$203.60 | \$4,071.90 |
| 13 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 20 | \$30.68 | \$613.62 |

Contract No. 5168-Main

| | | | | |
|----|---|---|-------------|-------------|
| 14 | ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$16,010.39 | \$16,010.39 |
| 15 | ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$898.04 | \$898.04 |
| 16 | ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,266.90 | \$1,266.90 |
| 17 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,266.90 | \$1,266.90 |



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| | Description | Units | Rate | Extended |
|----|--|-------|-------------|-------------|
| 18 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$460.16 | \$1,840.65 |
| 19 | ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee OSSI Rip and Run Printing/Faxing Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,266.90 | \$1,266.90 |
| 20 | ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,266.90 | \$1,266.90 |
| 21 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 5 | \$345.16 | \$1,725.78 |
| 22 | ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$12,634.01 | \$12,634.01 |
| 23 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 35 | \$40.93 | \$1,432.52 |
| 24 | ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$920.94 | \$920.94 |
| 25 | RMS Miscellaneous Products - Annual Maintenance Fee OSSI Intellimatch Analysis Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$716.02 | \$716.02 |
| 26 | ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,329.57 | \$1,329.57 |



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| | Description | Units | Rate | Extended |
|----|--|-------|------------|-------------|
| 27 | ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$716.02 | \$716.02 |
| 28 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$325.91 | \$651.82 |
| 29 | ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Additional Message Switch Consoles License Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 5 | \$68.94 | \$344.72 |
| 30 | ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Integrated CAD Messaging Software Switch Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$4,603.50 | \$4,603.50 |
| 31 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$8,057.04 | \$8,057.04 |
| 32 | ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:10/1/2018, End: 9/30/2019 | 7 | \$460.30 | \$3,222.09 |
| 33 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 75 | \$34.52 | \$2,589.30 |
| 34 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 75 | \$183.12 | \$13,734.00 |



Invoice

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|--------------------------------|--------------------------|------------------------|
| Invoice No 214496-JM | Date 8/29/2018 | Page 5 of 14 |
|--------------------------------|--------------------------|------------------------|

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|-------------|--------------------|---------------|----------|--------|-----------|
| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|----|---|-------|------------|-------------|
| 35 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 75 | \$40.91 | \$3,068.10 |
| 36 | ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$7,161.40 | \$7,161.40 |
| 37 | ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 60 | \$203.57 | \$12,214.44 |
| 38 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 75 | \$61.38 | \$4,603.73 |
| 39 | ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$5,626.91 | \$5,626.91 |

Contract No. DW03-163

| | | | | |
|----|---|---|----------|----------|
| 40 | ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional RMS Option Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$357.91 | \$357.91 |
|----|---|---|----------|----------|

Contract No. 20051029

| | | | | |
|----|---|---|----------|----------|
| 41 | ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$898.04 | \$898.04 |
|----|---|---|----------|----------|

Contract No. 20051032

| | | | | |
|----|---|---|----------|----------|
| 42 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 3 | \$203.72 | \$611.16 |
|----|---|---|----------|----------|



Invoice

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214496

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8/29/2018

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
City of Round Rock
Attn Accounts Payable
221 East Main Street
ROUND ROCK TX 78665
United States

Ship To
City of Round Rock
Attn Accounts Payable
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| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|--------------------|---------------|----------|--------|-----------|
| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|-----------------------|--|-------|----------|------------|
| 43 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 3 | \$40.98 | \$122.94 |
| 44 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 3 | \$30.56 | \$91.67 |
| Contract No. 20051066 | | | | |
| 45 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$344.74 | \$344.74 |
| Contract No. 20060945 | | | | |
| 46 | ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:10/1/2018, End: 9/30/2019 | 22 | \$99.34 | \$2,185.49 |
| Contract No. 20061170 | | | | |
| 47 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 12 | \$197.68 | \$2,372.20 |
| 48 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 12 | \$39.77 | \$477.29 |
| 49 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 12 | \$59.57 | \$714.80 |
| 50 | ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 12 | \$197.68 | \$2,372.20 |



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214496-JM

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| | Description | Units | Rate | Extended |
|-------------------------|---|-------|------------|------------|
| 51 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 12 | \$29.84 | \$358.09 |
| 52 | ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI Mobile Citation Module Maintenance: Start:10/1/2018, End: 4/30/2019 | 12 | \$57.95 | \$695.40 |
| Contract No. 70052 | | | | |
| 53 | ONESolution Notification - Annual Maintenance Fee OSSI Notification Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,870.81 | \$1,870.81 |
| Contract No. 70051 | | | | |
| 54 | ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,886.49 | \$1,886.49 |
| 55 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI - Additional RMS Workstation Map License Maintenance: Start:10/1/2018, End: 9/30/2019 | 5 | \$297.97 | \$1,489.85 |
| 56 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 5 | \$39.77 | \$198.87 |
| Contract No. 70556 | | | | |
| 57 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$28.93 | \$57.86 |
| Contract No. 20040987-1 | | | | |



Invoice

| Invoice No | Date | Page |
|------------|-----------|---------|
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| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|--------------------|--|-------|------------|------------|
| 58 | ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI Interface from Incode Courts to Pistol Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$2,893.00 | \$2,893.00 |
| Contract No. 80270 | | | | |
| 59 | ONESolution Gang - Annual Maintenance Fee Gang Profile Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,446.51 | \$1,446.51 |
| Contract No. 80653 | | | | |
| 60 | ONESolution CAD to MOSCAD Interface - Annual Maintenance Fee OSSI - MOSCAD to CAD Interface Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,627.32 | \$1,627.32 |
| Contract No. 80699 | | | | |
| 61 | ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$846.20 | \$3,384.82 |
| 62 | ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI Client License for Message Switch Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$65.09 | \$260.36 |
| 63 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$433.96 | \$1,735.86 |
| 64 | ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$433.96 | \$1,735.86 |

Contract No. 80695



Invoice

Invoice No
214496-JM

Date
8/29/2018

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ROUND ROCK TX 78665
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|-------------|--------------------|---------------|----------|--------|-----------|
| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|--------------------|--|-------|----------|------------|
| 65 | ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019 | 25 | \$289.29 | \$7,232.14 |
| 66 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 25 | \$38.58 | \$964.43 |
| Contract No. 80696 | | | | |
| 67 | ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$289.28 | \$1,735.71 |
| 68 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$38.58 | \$231.46 |
| 69 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$191.90 | \$1,151.39 |
| 70 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$38.58 | \$231.46 |
| 71 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$28.93 | \$173.57 |
| 72 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$191.90 | \$1,151.39 |
| 73 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 6 | \$57.86 | \$347.19 |



Invoice

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| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| Description | Units | Rate | Extended |
|--|-------|---------|----------|
| 74 ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:10/1/2018, End: 4/30/2019 | 6 | \$56.26 | \$337.56 |

Contract No. 80697

| | | | | |
|----|---|----|----------|------------|
| 75 | ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019 | 9 | \$289.29 | \$2,603.57 |
| 76 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 9 | \$38.58 | \$347.19 |
| 77 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 13 | \$325.47 | \$4,231.09 |

Contract No. 90796

| | | | | |
|----|--|----|----------|------------|
| 78 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 13 | \$191.90 | \$2,494.67 |
| 79 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 13 | \$38.58 | \$501.50 |
| 80 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 13 | \$28.93 | \$376.06 |
| 81 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 13 | \$191.90 | \$2,494.67 |

Contract No. 90858



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| Invoice No | Date | Page |
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| | Description | Units | Rate | Extended |
|---------------------|---|-------|----------|------------|
| 82 | ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019 | 15 | \$289.29 | \$4,339.28 |
| 83 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019 | 15 | \$38.58 | \$578.66 |
| Contract No. 91283 | | | | |
| 84 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$191.90 | \$383.80 |
| 85 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$38.58 | \$77.15 |
| Contract No. 100146 | | | | |
| 86 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$191.90 | \$767.59 |
| 87 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$38.58 | \$154.31 |
| 88 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$28.93 | \$115.71 |
| 89 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$191.90 | \$767.59 |

Contract No. 100182



Invoice

Invoice No
214496-JM

Date
8/29/2018

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12 of 14

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| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | Description | Units | Rate | Extended |
|---------------------|--|-------|----------|----------|
| 90 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$191.90 | \$191.90 |
| 91 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$38.58 | \$38.58 |
| 92 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$28.93 | \$28.93 |
| Contract No. 100424 | | | | |
| 93 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$191.90 | \$383.80 |
| 94 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$38.58 | \$77.15 |
| 95 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$28.93 | \$57.86 |
| 96 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$191.90 | \$383.80 |
| Contract No. 100944 | | | | |
| 97 | ONESolution TDEX Interface - Annual Subscription Fee OSSI - Interface to TDEX Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$289.29 | \$289.29 |

Contract No. 101194



Invoice

Invoice No
214496-JM

Date
8/29/2018

Page
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| <i>Customer No</i> | <i>Customer Name</i> | <i>Customer PO #</i> | <i>Currency</i> | <i>Terms</i> | <i>Due Date</i> |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 5168LG | City of Round Rock | | USD | Net 30 | 9/28/2018 |

| | <i>Description</i> | <i>Units</i> | <i>Rate</i> | <i>Extended</i> |
|---------------------|--|--------------|-------------|-----------------|
| 98 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$325.47 | \$650.94 |
| Contract No. 110363 | | | | |
| 99 | ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$2,410.85 | \$2,410.85 |
| Contract No. 111200 | | | | |
| 100 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 2 | \$325.47 | \$650.94 |
| Contract No. 120623 | | | | |
| 101 | ONESolution Pagegate Interface - Annual Maintenance Fee OSSI CAD Interface to Pagegate Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$189.07 | \$189.07 |
| 102 | ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$987.98 | \$987.98 |
| Contract No. 121355 | | | | |
| 103 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019 | 4 | \$189.07 | \$756.29 |
| Contract No. 130895 | | | | |
| 104 | ONESolution Freedom Base - Annual Maintenance Fee MCT Freedom - Up to 50 Workstations Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$2,581.57 | \$2,581.57 |
| Contract No. 141596 | | | | |



Invoice

| Invoice No | Date | Page |
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| 214496-JM | 8/29/2018 | 14 of 14 |

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|---------------------|---|-------|------------|------------|
| 105 | ONESolution Freedom Premium - Annual Maintenance Fee MCT FREEDOM PREMIUM Maintenance: Start:10/1/2018, End: 9/30/2019 | 10 | \$71.30 | \$712.95 |
| Contract No. 150007 | | | | |
| 106 | ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,336.73 | \$1,336.73 |
| Contract No. 150069 | | | | |
| 107 | ONESolution Freedom Premium - Annual Maintenance Fee ONESolution Freedom Premium Maintenance: Start:10/1/2018, End: 9/30/2019 | 10 | \$71.31 | \$713.06 |
| Contract No. 150139 | | | | |
| 108 | ONESolution Sex Offender - Annual Maintenance Fee OSSI Sex Offender Module Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$1,354.54 | \$1,354.54 |
| Contract No. 150980 | | | | |
| 109 | ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:10/1/2018, End: 9/30/2019 | 1 | \$2,422.56 | \$2,422.56 |

Please make remittance payable to Superion, LLC

ACH / EFT:

Routing Number 0710-000-39
 Account Number 81880-15335
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:

12709 Collection Center Drive
 Chicago, IL 60693

| | |
|-------------------------|--------------|
| Subtotal | \$207,851.79 |
| Tax | \$0.00 |
| Invoice Total | \$207,851.79 |
| Payments Applied | \$0.00 |
| Balance Due | \$207,851.79 |

In reference to originally billed Invoice Document No 214496

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Superion, LLC
Lake Mary, FL United States

Certificate Number:
2019-484903

Date Filed:
05/01/2019

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

City of Round Rock

Date Acknowledged:

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

TBD
Software Maintenance

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---------------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | SuperMoose NewCo, Inc. | Lake Mary, FL United States | X | |
| | SuperMoose Holdco, LLC | Lake Mary, FL United States | X | |
| | VEPF SuperMoose Holdings, LLC | San Francisco, CA United States | X | |
| | Vista Equity Partners Fund VI-A, L.P. | San Francisco, CA United States | X | |
| | Vista Equity Partners Fund VI, L.P. | San Francisco, CA United States | X | |
| | Bain Capital Fund XII, L.P. | Boston, MA United States | X | |
| | Surminsky, Brad | Lake Mary, FL United States | X | |
| | Angove, Simon | Lake Mary, FL United States | X | |
| | Ramundsen Holdings, LLC | Lake Mary, FL United States | X | |
| | Ramundsen Intermediate Holdings, LLC | Lake Mary, FL United States | X | |
| | Ramundsen Superior Holdings, LLC | Lake Mary, FL United States | X | |
| | Ramundsen Topco, LLC | Lake Mary, FL United States | X | |
| | VEPF VI AIV I, Corp. | San Francisco, CA United States | X | |
| | CentralSquare Technologies, LLC | Lake Mary, FL United States | X | |
| | | | | |
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| | | | | |
| | | | | |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-484903

Date Filed:
05/01/2019

Date Acknowledged:

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

Superion, LLC
Lake Mary, FL 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.

TBD
Software Maintenance

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is 1000 Business Center Dr (street), Lake Mary (city), FL (state), 32746 (zip code), USA (country).

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

Executed in Seminole County, State of FL, on the 1st day of May, 20 19.
(month) (year)

BS
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the City manager to issue a Purchase Order to Safeware, Inc. for the purchase of ballistic helmets and helmet bags.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Allen Banks, Police Chief

Cost: \$85,544.44

Indexes: General Fund

Attachments: Resolution, Safeware Quote, Form 1295

Department: Police Department

Text of Legislative File 2019-0223

This purchase would provide current police officers with up-to-date ballistic head protection. This program would also provide officers with non-ballistic face and eye protection in the form of a face shield that fits onto the ballistic helmet system.

Officers are tasked with responding to a variety of calls for service. These calls for service can involve a variety of threats that include dealing with large crowds and threats from all types of firearms. Currently, most officers are issued ballistic helmets obtained years ago from a military surplus program. This program would replace those helmets and issue one to each officer.

This is a planned expenditure from the Department's Personal Protective Equipment (PPE) Replacement budget schedule for Fiscal 2019.

Cost: \$85,544.44

Source of Funds: General Fund

RESOLUTION NO. R-2019-0223

WHEREAS, the City of Round Rock (“City”) desires to purchase ballistic helmets and helmet bags; and

WHEREAS, City is a participating public agency in U.S. Communities Government Purchasing Alliance, a cooperative purchasing program; and

WHEREAS, the City desires to issue a purchase order to purchase certain goods from Safeware, Inc. through U.S. Communities Cooperative, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Safeware, Inc. through U.S. Communities Cooperative for the purchase of ballistic helmets and helmet bags.

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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



QUOTATION

10750 Irma Drive
Unit 13
Northglenn, CO 80233
303-322-3577
www.safewareinc.com

| Order Number | |
|--------------------|--------|
| 1510010 | |
| Order Date | Page |
| 2/22/2019 00:00:00 | 1 of 2 |

Quote Expires On 5/31/2019

Bill To: **Customer ID:** 47738

City of Round Rock
Accounts Payable
221 E Main Street
Round Rock, TX 78664
USA
512-218-5524

Ship To:

City of Round Rock
Police Administration
2701 N Mays Street
Round Rock, TX 78665
USA

Requested By: Ms. Damaris Morales

| <i>PO Number</i> | | <i>Taker</i> | <i>Email</i> |
|----------------------|--|---------------|--------------------------|
| MICH/MIL Helmet | | Diana Mularky | dmularky@safewareinc.com |
| <i>Freight Terms</i> | | <i>Phone</i> | <i>Fax</i> |
| Freight Paid | | 303-322-3577 | 303-322-1992 |

| <i>Quantities</i> | | | | | <i>Item ID</i> <i>Item Description</i> | <i>Pricing</i> <i>UOM</i> | <i>Unit Price</i> | <i>Extended Price</i> |
|-------------------|------------------|------------------|--------------------------------|--------------|---|------------------------------|-------------------|-----------------------|
| <i>Ordered</i> | <i>Allocated</i> | <i>Remaining</i> | <i>UOM</i> <i>Unit Size</i> | <i>Disp.</i> | | <i>Unit Size</i> | | |
| 105.00 | 0.00 | 105.00 | EA | | USI ACH-MICH-MIL-III A-MDBLK-DK6S | EA | 415.58 | 43,635.90 |
| | | | | | <i>List Price:</i> 755.01 <i>USC Discount:</i> 41% <i>Your Discount:</i> 44.96% | | | |
| | | | | | 1.0 ACH-MICH-MIL Level III A Helmet | 1.0 | | |
| | | | | | With US Mil Spec 7 pad system, DK6 H.150s 6" | | | |
| | | | | | Faceshield NIJ 0104.02 rated, Medium, Black | | | |
| 10.00 | 0.00 | 10.00 | EA | | USI ACH-MICH-MIL-III A-SMBLK-DK6S | EA | 415.58 | 4,155.80 |
| | | | | | <i>List Price:</i> 755.01 <i>USC Discount:</i> 41% <i>Your Discount:</i> 44.96% | | | |
| | | | | | 1.0 ACH-MICH-MIL Level III A Helmet | 1.0 | | |
| | | | | | With US Mil Spec 7 pad system, DK6 H.150s 6" | | | |
| | | | | | Faceshield NIJ 0104.02 rated, Small, Black | | | |
| 45.00 | 0.00 | 45.00 | EA | | USI ACH-MICH-MIL-III A-LGBLK-DK6S | EA | 415.58 | 18,701.10 |
| | | | | | <i>List Price:</i> 755.01 <i>USC Discount:</i> 41% <i>Your Discount:</i> 44.96% | | | |
| | | | | | 1.0 ACH-MICH-MIL Level III A Helmet | 1.0 | | |
| | | | | | With US Mil Spec 7 pad system, DK6 H.150s 6" | | | |
| | | | | | Faceshield NIJ 0104.02 rated, Large, Black | | | |
| 26.00 | 0.00 | 26.00 | EA | | USI ACH-MICH-MIL-III A-XLBLK-DK6S | EA | 415.58 | 10,805.08 |
| | | | | | <i>List Price:</i> 810.04 <i>USC Discount:</i> 41% <i>Your Discount:</i> 48.70% | | | |
| | | | | | 1.0 ACH-MICH-MIL Level III A Helmet | 1.0 | | |
| | | | | | With US Mil Spec 7 pad system, DK6 H.150s 6" | | | |
| | | | | | Faceshield NIJ 0104.02 rated,X-Large, Black | | | |
| 186.00 | 0.00 | 186.00 | EA | | USI H-BAG | EA | 38.96 | 7,246.56 |
| | | | | | <i>List Price:</i> 66.04 <i>USC Discount:</i> 41% <i>Your Discount:</i> 41.01% | | | |
| | | | | | 1.0 Helmet Bag | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | USC | EA | 0.00 | 0.00 |
| | | | | | 1.0 U.S. Communities Contract #4400008468 | 1.0 | | |



QUOTATION

10750 Irma Drive
Unit 13
Northglenn, CO 80233
303-322-3577
www.safewareinc.com

| | |
|--------------------|--------|
| Order Number | |
| 1510010 | |
| Order Date | Page |
| 2/22/2019 00:00:00 | 2 of 2 |

Quote Expires On 5/31/2019

| Quantities | | | | | Item ID | Pricing | Unit Price | Extended Price |
|------------|-----------|-----------|------------------|-------|------------------|------------------|------------|----------------|
| Ordered | Allocated | Remaining | UOM Unit Size | Disp. | Item Description | UOM Unit Size | | |

Public Safety and Emergency Preparedness
Standard freight within continental US is paid, all
HAZMAT or expedited freight will be billed.
*Agency must be registered with U.S.
Communities at www.uscommunities.org

Total Lines: 6

SUB-TOTAL: 84,544.44

TAX: 0.00

AMOUNT DUE: 84,544.44

Actual freight added per freight terms

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.

Safeware Inc
Lanham, MD United States

Certificate Number:
2019-486340

Date Filed:
05/04/2019

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

Purchase of Ballistic Helmets and Helmets Bags

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jeannette A Roscoe, and my date of birth is 6/29/1959.

My address is 4403 Forbes Blvd (street), Lanham (city), MD (state), 20706 (zip code), USA (country).

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

Executed in Prince George County, State of Maryland, on the 6th day of May, 20 19.
(month) (year)

Jeannette A Roscoe Asst. Secretary
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Avenu Insights and Analytics for Hotel Occupancy Tax analysis and audit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Susan Morgan, CFO

Cost: \$85,950.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295, RFP 19-007 Evaluation Matrix

Department: Finance Department

Text of Legislative File 2019-0225

The City of Round Rock levies a Hotel Occupancy Tax (HOT) of seven percent (7%) and a venue tax of two percent (2%) on qualified room stays costing more than two dollars per night in hotels, motels, bed and breakfasts, and miscellaneous short-term rental facilities. As of September 30, 2018 the City had a total of 31 establishments with four (4) more coming online this year. Those establishments collect taxes and remit them directly to the Finance Department, who administers the tax. Total tax revenues for FY2018 totalled \$5.7 million. The objective of the audit is to determine whether hotels are remitting revenue to the Finance Department in accordance with City and State laws and to provide the lodging providers information on applicable State and City laws and City requirements for documentation and remittance of taxes.

In January, the City solicited a consulting services agreement for a qualified firm with HOT audit experience. City staff evaluated three proposals based on the criteria of technical solution and program, prior experience and qualifications and cost. It was determined during this evaluation that Avenu Insights and Analytics was the best value for the City in all three criteria. This agreement is for five (5) years with a not to exceed amount of \$85,950.

Avenu will work as an extension of City staff to review the City's ordinance requiring the collection and payment of HOT and audit the lodging providers. The audits will include providing any best business practice recommendations for resolving any audit discrepancies, identifying all establishments within the corporate city limits, reviewing establishments' internal controls, educating any non-complying establishments about City and State laws, testing amounts calculated and paid over the prior three (3) years, and issuing reports to the City on a

monthly basis. The goal is to audit each hotel at least once in the five (5) year duration of the agreement.

Cost: \$85,950.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0225

WHEREAS, the City of Round Rock has duly sought proposals for professional consulting services related to Hotel Occupancy Tax analysis and audit services; and

WHEREAS, Avenu Insights and Analytics has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Avenu Insights and Analytics, 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 Professional Consulting Services Agreement for Hotel Occupancy Tax Analysis and Audit Services with Avenu Insights and Analytics, a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 13th day of June, 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 HOTEL OCCUPANCY TAX ANALYSIS AND AUDIT SERVICES WITH
AVENU INSIGHTS AND ANALYTICS**

| | | |
|-------------------------------|----------|-----------------------------------|
| THE STATE OF TEXAS | § | |
| | § | |
| THE CITY OF ROUND ROCK | § | KNOW ALL BY THESE PRESENTS |
| | § | |
| COUNTY OF WILLIAMSON | § | |
| COUNTY OF TRAVIS | § | |

THIS AGREEMENT for professional consulting services related to Hotel Occupancy Tax analysis and audit 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, (the "City") and AVENU INSIGHTS AND ANALYTICS, located at 12301 Kurland Drive, Suite 150, Houston, Texas 77034 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for Hotel Occupancy Tax analysis and audit services; and

WHEREAS, City desires to contract for such professional services; and

WHEREAS, the City issued its "Request for Proposals" (Solicitation No. 19-007) for the provision of said services and the City has selected the Proposal submitted by the Consultant; 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

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

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

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

2.01 PROPOSAL FOR SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A" ("Scope of Services"), which document is incorporated herein for all purposes.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Such services shall be performed in the time frame approved by the City. Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A," and Consultant shall not undertake work that is beyond the Scope of Work 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 and must be embodied in a valid Supplemental Agreement as described in 9.01.

5.01 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "A" for the deliverables as delineated in Exhibit "A."

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services hereunder shall not exceed **Eighty-Five Thousand Nine Hundred Fifty and No/100 Dollars (\$85,950.00)**. This not-to-exceed amount includes the following costs:

- (1) **Sixty-Eight Thousand Two Hundred and No/100 Dollars (\$68,200.00)** for audit and administration services for thirty-one (31) properties;
- (2) **Ten Thousand and No/100 Dollars (\$10,000.00)** as a contingency fee for additional audits or consulting services to be provided at the sole request of the City; and
- (3) **Seven Thousand Seven Hundred Fifty and No/100 Dollars (\$7,750.00)** for reimbursable travel expenses, not-to-exceed **Two Hundred Fifty and No/100**

Dollars (\$250.00) per audit.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed 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.

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.

Payment of Invoices: 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 8.01 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. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 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.

8.01 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.

9.01 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.

10.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' 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.

11.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

12.01 CITY'S RESPONSIBILITIES

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

13.01 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.

14.01 CONFIDENTIALITY; 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.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

15.01 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

16.01 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

17.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not

limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

18.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party 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.

19.01 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

20.01 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, if 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.

C. 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.

21.01 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase

or sale of any product, materials or equipment that will be recommended or required hereunder.

22.01 DESIGNATION OF REPRESENTATIVES

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

Susan Morgan, CPA
Chief Financial Officer
City of Round Rock
221 East Main Street
Round Rock, TX 78664
(512) 218-5445
smorgan@roundrocktexas.gov

23.01 NOTICES

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

- (1) When delivered personally to 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 the Agreement.

Notice to Consultant:

Avenu Insights and Analytics
12301 Kurland Drive, Suite 150
Houston, Texas 77034

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.

24.01 INSURANCE

Consultant shall meet all of City's insurance requirements set forth on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.01 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

27.01 DISPUTE RESOLUTION

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.

28.01 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.

29.01 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.

30.01 GRATUITIES AND BRIBES

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

31.01 RIGHT TO ASSURANCE

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

32.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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.

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

Waiver. 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.


Multiple Counterparts. 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: _____

Avenu Insights and Analytics

By:  _____
Printed Name: PATRICK SCOTTI
Title: SVP
Date Signed: 5/6/2019

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

City of Round Rock

Proposal for Hotel Occupancy Tax Analysis and Audit Services

REVISED COST PROPOSAL – MAY 4, 2019

Solicitation Number 19-007



Avenu Insights and Analytics
12301 Kurland Drive, Suite 150
Houston, Texas 77034

Exhibit "A"
Scope of Services

TAB 9 – Cost Proposal

Analysis, Audit and Compliance

The Analysis, Audit and Compliance services will be provided upon request from the City. The properties to audit may be selected by the City, or by Avenu's Audit Manager with approval by the City. There is no requirement to audit in any given year.

The Audit and Compliance Services will be provided for a Fixed Fee of:

Flat fee: \$2,000 per each lodging property audited. A minimum of 2 audits must be performed in any one audit period.

I. Manpower

Hourly rates only apply to additional consulting above and beyond the audit fee.

a. Principle: \$200 per hour

Client Services Director: \$150 per hour

Information Technology (IT) support: \$150 per hour

Director: \$150 per hour

Manager: \$125 per hour

Senior Analyst: \$100 per hour

Analyst: \$75 per hour

Administrative support: \$50 per hour

b. Estimated hours for each category of personnel –

No additional hours are anticipated, unless the City has specific requests above and beyond our standard services and customer care.

c. Rate applied for each category of personnel

Our standard rates for each category of personnel are listed above, should the City have additional specific requests beyond the scope of this proposal.

II. Itemized Cost of Supplies and Materials – Included in the flat fee

III. Other itemized costs – Included in the flat fee

IV. Travel Expenses

City to reimburse Avenu for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem will be according to IRS regulations). Such reimbursement will be billed incrementally. We make every effort to keep the travel costs as reasonable as possible.

NTE \$250 per audit

V. Printing

Costs are included in the flat fee with no additional cost incurred

VI. Total (not to exceed) Cost

| | |
|-----------------|---|
| \$68,200 | 31 Properties for \$2200 per property for audit and administration. We can conduct a minimum of 2 audits or all 31 properties |
| \$7,750 | Max Travel Expenses (NTE \$250 per audit) |
| <u>\$10,000</u> | Contingency for additional audits or consulting services requested by the City |
| \$85,950 | NTE Cost for Audits |

Short-term Rental (STR) Discovery

Should the City decide to also contract for STR services, it will be provided for a contingency fee of forty percent (40%) of the additional revenue received by the City for the services provided. The 40% will apply to the current tax year, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the City. The term "current tax year" will mean the most recent tax year for which local taxes are due and payable to the City, and in which Avenu has identified deficiencies.

Fees: 40% of collected

Hourly rates only apply to additional consulting services above and beyond the quoted fee and are included herein for reference only. STR services are priced on a contingency basis, which cost the City nothing unless additional revenues are discovered.

- I. Hourly rates only apply to additional consulting above and beyond the quoted fee.
 - a. Principle: \$200 per hour
 Client Services Director: \$150 per hour
 Information Technology (IT) support: \$150 per hour
 Director: \$150 per hour
 Manager: \$125 per hour
 Senior Analyst: \$100 per hour
 Analyst: \$75 per hour
 Administrative support: \$50 per hour
 - b. Estimated hours for each category of personnel –
 No additional hours are anticipated, unless the City has specific requests above and beyond our standard services and customer care.
 - c. Rate applied for each category of personnel
 Our standard rates for each category of personnel are listed above, should the City have additional specific requests beyond the scope of this proposal.
- II. Itemized Cost of Supplies and Materials – Included in the fee
- III. Other itemized costs – Included in the contingency fee

- IV. Travel Expenses
Discovery services can be performed without incurring travel costs
- V. Printing
Costs are included in the contingency fee with no additional cost incurred
- VI. Total (not to exceed) Cost

40% of what is collected.

Our proprietary statistical analysis performed for cities your size indicates our average fee of \$342 for property identified and brought into compliance.

The estimated number of unregistered properties is currently unknown. The inherent nature of discovery related services means we start with a blank slate and bring our analytical tools to bear upon the businesses and properties located in proximity to the City to determine if unreported revenues do in fact exist.

Tax Administration Cost Proposal (Optional)

The Administration Services shall be provided for a one-time set up fee of \$2,500 which includes Online File and Pay, plus an Annual Fixed Fee of \$250 per lodging property.

Discount

If the City permits on-site examination of the records of ten percent (10%) but no less than 2 of the City's lodging properties per year to insure compliance in collecting and returning the local hotel occupancy tax, Avenu will discount the Administration services to an annual fixed fee of \$200 per each lodging property.

- I. Hourly rates only apply to additional consulting above and beyond the quoted fee.
 - a. Principle: \$200 per hour
Client Services Director: \$150 per hour
Information Technology (IT) support: \$150 per hour
Director: \$150 per hour
Manager: \$125 per hour
Senior Analyst: \$100 per hour
Analyst: \$75 per hour
Administrative support: \$50 per hour
 - b. Estimated hours for each category of personnel
No additional hours are anticipated, unless the City has specific requests above and beyond our standard services and customer care.
 - c. Rate applied for each category of personnel
- II. Our standard rates for each category of personnel are listed above, should the City have additional specific requests beyond the scope of this proposal.
- III. Itemized Cost of Supplies and Materials – Included in the flat fee

IV. Other itemized costs – Included in the flat fee

V. Travel Expenses

Administration services can be performed without incurring travel costs

VI. Printing

Costs are included in the flat fee with no additional fees incurred

VII. Total (not to exceed) Cost

\$2500 One-time setup fee

\$ 7750 (\$250 per property per year)

\$10250 (first year with setup fee for 31 properties)

\$ 7750 (subsequent years with 31 properties)

Total with Discount

\$2500 One-time setup fee

\$6200 (\$200 per property per year if conduct audits for 10% of properties or frontload audits)

\$8700 (first year with setup fee for 31 properties)

\$6200 (subsequent years with 31 properties)

Additional Consulting

The City may request that Avenu provide additional consulting services at any time during the term of the Agreement. If Avenu and City agree on the scope of the additional consulting services requested, then Avenu will provide the additional consulting on a time and materials basis. Depending on the personnel assigned to perform the work, Avenu's standard hourly rates range from \$75 per hour to \$325 per hour.

These additional consulting services will be invoiced at least quarterly based on actual time and expenses incurred.

Hours of consulting expressly included in Avenu's compliance service are not "additional consulting services" for purposes of this section.

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.

Avenu Insights & Analytics, LLC
Centreville, VA United States

Certificate Number:
2019-491747

Date Filed:
05/16/2019

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, 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.

19-007
Hotel Occupancy Tax Analysis & Audit Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



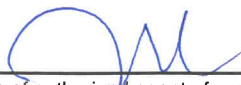
6 UNSWORN DECLARATION

My name is Mike Melka, and my date of birth is 9/4/78.

My address is 5860 Trinity Parkway, Suite 120, Centreville, VA, 20120, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of Virginia, on the 16 day of May, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

| | |
|---------------------------------|---|
| Solicitation # | RFP 19-007 |
| Solicitation Description | Hotel Occupancy Tax Analysis & Audit Services |

| Evaluator Matrix | | | | | | | | | | | |
|------------------|-------------------------------------|-----|-------|--|-------|----|-----|----|----|--|----|
| C | D | PTS | R | | | | | | | | |
| | | | A I A | | HDL C | | G F | | | | |
| 1 | Technical Solution and Program | 50 | 45 | | 45 | 14 | | 14 | 10 | | 10 |
| 2 | Prior Experience and Qualifications | 30 | 28 | | 28 | 20 | | 20 | 5 | | 5 |
| 3 | Cost | 20 | 20 | | 20 | 9 | | 9 | 7 | | |
| | T S | 100 | | | 93 | | | 43 | | | 22 |



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Easement Purchase Contract with LCRA Transmission Services Corporation and related documents.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Legal Department

Text of Legislative File 2019-0243

This easement is required by LCRA for the construction of its electrical transmission line along FM 1431. As you will recall, FM 1431 was the City's preferred route, and it was subsequently approved by the Public Utilities Commission. This easement is along the edge of the City's Mayfield Park, immediately adjacent to FM 1431. The appraised value of the easement is \$1,740,000. The purchase price negotiated for LCRA to pay the City is \$2,610,000.

RESOLUTION NO. R-2019-0243

WHEREAS, the LCRA Transmission Services Corporation desires to purchase an easement to construct, operate, and maintain an electric transmission line and related appurtenances under the terms of the Electric Line Easement and Right-of-Way, attached to the Easement Purchase Contract, and

WHEREAS, the City of Round Rock, the owner of the Property, has agreed to sell said Easement to the LCRA Transmission Services Corporation, 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 Easement Purchase Contract with LCRA Transmission Services Corporation, a copy of said Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

EASEMENT PURCHASE CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2019.

This Easement Purchase Contract (the "Agreement") is entered as of the ____ day of _____ 2019 ("Effective Date") by and between **City of Round Rock ("City")** and **LCRA Transmission Services Corporation**, a Texas non-profit corporation ("LCRA TSC").

WHEREAS, City and LCRA TSC desire to enter into an agreement whereby LCRA may, among other things, construct, operate, and maintain an electric transmission line and related appurtenances under the terms of the Electric Line Easement and Right-Of-Way, attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Easement Agreement").

WHEREAS, City and LCRA TSC have agreed that the consideration for the Easement Agreement is Two Million, Six Hundred Ten Thousand and No/100 Dollars (\$2,610,000.00).

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein for all purposes, and other good and valuable consideration, City and LCRA TSC agree as follows (subject to any internal approvals needed by the governing body of each entity):

1. **Acquisition of Easements and Rights.** City agrees to sell, grant and convey to LCRA TSC an easement over the property described and depicted as Exhibit "B" attached hereto and incorporated herein (the "Easement Area") by executing the Easement Agreement with the survey of the Easement Area attached thereto.

2. **Payment.** LCRA TSC agrees to deliver to City consideration in the amount of \$2,610,000.00 in exchange for the executed Easement Agreement.

This Agreement shall be governed by the laws of the State of Texas, and venue for any litigation arising to resolve dispute arising hereunder shall lie in Williamson County, Texas.

SELLER:

City of Round Rock

By: _____
Name:
Title:

BUYER:

LCRA Transmission Services Corporation

By: Mark Sumrall
Mark Sumrall
Authorized Agent



EXHIBIT " A "

Easement No. Y2-154
Line No. T-642

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: _____, 20____

GRANTOR (whether one or more): City of Round Rock

GRANTOR'S MAILING ADDRESS: 221 E. Main St.
 Round Rock, TX 78664-5299

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit
 corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
 Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the
 receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of approximately 9.17 acres in Williamson County, Texas, being more particularly described on the plat and field notes attached hereto as Exhibit A, which exhibit is incorporated herein for all purposes.

PROJECT: Electric transmission line or lines not to exceed a nominal voltage of 138 kV, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and related

appurtenances. The electric transmission line shall be built on steel and/or concrete pole structures only and will not include the use of lattice towers.

1. GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted over the EASEMENT PROPERTY shall be used for the purposes of locating, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, removing, inspecting, patrolling, repairing, protecting, upgrading, or altering the PROJECT, or any part of the PROJECT, and making connections therewith.

2. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent or remainder property of GRANTOR.

3. GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes thereof; provided, however, that the nominal voltage of the PROJECT shall not exceed 138 kV. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, object, equipment or obstruction within the EASEMENT PROPERTY that interferes with GRANTEE'S rights granted herein. GRANTEE shall follow all applicable local, state, and federal laws, ordinances, rules, and regulations in the application and use of chemicals on the EASEMENT PROPERTY.

4. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical

Safety Code and any other applicable laws or regulations. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting, maintaining or repairing the PROJECT.

5. GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the EASEMENT PROPERTY, as nearly as reasonably possible, to the condition in which the EASEMENT PROPERTY was found immediately before construction was begun; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

6. It is understood and agreed that the CONSIDERATION herein paid includes payment for all physical damages for the initial construction and ordinary operation and maintenance of the PROJECT, but does not include payment for physical damages, if any, to GRANTOR'S remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

7. GRANTOR expressly reserves the right to use the surface of the EASEMENT PROPERTY for vehicle parking, driveways, roadways, hike and bike trails, playgrounds, and other similar uses that (i) do not interfere with GRANTEE'S rights, (ii) are not greater than six feet (6') in height, and (iii) are approved in advance by GRANTEE. In addition, GRANTOR reserves the right to construct underground water, wastewater, and stormwater facilities with the EASEMENT PROPERTY that do not interfere with GRANTEE'S rights, subject to the prior approval of GRANTEE.

8. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

9. The rights granted to GRANTEE in this Electric Line Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

10. GRANTOR warrants and shall forever defend the Electric Line Easement and Right-of-Way to GRANTEE against anyone lawfully claiming or to claim the EASEMENT PROPERTY or any part thereof.

11. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

12. This instrument may be executed in duplicate originals, and each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

(Signatures on the following page)

GRANTOR:

City of Round Rock

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____, as _____ for the City of Round Rock, Grantor.

Notary Public, State of Texas

My commission expires: _____

AFTER RECORDING RETURN TO:
LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson, SCD-140



_____, 2019

**City of Round Rock
221 E. Main St.
Round Rock, Texas 78664**

Re: That certain Electric Line Easement and Right-of-Way between City of Round Rock ("GRANTOR" or "you") and LCRA Transmission Services Corporation, a Texas non-profit corporation, on _____, 2019 (the "Easement Agreement").

Dear Landowner:

The purpose of this letter is to set out the additional terms agreed to between you and LCRA Transmission Services Corporation ("GRANTEE") related to the Easement Agreement. All capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Easement Agreement. GRANTOR and GRANTEE agree as follows:

1. Notwithstanding anything in the Easement Agreement to the contrary, GRANTEE agrees that in section 3 where GRANTEE has the right to remove any structure, building, object, equipment or obstruction within the EASEMENT PROPERTY that such right will only be exercised if the structure, building, object, equipment or obstruction unreasonably interferes with GRANTEE'S rights granted in the Easement Agreement; and
2. Notwithstanding anything in the Easement Agreement to the contrary, GRANTEE agrees that in sections 4 and 7 where GRANTEE'S approval is necessary, such approval will not be unreasonably denied.
3. GRANTEE will initially construct the poles in the locations shown on Exhibit "A", attached hereto and incorporated herein.

If you agree that this letter correctly states our additional agreement, please sign in the space provided below and return one original fully-executed letter.

Regards,

Mark Sumrall
Director, Real Estate Services
Authorized Agent

AGREED TO:

City of Round Rock

By:_____

Name:_____

Title:_____

EXHIBIT "A"

80' wide from western boundary to 100' west of st. 20'
 90' from that point to 100' east of st. 21'
 Remaining eastern portion of estate is approx. 80' wide

All other 11.1 clay half acre width, up to the parcel boundary on north side

1 inch = 300 feet

0 150 300

Page 11 of 16

All official TL CL by half ease width, up to the parcel boundary on north side.

353 FH

EXHIBIT "A"

| STR. # | LATITUDE (DEG) | LONGITUDE (DEG) |
|-----------|-------------------|--------------------|
| 19 | 30.54412588 | -97.75888038 |
| 19A | 30.54459813 | -97.75704041 |
| 20 | 30.54506468 | -97.75519382 |
| 21 | 30.54590534 | -97.75213650 |
| 22 | 30.54654509 | -97.74980964 |
| 23 | 30.54718025 | -97.74749930 |
| 24 | 30.54769064 | -97.74564266 |

EXHIBIT " "

DESCRIPTION OF A 9.17 ACRE TRACT OF LAND SITUATED IN A PORTION OF THE J. H. DILLARD SURVEY, ABSTRACT NO. 179 AND THE W. ANDERSON SURVEY, ABSTRACT NO. 15, SAID 9.17 ACRE TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 245.4 ACRE TRACT OF LAND CONVEYED IN DEED FROM FERN MAYFIELD, A SINGLE PERSON; DICK R. MAYFIELD, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED; MARJORIE MAYFIELD SIMS, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED; CATHRYN MAYFIELD HARRIS, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED; AND THE DICK M. MAYFIELD TESTAMENTARY TRUST TO CITY OF ROUND ROCK, DATED SEPTEMBER 15, 2000, AS RECORDED IN DOCUMENT NO. 2000066640, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE PERIMETER OF SAID 9.17 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with cap stamped "SAM" set (Grid coordinates N= 10170844.30 US Feet, E= 3106531.36 US Feet) in the east right-of-way line of County Road 175 (right-of-way width varies), same being the west line of said remainder of a called 245.4 acre tract, from which a 1/2" iron rod with cap stamped "BAKER AICKLEN" found in the east right-of-way line of County Road 175, same being the west line of said remainder of a called 245.4 acre tract bears, S 20°44'56" E, a distance of 805.16 feet;

THENCE with the east right-of-way line of said County Road 175, same being the west line of said remainder of a called 245.4 acre tract the following two (2) courses and distances:

- 1) N 20°44'56" W, a distance of 8.29 feet to a TXDOT type II monument found for an angle point of the tract described herein, and
- 2) N 25°36'13" E, a distance of 102.27 feet to a 5/8" iron rod with cap stamped "SAM" set at the intersection of the east right-of-way line of said County Road 175 and the south right-of-way line of Farm to Market Road 1431 (200 foot wide right-of-way), for the beginning of a curve to the right, for the northwest corner of the tract described herein;

THENCE with the south right-of-way line of said Farm to Market Road 1431, same being the north line of said remainder of a called 245.4 acre tract the following five (5) courses and distance:

- 1) With the arc of said curve to the right, having a radius of 7539.44 feet, through a central angle of 0°34'08", an arc length of 74.87 feet, and a chord which bears N 71°45'16" E, a distance of 74.87 to a 5/8" iron rod with cap stamped "SAM" set for an end point of said curve to the right,
- 2) N 72°37'52" E, a distance of 1132.41 feet to a TXDOT type II monument found for the beginning of a curve to the left,
- 3) With the arc of said curve to the left, having a radius of 11559.16 feet, through a central angle of 01°38'30", an arc length of 331.20 feet, and a chord which bears N 71°51'23" E, a distance of 331.19 feet to a TXDOT type II monument found, for an end point of said curve to the left,
- 4) N 71°02'49" E, a distance of 3251.97 feet to a TXDOT type II monument found for the beginning of a curve to the left, and
- 5) With the arc of said curve to the left, having a radius of 11559.16 feet, through a central angle of 0°26'45", an arc length of 89.96 feet, and a chord which bears N 72°16'19" E, a distance of 89.96 feet to a TXDOT type II monument found in the south right-of-way line of said Farm to Market Road 1431, at the northeast corner of said remainder of a called 245.4 acre tract, same being the northwest corner of Lot 20, Block 14, Brushy Creek North Subdivision, Section Two, a subdivision of record, recorded in Cabinet C, Slides 332-337, Plat Records, Williamson County, Texas, and the most northern northeast corner of the tract described herein;

THENCE S 20°11'29" E, with the east line of said remainder of a called 245.4 acre tract, a distance of 1.80 feet to a 5/8" iron rod with cap stamped "SAM" set for the most eastern northeast corner of the tract described herein:

THENCE over and across said remainder of a called 245.4 acre tract, the following ten (10) courses and distances:

- 1) S 45°51'12" W, a distance of 179.19 feet to a 5/8" Iron rod with cap stamped "SAM" set for an angle point of the tract described herein,
- 2) S 71°02'49" W, a distance of 2053.58 feet to a 5/8" Iron rod with cap stamped "SAM" set for an interior corner of the tract described herein,
- 3) S 18°57'11" E, a distance of 10.00 feet to a 5/8" iron rod with cap stamped "SAM" set for an angle point of the tract described herein,
- 4) S 71°02'49" W, a distance of 1126.21 feet to a 5/8" Iron rod with cap stamped "SAM" set for an angle point and the beginning of a curve to the right,
- 5) With the arc of said curve to the right, having a radius of 11647.71 feet, through a central angle of 00°24'48", an arc length of 84.05 feet, and a chord which bears S 71°14'32" W, a distance of 84.05 feet to a 5/8" Iron rod with cap stamped "SAM" set for an angle point of the tract described herein,
- 6) N 18°33'04" W, a distance of 10.00 feet to a 5/8" Iron rod with cap stamped "SAM" set for an angle point and the beginning of a curve to the right,
- 7) With the arc of said curve to the right, having a radius of 11639.10 feet, through a central angle of 01°13'41", an arc length of 249.47 feet, and a chord which bears S 72°03'47" W, a distance of 249.46 feet to a 5/8" iron rod with cap stamped "SAM" set for an angle point of the tract described herein,
- 8) S 72°37'52" W, a distance of 1131.97 feet to a 5/8" iron rod with cap stamped "SAM" set for an angle point and the beginning of a curve to the left,
- 9) With the arc of said curve to the left, having a radius of 7459.44 feet, through a central angle of 00°51'24", an arc length of 111.51 feet, and a chord which bears S 71°36'27" W, a distance of 111.51 feet to a 5/8" iron rod with cap stamped "SAM" set for an angle point of the tract described herein, and
- 10) S 68°43'47" W, a distance of 33.08 feet to the **POINT OF BEGINNING**. Said tract contains 9.17 acres, more or less.

The field notes and plat attached hereto are an accurate representation of a survey made and monumented on the ground under my supervision in the month of March 2019.



Erik S. Milnes
Registered Professional Land Surveyor No. 6622
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm No. 10064300

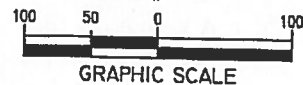
Date 3/6/19



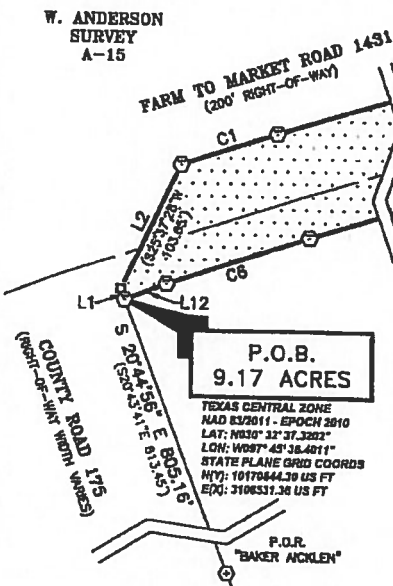
BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/NSRS 2011
Combined Scale Factor: 0.99987582 - All distances shown are surface values.
ACAD File: T642001A-006B.DWG
WORD File: T642001A-006B.DOCX

WILLIAMSON COUNTY, TEXAS
J. H. DILLARD SURVEY, A-179
W. ANDERSON SURVEY, A-15

PARCEL # Y2-154



| LINE TABLE | | | LINE TABLE | | |
|------------|-------------|----------|------------|-------------|----------|
| NUMBER | BEARING | DISTANCE | NUMBER | BEARING | DISTANCE |
| L1 | N20°44'56"W | 8.29' | L7 | S71°02'49"W | 2053.58' |
| L2 | N25°38'13"E | 102.27' | L8 | S18°57'11"E | 10.00' |
| L3 | N72°37'52"E | 1132.41' | L9 | S71°02'49"W | 1126.21' |
| L4 | N71°02'49"E | 3251.97' | L10 | N18°33'04"W | 10.00' |
| L5 | S20°11'29"E | 1.80' | L11 | S72°37'52"W | 1131.97' |
| L6 | S45°51'12"W | 179.19' | L12 | S88°43'47"W | 33.08' |



Y2-154
FERN MAYFIELD, A SINGLE PERSON;
DICK R. MAYFIELD, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED;
MARJORIE MAYFIELD SIMS, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED;
CATHRYN MAYFIELD HARRIS, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED;
AND THE DICK M. MAYFIELD TESTAMENTARY TRUST
TO
CITY OF ROUND ROCK
THE REMAINDER OF A CALLED 245.4 ACRE TRACT
DOCUMENT NO. 2000066640
SEPTEMBER 15, 2000
O.P.R.W.C.T.

LEGEND

- P.R.W.C.T. PLAT RECORDS
O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
OFFICIAL RECORDS
O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS
P.O.B. WILLIAMSON COUNTY, TEXAS
POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
() RECORD INFORMATION
⊕ 5/8" IRON ROD WITH CAP
⊕ STAMPED "SAM" SET
⊕ 1/2" IRON ROD WITH CAP
⊕ (AS NOTED) FOUND
⊕ TX DOT TYPE II MONUMENT FOUND
— PROPOSED EASEMENT CENTERLINE
— PROPOSED EASEMENT
— APPROXIMATE SURVEY LINE
— BOUNDARY LINE
— ADJOINING PROPERTY LINES
— EXISTING EASEMENT LINES
— BREAK LINES

| CURVE TABLE | | | | | |
|-------------|-------------|-----------|---------|---------|---------------|
| CURVE | DELTA ANGLE | RADIUS | LENGTH | CHORD | CHORD BEARING |
| C1 | 0°34'08" | 7539.44' | 74.87' | 74.87' | N 71°45'16" E |
| C2 | 1°38'30" | 11559.16' | 331.20' | 331.19' | N 71°51'23" E |
| C3 | 0°26'45" | 11559.16' | 89.98' | 89.98' | N 72°16'19" E |
| C4 | 0°24'48" | 11847.71' | 84.05' | 84.05' | S 71°14'32" W |
| C5 | 1°13'41" | 11639.10' | 249.47' | 249.46' | S 72°03'47" W |
| C6 | 0°51'24" | 7459.44' | 111.51' | 111.51' | S 71°36'27" W |



HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99987582
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

ACAD FILE: T642001A-006B.dwg
WORD FILE: T642001A-006B.docx
REVISION:
SCALE: 1"=100'
DATE: 03/05/2019
WO NO.: 97324
FIELD BOOK: 29280
DRAWN BY: RS

PLAT SHOWING A 9.17 ACRE TRACT
OF LAND IN THE
J. H. DILLARD SURVEY, A-179 AND
W. ANDERSON SURVEY, A-15
WILLIAMSON COUNTY, TEXAS

T-842 TRANSMISSION LINE

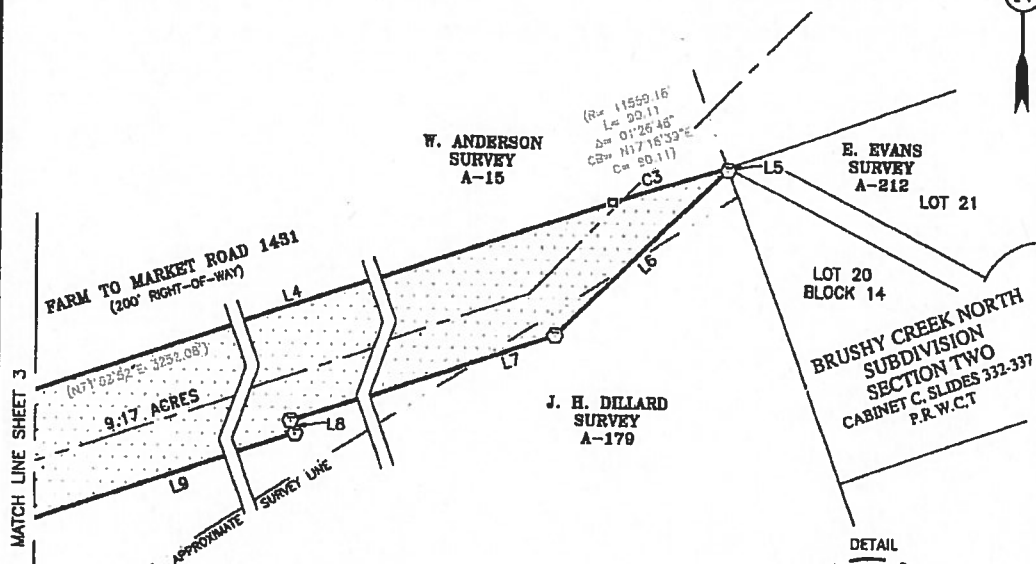
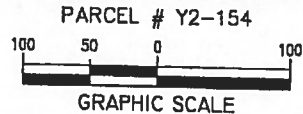


4801 SOUTHWEST PKWY
BUILDING TWO, SUITE 100
Austin, Texas 78735
(512) 447-0575 Fax: (512) 325-3029
EMAIL: SAM@SAM.BIZ
TX. FIRM NO. 10064300

LCRA
ENERGY • WATER • COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512) 473-3200 www.lcra.org

WILLIAMSON COUNTY, TEXAS
J. H. DILLARD SURVEY, A-179
W. ANDERSON SURVEY, A-15

SEE PAGE 3 FOR
LINE AND CURVE TABLE



Y2-154
FERN MAYFIELD, A SINGLE PERSON;
DICK R. MAYFIELD, NOT JOINED BY MY SPOUSE FOR THE REASON THAT THE PROPERTY HEREIN CONVEYED FORMS NO PART OF MY HOMESTEAD OWNED, CLAIMED OR OCCUPIED;
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TO
CITY OF ROUND ROCK
THE REMAINDER OF A CALLED 245.4 ACRE TRACT
DOCUMENT NO. 2000066640
SEPTEMBER 15, 2000
O.P.R.W.C.T.

LEGEND

| | |
|--------------|-------------------------------|
| P.R.W.C.T. | PLAT RECORDS |
| O.R.W.C.T. | WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL RECORDS |
| P.O.B. | WILLIAMSON COUNTY, TEXAS |
| P.O.R. | OFFICIAL PUBLIC RECORDS |
| () | WILLIAMSON COUNTY, TEXAS |
| ⊙ | POINT OF BEGINNING |
| ⊙ | POINT OF REFERENCE |
| ⊙ | RECORD INFORMATION |
| ⊙ | 5/8" IRON ROD WITH CAP |
| ⊙ | STAMPED "SAM" SET |
| ⊙ | 1/2" IRON ROD WITH CAP |
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| ⊙ | APPROXIMATE SURVEY LINE |
| ⊙ | BOUNDARY LINE |
| ⊙ | ADJOINING PROPERTY LINES |
| ⊙ | EXISTING EASEMENT LINES |
| ⊙ | BREAK LINES |

Y2-154 (CITY OF ROUND ROCK)
LIMITED TITLE CERTIFICATE EASEMENTS

- RIGHT OF WAY EASEMENT
DICK M. MAYFIELD AND WIFE, FERN MAYFIELD TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, DATED APRIL 18, 1959 IN DOCUMENT NO. 8277, O.P.R.W.C.T., BLANKET EASEMENT, MAY AFFECT PROPOSED EASEMENT BEING DESCRIBED.

HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99987582
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

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PLAT SHOWING A 9.17 ACRE TRACT
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J. H. DILLARD SURVEY, A-179 AND
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WILLIAMSON COUNTY, TEXAS

T-642 TRANSMISSION LINE



4801 SOUTHWEST PKWY
BUILDING TWO, SUITE 100
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TX. FIRM NO. 10064300

LCRA
ENERGY • WATER • COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512) 473-3200 www.lcra.org



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Metro Fire Apparatus Specialists, Inc. for the purchase of public safety and firehouse supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Robert Isbell, Fire Chief

Cost: \$100,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Fire Department

Text of Legislative File 2019-0226

This is a blanket agreement with Metro Fire Apparatus Specialists, Inc. for various fire and rescue equipment carried on the fire apparatus. This allows us to secure pricing for the term of the agreement without being committed for a specific amount. The equipment purchased under the agreement is for firefighting or rescue tool replacement or upgrades.

Cost: *Not to exceed \$100,000 through March 31, 2020*

Source of Funds: *General Fund*

RESOLUTION NO. R-2019-0226

WHEREAS, the City of Round Rock (“City”) desires to purchase public safety and firehouse supplies and equipment; and

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

WHEREAS, Metro Fire Apparatus Specialists, Inc. is an approved vendor of the Buy Board; and

WHEREAS, the City desires to purchase certain goods and services from Metro Fire Apparatus Specialists, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Public Safety and Firehouse Supplies and Equipment with Metro Fire Apparatus Specialists, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT
WITH
METRO FIRE APPARATUS SPECIALISTS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for the purchase of public safety and firehouse supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and METRO FIRE APPARATUS SPECIALISTS, INC., whose offices are located at 1745 Parana Drive, Houston, Texas 77080, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #524-17; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

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

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

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

E. **Vendor** means GT Distributors, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; TERM

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

B. This Agreement shall expire on March 31, 2020.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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

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

4.0 COSTS

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)** for the term of this Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

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

11.0 CITY'S REPRESENTATIVE

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

Chief Robert Isbell
Fire Department
203 Commerce Boulevard
Round Rock, TX 78665
(512) 218-6630
risbell@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule the removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

Notice to Vendor:

Metro Fire Apparatus Specialists, Inc.
1745 Parana Drive
Houston, Texas 77080

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

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

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Metro Fire Apparatus Specialists, Inc.

By: [Signature]
Printed Name: ANDY KING
Title: OPS MGR
Date Signed: 5/8/19

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

Exhibit "A"

City of Round Rock, Texas

Price Sheet

Metro Fire Apparatus Specialists, Inc

BuyBoard Contract 524-17

The City of Round Rock would like to enter into a contract with Metro Fire Apparatus Specialists, Inc per the terms of the BuyBoard Contract 524-17. They City intends to purchase from this contract Public Safety and Firehouse Supplies and Equipment in an amount not to exceed \$100,000.

Contract Term: Effective from the date of execution and will expire on 03/31/2020, per the terms of the BuyBoard Contract No. 524-17. The City may order more or less than the estimated quantities listed below

Special Instructions: Complete pricing below.

| Line # | Product Number | Product Description | Estimated Quantity | Unit Cost (per Buy Board) | Total Cost |
|--------|----------------|---|--------------------|---------------------------|-------------|
| 1 | TFT-AB1ST-NX | BALL INTAKE VALVE 5" STORZ RIGID X 6" NH FEMALE ALUMINUM BODY, STAINLESS BALL HARDCOAT ANODIZED, PRV STANDARD POWDER COATED, MAX PSI 250 | 2 | \$ 1,690.15 | \$ 3,380.30 |
| 2 | TFT-AYNJ-NJ | 2.5" GATED WYE 2.5" ROCKER FEMALE X (2) 2.5" MALE RIGID | 2 | \$ 373.45 | \$ 746.90 |
| 3 | TFT-J25G200F | LINE PITOT PRESSURE GAUGE W/ FIXED 2.5" OUTLET SWIVEL 2.5" INLET | 2 | \$ 308.00 | \$ 616.00 |
| 4 | TFT-XXC-52 | BLITZFIRE COMBINATION PACKAGE FLOW RANGE UP TO 500 GPM ELEVATION FROM 10 AND 50 DEGREES ABOVE HORIZONTAL HORIZONTAL ROTATION 20 DEGREES | 2 | \$ 3,692.15 | \$ 7,384.30 |

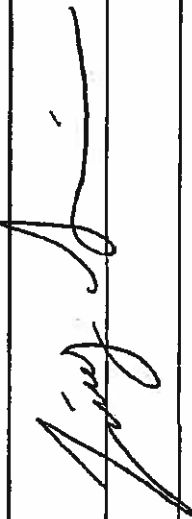
Exhibit "A"

| | | | | | | | |
|----|-----------------|---|---|----|----------|----|-----------|
| 5 | PAR-22-890900G2 | DUAL DEADMAN ALB CONTROLLER G2 | 2 | \$ | 704.01 | \$ | 1,408.02 |
| 6 | PAR-22-895401G2 | PISTON TYPE REGULATOR G2 | 2 | \$ | 611.01 | \$ | 1,222.02 |
| 7 | PAR-22-79HA10K | HYDRAFUSION STRUT 10 KIT INCLUDES STRUT, HAND PUMP AND 10 FT HOSE | 2 | \$ | 322.89 | \$ | 645.78 |
| 8 | HOL-158.181.011 | HRS22 RAM SUPPORT | 2 | \$ | 343.38 | \$ | 686.76 |
| 9 | HOL-158.572.125 | HOSE CORE 32 ORANGE | 2 | \$ | 913.26 | \$ | 1,826.52 |
| 10 | HOL-158.572.128 | HOSE CORE 32 BLUE | 2 | \$ | 913.26 | \$ | 1,826.52 |
| 11 | HOL-158.012.163 | CU 5050i CUTTER CORE MAX FORCE 312,260 LBS SPREAD OPENING 7.2 INCH WEIGHT 35.7 LBS | 2 | \$ | 6,890.88 | \$ | 13,781.76 |
| 12 | HOL-158.012.165 | SP 5240 SPREADER CORE MAX FORCE 62947 LBS SPREAD 28.5 INCH 28.5 LBS | 2 | \$ | 7,760.00 | \$ | 15,520.00 |
| 13 | HOL-158.032.030 | TR 5340 LP SHORT TELESCOPIC RAM WITH LASER | 2 | \$ | 4,704.50 | \$ | 9,409.00 |
| 14 | HOL-158.032.031 | TR 5350 LP TELESCOPIC RAM 5000 SERIES RAM WITH LASER | 2 | \$ | 5,713.30 | \$ | 11,426.60 |

| | | | | | | | |
|--|-------------------|--|---|----|----------|----|-----------|
| 15 | TFT-AB1ST-NX | BALL INTAKE VALVE 5" STORZ RIGID X 6" NH FEMALE ALUMINUM BODY, STAINLESS BALL HARDCOAT ANODIZED, PRV STANDARD POWDER COATED, MAX PSI 250 | 2 | \$ | 1,690.15 | \$ | 3,380.30 |
| 16 | HOL-150.181.011 | HRS 22 RAM SUPPORT | 2 | \$ | 343.38 | \$ | 686.76 |
| 17 | BUL-QXTBUNDLE-RED | Bullard QXT Thermal Imager Camera includes charger and 5 yr warranty | 6 | \$ | 7,764.57 | \$ | 46,587.42 |
| 18 | HOL-150.062.158 | V Strut Rescue Strut | 2 | \$ | 1,023.35 | \$ | 2,046.70 |
| | | | | | | | |
| Information Only: The City of Round Rock reserves the right to order other products from Metro Fire Apparatus Specialists as specified in your BuyBoard Contract #524-17. | | | | | | | |
| Company Name: Metro Fire Apparatus Specialists, Inc. BuyBoard Contract #524-17 | | | | | | | |

Company Name: Metro Fire Apparatus Specialists, Inc.
BuyBoard Contract #524-17

Exhibit "A"

| | |
|---|--|
| Signature of Authorized Representative: |  |
| Printed Name: | Jimmy Girvan |
| Phone Number: | 512-663-2911 |
| Email Address: | jgirvan@umfas.com |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

METRO FIRE APPARATUS SPECIALISTS, INC
HOUSTON, TX United States

Certificate Number:

2019-501792

Date Filed:

05/29/2019

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

FORT BEND COUNTY

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

PUBLIC SAFETY & FIREHOUSE SUPPLIES AND EQUIPMENT

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | RUSSELL, CRAIG | HOUSTON, TX United States | X | |
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| | | | | |

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

My name is PETE BAZAN, and my date of birth is 02/08/1984.

My address is 17350 SH 249 STE 250, HOUSTON, TX, 77064, US.
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TX, on the 07 day of JUNE, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Metro Fire Apparatus Specialists, Inc. for a QXT Thermal Imager.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Robert Isbell, Fire Chief

Cost: \$58,487.00

Indexes: General Fund

Attachments: Resolution, Metro Fire Quote, Form 1295

Department: Fire Department

Text of Legislative File 2019-0227

This purchase order is for the replacement of thirteen (13) front-line Thermal Imaging Cameras on the fire apparatus. The current Thermal Imaging Cameras are eight (8) years old and are at end of expected life. The current units are not supported for repair due to age.

Thermal Imaging Cameras are utilized to see the heat signature of victims through smoke, as well as fire and heat in concealed spaces during firefighting operations.

This purchase order will be through the cooperative Buy Board pricing with a trade in credit for our current units.

Cost: \$58,487.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0227

WHEREAS, the City of Round Rock (“City”) desires to purchase thermal imaging cameras for the Fire Department; and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”); and

WHEREAS, Metro Fire Apparatus Specialists, Inc. is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Metro Fire Apparatus Specialists, Inc., Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Metro Fire Apparatus Specialists, Inc. for the purchase of thermal imaging cameras for the Fire Department.

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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Corporate
17360 State Hwy 249
Suite 250
Houston TX 77084-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

QUOTE

| | |
|-------------------|-------------------|
| Number | 138462-0 |
| Quote Date | 04/17/2019 |
| Page | 1 |

Bill to: ROUND ROCK FIRE DEPARTMENT
ROUND ROCK FIRE DEPARTMENT
203 COMMERCE
ROUND ROCK, TX 78664

Ship to: ROUND ROCK FIRE DEPARTMENT
3300 GATTIS SCHOOL ROAD
ROUND ROCK, TX 78664

| | | | | |
|------------------------------------|-----------------------|-----------------|-----------------|--------------------|
| Cust Code | Ordered By | Salesman | Job/Ral# | Customer PO |
| ROU002 | KAREN JOHNSON | JAMES GIRVAN | | |
| Entered By | FOB | Ship Via | Terms | |
| JIMMY GIRVAN | CUSTOMER PAYS FREIGHT | BEST WAY | NET 20 DAYS | |
| Customer/Order Instructions | | | | |

PRICING PER BUY BOARD CONTRACT 524-17

| Quantity | | | U/M | Item # | Description | Price | Extension |
|----------|------|------|-----|----------------------|--|---------|-----------|
| Order | Ship | Back | | | | | |
| 13 | 13 | 0 | EA | BUL-QXTBUNDLEUPGRADE | QXT THERMAL DAGGER WITH BLACK LOWER AND RED UPPER HOUSING WITH ATTACHMENT ** NOTES ** TRADE-IN CAMERAS MUST BE SHIPPED TO BULLARD BY THE FIRE DEPARTMENT IN NO MORE THAN 30 DAYS AFTER DELIVERY OF THIS ORDER. TRADE-IN CAMERAS MUST BE IN WORKING CONDITION WITH A BATTERY TO RECEIVE FULL CREDIT. | 4499.00 | 58487.00 |

SubTotal 58,487.00

Total 58,487.00

192209

QUOTE GOOD FOR 45 DAYS

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.

Metro Fire Apparatus Specialists, Inc.
Houston, TX United States

Certificate Number:
2019-488119

Date Filed:
05/08/2019

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.

Buy Board COOP Contract 524-17
Bullard thermal imager QXT

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | RUSSELL, CRAIG | HOUSTON, TX United States | X | |
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5 Check only if there is NO Interested Party. ☐

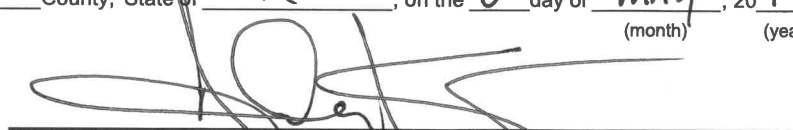
6 UNSWORN DECLARATION

My name is Andy KINH, and my date of birth is 12-06-81.

My address is 17350 SH 249 STE 250, Houston, TX, 77064, US.
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TX, on the 8 day of May, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with High Country Inv., LP to purchase 0.099 acres of right-of-way required for construction of the proposed Gattis School Road Phase 6 roadway improvement Project (Parcel 14).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$73,500.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2019-0228

The City's original appraised value for this acquisition was \$66,492. The owner presented a counteroffer of \$73,500, an increase of just over 10%, which was reviewed with and recommended for approval by the Transportation Director.

Cost: \$73,500.00

Source of Funds: *RR Transportation and Economic Development Corporation (Type B)*

RESOLUTION NO. R-2019-0228

WHEREAS, the City of Round Rock (“City”) desires to purchase all of that certain 0.099-acre right of way parcel necessary for construction of the proposed Gattis School Road Phase 6 Project (Parcel 14); and

WHEREAS, High Country Inv., LP, the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with High Country Inv., LP, for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HIGH COUNTRY INV., LP, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.099 acre (4,316 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 14);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of SEVENTY-THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$73,500.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 15, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

HIGH COUNTRY INV., LP

By: Triad Equities, LLC, a limited liability company
its General Partner

By: Z. Walji

Name: ZAHIR WALJI

Its: Gen. Partner

Address: 3701 GATTIS SCHOOL RD.
ROUND ROCK, TX. 78664

Date: 5-12-2019

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 14
Project: Gattis School Road.

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 0.099 ACRE (4,316 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 62, BLOCK "A" (2.006+-ACRES), HIGH COUNTRY SECTION THREE, A SUBDIVISION OF RECORD IN CABINET L, SLIDES 300-302 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO HIGH COUNTRY INV., LP RECORDED IN DOCUMENT NO. 2005060619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.099 ACRE (4,316 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a P/K Nail in concrete found 389.48 feet right of proposed Gattis School Road Baseline Station 169+65.60 in the existing easterly right-of-way (ROW) line of High Country Boulevard (90' ROW width), being the southwesterly corner of said Lot 62, same being the northwesterly corner of Lot 9, Block "A" of said High Country Section Three;

THENCE, departing said Lot 9, with the common westerly boundary line of said Lot 62 and said existing easterly ROW line of High Country Boulevard, N 00°45'34" W, for a distance of 315.17 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155020.16, E=3152047.02 TxSPC Zone 4203) set 74.53 feet right of proposed Gattis School Road Baseline Station 169+52.74 in the proposed southerly ROW line of said Gattis School Road (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed southerly ROW line, continuing with said common boundary line, the following two (2) courses:

- 1) **N 00°45'34" W**, for a distance of **7.85** feet to a 1/2" iron rod found for a point of curvature to the right;
- 2) Along said curve to the right, having a delta angle of **91°25'03"**, a radius of **25.00** feet, an arc length of **39.89** feet and a chord which bears **N 44°55'56" E**, for a distance of **35.79** feet to a point of compound curvature, being the calculated northeasterly corner of said High Country Boulevard, same being in the existing southerly ROW line of Gattis School Road (ROW width varies), for the northwesterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "LANDESIGN" found bears **S 75°12'13" W**, at a distance of 0.43 feet;
- 3) **THENCE**, departing said High Country Boulevard ROW, with said existing southerly ROW line of Gattis School Road, same being the northerly boundary line of said Lot 62, along said curve to the right, having a delta angle of **04°29'26"**, a radius of **2814.93** feet, an arc length of **220.63** feet and a chord which bears **S 87°03'33" E**, for a distance of **220.57** feet to an iron rod with plastic cap stamped "LANDESIGN" found, being the northeasterly corner of said Lot 62, same being the northwesterly corner of Lot 61, Block "A" of said High Country Section Three, for the northeasterly corner of the herein described tract;

- 4) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said Lots 61 and Lot 62, **S 02°44'34" E**, for a distance of **21.30** feet to an iron rod with aluminum cap stamped "ROW 4933" set 56.26 feet right of proposed Gattis School Road Baseline Station 172+05.25 in said proposed southerly ROW line of said Gattis School Road, for the southeasterly corner of the herein described tract, and from which a disturbed 5/8" iron rod found, being the approximate common southerly boundary corner of said Lot 62 and said Lot 61 bears **S 02°44'34" E**, at a distance of 323.27 feet;

THENCE, departing said Lot 61, through the interior of said Lot 62, with said proposed southerly ROW line, the following three (3) courses:

- 5) **N 82°09'19" W**, for a distance of **83.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 53.59 feet right of proposed Gattis School Road Baseline Station 171+19.66, for an angle point;
- 6) **N 88°07'58" W**, for a distance of **147.04** feet to an iron rod with aluminum cap stamped "ROW 4933" set 57.32 feet right of proposed Gattis School Road Baseline Station 169+69.32, for an angle point;
- 7) **S 44°33'43" W**, for a distance of **23.60** feet to the **POINT OF BEGINNING**, containing 0.099 acre (4,316 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.

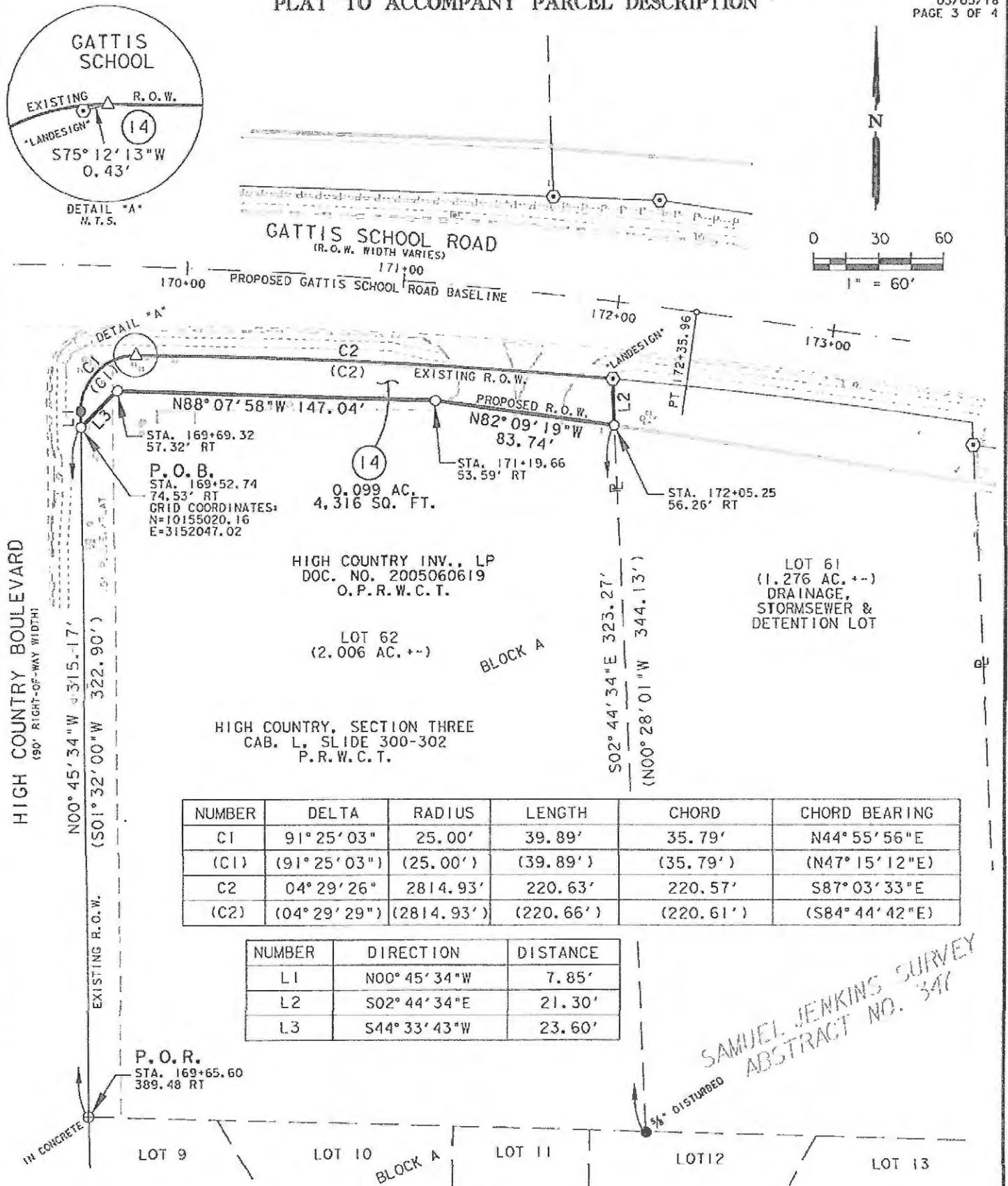
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
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

30 MAR 2018
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/05/18
PAGE 3 OF 4

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD, STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
HIGH COUNTRY INV., LP

PARCEL 14

SCALE

1" = 60'

PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/05/18
PAGE 4 OF 4

LEGEND

| | |
|-------------------------------------|---------------------------------------|
| * FENCE CORNER POST FOUND | ℰ CENTER LINE |
| ● 1/2" IRON ROD FOUND UNLESS NOTED | ℙ 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 X CUT FOUND | P.O.B. POINT OF BEGINNING |
| ▲ 60/D NAIL FOUND | P.O.R. POINT OF REFERENCE |
| ⊕ PK NAIL FOUND | N.T.S. NOT TO SCALE |
| △ CALCULATED POINT | D.R.W.C.T. DEED RECORDS |
| ○ 1/2" IRON ROD W/ ALUMINUM CAP | O.R.W.C.T. WILLIAMSON COUNTY, TEXAS |
| STAMPED "ROW-4933" SET | O.P.R.W.C.T. OFFICIAL RECORDS |
| (UNLESS NOTED OTHERWISE) | O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS |
| | P.R.W.C.T. PLAT RECORDS |
| | P.R.W.C.T. WILLIAMSON COUNTY, TEXAS |

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

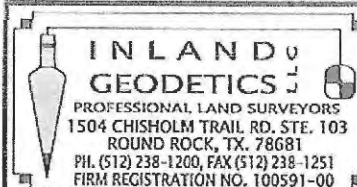
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 | 0.099 | 4,316 |
| CALC/DEED AREA | 2.006+- | 87,381+- |
| REMAINDER AREA | 1.907+- | 83,065+- |



PARCEL PLAT SHOWING PROPERTY OF
HIGH COUNTRY INV., LP

| | | |
|-------------------|-------------------------------|----------------------|
| SCALE 1" = 60' | PROJECT GATTIS SCHOOL ROAD | COUNTY WILLIAMSON |
|-------------------|-------------------------------|----------------------|

PARCEL 14

DEED

Gattis School Road Ph. 6 Right of Way

THE STATE OF TEXAS

20

COUNTY OF WILLIAMSON

22

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.099 acre (4,316 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 14**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 14 day of MAY, 2019.

GRANTOR:

HIGH COUNTRY INV., LP

By: Triad Equities, LLC, a limited liability company
its General Partner

By: Z. Wali

Name: ZAHIR WALJI

Its: GEN. PARTNER

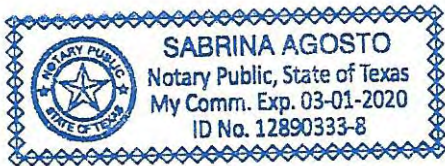
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 14 day of May, 2019 by Zahir Walji, in the capacity and for the purposes and consideration recited therein.





Notary Public, State of Texas

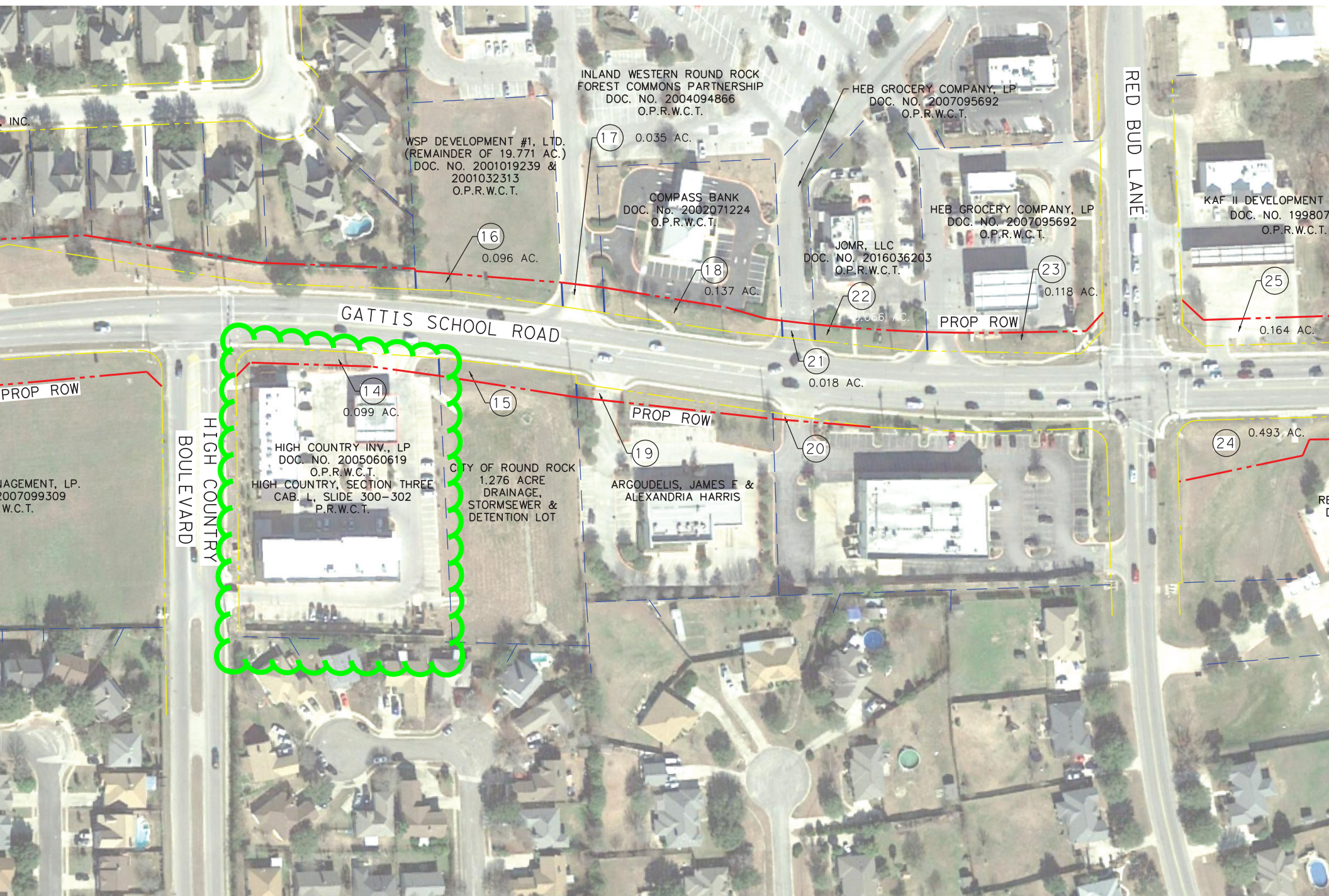
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



INC.

WSP DEVELOPMENT #1, LTD.
(REMAINDER OF 19.771 AC.)
DOC. NO. 2001019239 &
2001032313
O.P.R.W.C.T.

INLAND WESTERN ROUND ROCK
FOREST COMMONS PARTNERSHIP
DOC. NO. 2004094866
O.P.R.W.C.T.

HEB GROCERY COMPANY, LP
DOC. NO. 2007095692
O.P.R.W.C.T.

COMPASS BANK
DOC. NO. 2002071224
O.P.R.W.C.T.

HEB GROCERY COMPANY, LP
DOC. NO. 2007095692
O.P.R.W.C.T.

JOMR, LLC
DOC. NO. 2016036203
O.P.R.W.C.T.

KAF II DEVELOPMENT
DOC. NO. 199807
O.P.R.W.C.T.

GATTIS SCHOOL ROAD

PROP ROW

HIGH COUNTRY
BOULEVARD

HIGH COUNTRY INV., LP
DOC. NO. 2005060619
O.P.R.W.C.T.
HIGH COUNTRY, SECTION THREE
CAB. L. SLIDE 300-302
P.R.W.C.T.

CITY OF ROUND ROCK
1.276 ACRE
DRAINAGE,
STORMSEWER &
DETENTION LOT

ARGOUDELIS, JAMES F &
ALEXANDRIA HARRIS

PROP ROW

PROP ROW

0.493 AC.

VALUATION OF THE FEE ACQUISITION





City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Aguirre & Fields, LP for the Logan Street Connection Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$83,206.09

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0229

The City of Round Rock is an ever expanding city with infrastructure and development rapidly following those trends. In order to provide for a smoother travel experience, one of the projects that the Transportation department has implemented, is the Logan Street connection project, which incorporates connecting E Logan St to A.W. Grimes via a bridge over the existing creek.

This Supplemental Contract consists of preparation of a CLOMR/LOMR submittal, addition of bid phase services, project management and construction phase services.

Cost: \$83,206.09

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0229

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Aguirre & Fields, LP for the Logan Street Connection Project, and

WHEREAS, Aguirre & Fields, LP has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Aguirre & Fields, LP, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Aguirre & Fields, LP, 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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

FIRM: AGUIRRE & FIELDS, LP ("Engineer")

ADDRESS: 12708 Riata Vista Circle, Suite A-109, Austin, TX 78727

PROJECT: Logan Street Connection

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Aguirre & Fields, LP, hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 25th day of January, 2018 for the Logan Street Connection Project in the amount of \$446,400.37; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$83,206.09 to a total of \$529,606.46;

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

I.

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

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$83,206.09 the lump sum amount payable under the Contract for a total of \$529,606.46, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

AGUIRRE & FIELDS, LP

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B

Engineering Services

This contract consists of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related supporting documents for the construction of Logan Street in Round Rock, TX on new location. The project limits will begin at Greenlawn Boulevard and end at A.W. Grimes Boulevard with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. Logan Street will consist of an average 65 foot right-of-way, 37 feet of pavement, a bridge structure, retaining walls, curb and gutter, a sidewalk on both sides of the road, illumination and landscaping as necessary to revise or tie into existing trail and landscaping. These services include preparing roadway design, hydrologic and hydraulic design, structural design, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services will include utility identification, the development of a utility conflict matrix and attendance at the city's monthly utility coordination meeting as necessary. These services include utility conflict coordination assistance but any new utility or utility relocation services are not included.

The initial design scope for this Project did not include FEMA floodplain modifications for Dry Branch Tributary 1. After the initial plan review, the City of Round Rock Flood Plain administrator requested a CLOMR/LOMR be submitted to FEMA because of the potential increase in water surface elevations created by the proposed bridge piers within the Tributary. The Engineer has also been requested to provide bid phase services and additional construction phase services that were not included in the original contract.

1) Drainage (FC161)

a) Conditional Letter of Map Revision (CLOMR) Submittal

- i) Prepare CLOMR submittal package for Dry Branch Tributary 1 for the 10-year, 50-year, 100-year, 500-year, and Ultimate 100-year frequency storm events based on the Upper Brushy Creek preliminary FEMA models provided by the City. These models are considered to be the best available data at this time.
- ii) Prepare effective, corrected effective, pre-project, and post project hydrology and hydraulic models, and run cHECK-RAS for all HEC-RAS models.
- iii) Prepare exhibits and tables showing floodplain tie-in points upstream and downstream of the proposed project.
- iv) Update flood profiles, hydrology and floodway data tables in the FIS as needed.
- v) Prepare MT-2 FEMA forms for CLOMR submittal to City and FEMA.
- vi) Environmental Assessment to be provided by Aguirre & Fields for inclusion with the CLOMR submittal.
- vii) Final proposed plans to be provided by Aguirre & Fields for inclusion with the CLOMR submittal.
- viii) Submit CLOMR to City Floodplain Administrator for review and approval. This scope assumes one (1) meeting with the City Floodplain Administrator.
- ix) Submit CLOMR to FEMA for review and approval. A FEMA review fee is required upon submittal to FEMA and will be submitted on Half's invoice as a pass-through expense to be paid by the City.
- x) Coordinate up to two (2) iterations with FEMA reviewers.

b) Letter of Map Revision (LOMR) Submittal

- i) Prepare LOMR submittal package for Dry Branch Tributary 1 for the 10-year, 50-year, 100-year, 500-year, and ultimate 100-year frequency storm events based on the Upper Brushy Creek preliminary FEMA models provided by the City. These models are considered to be the best available data at this time.
- ii) As-built record plans to be provided by Aguirre & Fields for inclusion with the LOMR submittal.
- iii) Prepare effective, corrected effective, pre-project, and post project hydrology and hydraulic models and run cHECK-RAS for all HEC-RAS models.
- iv) Prepare exhibits and tables showing floodplain tie-in points upstream and downstream of the proposed project.
- v) Update flood profiles, hydrology and floodway data tables in the FIS as needed.
- vi) Prepare MT-2 FEMA forms for LOMR submittal to City and FEMA.
- vii) Submit LOMR to City Floodplain Administrator for review and approval. This scope assumes one (1) meeting with the City Floodplain Administrator.
- viii) Submit LOMR to FEMA for review and approval. A FEMA review fee is required upon submittal to FEMA and will be submitted on Half's invoice as a pass-through expense to be paid by the City.
- ix) Coordinate up to two (2) iterations with FEMA reviewers.

2) Project Management and Administration (FC 164)

a) General Contract Administration

- i) The Engineer has provided for additional coordination
- ii) Prepare invoices and monthly written progress reports for the project.
- iii) Project coordination with the City to include documenting correspondence and meeting minutes.
- iv) Prepare, distribute and file both written and electronic project correspondence.

b) Bid Phase Services

- i) The Engineer shall provide bid phase services documents and attend meetings.
 - (1) Create Project Manual (Bid form, Project specs, Special specs etc.)
 - (2) Prepare Addenda as needed
 - (3) Answer Contractor questions and prepare Q&A
 - (4) Attend Pre-Construction meeting and bid opening
 - (5) Prepare bid analysis and provide recommendation

3) Project Management and Construction Phase Services (FC 309)

- i) The Engineer has provided for an additional hour per month for coordination with CORR and sub- consultants
- ii) The Engineer shall provide construction phase services documents and attend meetings.
 - (1) Attend up to 15 weekly meetings
 - (2) Create and submit 1 electronic set of As-Built plans
 - (3) Review up to 10 pay apps
 - (4) RFI responses and documentation
 - (5) Minor redesign (if needed)
 - (6) Attend final walk through/ punch list

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

P N L S P S E

| T | T | | T | | | O | | S | TOTALS |
|---|-----|---|---|-------------|---|---|----------|-------------|------------------|
| | L | H | L | L | C | D | C | | |
| FC 110: Route and Design Studies | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 130: ROW Data and Utilities | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 150: Surveying | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 160: Roadway Design Controls | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 161: Drainage, Water Quality, Geologic Assessment | 0 | | | \$0.00 | | | \$0.00 | \$29,250.00 | \$29,250.00 |
| FC 162: Signing and Pavement Markings | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 163: Miscellaneous (Roadway) | 0 | | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 |
| FC 164: Project Management (coordination, meetings, accounting, etc.) | 31 | | | \$5,190.00 | | | \$0.00 | \$2,250.00 | \$7,440.00 |
| FC 164: Project Management - Bid Phase Services | 52 | | | \$7,257.00 | | | \$0.00 | \$0.00 | \$7,257.00 |
| FC 309: Project Management -Construction Phase Services | 160 | | | \$21,399.00 | | | \$0.00 | \$2,190.00 | \$23,589.00 |
| Direct Expenses | | | | \$0.00 | | | \$399.77 | \$15,270.32 | \$15,670.09 |
| GRAND TOTAL | 243 | | | \$33,846.00 | | | \$399.77 | \$48,960.32 | 83,206.09 |

METHOD OF PAYMENT LUMP SUM
PRIME PROVIDER AGUIRRE FIELDS, LP

| COMPANY | FEE | |
|-----------------------------|-------------|--------|
| Aguirre & Fields, LP (AFLP) | \$34,245.77 | 41.16% |
| Halff Associates (Halff) | \$48,960.32 | 58.84% |
| | | |
| | | |
| | | |
| TOTAL | 83,206.09 | 100.00 |

| FUNCTION CODE | TAS NAME | AFLP | TWG | H | TOTAL |
|---------------|----------------------------------|-------------|-----|-------------|-------------|
| FC 160 | ROADWAY DESIGN CONTROLS (FC 160) | | | | \$0.00 |
| FC 161 | DRAINAGE (FC 161) | | | \$29,250.00 | \$29,250.00 |
| FC 162 | SIGNING, PVMT. MARK. (FC162) | | | | \$0.00 |
| FC 163 | MISCELLANEOUS (ROADWAY) (FC 163) | | | | \$0.00 |
| FC 164 | PROJECT MANAGEMENT(FC 164) | \$5,190.00 | | \$2,250.00 | \$7,440.00 |
| FC 164 | BID PHASE SERVICES | \$7,257.00 | | | \$7,257.00 |
| FC 309 | CONSTRUCTION PHASE SERVICES | \$21,399.00 | | \$2,190.00 | \$23,589.00 |
| DIRECT | DIRECT EXPENSES | \$399.77 | | \$15,270.32 | \$15,670.09 |
| TOTAL | | \$34,245.77 | | \$48,960.32 | 83,206.09 |

PRIME PROVIDER NAME A F , LP

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT ENGINEER | ENGINEER IN TRAINING | SENIOR ENGINEER TECHNICIA N | CADD OPERATOR | ADMIN / CLERICAL | TOTAL LABOR HOURS & COSTS | NO OF DWGS | LABOR HRS PER SHEET |
|---|--------------------|---------------------|----------------------------|--------------------------------------|------------------|---------------------|---------------------------------|---------------|------------------------|
| FC164 PRO ECT MANAGEMENT AND ADMINISTRATION | | | | | | | | | |
| PROJECT MANAGEMENT & COORDINATION WITH CORR (Additional Time for FEMA) | 2 | 8 | | | | 2 | 12 | N/A | N/A |
| PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (Additional time for FEMA) | 2 | 8 | | | | | 10 | N/A | N/A |
| PROJECT MANAGEMENT - TDLR SUBMITTAL | 1 | 6 | | | | 2 | 9 | N/A | N/A |
| | | | | | | | | | |
| HOURS SUB-TOTALS | 5 | 22 | 0 | 0 | 0 | 4 | 31 | | |
| CONTRACT RATE PER HOUR | \$224.00 | \$171.00 | \$109.00 | \$118.00 | \$93.00 | \$77.00 | | | |
| TOTAL LABOR COSTS | \$1,120.00 | \$3,762.00 | \$0.00 | \$0.00 | \$0.00 | \$308.00 | \$5,190.00 | | |
| % DISTRIBUTION OF STAFFING | 16.1% | 71.0% | 0.0% | 0.0% | 0.0% | 12.9% | | | |
| | | | | | | | | | |
| SUBTOTAL FC164 | | | | | | | 5,190.00 | | |
| | | | | | | | | | |
| FC164 PRO ECT MANAGEMENT AND BID PHASE SERVICES | | | | | | | | | |
| CREATE PROJECT MANUAL (Bid form, Project specs, Special specs etc.) | 1 | 2 | 24 | | | | 27 | N/A | N/A |
| PREPARE ADDENDA AS NEEDED | 1 | 1 | 2 | | | 2 | 6 | N/A | N/A |
| ANSWER CONTRACTOR QUESTIONS AND PREPARE Q&A | 2 | | | | | | 2 | N/A | N/A |
| ATTEND PRE-CONSTRUCTION MEETING AND BID OPENING | 4 | 4 | | | | | 8 | N/A | N/A |
| PREPARE BID ANALYSIS AND PROVIDE RECOMMENDATION | 1 | 4 | 2 | | | 2 | 9 | N/A | N/A |
| | | | | | | | | | |
| HOURS SUB-TOTALS | 9 | 11 | 28 | 0 | 0 | 4 | 52 | | |
| CONTRACT RATE PER HOUR | \$224.00 | \$171.00 | \$109.00 | \$118.00 | \$93.00 | \$77.00 | | | |
| TOTAL LABOR COSTS | \$2,016.00 | \$1,881.00 | \$3,052.00 | \$0.00 | \$0.00 | \$308.00 | \$7,257.00 | | |
| % DISTRIBUTION OF STAFFING | 17.3% | 21.2% | 53.8% | 0.0% | 0.0% | 7.7% | | | |
| | | | | | | | | | |
| SUBTOTAL FC164 | | | | | | | ,25 .00 | | |
| | | | | | | | | | |
| TASK DESCRIPTION | PROJECT MANAGER | PROJECT ENGINEER | ENGINEER IN TRAINING | SENIOR ENGINEER TECHNICIA N | CADD OPERATOR | ADMIN / CLERICAL | TOTAL LABOR HOURS & COSTS | NO OF DWGS | LABOR HRS PER SHEET |
| FC309 PRO ECT MANAGEMENT AND CONSTRUCTION PHASE SERVICES | | | | | | | | | |
| PROJECT MANAGEMENT & COORDINATION WITH CORR (1 hour per month) | 2 | 5 | | | | 3 | 10 | N/A | N/A |
| PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS | 2 | 5 | | | | 3 | 10 | N/A | N/A |
| ATTEND WEEKLY MEETINGS (15 meetings @ 1 hour each) | | 15 | 15 | | | | 30 | N/A | N/A |
| CREATE AND SUBMIT AS-BUILT PLANS | 1 | 2 | 12 | | 24 | 1 | 40 | N/A | N/A |
| REVIEW PAY APPS (up to 10 @ 1.5 hours each) | 1 | 4 | 10 | | | 1 | 16 | N/A | N/A |
| RFI RESPONSES AND DOCUMENTATION (up to 5 @ 1.5 hours each) | 2 | 5 | | | | | 7 | | |
| MINOR REDESIGN (If needed) | 4 | 12 | 8 | | 16 | | 40 | | |
| FINAL WALK THROUGH/PUNCH LIST | 3 | 3 | | | | 1 | 7 | N/A | N/A |
| | | | | | | | | | |
| HOURS SUB-TOTALS | 15 | 51 | 45 | 0 | 40 | 9 | 160 | | |
| CONTRACT RATE PER HOUR | \$224.00 | \$171.00 | \$109.00 | \$118.00 | \$93.00 | \$77.00 | | | |
| TOTAL LABOR COSTS | \$3,360.00 | \$8,721.00 | \$4,905.00 | \$0.00 | \$3,720.00 | \$693.00 | \$21,399.00 | | |
| % DISTRIBUTION OF STAFFING | 9.4% | 31.9% | 28.1% | 0.0% | 25.0% | 5.6% | | | |
| | | | | | | | | | |
| SUBTOTAL FC309 | | | | | | | 21,399.00 | | |

| DESCRIPTION | | | | | | TOTAL MH BY FC | TOTAL COSTS BY FC |
|--|-------------|-----------------|------------------|--|--|-------------------|-------------------|
| | | | | | | | |
| | | | | | | | |
| FC110 - ROUTE & DESIGN STUDIES | | | | | | 0 | \$0.00 |
| FC120 - ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT | | | | | | 0 | \$0.00 |
| FC130 - RIGHT OF WAY DATA | | | | | | 0 | \$0.00 |
| FC160 - ROADWAY DESIGN CONTROLS | | | | | | 0 | \$0.00 |
| FC162 - SIGNING, PVMT. MARKING, & SIGNAL | | | | | | 0 | \$0.00 |
| FC163 - MISCELLANEOUS (ROADWAY) | | | | | | 0 | \$0.00 |
| FC164 - PROJECT MANAGEMENT AND ADMINISTRATION | | | | | | 31 | \$5,190.00 |
| FC164 - PROJECT MANAGEMENT AND BID PHASE SERVICES | | | | | | 52 | \$7,257.00 |
| FC309 - PROJECT MANAGEMENT AND CONSTRUCTION PHASE SERVICES | | | | | | 160 | \$21,399.00 |
| | | | | | | | |
| SUBTOTAL LABOR EXPENSES | | | | | | 243 | 33,846.00 |
| OTHER DIRECT EXPENSES | UNIT | OF UNITS | COST UNIT | | | | |
| | | | | | | | |
| Mileage (18 miles RT x 17 trips) | mile | 306 | \$0.545 | | | | \$166.77 |
| Standard Postage | letter | | \$0.49 | | | | \$0.00 |
| Photocopies B/W (8 1/2" X 11") | each | 260 | \$0.10 | | | | \$26.00 |
| Photocopies B/W (11" X 17") - 80 sheets | each | 160 | \$0.20 | | | | \$32.00 |
| TDLR Submittal Fee | each | 1 | \$175.00 | | | | \$175.00 |
| SUBTOTAL DIRECT EXPENSES | | | | | | | 399. |
| | | | | | | | |
| SUBCONTRACTS | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| SUBCONTRACT SUB TOTAL | | | | | | | 48,960.32 |
| | | | | | | | |
| SUMMARY | | | | | | | |
| | | | | | | | |
| TOTAL COSTS FOR PRIME ONLY | | | | | | | \$33,846.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY | | | | | | | \$399.77 |
| SUBCONTRACTS (includes labor costs and direct expenses) | | | | | | | \$48,960.32 |
| GRAND TOTAL | | | | | | | 83,206.09 |

\$48,960.32
SUB PROVIDER NAME H A .

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR PE ENGINEER | PE ENGINEER | ENGINEER IN TRAINING | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HOURS & COSTS |
|----------------------------|--------------------|--------------------------|----------------|----------------------------|------------------|--------------------|---------------------------------|
| FC161 DRAINAGE | | | | | | | |
| 1. CLOMR Submittal | 5 | | 30 | 85 | 5 | 10 | 135 |
| 2. LOMR Submittal | 5 | | 20 | 75 | 5 | 10 | 115 |
| | | | | | | | |
| | | | | | | | |
| HOURS SUB-TOTALS | 10 | 0 | 50 | 160 | 10 | 20 | 250 |
| CONTRACT RATE PER HOUR | \$225.00 | \$190.00 | \$145.00 | \$110.00 | \$85.00 | \$65.00 | |
| TOTAL LABOR COSTS | \$2,250.00 | \$0.00 | \$7,250.00 | \$17,600.00 | \$850.00 | \$1,300.00 | \$29,250.00 |
| % DISTRIBUTION OF STAFFING | 4.0% | 0.0% | 20.0% | 64.0% | 4.0% | 8.0% | |
| | | | | | | | |
| SUBTOTAL FC161 | | | | | | | 29,250.00 |

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR PE ENGINEER | PE ENGINEER | ENGINEER IN TRAINING | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HOURS & COSTS |
|--|--------------------|--------------------------|----------------|----------------------------|------------------|--------------------|---------------------------------|
| FC164 PRO ECT MANAGEMENT AND ADMINISTRATION | | | | | | | |
| General Project Coordination | 10 | | | | | | 10 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| HOURS SUB-TOTALS | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| CONTRACT RATE PER HOUR | \$225.00 | \$190.00 | \$145.00 | \$110.00 | \$85.00 | \$65.00 | |
| TOTAL LABOR COSTS | \$2,250.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,250.00 |
| % DISTRIBUTION OF STAFFING | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | |
| | | | | | | | |
| SUBTOTAL FC164 | | | | | | | 2,250.00 |

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR PE ENGINEER | PE ENGINEER | ENGINEER IN TRAINING | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HOURS & COSTS |
|---|--------------------|--------------------------|----------------|----------------------------|------------------|--------------------|---------------------------------|
| FC309 PRO ECT MANAGEMENT AND CONSTRUCTION PHASE SERVICES | | | | | | | |
| | | | | | | | 0 |
| Construction Phase Services (RFI, Site Visit, Final Walk Through) | | | 6 | 12 | | | 18 |
| | | | | | | | 0 |
| | | | | | | | |
| HOURS SUB-TOTALS | 0 | 0 | 6 | 12 | 0 | 0 | 18 |
| CONTRACT RATE PER HOUR | \$225.00 | \$190.00 | \$145.00 | \$110.00 | \$85.00 | \$65.00 | |
| TOTAL LABOR COSTS | \$0.00 | \$0.00 | \$870.00 | \$1,320.00 | \$0.00 | \$0.00 | \$2,190.00 |
| % DISTRIBUTION OF STAFFING | 0.0% | 0.0% | 33.3% | 66.7% | 0.0% | 0.0% | |
| | | | | | | | |
| SUBTOTAL FC164 | | | | | | | 2,190.00 |

| DESCRIPTION | | | | | | | TOTAL COSTS BY FC |
|---|-----------------|------------------|--|--|--|--|----------------------|
| | | | | | | | |
| FC 161 - DRAINAGE | | | | | | | \$29,250.00 |
| FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION | | | | | | | \$2,250.00 |
| FC 309 - CONSTRUCTION PHASE SERVICES | | | | | | | \$2,190.00 |
| SUBTOTAL LABOR EXPENSES | | | | | | | 33,690.00 |
| | | | | | | | |
| OTHER DIRECT EXPENSES | OF UNITS | COST UNIT | | | | | |
| Mileage (18 miles RT x 4 trips) | 72 | \$0.560 | | | | | \$40.32 |
| Shipping | 4 | \$40.000 | | | | | \$160.00 |
| Photocopies B/W (8 1/2" X 11") | 400 | \$0.10 | | | | | \$40.00 |
| Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) | 150 | \$0.20 | | | | | \$30.00 |
| FEMA C/LOMR Technical Review Fees | 1 | \$15,000.00 | | | | | \$15,000.00 |
| | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | 15,2 0.32 |

| | |
|---|--------------------|
| SUMMARY | |
| | |
| TOTAL COSTS FOR SUB ONLY | \$33,690.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB ONLY | \$15,270.32 |
| | |
| GRAND TOTAL | \$48,960.32 |

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.**

Aguirre & Fields, LP
Sugar Land, TX United States

Certificate Number:
2019-498534

Date Filed:
05/31/2019

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.

Contract #0199.1801; 00424380

Contract for Engineering Services, Supplemental Contract No. 1 Logan Street Connection Project

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Aguirre, LLC - General Partner | Sugar Land, TX United States | X | |
| | Aguirre, Oscar R. | Sugar Land, TX United States | X | |
| | Gribble, Mark D. | Sugar Land, TX United States | X | |
| | Lubitz, David J. | Austin, TX United States | X | |
| | Crosby, Christine R. | Sugar Land, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Oscar R. Aguirre, and my date of birth is July 7, 1964.

My address is 7215 New Territory Blvd., Suite 100, Sugar Land, TX, 77479, USA
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 31st day of May, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution rejecting the bid submitted by DeNucci Constructors for the Main Street Intervention Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution

Department: Transportation Department

Text of Legislative File 2019-0230

In the continuing effort to improve pedestrian and traffic flow and safety in our downtown area, the Transportation Department developed plans for additional community spaces (parklets) and other aesthetic enhancements to the area.

This Competitive Sealed Proposal project includes the following:

- 1) Adding six parklet areas along both sides of Main Street to the east of Mays Street. These parklet areas added additional seating, special vegetation planters, enhanced landscaping and overhead lighting enhancements. This work required the removal of approximately 30 parking spaces that were replaced with the new pedestrian friendly parklet areas.
- 2) Revising the parking layouts along Lampasas Street both north and south of Main Street and Shepard Street south of Main Street. These revisions to the layout incorporated enhanced landscaping areas to improve the pedestrian experience throughout the downtown area.

The bid opening for the project was held on May 8, 2019 at 2:00 pm. One (1) sealed bid was received and opened as follows:

DeNucci Constructor, LLC Base Bid - \$1,972,105.00 Add Alternates - \$117,000.00
Total - \$2,089,105.00

This total bid was above our original budget for the project of \$1,000,000.00. The Transportation Department recommends the rejection of the one bid. The Transportation Department and our consultant, Studio 16:19, anticipates using the next 60 -90 days to reevaluate the project scope and the minimal bidder response we received. We will be looking at the scope and any cost savings that could be realized. Ways to increase bidder participation

will also be evaluated. We anticipate having this project ready to re-advertise later this year with a projected construction start date in early 2020.

RESOLUTION NO. R-2019-0230

WHEREAS, the City of Round Rock has duly advertised for bids for the Main Street Intervention Project, and

WHEREAS, the Council has determined that the bid submitted by DeNucci Constructors should be rejected, Now Therefore

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

That the bid submitted by DeNucci Constructors for the Main Street Intervention Project is hereby rejected.

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 13th day of June, 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 a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Texas Materials Group for the 2017 SMP University Boulevard Surface Treatment Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$58,285.50

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0231

The Transportation Department requests that the City Manager consider a resolution to approve Change Order/Quantity Adjustment #2 for the 2017 Street Maintenance Project (SMP) -University Blvd Surface Treatment.

This project was bid as a previous contractor was finishing up the milling of the roadway and because of that, we did not include surface preparation (milling) as a necessary line item. The depth of the pavement being placed was also a concern due to the increased truck traffic and volumes of vehicles traveling the roadway. To place a one-inch overlay, we felt, would risk the longevity of the pavement in getting a durable yet economical product. Due to the additional depth of roadway and a decision to place an inch and a half (1 ½) rather than an inch (1) of material for our overlay, we increased the quantity for the project.

The price of this Change Order/Quantity Adjustment is \$58,285.50. The contract price after CO/QA #1 was \$420,315.01; the new proposed contract price with CO/QA #2 will be \$478,600.51, bringing the total difference between original and adjusted contract price after both change orders to \$105,100.51.

Cost: \$58,285.50

Source of Funds: RR Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0231

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Texas Materials Group for the 2017 Street Maintenance Program University Boulevard Surface Treatment Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with Texas Materials Group for the 2017 Street Maintenance Program University Boulevard Surface Treatment Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department: _____

Project _____

Name: 2017 SMP University Blvd Surface Treatment

Date: 5/22/19

City Project
ID Number _____

Change Order/Quantity
Adjustment No. 2

Vendor Texas Materials

1320 Arrow Point Dr., Ste 600

512-571-6072

Company Name

Address

Phone No.

Justification

Stripping items needed and were not part of original contract.

Butt joints are needed to transition in the project without a bump and edgemill was needed to tie into curb and gutter section that was added into the project.

SUMMARY

Original Contract Price:

Amount

% Change

\$373,500.00

Previous Quantity Adjustment(s):

\$0.00

This Quantity Adjustment:

\$58,285.50

Total Quantity Adjustment(s):

\$58,285.50

Total Contract Price with Quantity Adjustment(s):

\$431,785.50

Previous Change Order(s):

\$46,815.01

11%

This Change Order:

\$0.00

0%

Total Change Order(s) To Date:

\$46,815.01

11%

Adjusted Contract Price [Original Contract Price Plus
Quantity Adjustment(s) Plus Change Order(s)]:

\$478,600.51

Difference between Original and Adjusted Contract Prices:

\$105,100.51

Original Contract Time:

21

Time Adjustment by previous Quan. Adj./Change Order:

0

Time Adjustment by this Quan. Adj./Change Order:

0

New Contract Time:

21

Submitted for Approval

Prepared By:

Signature

Pedro Alonso, Project Manager, Texas Materials

Printed Name, Title, Company

5/22/19

Date

Approvals

Contractor:

Signature

Pedro Alonso, Project Manager, Texas Materials

Printed Name, Title, Company

5/22/19

Date

City Project
Manager:

Signature

Jose (JC) Montelongo II, Engineer Associate

Printed Name, Title

5-22-19

Date

Mayor/City
Manager

Signature

Printed Name, Title

Date

Project Name: 2017 SMP University Blvd Surface Treatment

Quan. Adj./Change Order No.: 2

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

Project Name: 2017 SMP University Blvd Surface Treatment

Quan. Adj./Change Order No.: 2

[illegible]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-489262

Date Filed:
05/10/2019

Date Acknowledged:

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

MA Smith Contracting Co., Inc.
Austin, TX United States

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

City of Round Rock, 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.

McNeil Road Extension Phase 2
McNeil Road Extension Phase 2

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is TRAVIS RAGLAND, and my date of birth is 8/1/83.

My address is 109 Indian Hill Point, Kyle, TX, 78690, US.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 10 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: H.10

Title: Consider a resolution authorizing the submittal of a grant application for the FY 2018 Federal Transit Authority Section 5307 funds in the amount of \$647,054 for the fixed route bus system and paratransit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes: General Fund

Attachments: Resolution, Section 5307 Transit Application

Department: Transportation Department

Text of Legislative File 2019-0232

Application for Section 5307 Federal Transit Administration (FTA) urbanized area formula appropriations for fiscal year 2018. The federal funding amount of \$647,054 is authorized under the The Fixing Americans Surface Transportation (FAST) Act and has been reallocated from Capital Metropolitan Transportation Authority, the Designated Recipient for the Austin Urbanized Area.

This grant will be used to operate the ADA Paratransit and Fixed Route (JARC) projects. Both will be provided under a full turkey contract with Star Shuttle providing the ADA paratransit services and Capital Metro providing the fixed route service. The Transit Coordinator will provide oversight for the program operations and manage the grants and any associated federal requirements.

Total Grant Funds Requested is \$647,054.00. The City's matching requirement is \$841,758.

Cost: \$841,758

Source of Funds: General Fund

RESOLUTION NO. R-2019-0232

WHEREAS, the Federal Transit Administration (“FTA”) has grant funds available for FY 2018 Section 5307 funding; and

WHEREAS, the City of Round Rock (“City”) is seeking funding from FTA’s FY 2018 Section 5307 for the City’s fixed route bus system and paratransit services projects; and

WHEREAS, the City wishes to make application for the available FTA FY 2018 Section 5307 funds; and

WHEREAS, the City Council designates the City Manager as the City’s authorized official with power to apply for the grant, including making online application, on behalf of the applicant agency, the City of Round Rock, Texas, Now Therefore

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

A. That the City Council approves submission of the grant application to the Federal Transit Administration for the fixed route bus system and paratransit services projects.

B. That the City Manager is designated as the authorized official to apply for the grant, including making an online application, and is hereby directed to apply for FY 2018 Federal Transit Authority Section 5307 funding.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

TX-2019-053-00 | FY 18 Section 5307 Round Rock Transit

[Summary](#) [Points of Contact](#) [Application Control Totals](#) [Application Projects](#) [News](#) [Related Actions](#)

| | | | | | | |
|-------------|------------------------------|-------------------|------------|----------|--------|--------|
| In-Progress | Initial Review / Concurrence | Final Concurrence | Obligation | Executed | Active | Closed |
|-------------|------------------------------|-------------------|------------|----------|--------|--------|

Recipient Details

Recipient ID

6631

Recipient Name

Round Rock, City Of

Application Status Information

Application Number

TX-2019-053-00

Application Name

FY 18 Section 5307 Round Rock Transit

Status

Final Concurrence / Reservation

Last Modified On

May 22, 2019

Last Modified By

Edna Johnson

Period of Performance Start Date

The start date will be set to the date of the award

| DOL Submission Type | DOL Submission Status |
|-----------------------------|------------------------------------|
| Submitted for Certification | Submitted to DOL for Certification |

Executive Summary

The City of Round Rock is applying for \$647,054 of FY 2018 FTA Section 5307 formula funds. The project will continue the fixed route and paratransit service, which began August 21, 2017, serving the citizens of Round Rock, with an emphasis on providing low income individuals with access to employment and employment services. The funds from this grant will provide essential money to operate the fixed route bus system and the paratransit service. The JARC component of Section 5307 will be used to continue the bus service to meet the needs of low income and minority populations to jobs, education and employment centers. The City of Round Rock's general fund will be used to match the grant.

Application Details

Type of Financial Assistance

Grant

Frequency of Milestone Progress Report

Annual

Frequency of Financial Federal Reports

Annual

Does this application include funds for research and/or development activities?

No, this application does not include funds for research and/or development activities.

Requires E.O 12372 Review?

No

State Application ID

N/A

Date Submitted for State Review

N/A

Pre-Award Authority

Yes, this application is using Pre-Award authority.

Does this application include suballocation funds?

Recipient organization is a Direct Recipient of suballocated funds (by a Designated Recipient).

Will this Grant be using Lapsing funds?

No

Will indirect costs be applied to this application?

No, indirect costs will not be applied to this application.

Indirect Cost Description

N/A

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Delinquent Federal Debt Description

N/A



City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire (1) a subsurface raw water line easement in and under four parcels of land totaling approximately 2.149 acres, and (2) a monitoring well easement in and to that certain 25 square foot parcel of land, all owned by Greg Attwood, Trustee, Greg Attwood and Kimberly Attwood for the construction of Brushy Creek Regional Utility Authority (BCRUA) raw water line utility improvements and take other appropriate action (Parcels 1, 2, 16, 106).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2019-0233

The City's original appraised value (5.29.18) and purchase offer was for the amount of \$21,548. The only substantive response from the owners was to request a connection to the proposed raw water line, which could not be accommodated. The owners are represented by counsel, and we continue to encourage a monetary counteroffer for consideration by the City.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a subsurface raw water line easement, and a monitoring well easement, in and to the following parcels of land for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc.: four parcels of land totaling approximately 2.149 acres, and a monitoring well easement in and to that certain 25 square foot parcel of land, from property owned by Greg Attwood, Trustee, Greg Attwood and Kimberly Attwood, as described in Exhibits A-E of the resolution."

RESOLUTION NO. R-2019-0233

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of (1) a subsurface raw water line easement in and under four parcels of land totaling approximately 2.149 acres (Parcels 1, 2, 16, 106) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibits "A-D" attached hereto, and (2) a monitoring well easement in and to that certain 25 square feet (Parcel MW) tract of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "E" attached hereto, all of such property being owned by **GREG ATTWOOD, TRUSTEE, GREG ATTWOOD and KIMBERLY ATTWOOD** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of a raw water line transmission line, well monitoring and related facilities, as a part of the improvements to the Project, at such subsurface locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend under and will cross, run through below the surface of the herein described real Property; and

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

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

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

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

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is

authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

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

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**50 FOOT WIDE (0.388 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.388 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT 16, IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.388 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE NORTH LINE OF SAID 1.43 ACRE TRACT, AND THE SOUTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT 16, IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°33'54" W . 71.21q

THENCE S 61°33'54" E – 50.01' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 4.526 ACRE TRACT TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT AND SAID 1.43 ACRE TRACT;

THENCE WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND A CALLED 0.37 ACRE TRACT, DESCRIBED IN EXHIBIT D, (EASEMENT TRACT), IN SAID DEED TO GREG ATTWOOD, TRUSTEE, THE FOLLOWING TWO (2) CALLS:

1. **S 2°35'05" W – 292.01'** TO A POINT FOR ANGLE,
2. **S 50°28'05" W – 66.86'** TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN T.C.C.D. 2000034314 OF THE O.P.R.T.C.T., AT THE SOUTHEAST CORNER OF SAID 1.43 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE N 61°36'46" W – 24.00' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 0.788 ACRE TRACT TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN "X" PLACED IN CONCRETE AT THE WEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°36'46" W . 229.26q

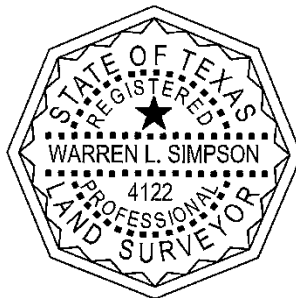
THENCE N 2°35'05" E – 354.02 THROUGH THE INTERIOR OF SAID 1.43 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.388 ACRE OF LAND.

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

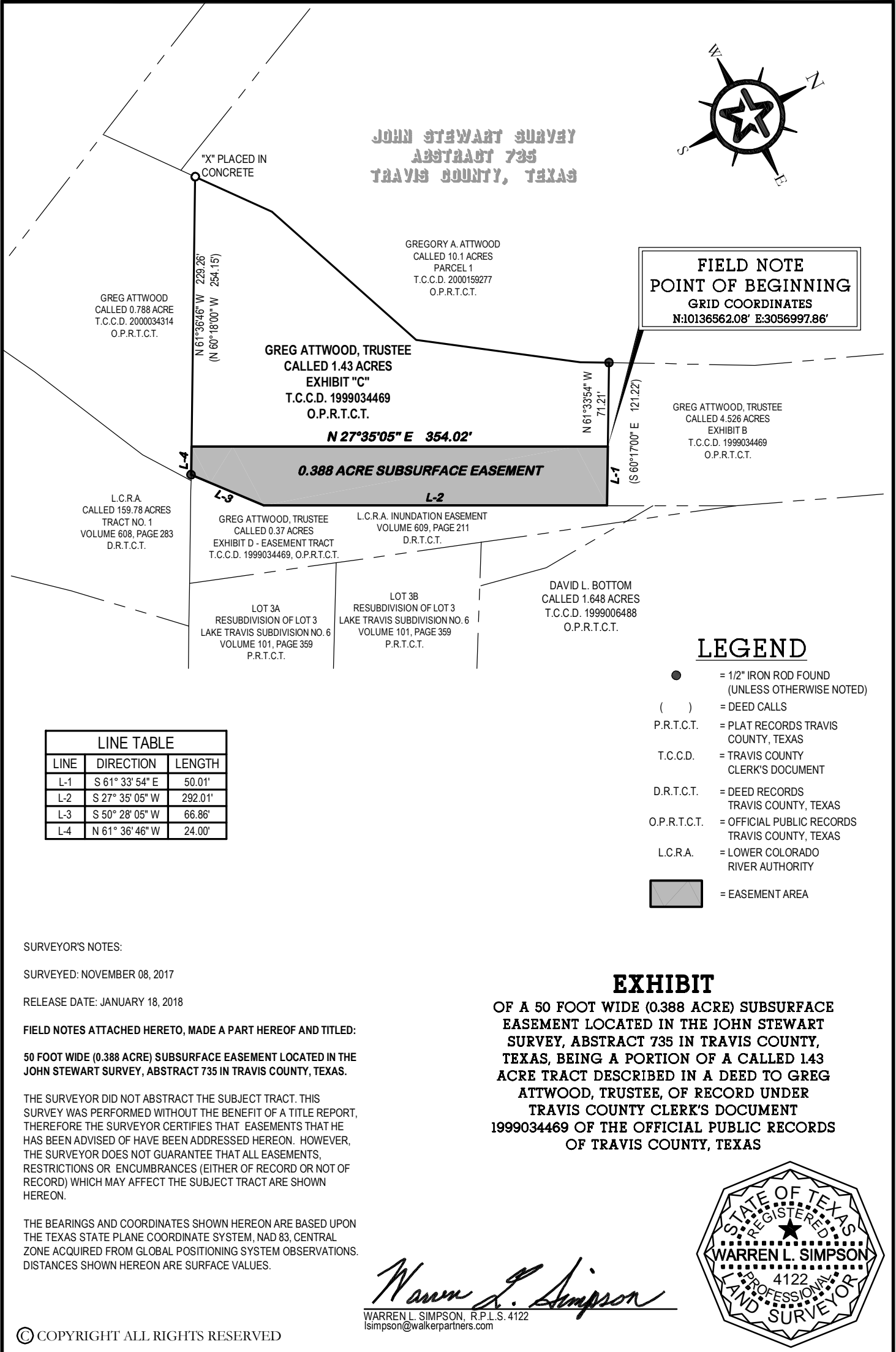
BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018,

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



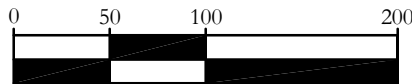
PROJ NO. 3-00619
PLAT NO. A1-1371
FIELD NOTE NO. 001
MAP CHECKED: 01/09/2018-JBM



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



GRAPHIC SCALE IN FEET

PLAT NO. A1-1371 PROJ. NO. 3-00619 DRAFTED 12/27/17
TAB NA F/N NO. 001 FB/PG 3-4/48 DRAWN BY JBW
DWG. NAME 3-00619ESMT-PARCEL MAP CHK'D 12/27/17
001-ATTWOOD.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 001-ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:35:49 PM, jmontemayor, 1:1



**0.018 ACRE
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.018 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2000034314 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.018 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE NORTHEAST LINE OF SAID 0.788 ACRE TRACT AND THE SOUTHWEST LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT C, IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469, OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN $\frac{1}{4}$ " IRON ROD IS PLACED IN CONCRETE AT THE NORTH CORNER OF SAID 0.788 ACRE TRACT BEARS N 61°36'46" W . 229.26q

THENCE S 61°36'46" E – 24.00' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 1.43 ACRE TRACT TO A $\frac{1}{2}$ " IRON ROD FOUND AT THE SOUTH CORNER OF SAID 1.43 ACRE TRACT AND THE WEST CORNER OF A CALLED 0.37 ACRE EASEMENT DESCRIBED IN EXHIBIT D, IN SAID DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469 OF THE O.P.R.T.C.T.

THENCE S 61°36'46" E – 5.15' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 0.37 ACRE EASEMENT TO A POINT FOR THE EAST CORNER OF SAID 0.788 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE WITH THE SOUTHEAST LINE OF SAID 0.788 ACRE TRACT, AND THROUGH THE INTERIOR OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), THE FOLLOWING TWO (2) CALLS:

1. **S 55°36'5 " W – 46. 6'** TO A POINT FOR ANGLE,
2. **S 65°15'10" W – 11.49'** TO A POINT FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTH CORNER OF SAID 0.788 ACRE TRACT BEARS S 65°15'40" W . 104.40, S 61°32'42" W . 77.48q AND FROM SAID SOUTH CORNER A $\frac{1}{2}$ " IRON ROD FOUND AT THE WEST CORNER OF SAID 0.788 ACRE TRACT BEARS N 24°40'54" W . 199.93q

THENCE THROUGH SAID 0.788 ACRE TRACT, THE FOLLOWING TWO (2) CALLS:

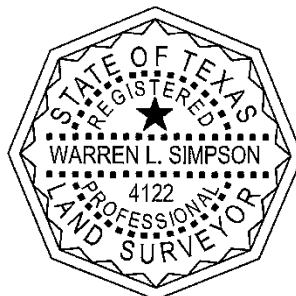
- 1) **AN ARC LENGTH OF 19.36'**, WITH A CURVE TO RIGHT, HAVING A RADIUS OF 1225.00q A CENTRAL ANGLE OF 00°54'40" AND A CHORD WHICH BEARS N 27°07'55" E . 19.36q TO A POINT AT THE END OF SAID CURVE,
- 2) **N 2 °35'05" E – 31.42'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.018 ACRE OF LAND.

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

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

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018

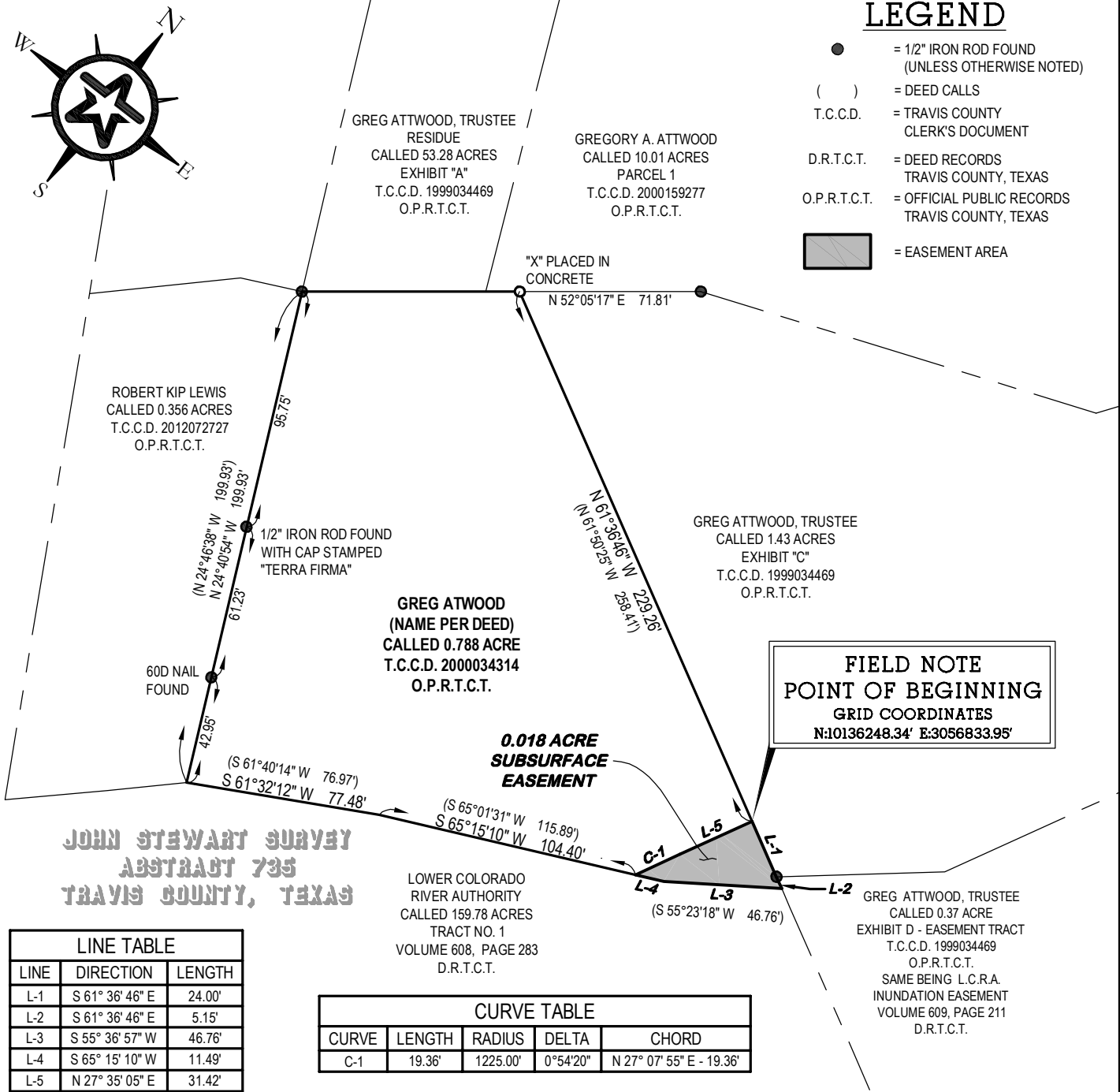

WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1372
FIELD NOTE NO. 002
MAP CHECKED: 01/09/2018-JBM

LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- ▨ = EASEMENT AREA



JOHN STEWART SURVEY
ABSTRACT 735
TRAVIS COUNTY, TEXAS

| LINE TABLE | | |
|------------|-----------------|--------|
| LINE | DIRECTION | LENGTH |
| L-1 | S 61° 36' 46" E | 24.00' |
| L-2 | S 61° 36' 46" E | 5.15' |
| L-3 | S 55° 36' 57" W | 46.76' |
| L-4 | S 65° 15' 10" W | 11.49' |
| L-5 | N 27° 35' 05" E | 31.42' |

| CURVE TABLE | | | | |
|-------------|--------|----------|----------|--------------------------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD |
| C-1 | 19.36' | 1225.00' | 0°54'20" | N 27° 07' 55" E - 19.36' |

SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 08, 2017

RELEASE DATE: JANUARY 18, 2018

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

0.018 ACRE SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

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

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

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



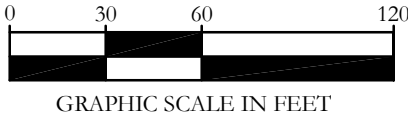
EXHIBIT

OF A 0.018 ACRE SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY,
ABSTRACT 735 IN TRAVIS COUNTY, TEXAS,
BEING A PORTION OF A CALLED 0.788 ACRE
TRACT DESCRIBED IN A DEED TO GREG
ATWOOD, OF RECORD UNDER TRAVIS COUNTY
CLERK'S DOCUMENT 2000034314 OF THE
OFFICIAL PUBLIC RECORDS OF TRAVIS
COUNTY, TEXAS

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Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1372 PROJ. NO. 3-00619 DRAFTED 12/28/17
TAB NA F/N NO. 002 FB/PG 3-4/48 DRAWN BY JBW
DWG. NAME 3-00619ESMT-PARCEL 002 - ATTWOOD.DWG MAP CHK'D 12/28/17



**50 FOOT WIDE (1.249 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND
THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (1.249 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), OF WHICH IS A PORTION OF LOT 6, LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN VOLUME 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.249 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "GSLTD" FOUND IN THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, MARKING THE NORTHWEST CORNER OF LOT 5, BLOCK A, GATE HOLLOW ESTATES ADDITION, OF RECORD IN T.C.C.D. 200600049 OF SAID O.P.R.T.C.T., BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 08°44'10" E – 58.16' WITH THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT AND THE WEST LINE OF SAID LOT 5, TO A POINT AT THE MOST NORTHERLY EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "GSLTD" FOUND MARKING THE SOUTHWEST CORNER SAID LOT 5 BEARS S 08°44'10" E . 145.07q

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 50°32'26" W – 50.18'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 565.09'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00q A CENTRAL ANGLE OF 27°33'19" AND A CHORD WHICH BEARS S 36°45'47" W . 559.66q TO THE END OF SAID CURVE,
3. **S 22°59'00" W – 422.43'**, TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN SAID DEED TO GREG ATTWOOD, TRUSTEE AND A SOUTH LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS N 69°47'15" E . 127.94q

THENCE S 69°47'15" W – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS S 69°47'15" W . 36.53q

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 22°59'0" E – 469.38'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 589.14'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00q A CENTRAL ANGLE OF 27°33q9+ AND A CHORD WHICH BEARS N 36°45q47+E . 583.48qTO THE END OF SAID CURVE,
3. **N 50°32'26" E – 9.89'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 1.249 ACRES OF LAND.

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

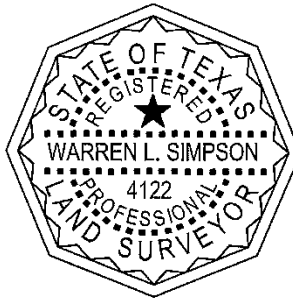
BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: OCTOBER 11, 2017
RELEASED: JANUARY 18, 2018

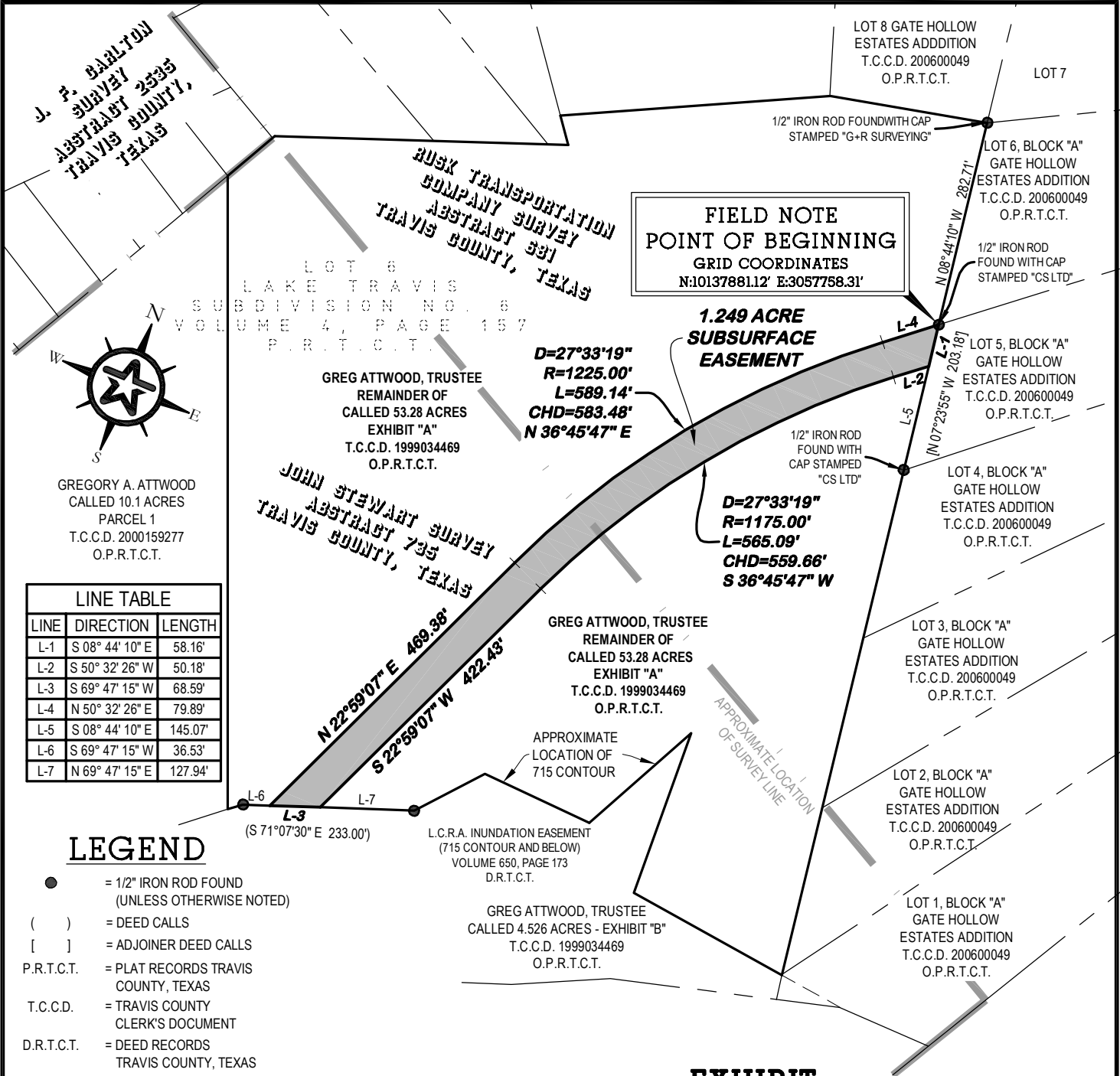
Warren L. Simpson

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

PROJ NO. 3-00619
PLAT NO. A1-1374
FIELD NOTE NO. 16
MAP CHECKED: 1/9/2018-JBM



BCRUA 016
GREG ATTWOOD, TRUSTEE



LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- [] = ADJOINER DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- = EASEMENT AREA

SURVEYOR'S NOTES:

SURVEYED: OCTOBER 11, 2017

RELEASE DATE: JANUARY 18, 2018

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

50' FOOT WIDE (1.249 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS.

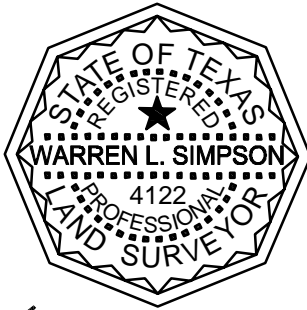
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES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

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

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EXHIBIT

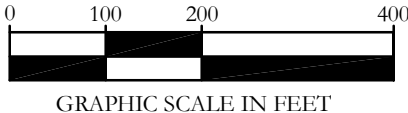
OF A 50 FOOT WIDE (1.249 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT 'A', IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OF WHICH IS A PORTION OF LOT 6, LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN VOLUME 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS.



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



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



PLAT NO. A1-1374 PROJ. NO. 3-00619 DRAFTED 01/09/18
TAB NA F/N NO. 016 FB/PG 3-4/28 DRAWN BY JBM
DWG. NAME 3-00619ESMT-PARCEL 016 - ATTWOOD.DWG MAP CHK'D 01/09/18



**50 FOOT WIDE (0.494 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.494 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B" IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.494 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE SOUTH LINE OF SAID 4.526 ACRE TRACT AND THE NORTH LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C" IN SAID DEED TO GREG ATTWOOD, TRUSTEE, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 4.526 ACRE TRACT BEARS N 61°33'44"W . 71.21q

THENCE THROUGH THE INTERIOR OF SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 2°35'05" E – 66.25'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 94.32'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00q A CENTRAL ANGLE OF 04°35'48" AND A CHORD WHICH BEARS N 25°17'06"E . 94.30q TO A POINT AT THE END OF SAID CURVE,
3. **N 22°59'00" E – 244.31'**, TO A POINT AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF SAID 4.526 ACRE TRACT AND A SOUTH LINE OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A" IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF SAID 4.526 ACRE TRACT BEARS S 69°47'45"W . 36.53q

THENCE N 69°47'15" E – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF THE 4.526 ACRE TRACT BEARS N 69°47'45"E . 127.94q

THENCE THROUGH SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 22°59'00" W – 291.26'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 98.34'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00q A CENTRAL ANGLE OF 04°35'48" AND A CHORD WHICH BEARS S 25°17'06"W . 98.31q TO A POINT AT THE END OF SAID CURVE,
3. **S 2°35'05" W – 6.00'** TO A POINT IN THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTHEAST CORNER OF SAID 4.526 ACRE TRACT BEARS S 61°33'44"E . 0.61q AND FROM SAID SOUTHEAST CORNER A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 1.648 ACRE TRACT DESCRIBED IN A DEED TO DAVID L. BOTTOM, OF RECORD IN T.C.C.D. 1999006488 OF THE O.P.R.T.C.T. BEARS N 27°27'40"E . 109.83q AND N 23°08'42"E . 159.40q

THENCE N 61°33'54" W – 50.01' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.494 ACRE OF LAND.

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

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

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018

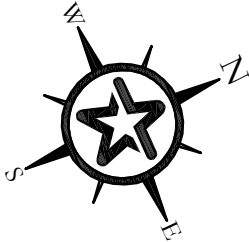

WARREN L. SIMPSON, R.P.L.S. 4122

PROJ NO. 3-00619
PLAT NO. A1-1373
FIELD NOTE NO. 106
MAP CHECKED: 01/09/2018-JBM



LEGEND

- = 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS
COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY
CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS
TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO
RIVER AUTHORITY
- [Hatched Box] = EASEMENT AREA



GREGORY A. ATTWOOD
CALLED 10.1 ACRES
PARCEL 1
T.C.C.D. 2000159277
O.P.R.T.C.T.

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10136562.08' E:3056997.86'

GREG ATTWOOD, TRUSTEE
REMAINDER OF
CALLED 53.28 ACRES
EXHIBIT "A"
T.C.C.D. 1999034469
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 1.43 ACRES
EXHIBIT "C"
T.C.C.D. 1999034469
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 0.37 ACRES
EXHIBIT "D" - EASEMENT TRACT
T.C.C.D. 1999034469
O.P.R.T.C.T.
L.C.R.A. INUNDATION EASEMENT
VOLUME 609, PAGE 211
D.R.T.C.T.

DAVID L. BOTTOM
CALLED 1.648 ACRES
T.C.C.D. 1999006488
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 4.526 ACRES
EXHIBIT "B"
T.C.C.D. 1999034469
O.P.R.T.C.T.

| LINE TABLE | | |
|------------|-----------------|--------|
| LINE | DIRECTION | LENGTH |
| L-1 | N 27° 35' 05" E | 66.25' |
| L-2 | N 69° 47' 15" E | 68.59' |
| L-3 | S 27° 35' 05" W | 67.00' |
| L-4 | N 61° 33' 54" W | 50.01' |
| L-5 | S 69° 47' 15" W | 36.53' |
| L-6 | S 61° 33' 54" E | 0.61' |

| CURVE TABLE | | | | |
|-------------|--------|----------|----------|--------------------------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD |
| C-1 | 94.32' | 1175.00' | 4°35'58" | N 25° 17' 06" E - 94.30' |
| C-2 | 98.34' | 1225.00' | 4°35'58" | S 25° 17' 06" W - 98.31' |

SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 27, 2017

RELEASE DATE: JANUARY 18, 2018

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

50' WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

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

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EXHIBIT

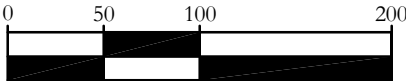
OF A 50 FOOT WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



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



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



GRAPHIC SCALE IN FEET

PLAT NO. A1-1373 PROJ. NO. 3-00619 DRAFTED 01/09/18
TAB NA F/N NO. 106 FB/PG 3-4/19 DRAWN BY JBW
DWG. NAME 3-00619ESMT-PARCEL 106 - MAP CHK'D 01/09/18
ATTWOOD.DWG

EXHIBIT "E"

Brushy Creek
Regional Utility Authority

Monitory Well No. 2 Easement
Rusk Transportation Survey
Abstract No. 81

METES & BOUNDS DESCRIPTION OF A TRACT CONTAINING 25 SQUARE FEET OF LAND LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT No. 81, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF LOT 6, LAKE TRAVIS SUBDIVISION No. 6 RECORDED IN VOLUME 4, PAGE 157 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.). SAID 25 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found (with plastic cap stamped "CS LTD") (N=10,138,998.24; E=3,058,186.73) marking the northwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition as recorded under C.F. No. 200600049 of the Official Records of Travis County, Texas;

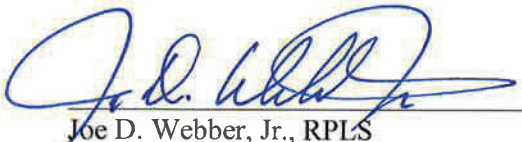
THENCE, S 84°51'01" W, a distance of 321.21 feet to a calculated marking the **POINT OF BEGINNING** and northeasterly corner of the herein described tract (N=10,138,969.40; E=3,057,866.81), from which a 1/2-inch iron rod found marking the southwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition bears S 60°09'23" E, 409.84 feet;

THENCE, South, a distance of 5.00 feet to a calculated point marking the southeasterly corner of the herein described tract;

THENCE, West, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

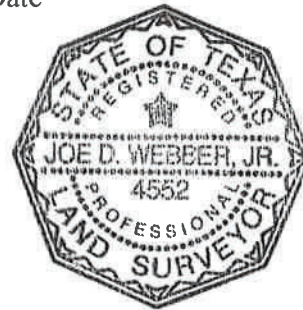
THENCE, North, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

THENCE, East, a distance of 5.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 25 Square Feet of land, more or less.

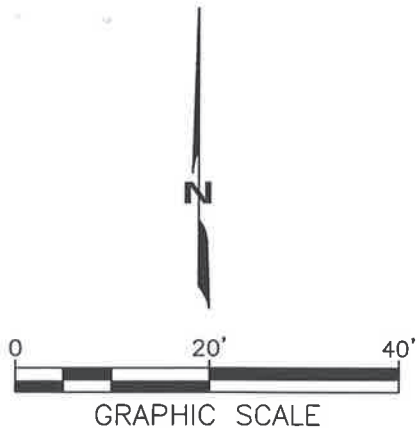


Joe D. Webber, Jr., RPLS
Texas Registration No. 4552
Project Manager / Senior Staff
Surveying And Mapping, LLC (SAM)

12-11-2015
Date

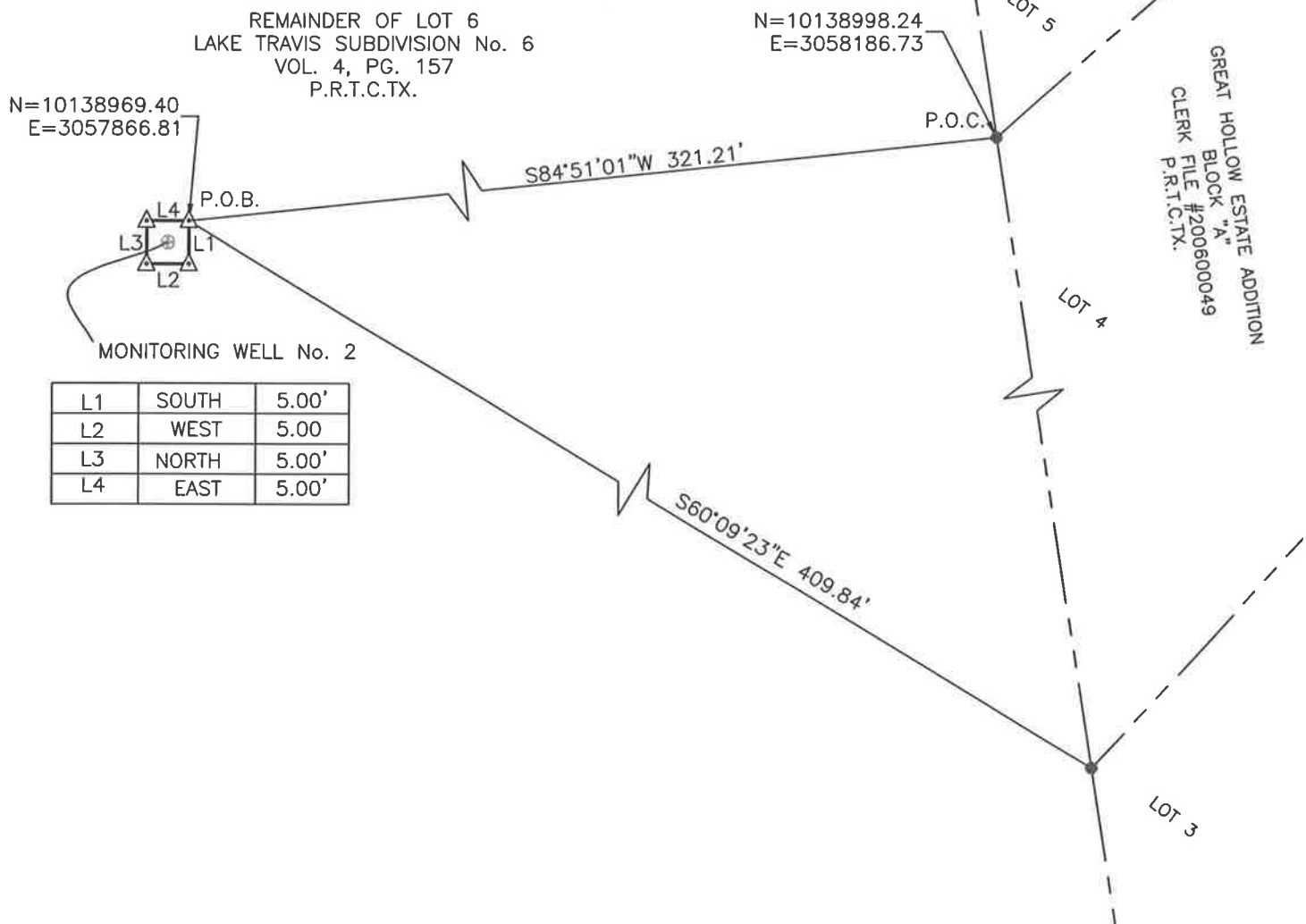


25 SQUARE FOOT EASEMENT
RUSK TRANSPORTATION SURVEY
ABSTRACT NO. 81
TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" CAPPED IRON ROD FOUND "CS LTD"
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



REVIEWED BY:

JOB NUMBER: 1014035187
DATE: 12-11-2015
SCALE: 1"=20'
SURVEYOR: J. WEBBER
TECHNICIAN: M. MARKHAM
DRAWING: 35187 EASEMENTS
TRACT ID: WELL No. 2
PARTY CHIEF: B. ROY
FIELD BOOKS:

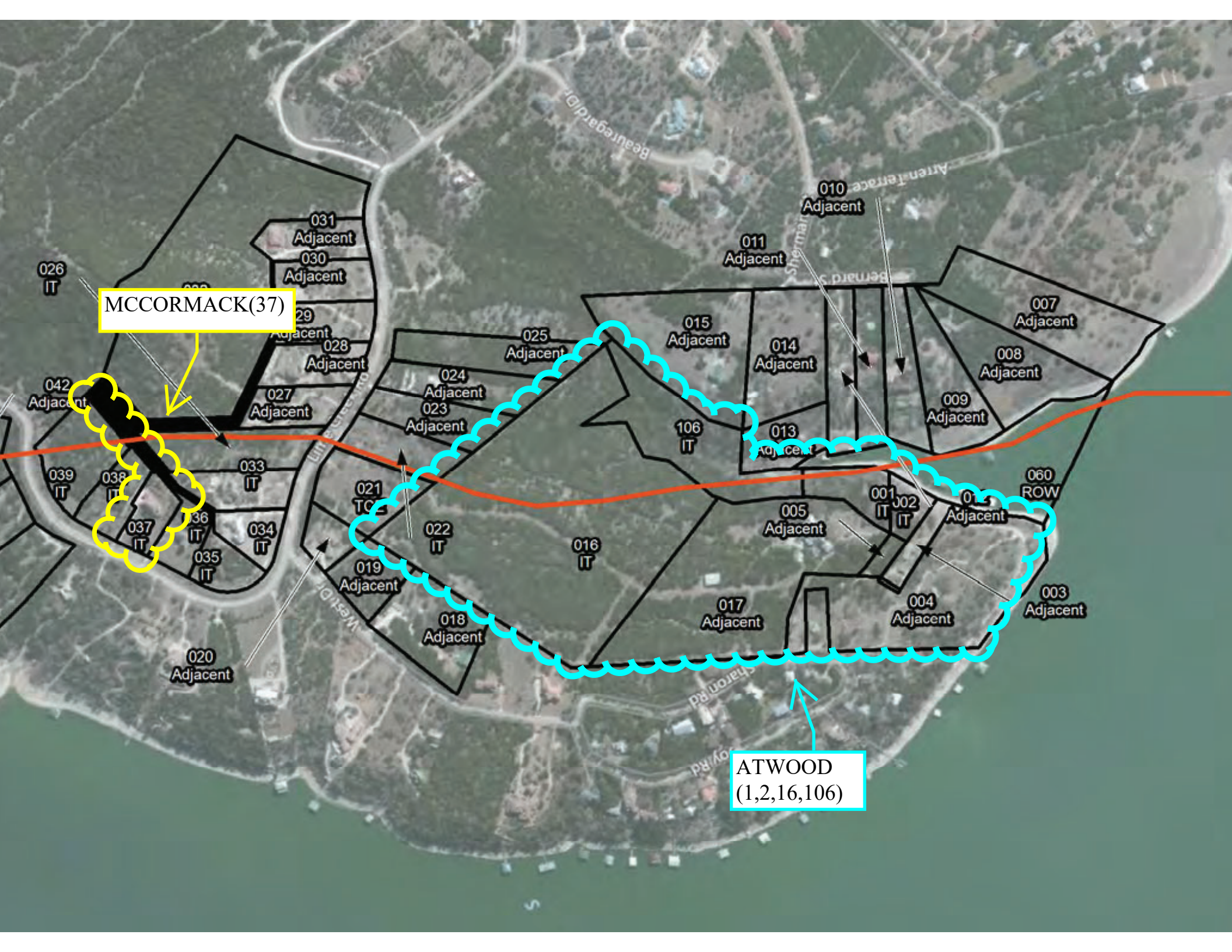


4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: BRUSHY CREEK
REGIONAL UTILITY AUTHORITY

SHEET 2
OF 2



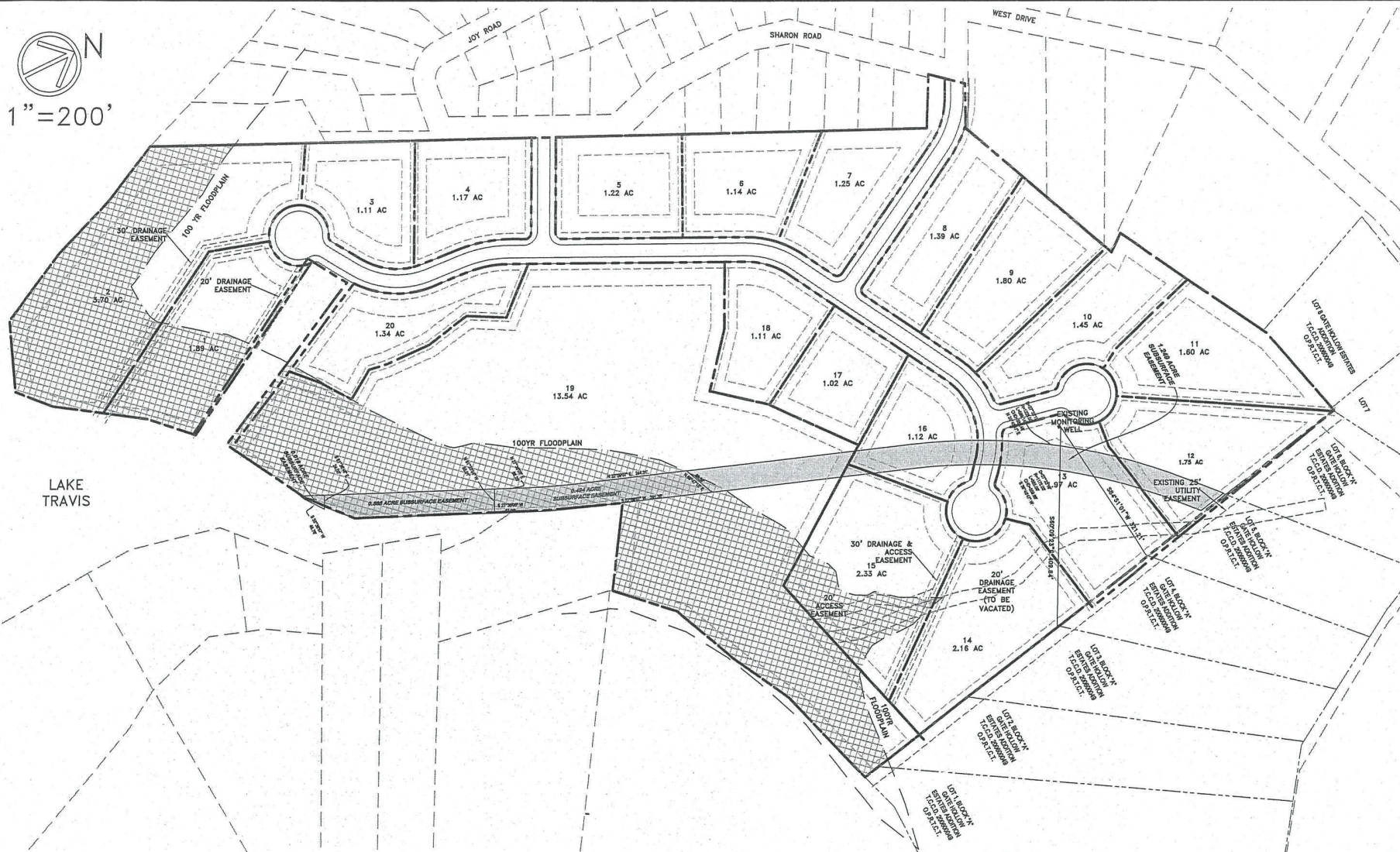
MCCORMACK(37)

ATWOOD
(1,2,16,106)

ATTWOOD



1"=200'



10.21 ACRES IN FLOODPLAIN



2.149 TOTAL ACRES
(93,607 SF) EASEMENTS
.894 ACRES (38,943sf) IN
ACQUISITION

EXHIBIT: B
47.96 ACRES



SITE SPECIFICS

700 North Lamar, Suite 200A
Austin, Texas 78705
Phone: 512-472-6232
Fax: 512-472-2224

ATTWOOD
VOLANTE TEXAS
Area of Acquisition

REVISIONS

DATE 5/29/18

FILE NAME VOL.DWG

JOB NO.

DESIGN BAC/ren

DRAWN JWI

SHEET

3 OF 3





City of Round Rock

Agenda Item Summary

Agenda Number: H.12

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire a subsurface raw water line easement in and under approximately 0.012 acres of land owned by Scott E. McCormack and Gemma A. McCormack for the construction of Brushy Creek Regional Utility Authority (BCRUA) raw water line utility improvements, and take other appropriate action (Parcel 37).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2019-0234

The City's original appraised value (2.27.19) was in the amount of \$153, although a project wide minimum purchase amount of \$5,000 was made with the initial offer, which was not accepted. The owner has not responded to additional inquiries from the r.o.w. negotiating team.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a subsurface raw water line easement to the

following parcel of land for the construction of raw water line utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.012 acre tract of land from property owned by Scott E. McCormack and Gemma A. McCormack, as described in Exhibit A of the resolution.”

RESOLUTION NO. R-2019-0234

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of a subsurface raw water line easement in and under approximately 0.012 acre (Parcel 37) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by **SCOTT E. MCCORMACK and GEMMA A. MCCORMACK** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of a raw water line transmission line and related facilities, as a part of the improvements to the Project, at such subsurface locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend under and will cross, run through below the surface of the herein described real Property; and

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

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

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

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

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

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

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"



0.012 ACRE (532 SQUARE FEET)
SUBSURFACE EASEMENT
LOCATED IN LOT 3, OF VOLENTE PEAK, PHASE ONE,
IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 0.012 ACRE (532 SQUARE FEET) STRIP OF LAND LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 3, OF VOLENTE PEAK, PHASE ONE, PLAT OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 200800208 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND DESCRIBED IN TRACT II, IN A DEED TO JOSEPH P. DORSEY AND WIFE, CLAUDIA RUTKOWSKI, OF RECORD IN T.C.C.D. 2007222255 OF THE O.P.R.T.C.T. SAID 0.012 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE COMMON LINE BETWEEN SAID LOT 3 AND LOT 2 OF SAID VOLENTE PEAK, PHASE ONE, AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2+IRON ROD WITH CAP STAMPED %CHAPARRAL 4995+FOUND MARKING AN INTERIOR ELL CORNER OF SAID LOT 3 AND THE SOUTHWEST CORNER OF SAID LOT 2 BEARS S 80°31'28"W . 146.13q AND ANOTHER 1/2+IRON ROD WITH CAP STAMPED %CHAPARRAL 4995+FOUND MARKING AN INTERIOR ELL CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF LOT 1, OF SAID VOLENTE PEAK, PHASE ONE BEARS N 15°01'03+W . 10.98q

THENCE N 80°31'28" E – 59.35' WITH THE COMMON LINE OF SAID LOT 3 AND LOT 2, OF SAID VOLENTE PEAK PHASE ONE, TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE WITH A CURVE TO THE RIGHT, **AN ARC LENGTH OF 10.63'**, HAVING A RADIUS OF 1225.00q A CENTRAL ANGLE OF 0°29'50+ AND A CHORD WHICH BEARS S 22°36'48+W . 10.63q TO A POINT IN THE SOUTH LINE OF SAID LOT 3, AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2+IRON ROD WITH CAP STAMPED %CHAPARRAL 4995+FOUND MARKING THE NORTHWEST CORNER OF LOT 14, OF SAID VOLENTE PEAK, PHASE ONE BEARS S 05°26'48+E . 100.65q

THENCE S 80°39'55" W – 59.59' WITH THE COMMON LINE OF SAID LOT 3 AND LOT 4 OF SAID VOLENTE PEAK, PHASE ONE, TO A POINT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2+IRON ROD WITH CAP STAMPED %CHAPARRAL 4995+FOUND MARKING THE NORTHWEST CORNER OF LOT 8, OF SAID VOLENTE PEAK, PHASE ONE BEARS S 25°36'09+W . 48.89q AND S 80°39'55+W . 152.40q

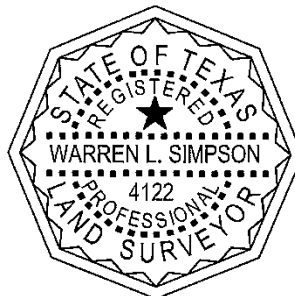
THENCE WITH A CURVE TO THE LEFT, **AN ARC LENGTH OF 10.64'** HAVING A RADIUS OF 1175.00q A CENTRAL ANGLE OF 0°31'08+ AND A CHORD WHICH BEARS N 24°09'04+E . 10.64q RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.012 ACRE OF LAND.

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

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

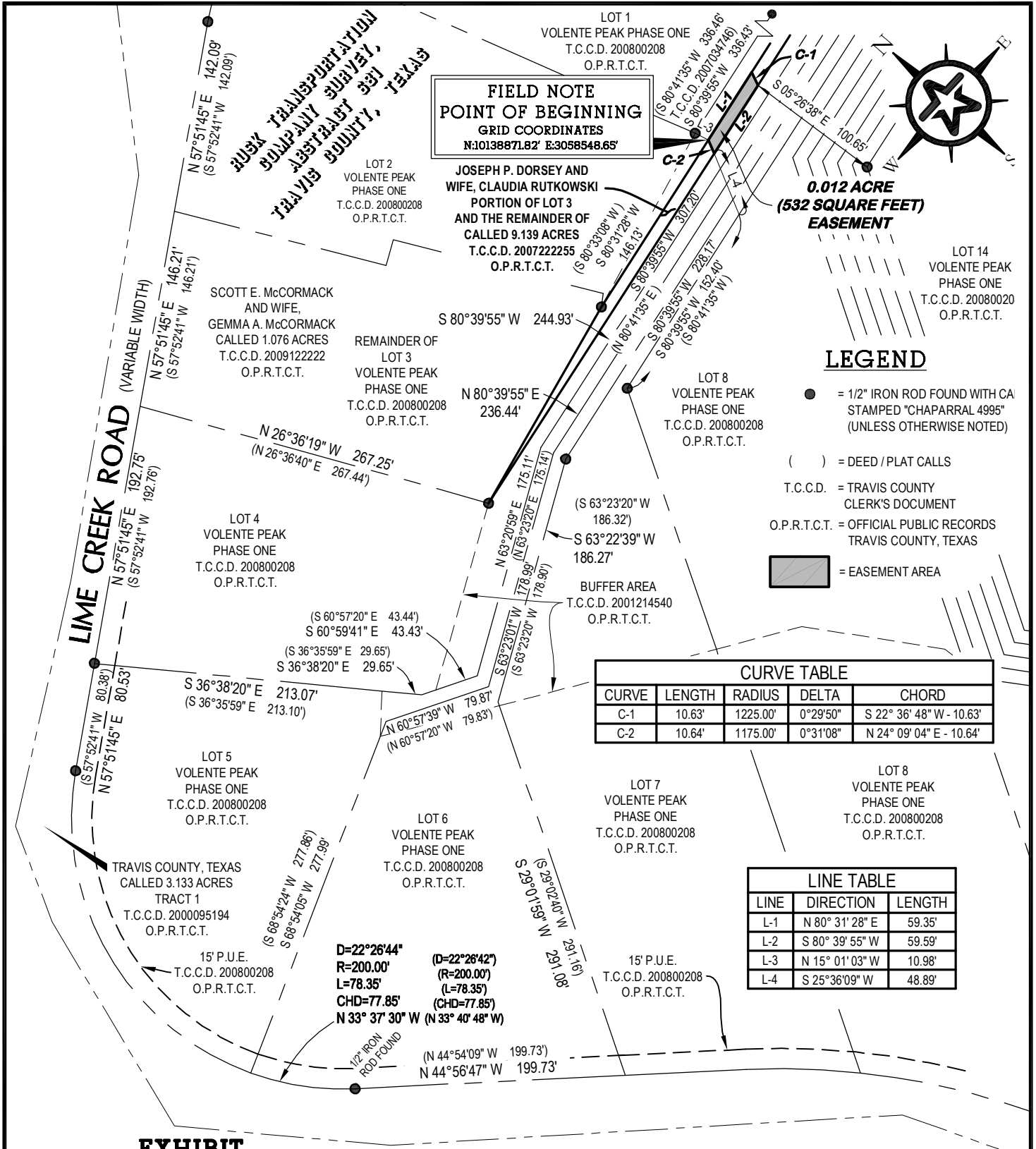
SURVEYED: SEPTEMBER 28, 2017
RELEASED: AUGUST 23, 2018

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



PROJ NO. 3-00619
PLAT NO. A3-144
FIELD NOTE NO. 037
MAP CHECKED: 5/3/2018-WLS

BCRUA 037
JOSEPH P. DORSEY AND WIFE, CLAUDIA RUTKOWSKI



EXHIBIT

OF A 0.012 ACRE (532 SQUARE FEET) SUBSURFACE EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 3, OF VOLENTE PEAK, PHASE ONE, PLAT OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 200800208 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND A PORTION OF A CALLED 9.139 ACRE TRACT DESCRIBED IN TRACT II, IN DEED TO JOSEPH P. DORSEY AND WIFE, CLAUDIA RUTKOWSKI, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 200722255 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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

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SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 28, 2017
RELEASE DATE: AUGUST 23, 2018

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

0.012 ACRE (532 SQUARE FEET) SUBSURFACE EASEMENT LOCATED IN LOT 3, OF VOLENTE PEAK, PHASE ONE, IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, TRAVIS COUNTY, TEXAS.



SURVEYOR'S NOTES CONTINUED:

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

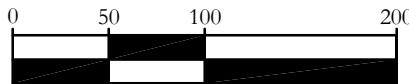
THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

THE DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO COMPUTE GRID VALUES MULTIPLY SURFACE DISTANCE BY AVERAGE COMBINED SCALE FACTOR OF 0.9998700169. (SURF X CSF = GRID)



Walker Partners
engineers ★ surveyors

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

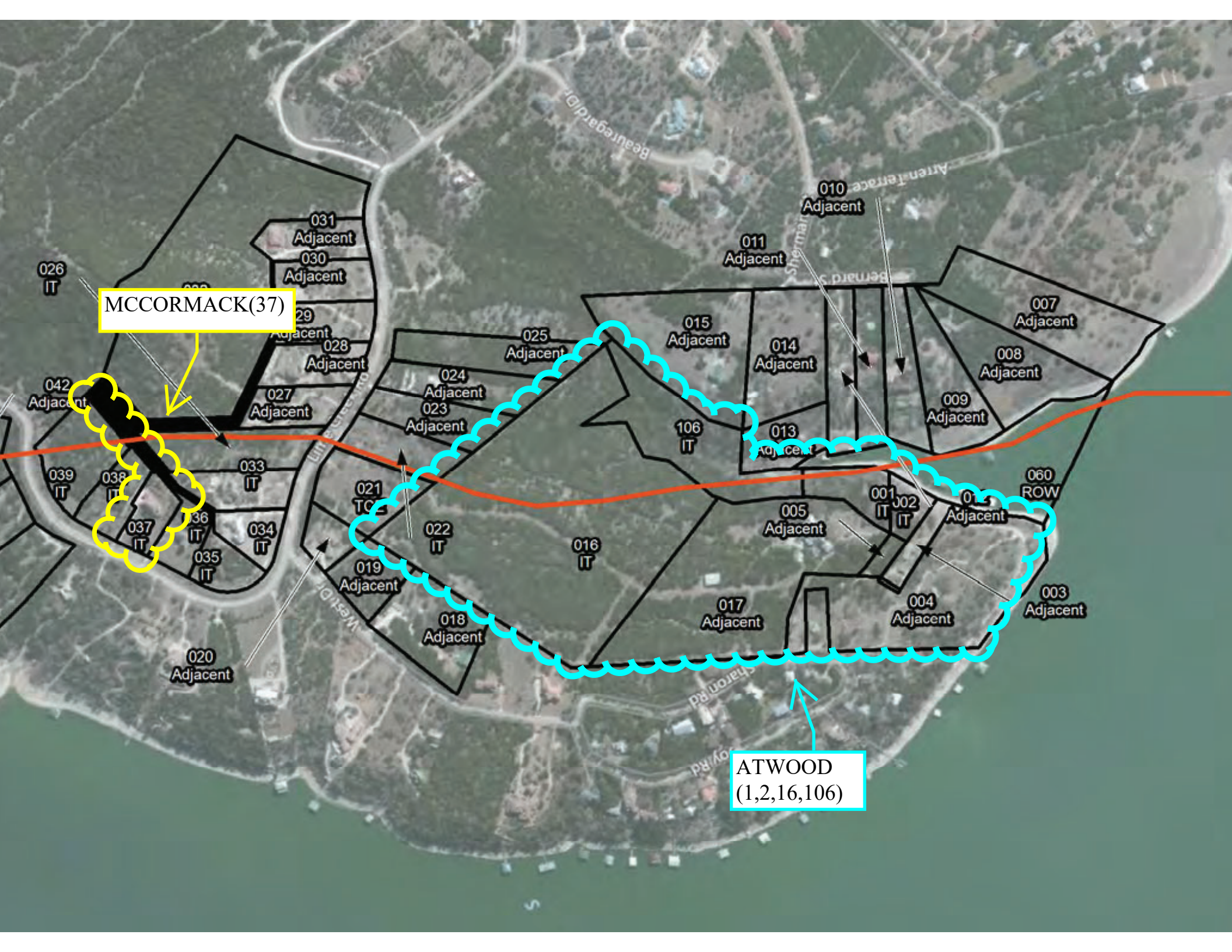


GRAPHIC SCALE IN FEET

PLAT NO. A3-1447 PROJ. NO. 3-00619 DRAFTED 05/03/18

TAB EXH F/N NO. 037 FB/PG 3-4/21 DRAWN BY WLS

DWG. NAME 3-00619ESMT-PARCEL 037 - DORSEY.DWG MAP CHK'D 05/03/18



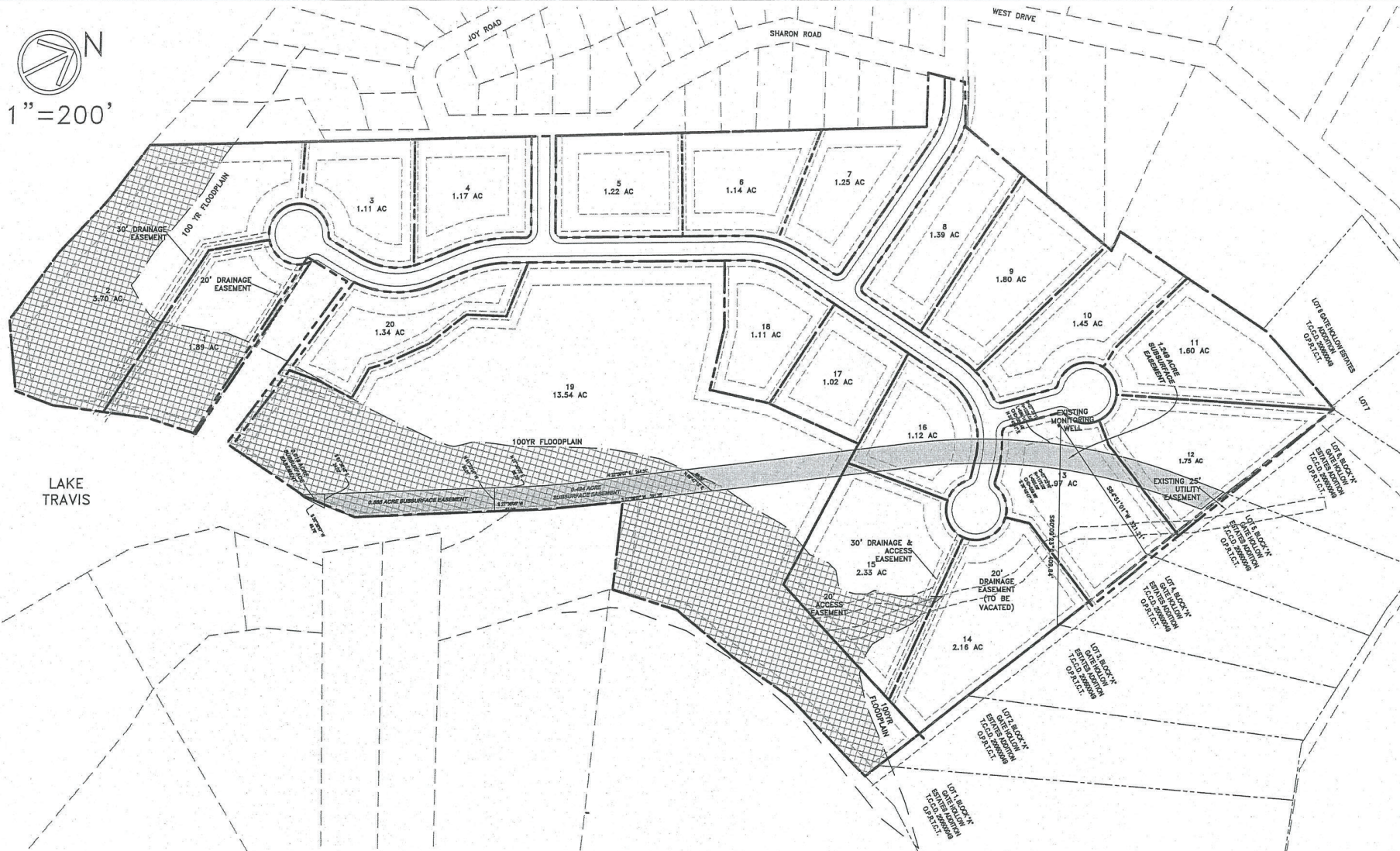
MCCORMACK(37)

ATWOOD
(1,2,16,106)

ATTWOOD



1"=200'



10.21 ACRES IN FLOODPLAIN



2.149 TOTAL ACRES
(93,607 SF) EASEMENTS
.894 ACRES (38,943sf) IN
ACQUISITION

EXHIBIT: B
47.96 ACRES



SITE SPECIFICS

700 North Lamar, Suite 200A
Austin, Texas 78705
Phone: 512-472-6232
Fax: 512-472-2224

ATTWOOD
VOLANTE TEXAS
Area of Acquisition

REVISIONS

DATE 5/29/18

FILE NAME VOL.DWG

JOB NO.

DESIGN BAC/ren

DRAWN JWI

SHEET

3 OF 3





City of Round Rock

Agenda Item Summary

Agenda Number: H.13

Title: Consider a resolution authorizing the Mayor to execute a Contract with T. Morales Co. Electric & Controls Ltd. for the Water Treatment Plant & Lake Georgetown Pump & Power Modifications Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$6,233,999.94

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Bid Award Recommendation, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0235

The Water Treatment Plant & Lake Georgetown Pump & Power Modification Project includes work at both the Water Treatment Plant (WTP) High Service Pump Station and the Lake Georgetown Raw Water Pump Station. Most of the electrical equipment at the pump stations has reached the end of its design life and is no longer supported by the manufacturer. The goal of this project is to replace the obsolete electrical equipment at the pump stations, add an automatic transfer switch to the existing generators at each site and various electrical improvements.

At the WTP High Service Pump Station, the work includes demolition of the existing generator distribution panel and related underground ductbanks, and installation of a new electrical building, ductbanks and automatic transfer switch for the generator. At the Raw Water Pump Station, the work includes demolition of 2400V switchgear, variable frequency drives (VFD's), and motor starters, and installation of new switchgear, VFD's, and motor control centers for the nine raw water pumps. It also includes the demolition of the existing motor junction boxes at the raw water intake and the installation of new rack mounted junction boxes above the vaults to help eliminate being submerged when the lake floods.

On May 16, 2019, the City received two bids for this project. T. Morales Company was the low bidder with a bid of \$6,233,999.94, which was below the Engineer's estimated construction cost. City Utility Staff recommends awarding this construction contract to T. Morales Company.

Cost: \$6,233,999.94

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2019-0235

WHEREAS, the City of Round Rock has duly advertised for bids for the Water Treatment Plant & Lake Georgetown Pump & Power Modifications Project; and

WHEREAS, T. Morales Co. Electric & Controls Ltd. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of T. Morales Co. Electric & Controls Ltd., 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 T. Morales Co. Electric & Controls Ltd. for the Water Treatment Plant & Lake Georgetown Pump & Power Modifications 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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Utilities & Environmental Services

2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 5/17/2019

BID TABULATION

SHEET: 1 of 3

| | | | | |
|--|--|---------------------------------|---------------------------------|---------------------------------|
| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | T. Morales Co. Electric & Controls Ltd. | Grimsley Electric Inc. | | |
| LOCATION : 2008 Enterprise Drive | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes |
| DATE: 5/16/2019 | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes |
| | Bid Bond? Yes | Bid Bond? Yes | Bid Bond? | Bid Bond? |

BASE BID

| ITEM # | ITEM DESCRIPTION | APPROX. QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
|--------|---------------------------------------|--------------|------|----------------|----------------|----------------|----------------|------------|--------|------------|--------|
| 1 | Mobilization | 1 | LS | \$129,000.00 | \$129,000.00 | \$150,000.00 | \$150,000.00 | | \$0.00 | | \$0.00 |
| 2 | Demobilization | 1 | LS | \$10,000.00 | \$10,000.00 | \$100,000.00 | \$100,000.00 | | \$0.00 | | \$0.00 |
| 3 | O&M Manuals | 1 | LS | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 | | \$0.00 | | \$0.00 |
| 4 | WTP HSPPS 7-11 Electrical Building | 1 | LS | \$1,177,000.00 | \$1,177,000.00 | \$1,344,000.00 | \$1,344,000.00 | | \$0.00 | | \$0.00 |
| 5 | Civil Work for Electrical Building | 1 | LS | \$310,000.00 | \$310,000.00 | \$348,000.00 | \$348,000.00 | | \$0.00 | | \$0.00 |
| 6 | Elec. & Controls for Elec. Building | 1 | LS | \$959,000.00 | \$959,000.00 | \$1,352,000.00 | \$1,352,000.00 | | \$0.00 | | \$0.00 |
| 7 | Inst. & Controls for Elec. Building | 1 | LS | \$36,000.00 | \$36,000.00 | \$50,000.00 | \$50,000.00 | | \$0.00 | | \$0.00 |
| 8 | Elec. at RWPS Bld. #1 | 1 | LS | \$16,000.00 | \$16,000.00 | \$31,000.00 | \$31,000.00 | | \$0.00 | | \$0.00 |
| 9 | RTU at RWPS Bld. #1 | 1 | LS | \$26,000.00 | \$26,000.00 | \$21,000.00 | \$21,000.00 | | \$0.00 | | \$0.00 |
| 10 | Switchgear lineup at RWPS Bld. #1 | 1 | LS | \$189,000.00 | \$189,000.00 | \$235,000.00 | \$235,000.00 | | \$0.00 | | \$0.00 |
| 11 | Ductbanks at RWPS Bld. #1 | 1 | LS | \$337,000.00 | \$337,000.00 | \$430,000.00 | \$430,000.00 | | \$0.00 | | \$0.00 |
| 12 | Inst. & Ctrls. for Switchgear Bld. #1 | 1 | LS | \$1,000.00 | \$1,000.00 | \$26,000.00 | \$26,000.00 | | \$0.00 | | \$0.00 |
| 13 | Demo. Exist. SG VFD's at Bld. #2 | 1 | LS | \$16,000.00 | \$16,000.00 | \$30,000.00 | \$30,000.00 | | \$0.00 | | \$0.00 |

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

BIDS EXTENDED AND CHECKED

BY : JLR
 DATE : 5/17/2019

BID TABULATION CONT.

SHEET: 2 of 3

| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | | | | T. Morales Co. Electric & Controls Ltd. | | Grimsley Electric Inc. | | | | | |
|---|---------------------------------------|----|------|---|--------------|--------------------------|--------------|-----------------------------------|--------|-----------------------------------|--------|
| LOCATION : 2008 Enterprise Drive | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? Addendum(s)? | | Statement of Safety? Addendum(s)? | |
| DATE: 5/16/2019 | | | | Addendum(s)? Yes | | Addendum(s)? Yes | | Bid Bond? | | Bid Bond? | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | | | | |
| 14 | Demo. Inst. & Controls for Bld. #2 | 1 | LS | \$1,000.00 | \$1,000.00 | \$22,000.00 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 15 | Switchgear Sections RWPS Bld. #2 | 1 | LS | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | | \$0.00 | | \$0.00 |
| 16 | VFD'S at RWPS Bld. #2 | 3 | EA | \$230,000.00 | \$690,000.00 | \$270,000.00 | \$810,000.00 | | \$0.00 | | \$0.00 |
| 17 | Installation of VFD's at Bld. #2 | 1 | LS | \$62,000.00 | \$62,000.00 | \$205,000.00 | \$205,000.00 | | \$0.00 | | \$0.00 |
| 18 | Inst. & Ctrls. for Switchgear Bld. #2 | 1 | LS | \$2,000.00 | \$2,000.00 | \$35,000.00 | \$35,000.00 | | \$0.00 | | \$0.00 |
| 19 | Elec. Dist. for VFD's Bld. #2 | 3 | EA | \$10,000.00 | \$30,000.00 | \$7,333.33 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 20 | Inst. & Ctrls. for VFD's Bld. #2 | 3 | EA | \$3,000.00 | \$9,000.00 | \$833.33 | \$25,000.00 | | \$0.00 | | \$0.00 |
| 21 | MCC RWPS Bld. #3 | 1 | LS | \$233,000.00 | \$233,000.00 | \$241,000.00 | \$241,000.00 | | \$0.00 | | \$0.00 |
| 22 | Elec. Dist. for MCC Bld. #3 | 1 | LS | \$298,000.00 | \$298,000.00 | \$398,000.00 | \$398,000.00 | | \$0.00 | | \$0.00 |
| 23 | Inst. & Ctrls. For MCC Bld. #3 | 1 | LS | \$31,000.00 | \$31,000.00 | \$22,000.00 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 24 | Junction Boxes at Intake | 9 | EA | \$29,666.66 | \$266,999.94 | \$32,888.88 | \$296,000.00 | | \$0.00 | | \$0.00 |
| 25 | Flowmeters at Meter Vault | 2 | EA | \$20,000.00 | \$40,000.00 | \$13,000.00 | \$26,000.00 | | \$0.00 | | \$0.00 |
| 26 | PLC Spare Parts | 10 | Sets | \$27,700.00 | \$277,000.00 | \$17,800.00 | \$178,000.00 | | \$0.00 | | \$0.00 |
| TOTAL BASE BID: | | | | \$5,222,999.94 | | \$6,477,000.00 | | \$0.00 | | \$0.00 | |

Unit prices in red (\$XX.XX) indicate incorrect unit price entered by bidder.

Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

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

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 5/17/2019

BID TABULATION CONT.

SHEET: 3 of 3

| | | | | |
|--|--|---------------------------------|---------------------------------|---------------------------------|
| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | T. Morales Co. Electric & Controls Ltd. | Grimsley Electric Inc. | | |
| LOCATION : 2008 Enterprise Drive | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes |
| DATE: 5/16/2019 | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes |
| | Bid Bond? Yes | Bid Bond? Yes | Bid Bond? | Bid Bond? |

ADD ALTERNATE NO.1

| ITEM # | ITEM DESCRIPTION | APPROX. QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
|----------------------------------|-------------------------------|--------------|------|--------------------|-------------|--------------------|-------------|---------------|--------|---------------|--------|
| AA1-1 | Witness Factory Testing VFD's | 1 | LS | \$21,000.00 | \$21,000.00 | \$40,000.00 | \$40,000.00 | | \$0.00 | | \$0.00 |
| TOTAL ADD ALTERNATE NO.1: | | | | \$21,000.00 | | \$40,000.00 | | \$0.00 | | \$0.00 | |

ADD ALTERNATE NO.2

| | | | | | | | | | | | |
|----------------------------------|------------------------------|------|----|---------------------|--------------|---------------------|--------------|---------------|--------|---------------|--------|
| AA2-1 | Electrical Cable Pumps 1,2,3 | 3000 | Ft | \$168.00 | \$504,000.00 | \$126.66 | \$379,980.00 | | \$0.00 | | \$0.00 |
| AA2-2 | Electrical Cable Pumps 4,5,6 | 3000 | Ft | \$81.00 | \$243,000.00 | \$61.66 | \$184,980.00 | | \$0.00 | | \$0.00 |
| AA2-3 | Electrical Cable Pumps 7,8,9 | 3000 | Ft | \$81.00 | \$243,000.00 | \$61.66 | \$184,980.00 | | \$0.00 | | \$0.00 |
| TOTAL ADD ALTERNATE NO.2: | | | | \$990,000.00 | | \$749,940.00 | | \$0.00 | | \$0.00 | |

| | | | | |
|-----------------------|-----------------------|-----------------------|---------------|---------------|
| TOTAL BASE BID | \$5,222,999.94 | \$6,477,000.00 | \$0.00 | \$0.00 |
|-----------------------|-----------------------|-----------------------|---------------|---------------|

| | | | | |
|---|-----------------------|-----------------------|---------------|---------------|
| TOTAL BASE BID + ADD ALTERNATE NO.1: | \$5,243,999.94 | \$6,517,000.00 | \$0.00 | \$0.00 |
|---|-----------------------|-----------------------|---------------|---------------|

| | | | | |
|---|-----------------------|-----------------------|---------------|---------------|
| TOTAL BASE BID + ADD ALTERNATE NO.2: | \$6,212,999.94 | \$7,226,940.00 | \$0.00 | \$0.00 |
|---|-----------------------|-----------------------|---------------|---------------|

| | | | | |
|---|-----------------------|-----------------------|---------------|---------------|
| TOTAL BASE BID + ADD ALT. NO. 1 & 2: | \$6,233,999.94 | \$7,266,940.00 | \$0.00 | \$0.00 |
|---|-----------------------|-----------------------|---------------|---------------|

Unit prices in red (\$XX.XX) indicate incorrect unit price entered by bidder.
 Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.



Gupta & Associates, Inc.

consulting engineers

TBPE Reg. #F-2593

13717 Neutron Road

Dallas, Texas 75244

Tel: 972-490-7661

23 May 2019

City of Round Rock, Texas
2008 Enterprise Drive
Round Rock, Texas 78664
Attn: Jeff Bell

Re: WTP & Lake Georgetown Pump & Power Modifications Project
Award Recommendation

Dear Mr. Bell:

Two competitive, sealed bids were received at the City's Office in Round Rock, Texas on Thursday, 16 May 2019 for the above referenced project. They were opened and publicly read. The bids were as follows:

| Contractor | Total Base Bid | Total Alternate Bids | Total Bid |
|---|----------------|----------------------|----------------|
| T. Morales Co. Electric & Controls Ltd. | \$5,222,999.94 | \$1,011,000 | \$6,233,999.94 |
| Grimsley Electric, Inc. | \$6,477,000.00 | \$789,940.00 | \$7,266,940.00 |

Both bidders submitted compliant bids. T. Morales Co. has done work for the City of Round Rock in the past of similar size and complexity. Experience from working with T. Morales in the past is that the City has no reservation to use them again. It is our opinion that T. Morales is qualified to perform the required work based on their previous experience with other similar scale projects and their experience with the City.

There were two additive alternate items included with the bid. The total of the base bid plus additive alternates is within the budget established for this project.

Based on the above details, we recommend awarding the contract to T. Morales Co. Electric & Controls Ltd in the amount of \$6,233,999.94

If there are any questions, or if you require additional information, please do not hesitate to contact us. We look forward to working with you on this project as we move into the construction phase.

Regards,

George Luke, P.E.

Gupta & Associates, Inc.

cc: Moti Aggarwal, P.E.
V. K. Gupta, P.E.

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

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 5/17/2019

BID TABULATION

SHEET: 1 of 3

| | | | | |
|--|--|---------------------------------|---------------------------------|---------------------------------|
| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | T. Morales Co. Electric & Controls Ltd. | Grimsley Electric Inc. | | |
| LOCATION : 2008 Enterprise Drive | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes | Statement of Safety? Yes |
| DATE: 5/16/2019 | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes | Addendum(s)? Yes |
| | Bid Bond? Yes | Bid Bond? Yes | Bid Bond? | Bid Bond? |

BASE BID

| ITEM # | ITEM DESCRIPTION | APPROX. QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
|--------|---------------------------------------|--------------|------|----------------|----------------|----------------|----------------|------------|--------|------------|--------|
| 1 | Mobilization | 1 | LS | \$129,000.00 | \$129,000.00 | \$150,000.00 | \$150,000.00 | | \$0.00 | | \$0.00 |
| 2 | Demobilization | 1 | LS | \$10,000.00 | \$10,000.00 | \$100,000.00 | \$100,000.00 | | \$0.00 | | \$0.00 |
| 3 | O&M Manuals | 1 | LS | \$2,000.00 | \$2,000.00 | \$5,000.00 | \$5,000.00 | | \$0.00 | | \$0.00 |
| 4 | WTP HSPPS 7-11 Electrical Building | 1 | LS | \$1,177,000.00 | \$1,177,000.00 | \$1,344,000.00 | \$1,344,000.00 | | \$0.00 | | \$0.00 |
| 5 | Civil Work for Electrical Building | 1 | LS | \$310,000.00 | \$310,000.00 | \$348,000.00 | \$348,000.00 | | \$0.00 | | \$0.00 |
| 6 | Elec. & Controls for Elec. Building | 1 | LS | \$959,000.00 | \$959,000.00 | \$1,352,000.00 | \$1,352,000.00 | | \$0.00 | | \$0.00 |
| 7 | Inst. & Controls for Elec. Building | 1 | LS | \$36,000.00 | \$36,000.00 | \$50,000.00 | \$50,000.00 | | \$0.00 | | \$0.00 |
| 8 | Elec. at RWPS Bld. #1 | 1 | LS | \$16,000.00 | \$16,000.00 | \$31,000.00 | \$31,000.00 | | \$0.00 | | \$0.00 |
| 9 | RTU at RWPS Bld. #1 | 1 | LS | \$26,000.00 | \$26,000.00 | \$21,000.00 | \$21,000.00 | | \$0.00 | | \$0.00 |
| 10 | Switchgear lineup at RWPS Bld. #1 | 1 | LS | \$189,000.00 | \$189,000.00 | \$235,000.00 | \$235,000.00 | | \$0.00 | | \$0.00 |
| 11 | Ductbanks at RWPS Bld. #1 | 1 | LS | \$337,000.00 | \$337,000.00 | \$430,000.00 | \$430,000.00 | | \$0.00 | | \$0.00 |
| 12 | Inst. & Ctrls. for Switchgear Bld. #1 | 1 | LS | \$1,000.00 | \$1,000.00 | \$26,000.00 | \$26,000.00 | | \$0.00 | | \$0.00 |
| 13 | Demo. Exist. SG VFD's at Bld. #2 | 1 | LS | \$16,000.00 | \$16,000.00 | \$30,000.00 | \$30,000.00 | | \$0.00 | | \$0.00 |

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

BIDS EXTENDED AND CHECKED

BY : JLR
 DATE : 5/17/2019

BID TABULATION CONT.

SHEET: 2 of 3

| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | | | | T. Morales Co. Electric & Controls Ltd. | | Grimsley Electric Inc. | | | | | |
|---|---------------------------------------|----|------|---|--------------|--------------------------|--------------|----------------------|--------|----------------------|--------|
| LOCATION : 2008 Enterprise Drive | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? | | Statement of Safety? | |
| DATE: 5/16/2019 | | | | Addendum(s)? Yes | | Addendum(s)? Yes | | Addendum(s)? | | Addendum(s)? | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? | | Bid Bond? | |
| 14 | Demo. Inst. & Controls for Bld. #2 | 1 | LS | \$1,000.00 | \$1,000.00 | \$22,000.00 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 15 | Switchgear Sections RWPS Bld. #2 | 1 | LS | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | | \$0.00 | | \$0.00 |
| 16 | VFD'S at RWPS Bld. #2 | 3 | EA | \$230,000.00 | \$690,000.00 | \$270,000.00 | \$810,000.00 | | \$0.00 | | \$0.00 |
| 17 | Installation of VFD's at Bld. #2 | 1 | LS | \$62,000.00 | \$62,000.00 | \$205,000.00 | \$205,000.00 | | \$0.00 | | \$0.00 |
| 18 | Inst. & Ctrls. for Switchgear Bld. #2 | 1 | LS | \$2,000.00 | \$2,000.00 | \$35,000.00 | \$35,000.00 | | \$0.00 | | \$0.00 |
| 19 | Elec. Dist. for VFD's Bld. #2 | 3 | EA | \$10,000.00 | \$30,000.00 | \$7,333.33 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 20 | Inst. & Ctrls. for VFD's Bld. #2 | 3 | EA | \$3,000.00 | \$9,000.00 | \$833.33 | \$25,000.00 | | \$0.00 | | \$0.00 |
| 21 | MCC RWPS Bld. #3 | 1 | LS | \$233,000.00 | \$233,000.00 | \$241,000.00 | \$241,000.00 | | \$0.00 | | \$0.00 |
| 22 | Elec. Dist. for MCC Bld. #3 | 1 | LS | \$298,000.00 | \$298,000.00 | \$398,000.00 | \$398,000.00 | | \$0.00 | | \$0.00 |
| 23 | Inst. & Ctrls. For MCC Bld. #3 | 1 | LS | \$31,000.00 | \$31,000.00 | \$22,000.00 | \$22,000.00 | | \$0.00 | | \$0.00 |
| 24 | Junction Boxes at Intake | 9 | EA | \$29,666.66 | \$266,999.94 | \$32,888.88 | \$296,000.00 | | \$0.00 | | \$0.00 |
| 25 | Flowmeters at Meter Vault | 2 | EA | \$20,000.00 | \$40,000.00 | \$13,000.00 | \$26,000.00 | | \$0.00 | | \$0.00 |
| 26 | PLC Spare Parts | 10 | Sets | \$27,700.00 | \$277,000.00 | \$17,800.00 | \$178,000.00 | | \$0.00 | | \$0.00 |
| TOTAL BASE BID: | | | | \$5,222,999.94 | | \$6,477,000.00 | | \$0.00 | | \$0.00 | |

Unit prices in red (\$XX.XX) indicate incorrect unit price entered by bidder.

Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

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

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 5/17/2019

BID TABULATION CONT.

SHEET: 3 of 3

| | | | | | | | | | | | |
|---|-------------------------------|--------------|------|---|--------------|--------------------------|--------------|----------------------|--------|----------------------|--------|
| CONTRACT : WTP & Lake Georgetown Pump & Power Modifications | | | | T. Morales Co. Electric & Controls Ltd. | | Grimsley Electric Inc. | | | | | |
| LOCATION : 2008 Enterprise Drive | | | | Statement of Safety? Yes | | Statement of Safety? Yes | | Statement of Safety? | | Statement of Safety? | |
| DATE: 5/16/2019 | | | | Addendum(s)? Yes | | Addendum(s)? Yes | | Addendum(s)? | | Addendum(s)? | |
| | | | | Bid Bond? Yes | | Bid Bond? Yes | | Bid Bond? | | Bid Bond? | |
| ADD ALTERNATE NO.1 | | | | | | | | | | | |
| ITEM # | ITEM DESCRIPTION | APPROX. QTY. | UNIT | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| AA1-1 | Witness Factory Testing VFD's | 1 | LS | \$21,000.00 | \$21,000.00 | \$40,000.00 | \$40,000.00 | | \$0.00 | | \$0.00 |
| TOTAL ADD ALTERNATE NO.1: | | | | \$21,000.00 | | \$40,000.00 | | \$0.00 | | \$0.00 | |
| ADD ALTERNATE NO.2 | | | | | | | | | | | |
| AA2-1 | Electrical Cable Pumps 1,2,3 | 3000 | Ft | \$168.00 | \$504,000.00 | \$126.66 | \$379,980.00 | | \$0.00 | | \$0.00 |
| AA2-2 | Electrical Cable Pumps 4,5,6 | 3000 | Ft | \$81.00 | \$243,000.00 | \$61.66 | \$184,980.00 | | \$0.00 | | \$0.00 |
| AA2-3 | Electrical Cable Pumps 7,8,9 | 3000 | Ft | \$81.00 | \$243,000.00 | \$61.66 | \$184,980.00 | | \$0.00 | | \$0.00 |
| TOTAL ADD ALTERNATE NO.2: | | | | \$990,000.00 | | \$749,940.00 | | \$0.00 | | \$0.00 | |
| | | | | | | | | | | | |
| TOTAL BASE BID | | | | \$5,222,999.94 | | \$6,477,000.00 | | \$0.00 | | \$0.00 | |
| | | | | | | | | | | | |
| TOTAL BASE BID + ADD ALTERNATE NO.1: | | | | \$5,243,999.94 | | \$6,517,000.00 | | \$0.00 | | \$0.00 | |
| | | | | | | | | | | | |
| TOTAL BASE BID + ADD ALTERNATE NO.2: | | | | \$6,212,999.94 | | \$7,226,940.00 | | \$0.00 | | \$0.00 | |
| | | | | | | | | | | | |
| TOTAL BASE BID + ADD ALT. NO. 1 & 2: | | | | \$6,233,999.94 | | \$7,266,940.00 | | \$0.00 | | \$0.00 | |

Unit prices in red (\$XX.XX) indicate incorrect unit price entered by bidder.
 Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

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:
2019-492963

Date Filed:
05/20/2019

Date Acknowledged:

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

T. Morales Company Electric & Controls, Ltd
Florence, 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 WTP & Lake GT Pump & Pw
WTP & Lake Georgetown Pump & Power Modifications

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

5 Check only if there is NO Interested Party.



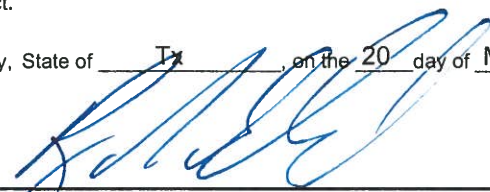
6 UNSWORN DECLARATION

My name is Randy M. Eldridge, and my date of birth is 07-29-63.

My address is P.O. Box 859, Florence, Tx, 76527, 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 Tx, on the 20 day of May, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**RAW WATER INTAKE
LAKE GEORGETOWN**

29

2338

971

35

1460

2243

WATER TREATMENT PLANT

Document Path: C:\Workspaces_gis\Utilities_workspace\MAPS2017\Council\WTP_LKgtown_Pump_PowerMod\WTP_LKgtown_Pump_PowerMod.mxd

Date: 11/20/2017



**WATER TREATMENT PLANT
& LAKE GEORGETOWN
PUMP & POWER MODIFICATIONS**





City of Round Rock

Agenda Item Summary

Agenda Number: H.14

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Georgetown for participation in the City's Household Hazardous Waste Disposal Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2019-0236

The City of Round Rock currently provides a Household Hazardous Waste (HHW) Disposal Program for residents of the City of Round Rock. Residents can properly dispose of hazardous waste during scheduled collection events held on the first Wednesday of each month and during the bi-annual Saturday collection events held in the Spring and Fall. Residents can bring up to 25 gallons and/or 50 pounds of household hazardous materials.

The City of Georgetown's HHW vendor discontinued service on December 22, 2018, resulting in a discontinuation of their HHW program for 2019. This Interlocal Agreement allows the City of Georgetown to participate in the City of Round Rock's HHW Disposal Program with the issuance of up to 50 vouchers per month, for the remainder of 2019. The City of Georgetown is responsible for the distribution of vouchers to their residents. Upon presentation of a valid voucher at the collection event, the City of Round Rock shall dispose of the residents' HHW. The City of Round Rock has the right to refuse any HHW that is presented by a resident of the City of Georgetown that does not have a valid voucher. Vouchers expire on December 31, 2019. The City of Round Rock shall not provide vouchers to individual residents of the City of Georgetown and is not responsible for determining if a resident is entitled to possession of a voucher.

This agreement will expire on December 31, 2019 and can be extended by mutual agreement of both cities.

RESOLUTION NO. R-2019-0236

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with the City of Georgetown regarding household hazardous waste disposal services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement for Participation in the City of Round Rock's Household Hazardous Waste Program with the City of Georgetown, 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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE CITY OF ROUND ROCK'S HOUSEHOLD HAZARDOUS WASTE PROGRAM

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, a home-rule municipal corporation located in Williamson and Travis Counties, Texas, hereinafter called the "**City**" and City of Georgetown a home-rule municipal corporation located in Williamson County, hereinafter called the "**Participating Entity**" and hereinafter collectively referred to as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 791.003(4) of the Texas Government Code and Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 791.011(c)(1) of the Texas Local Government Code authorizes a local government to enter into an agreement with another local government to provide a governmental function or service; and,

WHEREAS, waste disposal is defined as a "governmental function and service" pursuant to Section 791.003(3)(H); and,

WHEREAS, the Participating Entity seeks to encourage residents to efficiently dispose of household hazardous waste, hereinafter called "HHW;" and,

WHEREAS, the City currently provides an HHW Collection Program for residents of the City, including monthly scheduled collection events; and,

WHEREAS, the City and the Participating Entity desire to enter into this Agreement whereby the City will provide HHW disposal services for the Participating Entity as described herein; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I DEFINITIONS

Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases in this Agreement shall have the following meaning:

A. **Household Hazardous Waste (HHW)** means any solid waste generated in a household by a consumer which except for the exclusion provided for and in 40 CFR 261.4(b)(1) would be classified as a hazardous waste under 40 CFR part 261.

B. **Residential Quantity** means no more than the equivalent of twenty-five (25) gallons and/or fifty (50) pounds of household hazardous materials and no container over five (5) gallons in size.

ARTICLE II PURPOSE

The purpose of this Agreement is for the City to provide HHW disposal services to residents of the Participating Entity as set forth herein.

ARTICLE III TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall expire December 31, 2019, unless extended by mutual consent of the Parties.

ARTICLE IV SERVICES

A. The City currently administers HHW collection events for residents of the City. The City agrees to issue up to fifty (50) vouchers per month to the Participating Entity for presentation at a City HHW collection event. Upon presentation of a valid voucher at a City HHW collection event, the City shall dispose of the resident's HHW, provided the requirements set forth below are met.

B. A voucher shall entitle one household to dispose Residential Quantity of HHW. The City has the right to refuse any material that is not HHW or is more than Residential Quantity.

C. The City has the right to refuse any HHW that is presented by a resident of the Participating Entity that does not have a valid voucher. Vouchers expire on December 31st each year. Expired vouchers are not redeemable.

D. The Participating Entity is responsible for distribution of the vouchers to the residents of the Participating Entity in such manner as the Participating Entity determines appropriate. The City shall not provide vouchers to individual residents of the Participating Entity and is not responsible for determining if a resident is entitled to possession of a voucher.

E. The Participating Entity is responsible for requesting vouchers from the City. The Participating Entity shall be issued requested vouchers upon payment to the City in the amount of \$40 per voucher. The Participating Entity shall make its payments from current revenues available to it.

F. The City reserves the right to cancel scheduled collection events due to inclement weather or any other reasons the City determines necessary.

G. The City agrees to employ and retain personnel to provide the services necessary to administer the HHW collection events and agrees to maintain a valid contract with an appropriate facility responsible for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of HHW.

ARTICLE V DESIGNATED REPRESENTATIVE

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

Michael D. Thane, P.E.
City of Round Rock
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

ARTICLE VI TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party.

ARTICLE VII INDEMNIFICATION

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

**ARTICLE VIII
MISCELLANEOUS**

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

Participating Entity:

David Morgan, City Manager
City of Georgetown
P.O. Box 409, 808 Martin Luther King Jr. St
Georgetown, TX 78626

AND TO:

Charlie McNabb, City Attorney
P.O. Box 409, 406 W 8th Street
Georgetown, TX 78626

City:

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

AND TO:

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

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas. All obligations hereunder are performable in Williamson County, Texas and venue for any action concerning this Agreement shall be in Williamson County, Texas.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

EXECUTED on this the _____ day of the month of _____, 2019.

CITY OF ROUND ROCK, TEXAS

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

ATTEST:

By: _____
Sara White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan Sheets, City Attorney

CITY OF GEORGETOWN, TEXAS

By: Dale Ross
Name: Dale Ross
Title: Mayor, City of Georgetown
Date Signed: _____

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: Charlie McNabb
Charlie McNabb, City Attorney



City of Round Rock

Agenda Item Summary

Agenda Number: H.15

Title: Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee (CIAC).

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, CIAC Letter

Department: Utilities and Environmental Services

Text of Legislative File 2019-0237

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the Capital Improvements Plan and impact fees. These items were last updated in November 2015 and went into effect in March 2016.

The Capital Improvements Advisory Committee met on May 15, 2019 to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

RESOLUTION NO. R-2019-0237

WHEREAS, Section 395.058 of the Texas Local Government Code (“the Act”) requires the Capital Improvement Advisory Committee (“CIAC”) to report to the City Council the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee; and

WHEREAS, the CIAC is also required to advise the Council of the need to update the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the CIAC has submitted a Capital Improvement Plan Progress Semi-Annual Report; and

WHEREAS, the City Council has reviewed the attached Capital Improvement Plan Progress Semi-Annual Report and has determined same to be in compliance with the Act, Now Therefore

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

That the Capital Improvement Plan Progress Semi-Annual Report, attached hereto as Exhibit “A” and incorporated herein, is hereby approved.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



City of Round Rock Utilities & Environmental Services Department

**Capital Improvements Plan
Progress
Semi-Annual Report
May 2019**

SUMMARY

The Local Government Code Section 395.058 requires the Capital Improvement Advisory Committee (CIAC) to report to the political subdivision the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. Included herein is the semi-annual report for the reporting period of October 1, 2018 to March 31, 2019. This report includes an updated assessment of the actual growth rate in comparison to the projections and assumptions made in the report; projects completed or initiated during the period; and impact fees collected during the period. These comparisons are used as indicators of the need to update the land use assumptions, capital improvements plan or impact fees.

The local government code also requires the Capital Improvement Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan and impact fees. These items were last updated by the City in November 2015.

Figure 1 represents Ground and Surface water use, along with the number of active water services over the past two years. Although the City continues to grow, the total water production has remained fairly level over the past two years. Part of this reason could be because water usage is dependent on weather patterns; however, the City's conservation and reuse water programs are also affecting the amount of potable water usage by the City. In regard to total permits issued, 2018 was the highest on record since 2006.

Figure 1

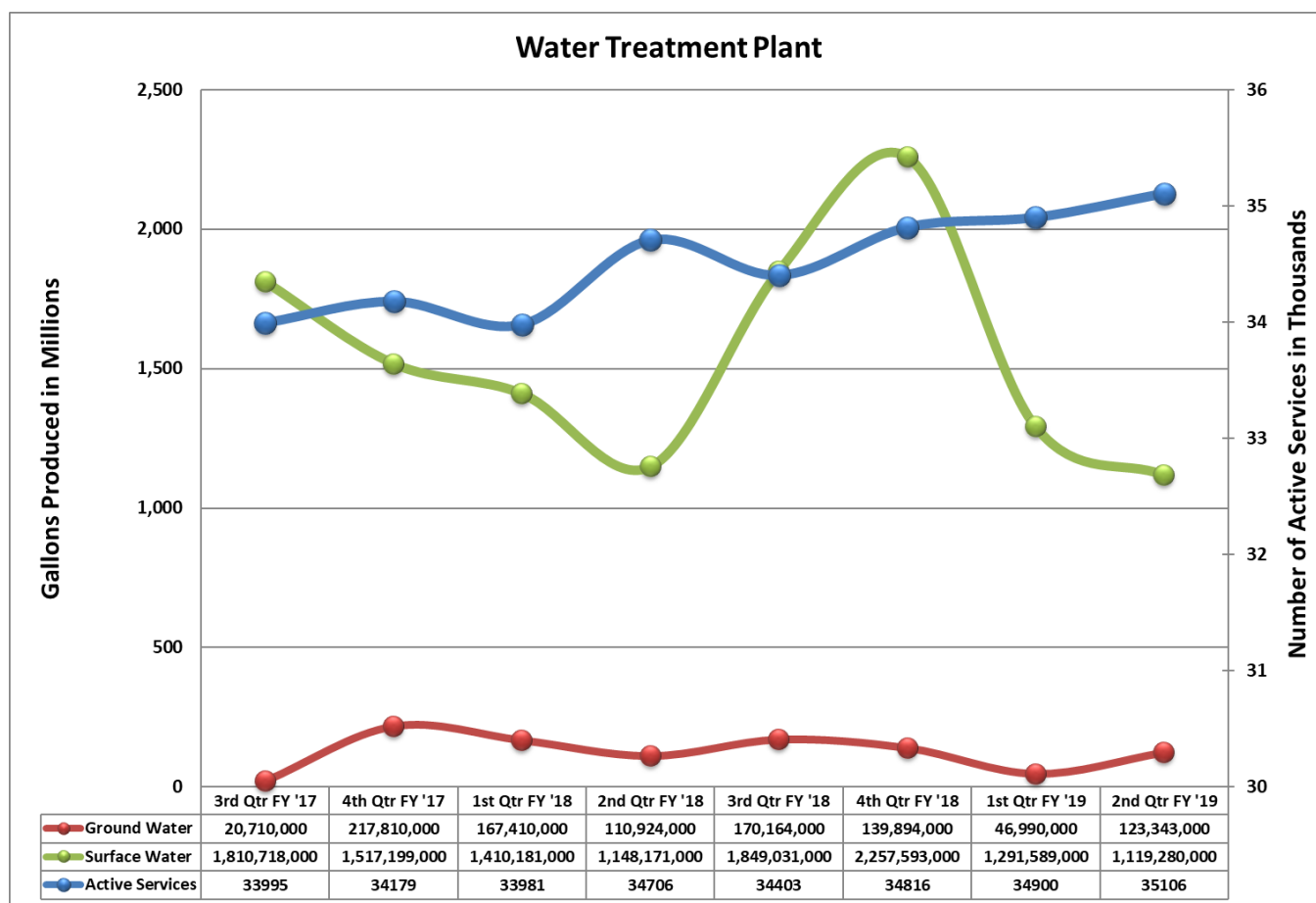


Figure 2 reflects the monthly potable water production over the past eight years. As can be expected, the average daily demand increases during the summer months; however, total water production is dependent on weather conditions, which affects discretionary water usage.

Figure 2

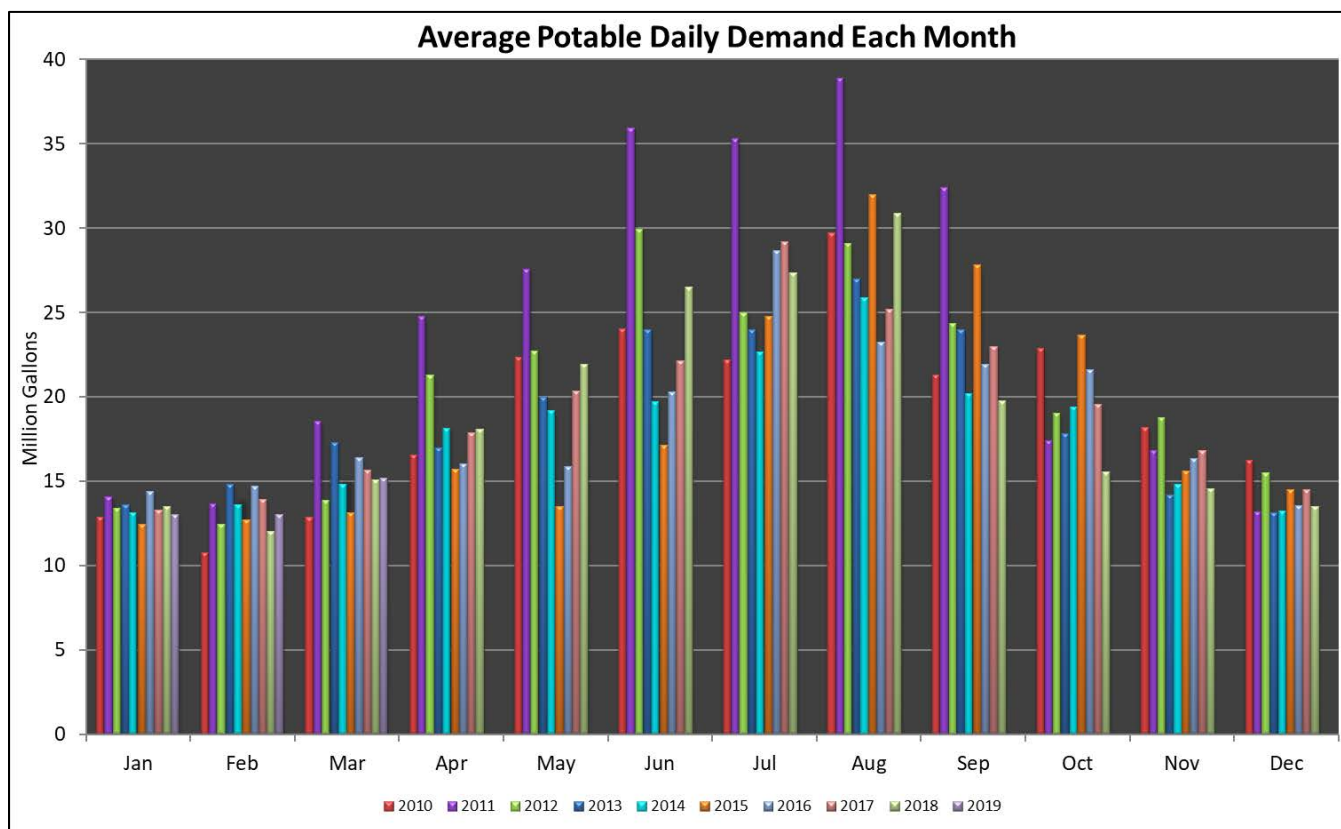


Figure 3 reflects the monthly potable treated water production and the Type I Reuse treated water production. The City's reuse water system began production in October 2012 with three customers: Old Settlers Park, Dell Diamond, and Forest Creek Golf Course. Since that time, the City has expanded the system to include Forest Creek HOA, Legends Village Subdivision, Austin Community College, Texas A&M Health Science Center, the Forest Grove and Vizcaya Subdivisions. The City continues to promote the reuse water system in the Northeast part of Round Rock and as depicted in Figure 3, the demand continues to grow.

Figure 3

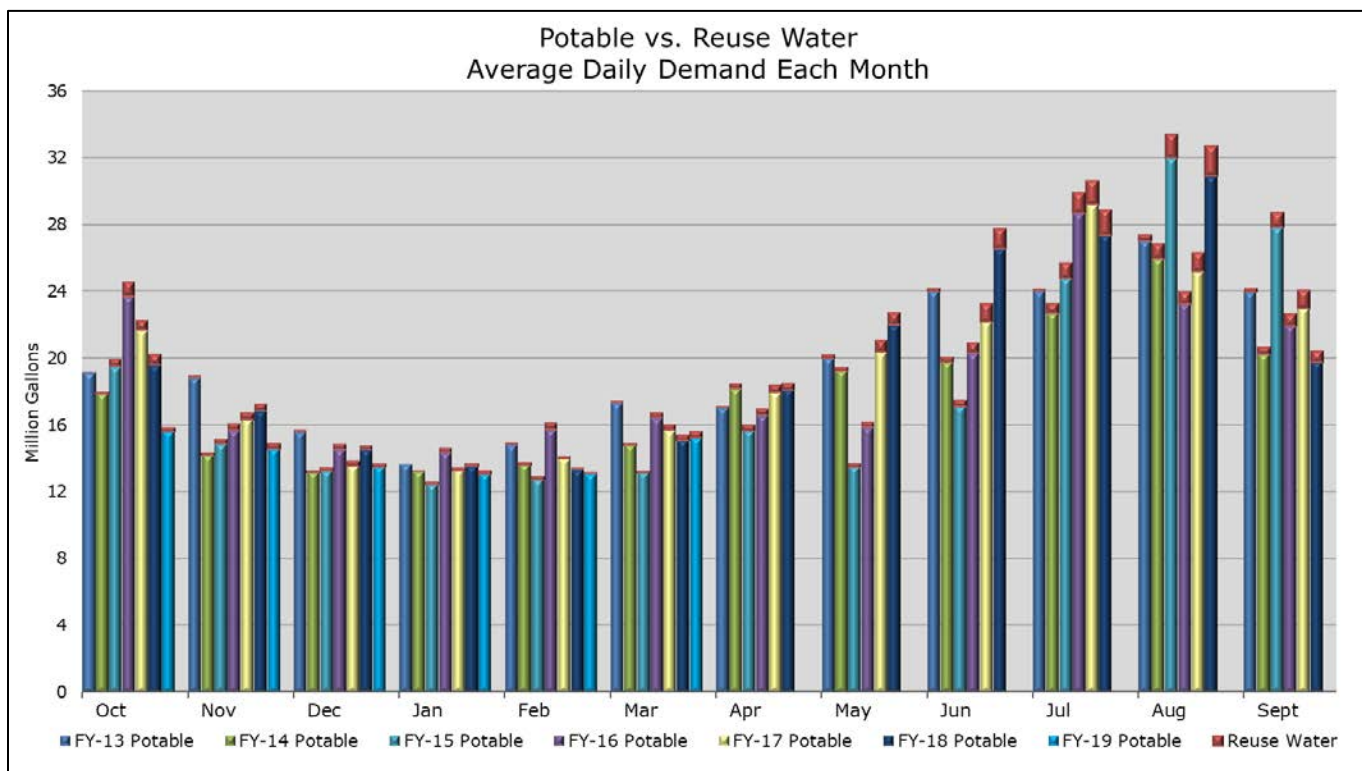


Figure 4 shows the number of single-family building permits issued annually. The number of new housing starts per year in the City of Round Rock has ranged from 222 to 911 over the past ten years. Single-family permits have slowed down slightly from last year. The City issued 350 permits in the first four months of 2018 and 248 in the first four months of 2019. Most of the activity is in the Vizcaya, Gardens at Mayfield Ranch, Pioneer Point, Diamond Oaks, Freeman Park, Cottages of Meadow Lake, Summit at Round Rock, Kenny Fort, Legends Village and Madsen Ranch subdivisions and Sunrise Condos. Several Municipal Utility Districts (MUDs) located in Round Rock's extra-territorial jurisdiction (ETJ) continue to experience a steady number of single-family housing starts during this time as well.

Figure 4

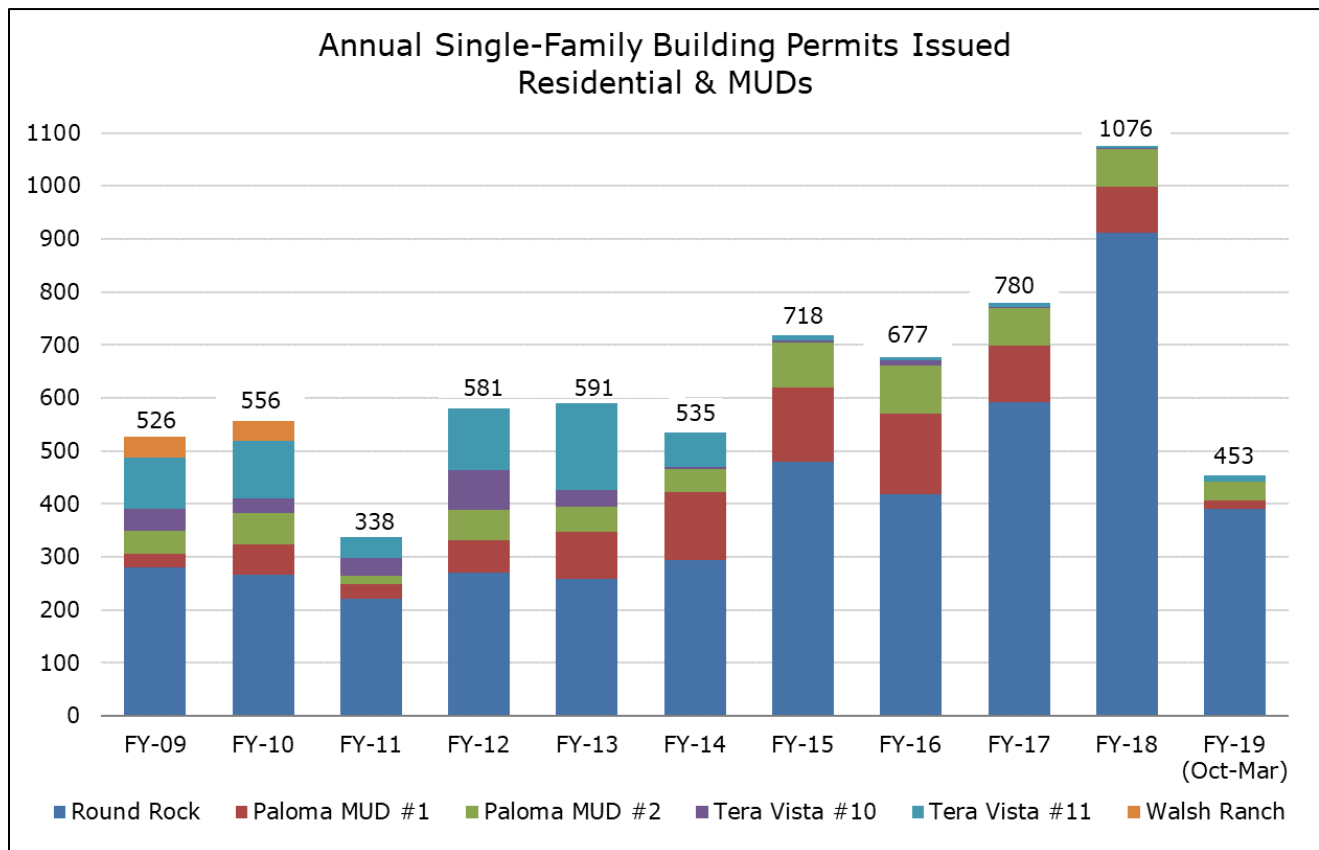


Table 1 represents the number of multi-family building permits issued annually. Currently, there are three multi-family complexes, Round Rock Plaza, Shadow Ridge, and Holly Brook Apartments, under construction. There are currently no multi-family permits in for review.

Table 1

| Fiscal Year | Multi-Family Permits |
|--------------------------|----------------------|
| FY 2005 | 538 |
| FY 2006 | 56 |
| FY 2007 | 2147 |
| FY 2008 | 224 |
| FY 2009 | 274 |
| FY 2010 | 130 |
| FY 2011 | 0 |
| FY 2012 | 280 |
| FY 2013 | 884 (124 LUEs) |
| FY 2014 | 334 (63.5 LUEs) |
| FY 2015 | 792 (302 LUEs) |
| FY 2016 | 608 (157 LUEs) |
| FY 2017 | 330 (170 LUEs) |
| FY 2018 | 652 (327.5 LUEs) |
| FY 2019 (Oct-Mar) | 0 |

Table 2 reflects the number of new commercial building permits issued annually. Over the past several years the number of permits has been steady, ranging from 20 to 60 permits annually.

Table 2

| Fiscal Year | Commercial Building Permits |
|--------------------------|-----------------------------|
| FY 2009 | 30 |
| FY 2010 | 29 |
| FY 2011 | 27 |
| FY 2012 | 20 (100 LUEs) |
| FY 2013 | 37 (185 LUEs) |
| FY 2014 | 33 (165 LUEs) |
| FY 2015 | 47 (202 LUEs) |
| FY 2016 | 63 (442.5 LUEs) |
| FY 2017 | 25 (168 LUEs) |
| FY 2018 | 43 (220.5 LUEs) |
| FY 2019 (Oct-Mar) | 26 (105.5 LUEs) |

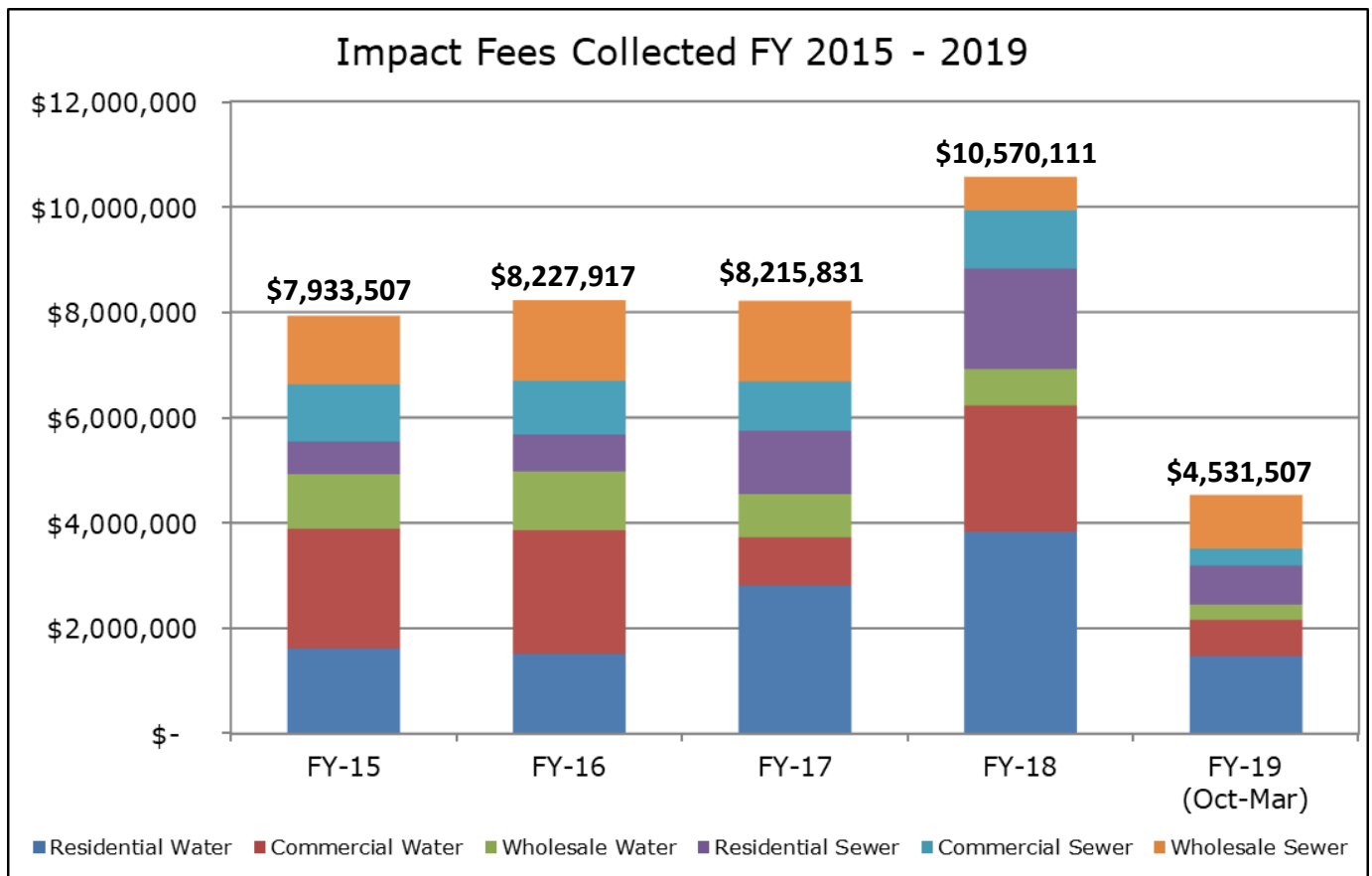
In FY-17, commercial growth continued to be strong, even though the number of permits was down. Many of the permits issued in FY-17 were larger projects such as UPS. Forty-three commercial permits were issued in FY-18. Current permits are mostly hotels, office buildings, retail stores, restaurants, schools, and industrial warehouse facilities.

Table 3 and Figure 5 summarize the impact fees collected from FY-15 through the first half of FY-19 for residential and commercial building permits. There has been a significant increase in the amount of impact fees collected during this time due to the construction in single-family residential, multi-family residential and commercial developments.

Table 3

| Impact Fees | FY-15 | FY-16 | FY-17 | FY-18 | FY-19 (Oct-Mar) |
|------------------------|--------------------|--------------------|--------------------|---------------------|--------------------|
| Residential Water | \$ 1,616,580 | \$ 1,516,823 | \$ 2,812,465 | \$ 3,830,017 | \$ 1,472,718 |
| Commercial Water | \$ 2,273,857 | \$ 2,342,270 | \$ 915,617 | \$ 2,399,541 | \$ 687,423 |
| Wholesale Water | \$ 1,035,951 | \$ 1,117,590 | \$ 818,121 | \$ 692,763 | \$ 289,528 |
| Residential Sewer | \$ 618,240 | \$ 701,551 | \$ 1,201,518 | \$ 1,905,615 | \$ 741,115 |
| Commercial Sewer | \$ 1,084,193 | \$ 1,020,587 | \$ 935,750 | \$ 1,102,400 | \$ 323,019 |
| Wholesale Sewer | \$ 1,304,686 | \$ 1,529,096 | \$ 1,532,360 | \$ 639,776 | \$ 1,017,706 |
| Total Collected | \$7,933,507 | \$8,227,917 | \$8,215,831 | \$10,570,111 | \$4,531,507 |

Figure 5



In 2015, the latest version of the water model assumed that 1,524 LUEs per year would be added to the water system. For an impact fee of \$4,025 per LUE, this would indicate that the City should have collected approximately \$6.13 million per year in water impact fees if the City would be growing as projected.

The wastewater model assumed that 1,089 LUEs would be added to the wastewater system per year. For an impact fee of \$2,099 per LUE, this would indicate that the City should have collected approximately \$2.29 million per year in wastewater impact fees if the City would be growing as projected.

Comparing these assumptions to the actual impact fees collected indicates that the first half of FY-19 new connections to our water and wastewater systems are slightly higher than projected.

Table 4 provides population projections for Round Rock and Round Rock's ETJ. These projections, anticipating a steady growth rate, indicate that in order to keep up with growth, capital improvements to the City's water and wastewater utility systems would be necessary. However, 2012-2019 estimates, shown in parenthesis, indicate a slightly slower growth rate than projected.

Table 4

| Year | Inside City | | City's ETJ | |
|---------------|---------------------|-------------|-------------|-------------|
| | Projections | Growth Rate | Projections | Growth Rate |
| 2010 (Census) | 99,887 | - | 141,807 | - |
| 2011 | 100,659 | 0.8% | 143,960 | 1.5% |
| 2012 | 102,349 / (101,702) | 1.7% (1.0%) | 147,027 | 2.1% |
| 2013 | 104,805 / (102,349) | 2.4% (0.6%) | 151,133 | 2.8% |
| 2014 | 107,635 / (103,494) | 2.7% (1.1%) | 155,613 | 3.0% |
| 2015 | 110,757 / (105,405) | 2.9% (1.9%) | 160,385 | 3.1% |
| 2016 | 113,968 / (107,117) | 2.9% (1.9%) | 165,024 | 2.9% |
| 2017 | 117,160 / (110,300) | 2.8% (3.0%) | 169,213 | 2.5% |
| 2018 | 120,440 / (113,390) | 2.8% (2.8%) | 173,490 | 2.5% |
| 2019 | 123,812 / (116,254) | 2.8% (5.0%) | 177,859 | 2.5% |
| 2020 | 127,279 | 2.8% | 182,323 | 2.5% |
| 2021 | 130,461 | 2.5% | 186,062 | 2.1% |
| 2022 | 133,723 | 2.5% | 189,881 | 2.1% |
| 2023 | 137,066 | 2.5% | 193,508 | 1.9% |
| 2024 | 140,492 | 2.5% | 197,218 | 1.9% |
| 2025 | 143,302 | 2.0% | 200,312 | 1.6% |
| 2026 | 146,168 | 2.0% | 203,462 | 1.6% |
| 2027 | 149,092 | 2.0% | 206,670 | 1.6% |
| 2028 | 152,073 | 2.0% | 209,651 | 1.4% |
| 2029 | 155,115 | 2.0% | 212,693 | 1.5% |
| 2030 | 158,217 | 2.0% | 215,795 | 1.5% |

Notes: 2010 is the base year for these projections

() Annual Estimates by Planning & Development Services Department

Table 5 summarizes the Water System (impact fee eligible) Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in November 2015. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 5

| Completed Water Projects | Completion | Impact Fee Report Estimated Cost | Actual Cost |
|---|------------|-------------------------------------|---------------------|
| BCRUA Treated Waterline - Ph 1 Seg. 3 | 2015 | \$8,400,000 | \$8,749,000 |
| University Blvd Waterline Ph 1 | 2015 | \$3,634,169 | \$1,877,000 |
| Parcel 150 | 2015 | \$2,955,650 | \$3,144,000 |
| CR 112 Phase 2 - 24" Waterline (890 PP) | 2015 | \$1,188,049 | \$888,000 |
| Water Dist. Master Plan & Impact Fee | 2015 | \$138,000 | \$141,000 |
| Creek Bend 12" Waterline | 2016 | \$415,000 | \$415,000 |
| Arterial H Waterline | 2017 | \$856,400 | \$162,460 |
| BCRUA Water Treatment Plant - Ph 1B | 2018 | \$34,000 | \$31,000 |
| | | \$17,621,268 | \$15,407,460 |

| Water Projects In Progress | Completion | Impact Fee Report Estimated Cost | Updated Actual Cost |
|--|------------|-------------------------------------|------------------------|
| South 81 Elevated Storage Tank Pump | 2019 | \$157,000 | \$1,070,900 |
| Arterial H Phase II | 2019 | \$1,470,500 | \$2,041,000 |
| BCRUA Water Treatment Plant - Ph 1C | 2020 | \$4,465,000 | \$4,152,000 |
| Arterial A Waterline - 24" (Kenny Ft. Blvd.) | 2022 | \$5,024,000 | \$5,024,000 |
| | | \$11,116,500 | \$12,287,900 |

| Upcoming Water Projects | Estimated Completion | Impact Fee Report Estimated Cost | Updated Estimated Cost |
|--|----------------------|----------------------------------|------------------------|
| Water Dist. Master Plan & Impact Fee | 2020 | \$66,000 | \$150,000 |
| South Creek Waterline | 2020 | \$1,604,000 | \$1,604,000 |
| Palm Valley Waterline | 2020 | \$1,180,000 | \$1,180,000 |
| Avery Center East | 2020 | \$4,160,000 | \$4,160,000 |
| Southeast Red Bud Lane Waterlines | 2021 | \$629,000 | \$629,000 |
| Brenda Lane Waterlines | 2021 | \$2,074,000 | \$2,074,000 |
| Palm Valley Phase II | 2021 | \$1,002,000 | \$1,002,000 |
| Meadow Lake Lines | 2022 | \$2,367,000 | \$2,624,000 |
| Saddle Brook Waterlines | 2022 | \$629,000 | \$697,000 |
| Water Dist. Master Plan & Impact Fee | 2022 | \$148,000 | \$154,000 |
| Gattis School Road | 2023 | \$1,130,600 | \$5,653,000 |
| Round Rock Glen Waterlines | 2024 | \$2,715,000 | \$2,715,000 |
| East Loop II | 2024 | \$7,795,000 | \$7,795,000 |
| South Creek Phase II | 2024 | \$2,419,000 | \$2,419,000 |
| Water Dist. Master Plan & Impact Fee | 2024 | \$75,000 | \$75,000 |
| Water Dist. Master Plan & Impact Fee | 2025 | \$158,000 | \$158,000 |
| 2.0 MGD Elevated Storage Tank (PP 890) | 2025 | \$7,138,000 | \$7,138,000 |
| BCRUA Water Treatment Plant – Ph 1D | 2025 | \$12,905,000 | \$12,905,000 |
| BCRUA Intake & RW Line Ph 2A, Seg. | 2026 | \$57,895,705 | \$57,895,705 |
| Sam Bass Phase I | 2026 | \$14,469,000 | \$14,469,000 |
| East Loop III | 2027 | \$7,171,000 | \$7,171,000 |
| West Loop | 2028 | \$17,818,000 | \$17,818,000 |
| Sam Bass Phase II | 2030 | \$1,578,000 | \$1,578,000 |
| | | \$147,126,305 | \$152,063,705 |

Table 6 summarizes the Wastewater System (impact fee eligible) Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in November 2015. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 6

| Completed Wastewater Projects | Completion | Impact Fee Report Estimated Cost | Actual Cost |
|-------------------------------------|------------|-------------------------------------|--------------------|
| McNutt Creek C3 | 2014 | \$1,191,000 | \$940,000 |
| McNutt Creek C9 | 2015 | \$2,046,000 | \$1,471,000 |
| Chandler Creek 1 (Upper) | 2015 | \$552,000 | \$573,000 |
| Lake Creek 2 | 2017 | \$2,652,000 | \$1,916,000 |
| Lake Creek 3 | 2017 | \$591,000 | \$563,000 |
| McNutt Creek C2 (referred to as C5) | 2018 | \$1,324,000 | \$1,762,000 |
| Brushy Creek 5 | 2018 | \$288,000 | \$282,618 |
| Brushy Creek 2 | 2019 | \$685,000 | \$349,000 |
| Brushy Creek 4 | 2019 | \$173,000 | \$173,000 |
| | | \$9,502,000 | \$8,029,618 |

| Wastewater Projects in Progress | Completion | Impact Fee Report Estimated Cost | Updated Actual Cost |
|------------------------------------|-------------|-------------------------------------|------------------------|
| Lake Creek 1 | 2019 | \$1,995,000 | \$2,400,000 |
| WWTP Expansion 1 | 2022 | \$41,600,000 | \$30,053,500 |
| <i>*Gattis School WW Extension</i> | <i>2019</i> | <i>\$1,100,000</i> | <i>\$1,100,000</i> |
| <i>*Lake Creek 10</i> | <i>2020</i> | <i>\$642,000</i> | <i>\$642,000</i> |
| <i>*Lake Creek 11</i> | <i>2020</i> | <i>\$1,112,000</i> | <i>\$1,112,000</i> |
| | | \$43,595,000 | \$32,453,500 |

** Not included in current impact fee calculation, will be included in upcoming calculation.*

| Upcoming Wastewater Projects | Estimated Completion | Impact Fee Report Estimated Cost | Updated Estimated Cost |
|-------------------------------------|----------------------|----------------------------------|------------------------|
| McNutt Creek C4 | 2020 | \$734,000 | \$765,875 |
| McNutt Creek C10 | 2021 | \$1,014,000 | \$1,265,887 |
| Chandler Creek 3 | 2021 | \$753,000 | \$857,680 |
| Lake Creek 4 | 2021 | \$2,235,000 | \$2,235,053 |
| Chandler Creek 2 | 2022 | \$520,000 | \$520,222 |
| McNutt Creek 15 (referred to as 12) | 2024 | \$528,000 | \$527,897 |
| Hilton Head LS | 2024 | \$11,000 | \$17,000 |
| McNutt Creek C12 | 2024 | \$949,000 | \$1,204,491 |
| McNutt Creek D2 | 2025 | \$3,678,000 | \$3,339,000 |
| SE Annex LS | 2025 | \$820,000 | \$819,036 |
| McNutt Creek D4 | 2025 | \$1,394,000 | \$1,131,502 |
| Forest Creek LS | 2026 | \$1,211,000 | \$1,600,000 |
| Forest Creek 2 | 2026 | \$2,148,000 | \$2,148,396 |
| Onion Creek 1 | 2026 | \$359,000 | \$1,500,000 |
| McNutt Creek C6 | 2027 | \$207,000 | \$790,782 |
| Onion Creek 2 | 2027 | \$214,000 | \$1,348,025 |
| Spanish Oak 1 | 2027 | \$1,492,000 | \$1,491,858 |
| McNutt Creek D5 | 2028 | \$691,000 | \$748,000 |
| Mayfield Park 2 | 2028 | \$1,960,000 | \$1,960,456 |
| McNutt Creek C8b | 2028 | \$823,000 | \$706,355 |
| Mayfield Park 1 | 2028 | \$393,000 | \$393,290 |
| Stone Oak LS | 2028 | \$295,000 | \$295,000 |
| | | \$22,429,000 | \$25,665,805 |

Table 7 summarizes the Reuse Water System (impact fee eligible) Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in November 2015. In addition, projects that are anticipated over the next 10 years are also shown below.

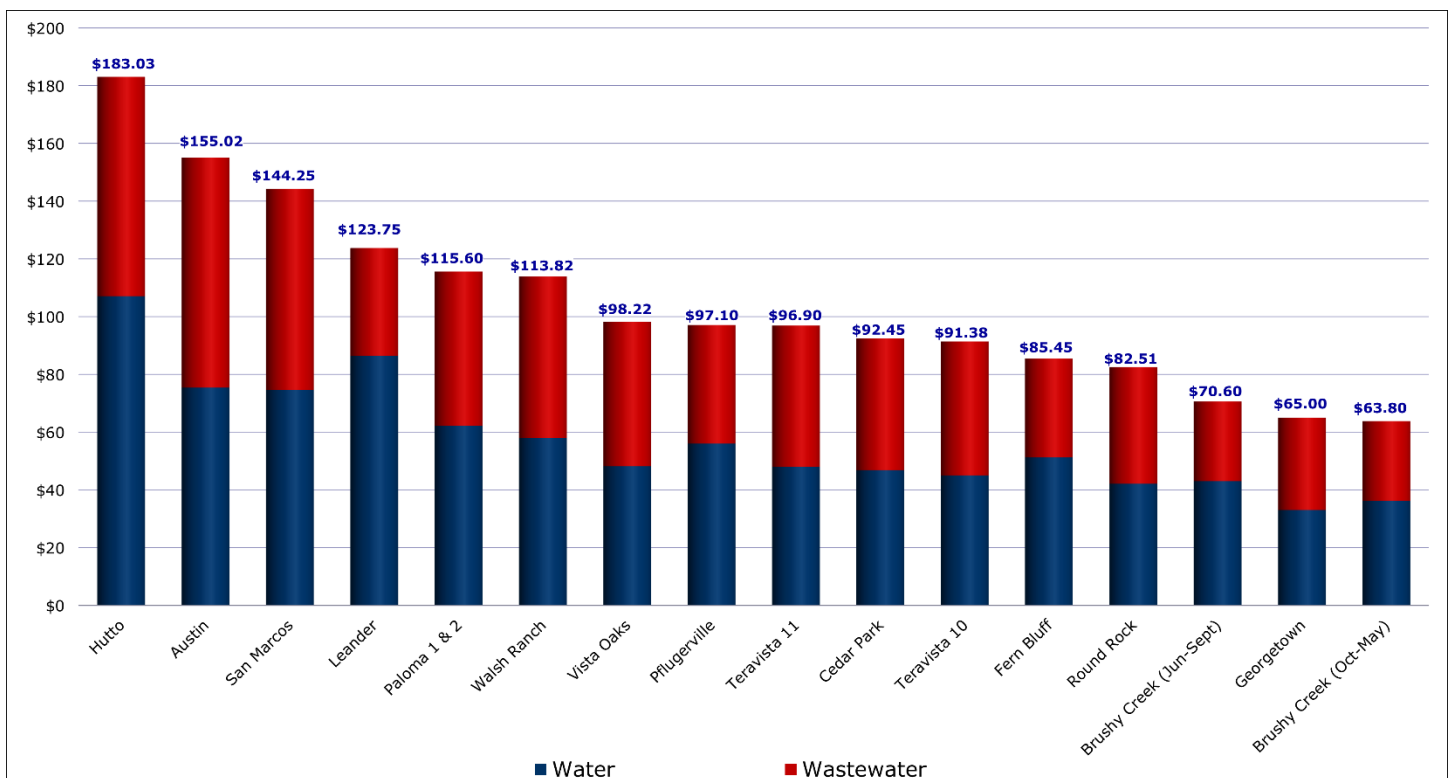
| Completed Reuse Projects | Completion | Impact Fee Report Estimated Cost | Actual Cost |
|--------------------------------------|------------|-------------------------------------|--------------------|
| Reuse Phase II | 2015 | \$2,108,500 | \$2,108,500 |
| Reuse Phase VI | 2016 | \$900,000 | \$900,000 |
| Reuse Phase IV-B | 2016 | \$3,719,000 | \$3,013,152 |
| Forest Creek Golf Course Reuse Rehab | 2016 | \$150,000 | \$83,890 |
| | | \$6,877,573 | \$6,105,542 |

| Upcoming Reuse Projects | Estimated Completion | Impact Fee Report Estimated Cost | Updated Estimated Cost |
|---|-------------------------|-------------------------------------|---------------------------|
| Reuse Phase V – Stony Point High School | 2022 | \$558,376 | \$600,000 |
| | | \$558,376 | \$600,000 |

Figure 6 provides a comparison of the Single-Family Residential Utility Rates for Round Rock customers versus surrounding Central Texas City and Municipal Utility Districts. As depicted, Round Rock utility rates remain some of the lowest in the region.

Figure 6

Single-Family Residential
Water and Wastewater Rates Comparison
(monthly cost)*



* assumes 10,000 gallons water & 8,000 gallons wastewater used

Table 8 compares Round Rock's Water and Wastewater Impact Fees to other Central Texas cities. Historically, Round Rock had one of the highest total impact fees charged for new connections to the water and wastewater systems. However, several of the surrounding cities have increased their fees over the past few years and have surpassed Round Rock. Round Rock's philosophy is for new customers and developments to pay for the capital improvements that are required due to the growth.

Table 8

| Area Impact Fee Comparison | | | | |
|----------------------------|--------------|----------------|----------------|----------------|
| City/Utility | Last Updated | Water | Wastewater | Total |
| Manville WSC | 2008 | \$2,800 | n/a | \$2,800 |
| Brushy Creek MUD | 2012 | \$2,095 | \$1,804 | \$3,899 |
| Cedar Park | 2013 | \$2,250 | \$2,000 | \$4,250 |
| Hutto | 2013 | \$3,625 | \$2,128 | \$5,753 |
| Jonah Water SUD | 2013 | \$5,000 | \$1,068 | \$6,068 |
| Round Rock | 2016 | \$4,025 | \$2,099 | \$6,124 |
| San Marcos | 2018 | \$3,801 | \$2,684 | \$6,485 |
| Georgetown | 2018 | \$4,616 | \$2,078 | \$6,694 |
| Pflugerville | 2014 | \$4,241 | \$2,725 | \$6,966 |
| Leander | 2017 | \$4,309 | \$2,820 | \$7,129 |
| Austin | 2014 | \$5,400 | \$2,200 | \$7,600 |

CONCLUSION AND RECOMMENDATIONS

The CIAC and City Council approved the new Impact Fees which went into effect March 1, 2016. Although the projected population growth in Round Rock is proceeding at a slightly slower rate than what was anticipated in the impact fee report, this has not caused a significant concern since the number of connections to the water and wastewater systems are occurring at the projected rate anticipated by the City.

As a result of the potential volatility in growth rates and infrastructure requirements, the City recommends the impact fees be reviewed every three to four years so that the fees are set according to the growth patterns and needs of the water and wastewater utility system improvements. It is anticipated that we will update our Water and Wastewater Master Plans in 2019. Following the Master Plan update, we will review our adopted impact fees. The next Capital Improvements Plan Progress Report will be presented to the CIAC and to the City Council in approximately six months.



ROUND ROCK TEXAS
PLANNING & DEVELOPMENT SERVICES DEPARTMENT

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

May 16, 2019

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

RE: Capital Improvements Advisory Committee - Semi-Annual Meeting

Dear Mayor Morgan and Council Members:

The Capital Improvements Advisory Committee met on May 15, 2019, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: H.16

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Prota Construction, Inc. for the Southeast Ground Storage Tank Pump Improvements & South 81 Station Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$61,242.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0238

The Southeast Ground Storage Tank Pump Improvements and South 81 Booster Pump Station Project has been completed. The project included refurbishing the three existing pumps, replacing their motors and motor control centers, replacing the surge valve, replacing the building skin and insulation, and adding a flow meter at the Southeast Ground Storage Tank. At the South 81 Booster Pump Station, a new pump station and an electrical building were constructed. This project allows the City to utilize more groundwater from the Lake Creek Well Site.

This Change Order is for 12 changes, which primarily consisted of additional demolition, addition of a valve, and potholing. They were necessary because of unknown field conditions and owner-initiated requests during construction. Utility Staff requests the City Council approve Change Order No. 1 for \$61,242. This increases the original contract amount of \$2,076,000 to \$2,137,242.

Cost: \$61,242.00

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2019-0238

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Protta Construction, Inc. for the Southeast Ground Storage Tank Pump Improvements & South 81 Station Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Protta Construction, Inc. for the Southeast Ground Storage Tank Pump Improvements & South 81 Station Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department: Utilities & Environmental Services

Project Name: SE GST Pump improvements & S81 Pump Station Date: 5/11/19

City Project ID Number: SEPMP Change Order/Quantity Adjustment No. 1

Vendor: Prota Construction Inc & Prota Inc P.O. Box 342195 Austin, TX 78734

Company Name Address Phone No.

Justification

Several Change Order Proposals

SUMMARY

| | Amount | % Change |
|---|----------------|----------|
| Original Contract Price: | \$2,076,000.00 | |
| Previous Quantity Adjustment(s): | \$0.00 | |
| This Quantity Adjustment: | \$61,242.00 | |
| Total Quantity Adjustment(s): | \$61,242.00 | |
| Total Contract Price with Quantity Adjustment(s): | \$2,137,242.00 | |
| Previous Change Order(s): | | 0% |
| This Change Order: | | 0.00% |
| Total Change Order(s) To Date: | \$0.00 | 0.00% |
| Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]: | \$2,137,242.00 | |
| Difference between Original and Adjusted Contract Prices: | \$61,242.00 | |
| Original Contract Time: | 300 Days | |
| Time Adjustment by previous Quan. Adj./Change Order: | | |
| Time Adjustment by this Quan. Adj./Change Order: | | |
| New Contract Time: | 300 Days | |

Submitted for Approval

Prepared By: [Signature] Kermith M. Flores, Project Manager, PROTA 5/16/2019

Signature Printed Name, Title, Company Date

Approvals

Contractor: [Signature] Kermith M. Flores, Project Manager PROTA 5/16/2019

Signature Printed Name, Title, Company Date

City Project Manager: [Signature] JEFF BELL, PROJECT MGR 5.20.19

Signature Printed Name, Title Date

Mayor/City Manager: _____

Signature Printed Name, Title Date

[illegible]

[illegible]

PROTA CONSTRUCTION, INC

4805 Doss Rd.
Austin, TX 78734
TEL: (512) 535 - 2555
FAX: (512) 535 - 5441

CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|---|-----------|-------------------|-------------------|-----------------|----------------|
| Installation of Four (4) - 24" Bell Restraint to Existing Pipeline March 1, March 2, & March 5) (Feb 8, | | \$3,449.60 | | | |
| | | | | \$1,825.98 | |
| | | | \$4,511.45 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$3,449.60 | \$4,511.45 | 1,825.98 | \$0.00 |
| | | 35% | 46% | 19% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$9,787.03

2.962800% INSURANCES AND TAXES (assumed)

\$10,077.00

2.50% Payment & Performance
0.00000% Liability Insurance
0.00% Workmen Compensation

\$251.93

\$0.00 [(Subtotal x 3.5 / 1000) x 1.009]

\$0.00 [Subtotal x 0.25 x 0.091*1.15]

SUBTOTAL

\$251.93

15% Mark - up

\$37.79

INSURANCES AND TAXES

\$289.72

TOTAL COST FOR THIS CHANGE ORDER \$2,519.25

\$10,077.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|-----------------------|-------------|----------------------|-------------------|
| 1 | Pipelayer | 18.00 \$/hr | 28.00 hr | \$504.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 28.00 hr | \$420.00 |
| | Labor | 15.00 \$/hr | | |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 28.00 hr | \$1,260.00 |
| 1 | Engineer | 50.00 \$/hr | 5.60 hr | \$280.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$2,464.00 |
| Fringe Benefits(25%) | | | | \$616.00 |
| Sub-Total | | | | \$3,080.00 |
| Profit (15%) | | | | \$369.60 |
| Total | | | | \$3,449.60 |

CHANGE ORDER FOR PARTIAL PAYMENT: MATERIALS BREAKDOWN

| Materials | | | | |
|---|------|------|---------------|------------|
| Material | QTY | Unit | Unit Price | Total |
| 24" Bell Restraint to Existing Pipeline | 4.00 | Ea | \$862.00 | \$3,448.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 3/8" Gravel | 19 | Tons | \$25.00 | \$475.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | TOTAL: | \$3,923.00 |
| | | | Taxes (8.25%) | \$0.00 |
| | | | Subtotal | \$3,923.00 |
| | | | Profit (15%) | \$588.45 |
| | | | Total | \$4,511.45 |

PROTA CONSTRUCTION, INC

4805 Doss Rd.
Austin, TX 78734
TEL: (512) 535 - 2555
FAX: (512) 535 - 5441

CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|---|-----------|-------------------|-------------------|---------------|----------------|
| Installation of 20" to 1" Threaded MJ Plug and Reconnection of 20" Existing Pipeline | | \$2,340.80 | | | |
| | | | | \$761.94 | |
| | | | \$2,266.94 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$2,340.80 | \$2,266.94 | 761.94 | \$0.00 |
| | | 44% | 42% | 14% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$5,369.68

2.967030% INSURANCES AND TAXES (assumed)

\$5,529.00

2.50% Payment & Performance

\$138.23

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$138.23

15% Mark - up

\$20.73

INSURANCES AND TAXES

\$158.96

TOTAL COST FOR THIS CHANGE ORDER

\$5,529.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|-----------------------|-------------|----------------------|-------------------|
| 1 | Pipelayer | 18.00 \$/hr | 19.00 hr | \$342.00 |
| 1 | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| | Labor | 15.00 \$/hr | 19.00 hr | \$285.00 |
| | Labor | 15.00 \$/hr | | |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 19.00 hr | \$855.00 |
| 1 | Engineer | 50.00 \$/hr | 3.80 hr | \$190.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$1,672.00 |
| Fringe Benefits(25%) | | | | \$418.00 |
| Sub-Total | | | | \$2,090.00 |
| Profit (15%) | | | | \$250.80 |
| Total | | | | \$2,340.80 |

CHANGE ORDER FOR PARTIAL PAYMENT: SUBCONTRACTORS & OTHERS

| | Work | QTY | Unit | Unit Price | Total |
|----------------|------|-----|------|------------|---------------|
| Subcontractors | | | | | \$0.00 |
| | | | | | \$0.00 |
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| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| TOTAL: | | | | | \$0.00 |
| Profit (5%) | | | | | \$0.00 |
| Total | | | | | \$0.00 |

PROTA CONSTRUCTION, INC

4805 Doss Rd.
Austin, TX 78734
TEL: (512) 535 - 2555
FAX: (512) 535 - 5441

CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|---|-----------|-------------------|-------------------|-----------------|-----------------|
| Potholing for Location of the Drain Pipeline (Feb 12, 15, 16, 27, 28, March 1, 2, 5) | | \$7,115.51 | | | |
| | | | | \$3,655.01 | |
| | | | \$1,725.00 | | |
| | | | | | \$273.00 |
| | | | | | |
| SUBTOTAL | | \$7,115.51 | \$1,725.00 | 3,655.01 | \$273.00 |
| | | 56% | 14% | 29% | 2% |

SUBTOTAL PAYMENT BREAKDOWN

\$12,768.52

2.964160% INSURANCES AND TAXES (assumed)

\$13,147.00

2.50% Payment & Performance

\$328.68

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$328.68

15% Mark - up

\$49.30

INSURANCES AND TAXES

\$377.98

TOTAL COST FOR THIS CHANGE ORDER \$3,286.75

\$13,147.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|------------------|-------------|---------------|-------------------|
| 1 | Pipelayer | 18.00 \$/hr | 62.50 hr | \$1,125.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 31.00 hr | \$465.00 |
| | Labor | 15.00 \$/hr | | |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 63.50 hr | \$2,857.50 |
| 1 | Engineer | 50.00 \$/hr | 12.70 hr | \$635.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$5,082.50 |
| Fringe Benefits(25%) | | | | \$1,270.63 |
| Sub-Total | | | | \$6,353.13 |
| Profit (15%) | | | | \$762.38 |
| Total | | | | \$7,115.51 |

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CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
 Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|--|-----------|-------------------|-----------------|---------------|----------------|
| Structural Bottom Angular for SEGST Building | | \$1,124.20 | | \$250.13 | |
| | | | \$299.00 | | |
| | | | | | \$0.00 |
| | | | | | |
| | | | | | |
| SUBTOTAL | | \$1,124.20 | \$299.00 | 250.13 | \$0.00 |
| | | 67% | 18% | 15% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$1,673.33

2.968330% INSURANCES AND TAXES (assumed)

\$1,723.00

2.50% Payment & Performance

\$43.08

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$43.08

15% Mark - up

\$6.46

INSURANCES AND TAXES

\$49.54

TOTAL COST FOR THIS CHANGE ORDER \$430.75

\$1,723.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

[illegible]

PROTA CONSTRUCTION, INC

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CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|--|-----------|----------|------------|-----------|----------------|
| Installation of Additional Riser For Each Concrete Vault | | \$123.20 | | | |
| | | | | \$83.38 | |
| | | | \$4,068.02 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$123.20 | \$4,068.02 | 83.38 | \$0.00 |
| | | 3% | 95% | 2% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$4,274.60

2.980400% INSURANCES AND TAXES (assumed)

\$4,402.00

2.50% Payment & Performance

\$110.05

0.00000% Liability Insurance

\$0.00

[(Subtotal x 3.5 / 1000) x 1.009]

0.00% Workmen Compensation

\$0.00

[(Subtotal x 0.25 x 0.091*1.15)]

SUBTOTAL

\$110.05

15% Mark - up

\$16.51

INSURANCES AND TAXES

\$126.56

\$1,100.50

TOTAL COST FOR THIS CHANGE ORDER

\$4,402.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|-----------------------|-------------|----------------------|-----------------|
| 1 | Pipelayer | 18.00 \$/hr | 1.00 hr | \$18.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 1.00 hr | \$15.00 |
| | Labor | 15.00 \$/hr | | |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 1.00 hr | \$45.00 |
| 1 | Engineer | 50.00 \$/hr | 0.20 hr | \$10.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$88.00 |
| Fringe Benefits(25%) | | | | \$22.00 |
| Sub-Total | | | | \$110.00 |
| Profit (15%) | | | | \$13.20 |
| Total | | | | \$123.20 |

CHANGE ORDER FOR PARTIAL PAYMENT: SUBCONTRACTORS & OTHERS

| | Work | QTY | Unit | Unit Price | Total |
|----------------|------|-----|------|------------|---------------|
| Subcontractors | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
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| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| TOTAL: | | | | | \$0.00 |
| Profit (5%) | | | | | \$0.00 |
| Total | | | | | \$0.00 |

PROTA CONSTRUCTION, INC

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CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|---|-----------|-----------------|-----------------|--------------|----------------|
| Installation of 16" x 45 Bend instead Installation of 16" x 22.5 Bend | | \$123.20 | | | |
| | | | | \$36.01 | |
| | | | \$193.20 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$123.20 | \$193.20 | 36.01 | \$0.00 |
| | | 35% | 55% | 10% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$352.41

3.005020% INSURANCES AND TAXES (assumed)

\$363.00

2.50% Payment & Performance

\$9.08

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$9.08

15% Mark - up

\$1.36

INSURANCES AND TAXES

\$10.44

TOTAL COST FOR THIS CHANGE ORDER

\$363.00

\$90.75

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|-----------------------|-------------|----------------------|-----------------|
| 1 | Pipelayer | 18.00 \$/hr | 1.00 hr | \$18.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 1.00 hr | \$15.00 |
| | Labor | 15.00 \$/hr | | |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 1.00 hr | \$45.00 |
| 1 | Engineer | 50.00 \$/hr | 0.20 hr | \$10.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$88.00 |
| Fringe Benefits(25%) | | | | \$22.00 |
| Sub-Total | | | | \$110.00 |
| Profit (15%) | | | | \$13.20 |
| Total | | | | \$123.20 |

PROTA CONSTRUCTION, INC
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 FAX: (512) 535 - 5441

CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
 Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|--|-----------|-------------------|-------------------|-----------------|----------------|
| 20" MJ Gate Valve Installation 5, 6, 7 & 8) | | \$5,071.51 | | | |
| | | | | \$1,724.90 | |
| | | | \$2,355.14 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$5,071.51 | \$2,355.14 | 1,724.90 | \$0.00 |
| | | 55% | 26% | 19% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$9,151.55

2.966160% INSURANCES AND TAXES (assumed)

\$9,423.00

2.50% Payment & Performance

\$235.58

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$235.58

15% Mark - up

\$35.34

INSURANCES AND TAXES

\$270.92

TOTAL COST FOR THIS CHANGE ORDER

\$9,423.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|------------------|-------------|---------------|-------------------|
| 1 | Pipelayer | 18.00 \$/hr | 34.50 hr | \$621.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 34.50 hr | \$517.50 |
| 1 | Carpenter | 17.00 \$/hr | 34.50 hr | \$586.50 |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 34.50 hr | \$1,552.50 |
| 1 | Engineer | 50.00 \$/hr | 6.90 hr | \$345.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$3,622.50 |
| Fringe Benefits(25%) | | | | \$905.63 |
| Sub-Total | | | | \$4,528.13 |
| Profit (15%) | | | | \$543.38 |
| Total | | | | \$5,071.51 |

PROTA CONSTRUCTION, INC

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CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 4-Sep-18

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|----------------------------------|-----------|-------------------|-----------------|-----------------|-------------------|
| Concrete Slab & Piers Demolition | | \$3,920.00 | | | |
| | | | | \$4,096.22 | |
| | | | \$575.00 | | |
| | | | | | \$1,092.00 |
| | | | | | |
| SUBTOTAL | | \$3,920.00 | \$575.00 | 4,096.22 | \$1,092.00 |
| | | 40% | 6% | 42% | 11% |

SUBTOTAL PAYMENT BREAKDOWN

\$9,683.22

2.961620% INSURANCES AND TAXES (assumed)

\$9,970.00

2.50% Payment & Performance

\$249.25

0.00000% Liability Insurance

\$0.00

0.00% Workmen Compensation

\$0.00

SUBTOTAL

\$249.25

15% Mark - up

\$37.39

INSURANCES AND TAXES

\$286.64

TOTAL COST FOR THIS CHANGE ORDER

\$9,970.00

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|------------------|-------------|---------------|-------------------|
| 1 | Pipelayer | 18.00 \$/hr | | \$0.00 |
| | Backhoe Operator | 19.00 \$/hr | | \$0.00 |
| 1 | Labor | 15.00 \$/hr | 40.00 hr | \$600.00 |
| | Carpenter | 17.00 \$/hr | | \$0.00 |
| | Digger BobCat | 18.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| 1 | Superintendent | 45.00 \$/hr | 40.00 hr | \$1,800.00 |
| 1 | Engineer | 50.00 \$/hr | 8.00 hr | \$400.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$2,800.00 |
| Fringe Benefits(25%) | | | | \$700.00 |
| Sub-Total | | | | \$3,500.00 |
| Profit (15%) | | | | \$420.00 |
| Total | | | | \$3,920.00 |

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CHANGE ORDER RESUME

PROJECT: SEGST & S81EST Pumps Stations Improvements
 Round Rock, TX 78664

PROJECT NO.:

PERIOD FROM: 13-May-19

| Description | # Invoice | Payroll | Material | Equipment | Subcontractors |
|-------------------|-----------|-----------------|-------------------|--------------|----------------|
| Aluminum Platform | | \$362.25 | | | |
| | | | | \$43.36 | |
| | | | \$1,377.13 | | |
| | | | | | \$0.00 |
| | | | | | |
| SUBTOTAL | | \$362.25 | \$1,377.13 | 43.36 | \$0.00 |
| | | 20% | 77% | 2% | 0% |

SUBTOTAL PAYMENT BREAKDOWN

\$1,782.74

2.987540% INSURANCES AND TAXES (assumed)

\$1,836.00

2.50% Payment & Performance

\$45.90

0.00000% Liability Insurance

\$0.00

[(Subtotal x 3.5 / 1000) x 1.009]

0.00% Workmen Compensation

\$0.00

[Subtotal x 0.25 x 0.091*1.15]

SUBTOTAL

\$45.90

15% Mark - up

\$6.89

INSURANCES AND TAXES

\$52.79

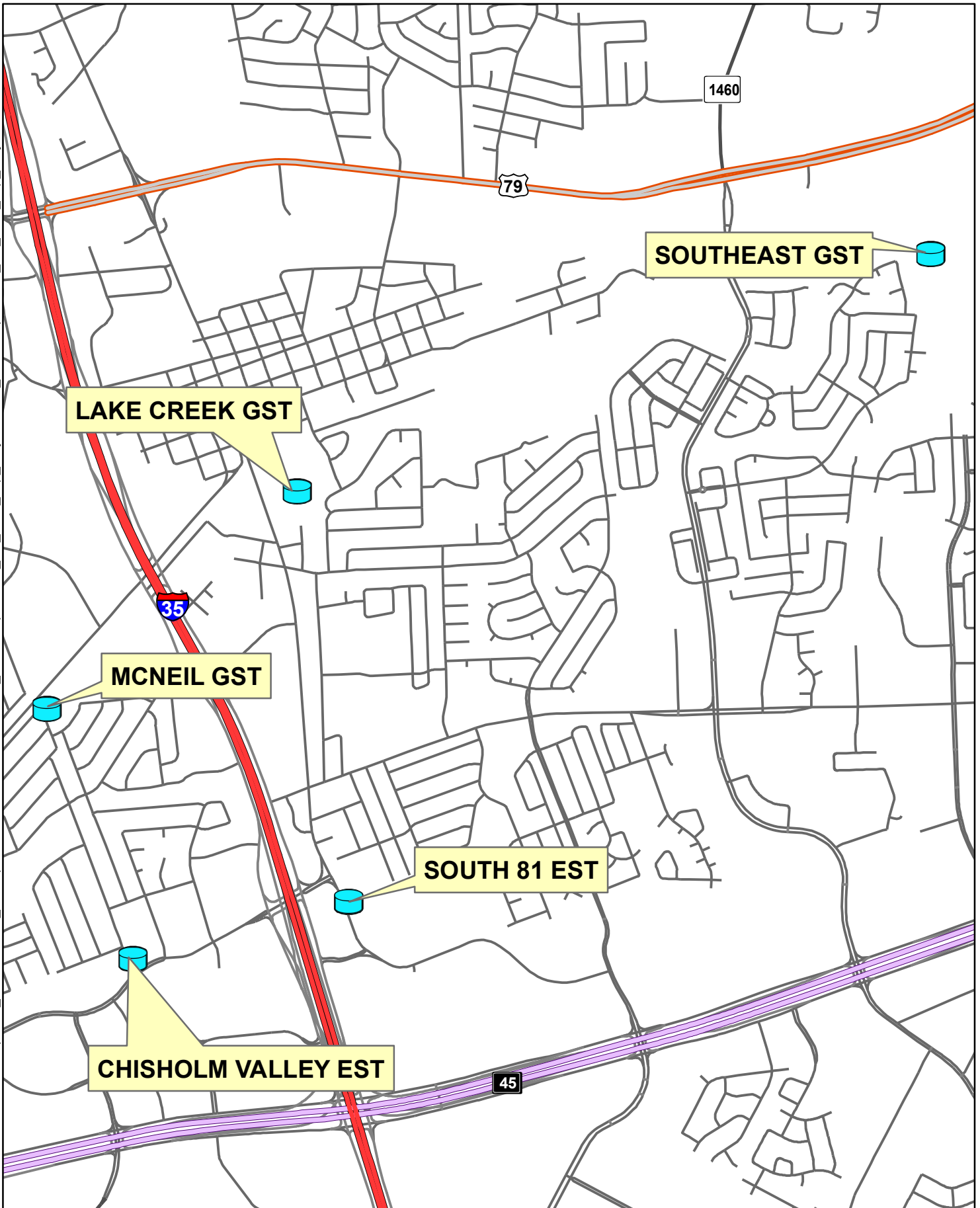
TOTAL COST FOR THIS CHANGE ORDER

\$1,836.00

\$7.65

CHANGE ORDER FOR PARTIAL PAYMENT: PAYROLL BREAKDOWN

| Quantity | Classification | Wage | Working Hours | Total |
|----------------------|----------------|-------------|---------------|-----------------|
| 1 | Labor | 18.00 \$/hr | 4.00 hr | \$72.00 |
| | | | | \$0.00 |
| 1 | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | |
| 1 | Superintendent | 45.00 \$/hr | 4.00 hr | \$180.00 |
| 1 | Engineer | 50.00 \$/hr | | \$0.00 |
| | | | | \$0.00 |
| TOTAL: | | | | \$252.00 |
| Fringe Benefits(25%) | | | | \$63.00 |
| Sub-Total | | | | \$315.00 |
| Profit (15%) | | | | \$47.25 |
| Total | | | | \$362.25 |



Date: 10/23/2015



SOUTH 81 TANK PUMP STATION & SOUTHEAST GST PUMP IMPROVEMENT PROJECTS

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:
2019-499409

Date Filed:
06/03/2019

Date Acknowledged:

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

Prota Construction Inc and Prota Inc, JV
Austin, TX United States

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

City of Round Rock

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

0000

Change Order for "Southeast Ground Storage Tank and South 81 Elevated Storage Tank Pump Station Improvements" project.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Acosta, Ricardo | Mayaguez Puerto Rico, USA | X | |
| | Prota Construction, Inc. | Mayaguez Puerto Rico, USA | X | |
| | Prota, Inc. | Austin, TX United States | X | |
| | Tamboer, Cornelius | Austin, TX United States | X | X |
| | Borg, Michelle | Austin, TX United States | X | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party. ☐

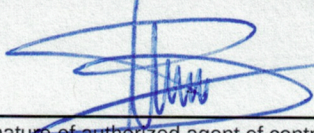
6 UNSWORN DECLARATION

My name is Michelle Borg, and my date of birth is 09/21/75.

My address is 7102 Greenshores Drive, Austin, TX, 78730, Travis.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 3 day of June, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.17

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Howden Roots, LLC for the rental of a Turblex Aeration Blower for the East Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$213,050.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Howden Roots Rental Quote, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0239

One of the existing blowers at the East Wastewater Treatment Plant (WWTP) is inoperable and needs to be replaced. Howden Roots is the only factory authorized service center and distributor of these blowers in North America. Blowers are a crucial element in the daily operations of the WWTP. A temporary blower is needed to keep up with the demand in the aeration process until the new blower arrives in approximately eight months.

The cost of the rental is \$25,300 per month. In addition, there will be a one-time cost of \$10,650. Insurance will cover the first \$50,000 of the blower rental and the remaining will be the responsibility of the BCRWWS partner cities. The City's portion is 81.96% based on reserved capacity in the system.

Cost: \$213,050.00

Source of Funds: *Regional Wastewater Fund*

RESOLUTION NO. R-2019-0239

WHEREAS, the City of Round Rock (“City”) is in need of a Turblex Aeration Blower for the East Wastewater Treatment Plant; 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, Howden Roots, LLC is the sole source provider of a Turblex Aeration Blower for the East Wastewater Treatment Plant; and

WHEREAS, the City wishes to issue a purchase order to Howden Roots, LLC for the rental of a Turblex Aeration Blower, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Howden Roots, LLC for the rental of a Turblex Aeration Blower for the East Wastewater Treatment Plant.

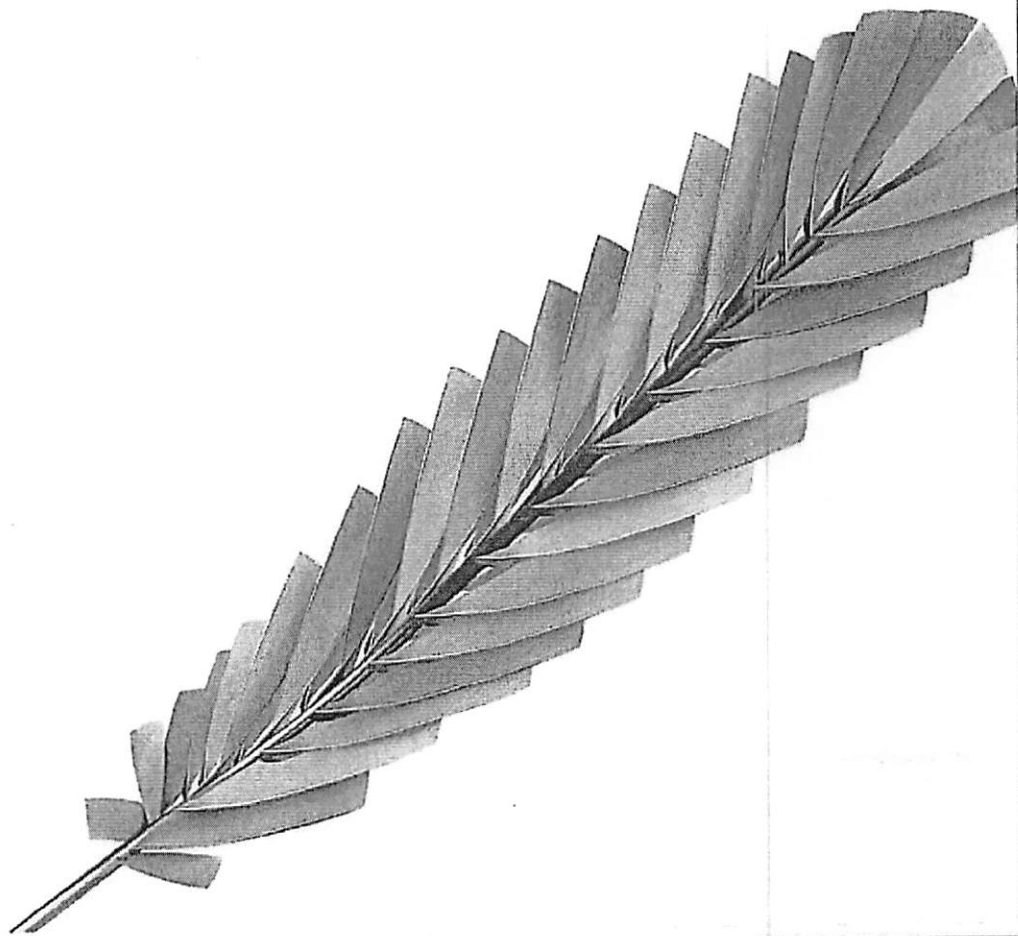
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Rental Quotation

Blower Unit

Proposal to: City of Round Rock
For: Buddy Franklin
Site: S261 Brushy Creek WWTP

Our reference: HROLSV.AFM.000679
Your ref: HROLSV.AFM.000679
Date: April 23rd 2019

4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 864 5599
Email: Keith.Lynch@howden.com
Web: www.howden.com

Revolving Around You™



Customer: City of Round Rock
Site: S281 Brushy Creek WWTP

Our ref: HRQLSV.AFM.000879
Your ref: HRQLSV.AFM.000879
Date: April 23rd 2019



1. Introduction

This quotation is for providing a temporary replacement blower for the Howden (Turblex) compressor (KA22-SV-GL225, S/N: 6833) installed at Round Rock, Texas. We look forward to our continued relationship and are pleased to offer this quotation for your consideration.

Your Howden contacts:

| Technical inquiries: | Commercial inquiries: |
|---|---|
| Keith Lynch | Louis Volpe |
| Tel: +1 417 884 5599 | Tel: +1 417 380 5882 |
| Fax: +1 417 866 0235 | Fax: +1 417 866 0235 |
| Email: Keith.Lynch@howden.com | Email: Louis.Volpe@howden.com |

2. Technical specification

This quotation contains information on scope, pricing and terms.

Within this section

Scope of Supply

Equipment Services

Terms

Pricing

Terms

Shipment

Leasee Usage Requirement

Items Not Included

Customer: City of Round Rock

Our ref: HROLSV.AFM.000679

Site: S261 Brushy Creek WWTP

Your ref: HROLSV.AFM.000679

Date: April 23rd 2019



2.1. Scope:

To provide a temporary aeration blower for the damaged Howden (Turblex) compressor (S/N: 6833).

| Compressor Technical Specification | |
|------------------------------------|--------------|
| Equipment/Model | Hoffman 1606 |
| HP/Voltage | 800/4160 |
| Capacity (ICFM) | 12,000 |
| Pressure (PSIG) | 9.5 |

- Installation to be performed by the customer.
- Start-up/commissioning must be performed by our qualified technician

2.2. Equipment Services:

It is the customer's responsibility to ensure the equipment is maintained and serviced throughout the project term, unless otherwise negotiated.

If the customer carries out the maintenance and service, Howden must receive a communication in writing as soon as the work is complete. The communication will need to include details of work carried out, parts used, any faults found, the date the work was performed and running hours of the equipment at the time of service. Service intervals and procedures can be provided upon request.

Failure to carry out daily checks and scheduled maintenance on the equipment within the recommended time periods may result in serious damage and can also create health and safety risk. Additional charges for damage may apply if due to lack of or incorrect servicing procedures.

If Howden performs the maintenance and servicing, charges for this work will be based on the rates contained in this proposal. All materials required for normal maintenance and any parts required that need to be replaced due to running conditions, neglect or theft, will be charged in addition to the above.

Customer: City of Round Rock
Site: S261 Brushy Creek WWTP

Our ref: HROLSV.AFM.000679
Your ref: HROLSV.AFM.000679
Date: April 23rd 2019



2.3. Pricing:

| Service | | |
|---|------------|----------------|
| Monthly Rates | | |
| Compressor Rental Rate (monthly) <i>8 months</i> | \$20600.00 | <i>164,800</i> |
| Option: 4160V Starter Rental Rate (monthly) <i>9 months</i> | \$4700.00 | <i>37,600</i> |
| Estimated One-time Costs | | |
| Project Management | \$750.00 | |
| Round Trip Freight | \$5500.00 | |
| Start-Up/Commissioning (2 days) | \$4400.00 | |

The above calculations for one-time costs are estimates. The final price shall be calculated using the actual time and material. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Service Rates listed:

- \$182.00 per hour straight time (8am – 5pm Monday-Friday)
- \$270.00 per hour overtime
- \$187.50 per hour Project Management
- Airfare - \$1100.00 per person
- Per diem, hotel, rental car, fuel, etc. - \$330 per person, per day
- A fee of \$550.00 will be applied due to afterhours loading and off-loading.
Warehouse hours are from 7 am – 4 pm (Monday – Friday)

2.4. Terms:

Pending further review at the time of order, payment terms are Net 30. Invoicing is generated based on a 28-day billing cycle. Payment shall not be dependent on Contractor being paid by any third parties. This proposal is based on our standard terms and conditions of sale listed below. All provisions of this offer are subject to negotiation and final approval by Howden. The terms of this proposal are VALID FOR 30 DAYS and are contingent upon equipment availability.

- Delivery/Pickup standby time is billed at \$165.00 per hour during delays.
- Customer responsible for obtaining any relevant operating permits State and local taxes.
- Tax-exempt customers must supply an exemption certificate.
- Customers are responsible to provide any and all required union labor.
- Full replacement insurance on equipment. (certificate must be provided prior to delivery)
- All lifting/off-loading of equipment. (as applicable)
- Customer responsible for leveling equipment.
- Customer responsible for motor alignment. (as applicable)
- Customer responsible for electrical connections. (main and control)
- Customer responsible for all piping connections. (water, air and control air)

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.

Howden Roots LLC
Springfield, MO United States

Certificate Number:
2019-494271

Date Filed:
05/22/2019

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

City of Round Rock

Date Acknowledged:

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

Brushy Creek WWTP
Rental Agreement

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

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Lucinda Wadle, and my date of birth is 12-30-1968.

My address is 4654 W. Junction Street, Springfield, MO, 65802, USA
(street) (city) (state) (zip code) (country)

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

Executed in Greene County, State of MO, on the 22 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: H.18

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Howden Roots, LLC for the purchase of a Turblex Aeration Blower/Compressor for the East Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$259,700.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Howden Roots Purchase Quote, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0240

One of the existing blowers at the East Wastewater Treatment Plant (WWTP) is inoperable and needs to be replaced. Howden Roots is the only factory authorized service center and distributor of these blowers in North America. Blowers are a crucial element in the daily operations of the WWTP. This resolution is for the purchase of a new Turblex Aeration Blower/Compressor.

This purchase is covered 100% by the BCRWWS insurance policy.

Cost: \$259,700

Source of Funds: *Regional Wastewater Fund*

RESOLUTION NO. R-2019-0240

WHEREAS, the City of Round Rock (“City”) desires to purchase a Turblex Aeration Blower/Compressor for the East Wastewater Treatment Plant; 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, Howden Roots, LLC is the sole source provider of a Turblex Aeration Blower/Compressor for the East Wastewater Treatment Plant; and

WHEREAS, the City wishes to issue a purchase order to Howden Roots, LLC for the purchase of a Turblex Aeration Blower/Compressor, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Howden Roots, LLC for the purchase of a Turblex Aeration Blower/Compressor for the East Wastewater Treatment Plant.

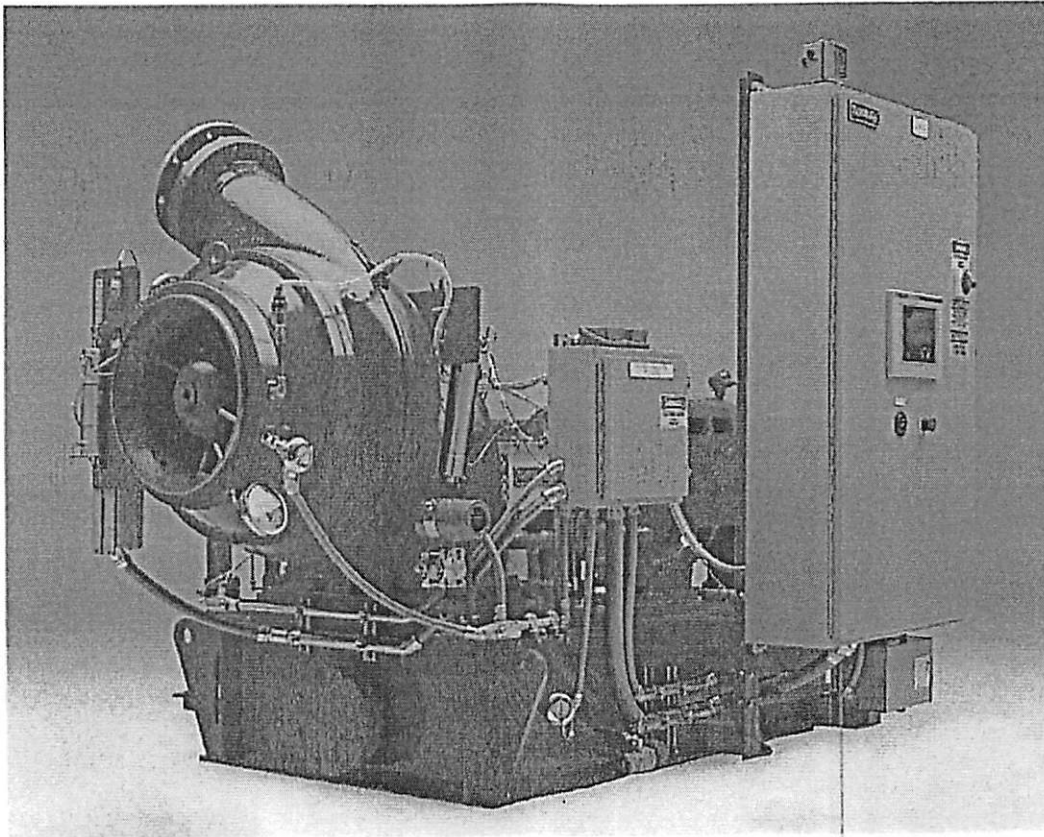
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Budget Proposal

Brushy Creek WWTP, TX

Howden Roots LLC

To: City of Round Rock

Our reference Howden: HROMLH0008

Project: Brushy Creek WWTP

Date: May 6, 2019

Contact: Keith Lynch
Tel: +1 417 429-3481
E-Mail: Keith.Lynch@howden.com
Web: www.howden.com

Revolving Around You™


Howden

Budget Proposal



Location: Round Rock, Texas, USA
Opportunity: Brushy Creek WWTP
Howden Ref. No.: HROMLH0008
Date: May 06, 2019

Represented by: Kent Guilbeau
Hartwell Environmental
1406 Camp Craft Rd., Suite 104
Austin, Texas
(512) 347-7676 (office)
kguilbeau@hartwellenv.com
www.hartwellenv.com

One (1) Turblex high efficiency single-stage bare shaft centrifugal air blower model KA22SV-GL225 with variable diffusers for variable output capacity control and Inlet guide vanes to provide a dual vane control system for efficiency optimization and minimized power consumption. The blowers are designed for a capacity of 13,700 SCFM (14.7 psia, 68°F, 36%RH) at 10.0 PSIG discharge. The blower performance will be same as blower serial no. 6832 – 6833.

Core unit (per drawing 26522) equipped with:

Turblex blower with integral speed increasing gearbox
Impeller in Aluminium
Diffuser vanes in brass
Prerotation vanes in cast iron
Frame actuators for vane system
Standard journal bearings
Mechanical oil pump

Standard Instrumentations (pre-piped and pre-wired):

| | |
|---|-------------------------|
| Blower bearing RTD's | Reverse rotation switch |
| Vibration probes/transmitters, X-Y-Z, blower fast shaft | Surge switch |

Shipped Loose Components (shipped loose for field mounting and wiring by others):

| | |
|--|----------------------|
| Turblex design local inlet filter/silencer, single lamella | Inlet flex connector |
|--|----------------------|

Paint:

Manufacturer's standard finish.

Factory Tests: (for additional or witness testing, contact Howden)

Factory Performance Testing, unwitnessed

Onsite service:

One (1) trip, three (3) days of onsite services are included for blower core start-up and training. Additional services are available per the current Howden rate schedule attached.

Payment Terms:

20% upon acceptance of Purchase order by Howden
40% upon receipt of raw materials, including: gearing, casings, and impellers
20% upon successful completion of blower factory Performance Test
20% at time of final shipment

Terms are 100% of invoiced value without deduction and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. The equipment shall be deemed accepted in the event that the Seller's

Budget Proposal



equipment is placed into commercial operation other than for any required testing and commissioning. Supplier retains the right to file a lien on the equipment or suspend the work in progress due to non-payment by Contractor. Quote is subject to an acceptable credit check.

Shipment:

Shipment will be 7 – 8 months upon acceptance of purchase order by Howden.

Warranty:

Warranties will expire eighteen (18) months after shipment or twelve (12) months after start-up (which shall be the Howden certified date the equipment is available for beneficial use), whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Howden standard terms and conditions.

Items Not Included:

Removal of existing blower core and inlet filter system, Installation of new blower core and inlet filter system, performance guarantee, any ancillary or control systems not integral to the compressor core, base skid, local control panel, main drive motor, duties or taxes, bonds, gaskets or hardware for piping or valve installation, anchor bolts or embedded anchors, interconnecting pipe, temporary items required for field acceptance tests (temporary instruments, devices, piping, motors, utilities etc), fittings, bolts, nuts, gaskets, wiring, valves, oil and lubricants, or any other items not specifically listed above.

Terms and Conditions:

This proposal is based upon the included Howden Roots LLC Standard Terms for Sale of Goods

Notes/Clarifications:

1. Transfer of title will happen at time of delivery.

Price:

Price is \$ 259,700.00 USD, Terms of Delivery DAP Jobsite, Round Rock, TX, USA per INCOTERMS 2010. This proposal is a budgetary offer. Under no circumstances shall it establish any obligation on Howden's behalf nor shall it be considered to be a firm or binding offer by Howden. This proposal is based upon the attached Howden terms and conditions as further restricted or limited to the conditions of this proposal.

Name: Keith Lynch
Phone: +1 (417) 429-3481

Aftermarket Sales Manager
Email: Keith.Lynch@howden.com

TURBLEX

Turbo Performance data
Dual Vane43621: 17:00:11
ID: 2019-05-06_170011-388

Project: Brushy Creek WWT

HV-TURBO Environmental Compressor: KA22SV-GL225

Powersupply : E-motor, RPM - 3600

with Variable diffuser: for Flow regulation

and with Variable Guide vanes : for minimizing Power consumption.

Inlet Conditions:

Pressure: see Table, Temperature: see Table., relative Humidity : see Table.

Volume flow : 13700 scfm (814.7 psia, 36 % rh, 68 degF)

| | | | Compressor performance and Power consumption on the Motorshaft at Inlet conditions : | | | | | | | | | | | | | | | | |
|--------|--------|---------------------|---|-------|---------|-------|----------|-------|--------|----|----------|--|--|--|----|--|--|--|--|
| press. | press. | Inlet- flow % | 105.00 °F | | | | 69.00 °F | | | | 25.00 °F | | | | °F | | | | |
| P0 | P2 | | 100 % RH | | 83 % RH | | 30 % RH | | 0 % RH | | | | | | | | | | |
| psia | psia | | acfm | hp | acfm | hp | acfm | hp | acfm | hp | | | | | | | | | |
| 14.340 | 24.340 | 100.0 | 16148 | 779.2 | 14246 | 697.9 | 12813 | 646.2 | | | | | | | | | | | |
| 14.340 | 24.340 | 75.0 | 12111 | 574.3 | 10684 | 515.2 | 9610 | 485.3 | | | | | | | | | | | |
| 14.340 | 24.340 | 65.0 | 10496 | 501.0 | 9260 | 451.4 | 8328 | 425.2 | | | | | | | | | | | |
| 14.340 | 24.340 | 45.0 | 7267 | 369.1 | 6411 | 332.6 | 5766 | 314.2 | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 14.340 | 23.840 | 100.0 | 16148 | 765.5 | 14246 | 681.7 | 12813 | 633.4 | | | | | | | | | | | |
| 14.340 | 23.840 | 75.0 | 12111 | 552.8 | 10684 | 504.2 | 9610 | 474.3 | | | | | | | | | | | |
| 14.340 | 23.840 | 65.0 | 10496 | 477.1 | 9260 | 442.1 | 8328 | 414.2 | | | | | | | | | | | |
| 14.340 | 23.840 | 45.0 | 7267 | 355.6 | 6411 | 323.0 | 5766 | 306.7 | | | | | | | | | | | |

Preliminary

CONFIDENTIAL

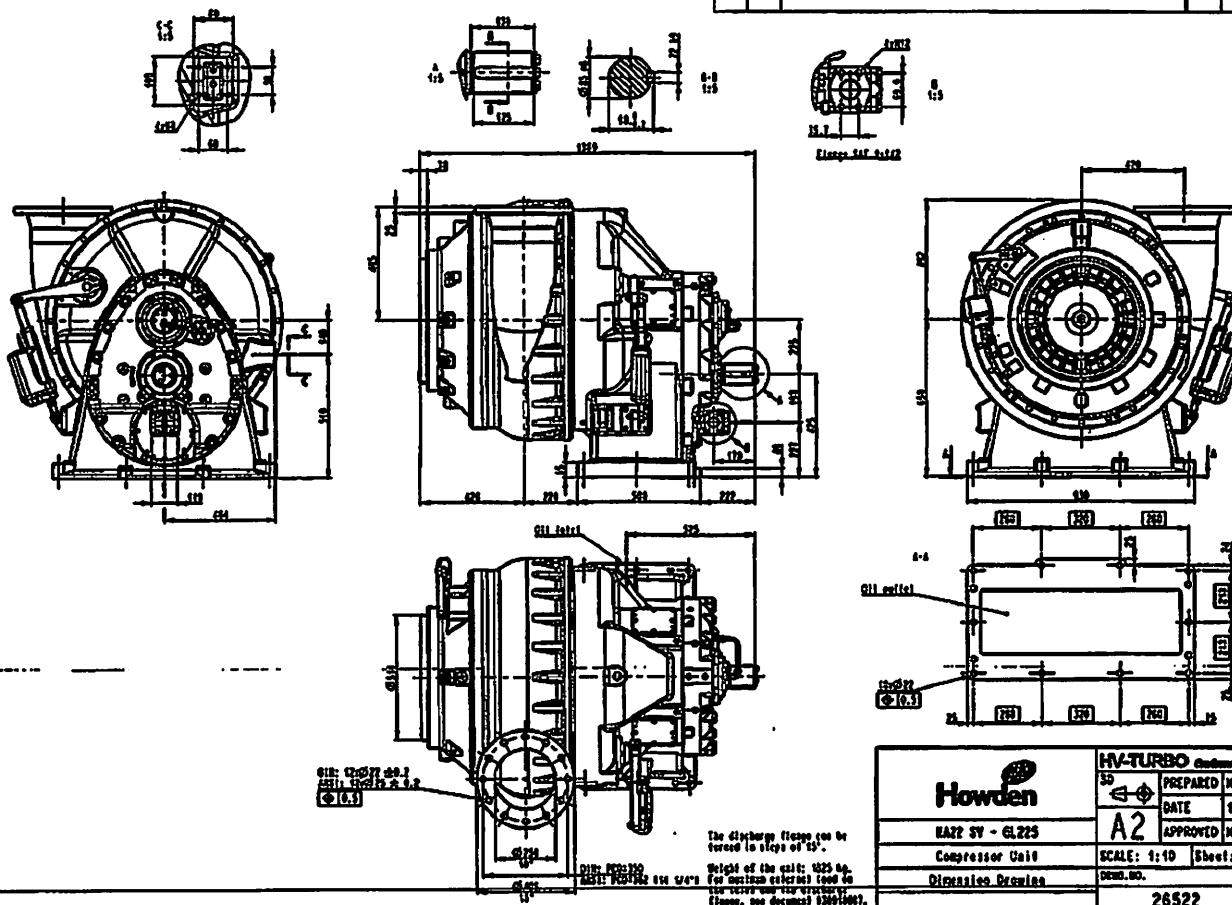



Howden

v1.02 4C000

for private, charitable or ecclesiastical of this character, and whether legible and well printed, and whether the motto can distinguish the edition, or be used, or otherwise be of any value or interest to the public, and whether the design is original, and whether the artist is a resident of this country.

| SECTION | TEXT | REV. | DATE | SIGN. |
|---------|------|------|------|-------|
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| | | | |
|---|-----------------|--------------|-------|
|  Howden KAZZ SV - GL225 | HV-TURBO | | 26522 |
| | \$5 | PREPARED MIN | |
| | A2 | DATE 180403 | |
| | APPROVED MIN | REV. | |
| Compressor Unit | SCALE: 1:10 | Sheet: 1/11 | 00 |
| Drawings Division | DESIG. NO. | 26522 | 00 |

Howden Roots LLC
Standard Terms and Conditions of Sale



1. DEFINITIONS; SCOPE - "Buyer" means the issuer of the purchase order and its attachments. "Seller" means Howden Roots LLC.; "Order" means Buyer's purchase order/contract, these terms and conditions of sale, Seller's acceptance and other attachments mutually agreed upon by the parties. "Goods" means the specified drawings, goods and parts as described in Seller's quotation/bid, this Order, and its attachments; "Services" means the specified supervision, testing, repair, or other services of Seller as described in Seller's quotation/bid, this Order, and its attachments. Delivery and scope of supply shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. ACCEPTANCE - Buyer's acceptance of any Goods or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. These terms and conditions take precedence over Buyer's terms and conditions to which notice of objection is hereby given. No terms or conditions in Buyer's order shall be binding upon Seller unless specifically agreed to in writing by Seller. Neither Seller's commencement of performance or delivery shall be deemed as acceptance of Buyer's terms and conditions.

3. TESTING AND INSPECTION - If specified in the Order, Seller will conduct testing and/or inspection or review(s) by Buyer of the Goods or Services at Buyer's risks and costs. Buyer will receive written notice at least three (3) business days prior to such testing/inspection/review(s). If Buyer waives attendance or fails to attend, any testing/inspection/reviews will be deemed to have been made in Buyer's presence.

4. TITLE & RISK OF LOSS - Unless specified in the Order, Goods are being purchased EXW (Origin/Factory), Incoterms 2010. Title and risk of loss shall transfer to Buyer upon delivery to the agreed upon incoterms point (or when delivery should have taken place but for fault of Buyer). Buyer agrees to document (with photos) and promptly advise Seller of any damage or freight claims. Goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Goods shall be subject to Seller's warranty herein.

5. WARRANTY - Seller warrants that: (i) the Goods will be of good material and workmanship; (ii) the Services shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and Services will conform to the technical specifications and/or drawings expressly agreed upon between the parties in writing. Seller's warranties on the Goods will be in effect until the earlier of: (i) twelve (12) months from first operation/use of any such Goods or (ii) eighteen (18) months after date of delivery (at the applicable FOB/incoterms point quoted by Seller). Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Goods by Seller, at Seller's option and cost (but not including transportation, removal, reinstallation, and decontamination). Seller's warranties on the Services will be in effect until ninety (90) days from the date of the performance of such Services. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair/replacement/re-performance pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above. No "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner and timeframe for such repair/replacement/re-performance. Defective/non-conforming parts(s)/Goods must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of fitting new parts or other Equipment. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. SELLER DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

6. INSTALLATIONS AND ASSEMBLY - Unless specified in the Order, Seller is only the supplier of the Goods and shall have no responsibility for the assembly and installation of the Goods.

7. INTELLECTUAL PROPERTY - Seller's intellectual property rights and proprietary information (in hard copy or in electronic format) remain the property of Seller. Notwithstanding any other provisions or requirements of this Order, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area or information. Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

8. PATENT INDEMNITY - Except (i) to the extent of designs or other intellectual property provided by Buyer and/or (ii) to the extent that Goods are altered or combined by Buyer in a manner causing the infringement, Seller will indemnify Buyer from claims by third parties against Buyer if the Goods infringe any Canadian or United States patent. If an injunction is issued against the further use of the Goods, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Goods; or (ii) modify or replace the same with non-infringing Goods or (iii) remove the infringing Goods and refund the purchase price.

9. BUYER MATERIALS - Buyer-furnished material must be received by Seller in accordance with the delivery schedule agreed upon by both parties. If shipment of such material is delayed or lost, Seller reserves the right to: (i) invoice and hold shipment awaiting such material or (ii) invoice and ship less such material. Buyer shall reimburse Seller for all liability incurred by Seller as a result of any such Buyer delay.

10. ON-SITE SERVICES - The following section shall apply only if Seller provides on-site Services to Buyer under this Order:

10.1 Indemnity of Buyer. Seller will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts/omissions of Buyer or others. Seller's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.

10.2 Insurance. Seller shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability - Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance - statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Seller's acceptance of Buyer's terms of purchase. Seller shall have no other or further obligations related to insurance or coverage.

10.3 Other On-site/Service Provisions. Seller shall comply with applicable Canadian, U.S. and/or provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to Seller's performance of the Work. Seller shall comply with job/site requirements as mutually agreed upon by the parties. Seller is an independent contractor and is not responsible for oversight or supervision of work, property or employees of others, including health, safety, or security. Buyer shall advise Seller's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Seller's personnel shall not be required to take any action, or to enter or

remain in any area where he/she reasonably determines that it would be unsafe. Seller's employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. Seller's time and expense for any delays not caused by Seller shall be charged to Buyer. Buyer shall be responsible for any damage to or loss of property of Seller or its subcontractors property if such damage/loss is not caused by Seller or its subcontractors.

11. FORCE MAJEURE: SHIPMENT AND DELAYS - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Goods or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Goods at Buyer's risk and expense or Buyer must provide for storage at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

12. TAXES & DUTIES - Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Seller invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Seller concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Seller does not invoice Seller for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Seller upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Seller is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Seller for such amount upon request.

13. PAYMENT OF PURCHASE PRICE - Buyer shall pay all invoices within thirty (30) days from the date of Seller's invoice ("Payment Due Date") by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If Buyer disputes all or part of an invoice, Buyer must (i) submit the dispute to Seller in writing within five (5) business days of the date of invoice or the entire amount of the invoice shall be due on the Payment Due Date; and (ii) pay all undisputed amounts on the Payment Due Date. If Buyer fails to pay an undisputed invoice on or before the Payment Due Date, Seller reserves the right to (i) charge late fees at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the maximum amount permitted by law; (ii) require Buyer to pay all of Seller's collection costs; and (iii) cease all work in relation to this Order (without obligation for liquidated damages, if applicable, incurred due to such cessation).

For milestones payments required under this Order, Seller may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Purchase Order, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Seller only waives claims for payment to the extent that such payments have been received by Seller. If, in Seller's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment) or (ii) recover Goods from the carrier, if shipment has been made.

14. CANCELLATION - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller in such case the Seller shall be entitled to be reimbursed for the reasonable Direct Cost incurred by the Seller in performing the work. Direct Costs mean: "such direct costs borne and incurred by the Seller associated with the Order up to and including the date of suspension and/or cancellation, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin." Buyer's cancellation costs shall not exceed the total Order price. Any Goods or Services sold by Seller that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time if: 1) Buyer suspends work or delays delivery beyond 45 days without it being mutually agreed upon in advance; 2) Buyer breaches any material term of this Order; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

15. EXPORT CONTROL - Goods supplied may be subject to export control, trade sanctions, or other export laws, regulations, rules and licenses of Canada, the United States or other countries ("Export Control Regulations"). Buyer agrees to comply with Export Control Regulations as well as any other applicable country's import control laws. Buyer further agrees that if Export Control Regulations are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Unless otherwise mutually agreed upon by the parties, Buyer shall be responsible for obtaining export licenses or other approvals. The Order will not be accepted unless Seller is satisfied that the Goods can be supplied in compliance with the Export Control Regulations. In the event that any applicable Export Control Regulations prohibit or make impracticable Seller's performance hereunder, Seller will be released from all performance related to the Order. Seller will not be liable to Buyer for any losses, damages, or claims arising from such cancellation of the Order. Seller will not accept payment through a trade sanctioned country financial institution.

16. NUCLEAR SALES (IF APPLICABLE) - If Buyer or any ultimate end user intends to use the Goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Indemnity" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).

17. LIMITATION OF LIABILITY; INDEMNITY CONDITIONS; EXCLUSIVE REMEDIES; OBLIGATIONS; & VALIDITY - The following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

17.1 Seller shall not be liable for any loss of profit or revenue, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order.

17.2 Seller's total liability pursuant and/or related to this Order whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order.

17.3 Any duty to indemnify under these terms and conditions/the Order is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim; (ii) tendering the defense/settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

17.4 Buyer's rights and remedies shall be deemed sole and exclusive, and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach, or termination of the Purchase Order. If any provision of these terms and conditions of this Order or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Order and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

18. ENTIRE CONTRACT; GOVERNING LAW & FORUM; OFFICIAL LANGUAGE; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT - These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Governing law and forum of the terms of this Order shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. The parties agree to exclusive venue in Erie County, New York. Buyer and Seller agree that this Order is between them alone, and there are no third party rights or beneficiaries. Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Goods and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect. The parties expressly exclude the application of the United States Convention on Contracts for the International Sale of Goods.



Howden Roots

4654 W. Junction Street
Springfield, MO 65802
USA
T (417) 884-8889
After Hours Emergency #: (417) 929-2929
www.howden.com

Schedule of Field Service Rates

A. The following rates apply for service in Continental United States and Mexico:

Note: All rates are in U.S. Dollars

| Days | Field Service Technician | Engineering Personnel |
|---|---------------------------|---------------------------|
| Monday thru Saturday (except holidays) | First 40 Hours \$175/hour | First 40 Hours \$270/hour |
| | Over 40 Hours \$285/hour | Over 40 Hours \$400/hour |
| Sunday, and locally recognized holidays | All Hours \$350/hour | All Hours \$540/hour |

B. The following rates apply for service outside Continental North America:

| Days | Field Service Technician | Engineering Personnel |
|--|---------------------------|---------------------------|
| Monday thru Saturday (except holidays) | First 40 Hours \$210/hour | First 40 Hours \$280/hour |
| | Over 40 Hours \$320/hour | Over 40 Hours \$425/hour |
| Sunday, and locally recognized holidays. | All Hours \$425/hour | All Hours \$580/hour |

C. The following standards shall apply:

- The minimum time off for a person during any 24-hour period must be eight (8) consecutive hours.
- Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time with a maximum of ten (10) hours each day. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B".
- Standby time at job site, or locally on call, shall be regarded as time worked. For full days of Work and/or Standby, an 8 hour daily charge will apply. Standby time, Monday through Saturday, will be invoiced at the Monday through Saturday Work rate in Tables "A" & "B". Standby time Sundays and holidays will be invoiced at the Sunday and holiday rate in Tables "A" & "B". Weekend waiting rate will be invoiced at the Field Service Technician first 40 hour rate in Tables "A" & "B".
- Rates apply from time and date of departure home base to time and date of return home base.
- When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
- Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
- Payments shall be in U.S. funds unless otherwise agreed in writing.
- Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
- Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses:

- Meals will be \$65/day per diem to be charged from the day of travel start to the day of travel end.
- Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$80.00.
- Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
- Tool usage, when required, will be charged at a rate of \$350 per trip.
- Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions:

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.

TS 5000-1

HRO-S January 1, 2019

PROPRIETARY & CONFIDENTIAL

Important: This is a solicitation. It is subject to revocation without notice. All orders are subject to acceptance by Seller and the terms included.

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.**

Howden Roots LLC
4654 W Junction, MO United States

Certificate Number:
2019-491486

Date Filed:
05/15/2019

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.

Brushy Creek WWTP
Parts and service for WW compressors

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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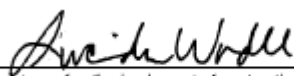
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Lucinda Wadle, and my date of birth is 12-30-1968.

My address is 4654 W Junction, Springfield, MO, 65802, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Greene County, State of MO, on the 23 day of May, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.19

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Precision Pump Systems for the purchase of two (2) Pumps at the East Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services

Cost: \$97,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Precision Pump Quote

Department: Utilities and Environmental Services

Text of Legislative File 2019-0241

Multiple pump failures at the East Wastewater Treatment Plant (WWTP) lift station has lead to the need for purchasing two new 139 hp Sulzer pumps. One of the pumps was under warranty, and the other would have cost \$85,000 to repair. The better option is to purchase two brand new pumps with 5-year warranties, for \$97,000.

This will be a shared cost of the BCRWWS partner cities. The City's portion is 81.96% based on reserved capacity in the system.

Cost: \$97,000.00

Source of Funds: *Regional Wastewater Fund*

RESOLUTION NO. R-2019-0241

WHEREAS, the City of Round Rock (“City”) desire to purchase two (2) new pumps for the East Wastewater Treatment Plant; and

WHEREAS, said pumps are necessary for critical daily operations of the East Wastewater Treatment Plant; and

WHEREAS, the City has an obligation to protect the health, safety, and welfare of its citizenry by procuring equipment necessary to effectively operate the East Wastewater Treatment Plant; and

WHEREAS, the City is under no statutory obligation to advertise for bids for the purchase of equipment needed for critical daily operations of the East Wastewater Treatment Plant, as such purchase falls under the general exemption to competitive bidding requirements cited in the Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the City’s residents; and

WHEREAS, in addition, the City is under no statutory obligation to advertise for bids for the purchase of equipment necessary because of unforeseen damage to public machinery, equipment, or other property, as such falls under the general exemption to competitive bidding requirements cited in the Texas Local Government Code Section 252.022(a)(3); and

WHEREAS, this procurement is made in accordance with Sections 252.022(a)(2) and (3) of the Texas Local Government as both a Public Health and Safety exemption and Unforeseen Damage to Public Machinery exemption; and

WHEREAS, Precision Pump Systems has submitted its proposal to provide two (2) new pumps at reasonable pricing; and

WHEREAS, the City Council wishes to issue a purchase order to Precision Pump Systems for the purchase of two (2) new pumps, Now Therefore

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

That the City Council finds that the purchase of two (2) new pumps for the East Wastewater Treatment Plant is necessary to preserve or protect the public health or safety of the residents of the City and is the result of unforeseen damage to public machinery, equipment, or other property, and such purchase falls under the general exemptions to competitive bidding requirements in Section 252.022(a)(2) and (3).

That the City Manager is hereby authorized and directed to issue a purchase order to Precision Pump Systems for the purchase of two (2) new pumps at the East Wastewater Treatment Plant.

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 13th day of June, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



PO. B 3149 H T 2 3
P 13 83 8530 F 13 83 1221

Attn: City of Round Rock
Project: Brushy Creek WWTP main lift pump replacement
Engineer: NA

Date: 5/14/19

Q N CL430191

Thank you for the opportunity to submit our proposal for your equipment needs.

P P S appreciates your confidence in us to supply the best equipment and service available in the industry today.

E S S I

2 S XFP255 CB2 PE1040 4 460. U 10" , 1 00
RPM, 139 HP, 60' ,
1.3 SF, 480 , 8 3.5" 5" .

U 4900 GPM 1' TDH.

U 5 100

2 20" 10" .

NET 9 ,000.00 . C 2 ARO.

N E Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight. Current estimated delivery of items is running **20** weeks after receipt of approved submittal drawings. Submittals can be furnished approximately 4 to 6 weeks after receiving acceptable purchase order. One-day start-up supervision is included in the above quoted price.

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.



We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,

Corey Lewis
210-819-9213

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance amending Chapter 44, Article VI, Code of Ordinances (2018 Edition), by adding new Section 44-153 regarding septic hauler fees. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2019-0242

The Brushy Creek Regional Wastewater System (BCRWWS) allows septic haulers to dispose of their waste at the East Wastewater Treatment Plant (WWTP). Currently, the cost of disposal is \$0.05 per gallon. The BCRWWS would like for the City of Round Rock to increase the disposal cost to \$0.07 per gallon. In addition, there will be an annual permit fee of \$50.00.

Revenue generated from these services is shared by the partner cities with BCRWWS.

ORDINANCE NO. O 2019 0242

AN ORDINANCE AMENDING CHAPTER 44, ARTICLE VI – ENVIRONMENTAL SERVICES FEES, CODE OF ORDINANCES 2018 EDITION, CITY OF ROUND ROCK, TEXAS, BY ADDING NEW SECTION 44 153 REGARDING SEPTIC HAULERS AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Article VI, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended by adding new section 44-153, which shall read as follows:

S . 44 153 S .

- (a) *Definitions.* The term “*septic hauler*” means any hauler that disposes septic waste at the Brushy Creek Regional Wastewater Treatment Plant.
- (b) *Applicability.* All septic haulers shall possess a valid permit prior to disposing of any septic waste at the Brushy Creek Regional Wastewater Treatment Plant and shall pay the disposal fees as set forth below.
- (c) *Permit.* A septic hauler shall obtain a permit at the main office of the Brushy Creek Regional Wastewater Treatment Plant located at 3939 East Palm Valley Boulevard. The cost of the permit shall be \$50.00. The permit is valid for one (1) year from October 1st through September 30th and shall be renewed annually.
- (d) *Disposal fee.* The fee for disposal is \$0.07 per gallon of septic waste.
- (e) *Payment of disposal fee.* The payment of the disposal fee shall be paid immediately by the septic hauler upon disposal.

II.

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.

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: J.1

Title: Consider the appointment of a Mayor Pro-Tem.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0403



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider the appointment of an Associate Municipal Judge.

Type: Appointment

Governing Body: City Council

Agenda Date: 6/13/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Fitzpatrick_Reappointment Request

Department: City Clerk's Office

Text of Legislative File TMP-0404

May 20, 2019

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem

Councilmembers:
Tammy Young
Matthew Baker
Will Peckham
Hilda Montgomery

Re: Reappointment as Round Rock Associate Municipal Court Judge

TO THE HONORABLE MAYOR, MAYOR PRO-TEM, AND
COUNCILMEMBERS:

Because my term as Associate Municipal Court will expire in June, 2019, this letter represents my request for re-appointment. I remain committed to serving the City of Round Rock, Texas, and look forward to my reappointment.

Sincerely,

/s/Sandra M. Fitzpatrick
Sandra M. Fitzpatrick
Round Rock Associate Municipal Court Judge