



City of Round Rock

City Council - Packet Briefing

Meeting Agenda

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

Tuesday, September 24, 2019

7:30 AM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. STAFF BRIEFING

C.1 Consider staff briefings and Councilmember discussion and/or questions regarding items on the agenda for the September 26, 2019 City Council meeting.

D. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 20th day of September 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

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, September 26, 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-0739](#) [Consider proclaiming September 2019 as "Muscular Dystrophy Association Month" in the City of Round Rock.](#)
- E.2 [TMP-0783](#) [Consider proclaiming September 2019 as "Sickle Cell Awareness Month" in the City of Round Rock.](#)
- E.3 [TMP-0784](#) [Consider a special presentation to the Cityview Bible Church for their on-going dedication and commitment to serving the citizens of Round Rock.](#)

F. STAFF PRESENTATIONS:

- F.1 [TMP-0791](#) [Consider a presentation and department update from Human Resources.](#)

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-0789](#) [Consider approval of the minutes for the September 12, 2019 City Council meeting.](#)
- G.2 [2019-0379](#) [Consider an ordinance amending Chapter 44, Section 44-32 and Section 44-33, Code of Ordinances \(2018 Edition\), regarding water rates and reuse water rates. \(Second Reading\)](#)
- G.3 [2019-0384](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Public Restroom Company for the purchase and installation of a prefabricated restroom facility at Clay Madsen Recreation Center.](#)

H. ORDINANCES:

- H.1 [2019-0378](#) [Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances \(2018 Edition\), regarding the establishment of a Downtown Commercial District. \(First Reading\)\(Requires Two Readings\)](#)
- H.2 [2019-0380](#) [Consider an ordinance adopting the 2019 Property Tax Rate for the City of Round Rock. \(Second Reading\)](#)

I. RESOLUTIONS:

- I.1 [2019-0382](#) [Consider ratifying the property tax increase reflected in the Fiscal Year 2019-2020 Budget.](#)
- I.2 [2019-0377](#) [Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc.](#)
- I.3 [2019-0388](#) [Consider a resolution accepting the final report from the 2019 Charter Review Commission.](#)
- I.4 [2019-0383](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Automatic Aid Assistance between Emergency Service Districts of Travis and Williamson Counties and the cities of Austin, Leander, Cedar Park, Round Rock, and Georgetown.](#)
- I.5 [2019-0387](#) [Consider a resolution authorizing the Mayor to execute the First Amendment to the Chapter 380 Economic Development Agreement with EastGroup Properties, LP.](#)
- I.6 [2019-0394](#) [Consider a resolution establishing a Chapter 380 Economic Development Program for Eastgroup Properties, L.P.](#)

- I.7 [2019-0395](#) [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with EastGroup Properties, L.P. and the Round Rock Transportation and Economic Development Corporation.](#)
- I.8 [2019-0385](#) [Consider a resolution establishing a Chapter 380 Economic Development Program for Phlur, Inc.](#)
- I.9 [2019-0386](#) [Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Phlur, Inc.](#)
- I.10 [2019-0389](#) [Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement Between Williamson County and the City of Round Rock for Cost Sharing Related to RM 620 Improvements Project.](#)
- I.11 [2019-0390](#) [Consider a resolution authorizing the Mayor to execute a Contract with Andale Construction for the 2019 Street Maintenance Program High Density Mineral Bond - Project C.](#)
- I.12 [2019-0391](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with ProDirt Services, LLC for the North Red Bud Turn Lane Project.](#)
- I.13 [2019-0392](#) [Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Chisholm Trail Storm Outfall at Brushy Creek Project.](#)
- I.14 [2019-0393](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LJA Engineering for the Red Bud Lane South Project.](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. EXECUTIVE SESSION:

- K.1 [TMP-0798](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 8 Chisholm Trail, Round Rock, Texas.](#)
- K.2 [TMP-0797](#) [Consider Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding newly adopted legislation.](#)

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 20th day of September 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 September 2019 as "Muscular Dystrophy Association Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0739



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider proclaiming September 2019 as "Sickle Cell Awareness Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0783



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a special presentation to the Cityview Bible Church for their on-going dedication and commitment to serving the citizens of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0784



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation and department update from Human Resources.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Valerie Francoise, Human Resources Director

Cost:

Indexes:

Attachments:

Department: Human Resources Department

Text of Legislative File TMP-0791



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the September 12, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 091219 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0789



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, September 12, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on September 12, 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: 5 - Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Hilda Montgomery

Absent: 2 - Councilmember Tammy Young
Councilmember Will Peckham

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Carrie Thomerson, 709 Palo Duro Loop, spoke regarding a shooting range and gun store that is being built near their neighborhood.

Seyi Fabode, spoke to the Council regarding a shooting range and gun store that is being built near their neighborhood.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-0740](#) Consider special recognition to Robert Sanchez regarding his military service and receipt of the French Legion of Honor Award.
- E.2** [TMP-0738](#) Consider proclaiming September 2019 as "Childhood Cancer Awareness Month" in the City of Round Rock.
- E.3** [TMP-0739](#) Consider proclaiming September 2019 as "Muscular Dystrophy Association Month" in the City of Round Rock.
- This item was pulled from this agenda.*

CONSENT AGENDA:

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Flores to approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

F.1 [TMP-0751](#) Consider approval of the minutes for the August 22, 2019 City Council meeting.

The minutes were approved under the Consent Agenda.

F.2 [2019-0370](#) Consider a resolution authorizing the Mayor to execute an Agreement with Fastenal Company for the purchase of industrial supplies.

This item was approved under the Consent Agenda.

F.3 [2019-0371](#) Consider a resolution authorizing the Mayor to execute a Contract with MSC Industrial Supply Company for the purchase of supplies and equipment for building maintenance, repairs and operations.

This item was approved under the Consent Agenda.

PUBLIC HEARINGS:

G.1 [TMP-0721](#) Consider public testimony regarding the 2019 Property Tax Rate for the City of Round Rock. (First Public Hearing)

Susan Morgan, CFO, made the staff presentation.

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

G.2 [TMP-0700](#)

Consider public testimony regarding a Strategic Partnership Agreement with Round Rock Municipal Utility District No. 1.

Bradley Dushkin, Assistant Planning Director made the staff presentation.

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

RESOLUTIONS:**H.1** [2019-0364](#)

Consider a resolution authorizing the Mayor to execute a Strategic Partnership Agreement with Round Rock Municipal Utility District No. 1.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.2 [2019-0381](#)

Consider a resolution authorizing the Mayor to execute a Public Property Finance Act Contract with Banc of America Public Capital Corp, for the lease/purchase of various equipment.

Susan Morgan, CFO, made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.3 [2019-0365](#)

Consider a resolution authorizing the Mayor to execute a proposal for appraisal services by Paul Hornsby & Company relating to 21 right-of-way parcels to be acquired in connection with the proposed Gattis School Road Phase 3 expansion project.

Gary Hudder, Transportation Director, made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.4 [2019-0366](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with BGE, Inc. for the Red Bud Lane North Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.5 [2019-0367](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with Brown and Gay Engineers, Inc, for the Gattis School Road Segment 6 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.6 [2019-0368](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Hagood Engineering Associates, Inc. for the Oakmont Drive Segment 1B Chandler Creek Tributary Crossing Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.7 [2019-0369](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation (Type B) in amending the Transportation Capital Improvement Program (TCIP).

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.8 [2019-0375](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CDM Smith Inc. for the 2020 Water Master Plan Update.

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

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.9 [2019-0373](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR for the 2020 Comprehensive Wastewater Master Plan Project.

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

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.10 [2019-0372](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Raftelis for the 2020 Impact Fee Analysis and Report Project.

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

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.11 [2019-0374](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the Northeast Downtown Improvements Project.

Michael Thane, Utilities and Environmental Services 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: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

H.12 [2019-0376](#)

Consider a resolution approving the proposed BCRUA Operating Budget for Fiscal Year 2020.

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

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

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

- H.13** [2019-0377](#) Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc.

This item was pulled from this agenda.

ORDINANCES:

- I.1** [2019-0359](#) Consider an ordinance adopting the FY 2019-2020 Annual Budget for the City of Round Rock. (Second Reading)

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

Aye: 5 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Flores
 Councilmember Baker
 Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
 Councilmember Peckham

- I.2** [2019-0380](#) Consider an ordinance adopting the 2019 Property Tax Rate for the City of Round Rock. (First Reading)(Requires Two Readings)

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Floresthat the property tax rate be increased by the adoption of the tax rate of \$0.439000, which is effectively a 9.3 percent increase in the tax rate with a second reading of this ordinance on 9/26/19. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Flores
 Councilmember Baker
 Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
 Councilmember Peckham

- I.3** [2019-0378](#) Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances (2018 Edition), regarding the establishment of a Downtown Commercial District. (First Reading) (Requires Two Readings)

This item was pulled from this agenda.

I.4 [2019-0379](#)

Consider an ordinance amending Chapter 44, Section 44-32 and Section 44-33, Code of Ordinances (2018 Edition), regarding water rates and reuse water rates. (First Reading)(Requires Two Readings)

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

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Baker, that the first reading of this Ordinance be approved with a second reading on 9/26/19. The motion carried by the following vote:

Aye: 5 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nay: 0

Absent: 2 - Councilmember Young
Councilmember Peckham

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

There being no further business, Mayor Morgan adjourned the meeting at 7:17 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 44, Section 44-32 and Section 44-33, Code of Ordinances (2018 Edition), regarding water rates and reuse water rates. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Redline Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2019-0379

Staff recommends an amendment to the existing ordinance to keep both retail and wholesale water rates unchanged.

The previously adopted rate increase on October 1, 2019 is no longer required due to:

- Refinancing existing debt at a lower rate has reduced interest costs
- Raw water costs were less than anticipated
- Power costs to run the utility have been reduced due to a lower power rate contract and operational efficiencies

These savings apply to all retail and wholesale customers.

Background:

The City of Round Rock's goal is to provide water and wastewater rates at the most cost effective and efficient way possible to its customers. With that said, the City takes great pride in having some of the lowest utility rates in the region. In order to ensure that the rates are in line with the cost of providing service, the City conducted a full retail and wholesale water and wastewater rate study in the Spring 2017. The study took a comprehensive look to ensure the City is recovering costs needed to fund capital improvement programs, increasing system demands, and operating pressures. The results of the rate study indicated that the water rates should be amended annually over the next three years. This increase was approved by the Round Rock City Council in September 2017. As stated in the ordinance, the adopted

increases would occur on October 1st of 2017, 2018, and 2019.

ORDINANCE NO. O-2019-0379

AN ORDINANCE AMENDING CHAPTER 44, SECTION 44-32 WATER RATES AND SECTION 44-33 REUSE WATER RATES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS; 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, Section 44-32, Subsections (a)(5), (a)(6), (a)(8), (a)(9), (b) and (c), Code of Ordinances (2018 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 44-32. Water rates.

(a) *Water rates for retail customers.*

(5) *Residential customer volume rates for billing periods.* For water consumed by residential customers during billing periods, each residential customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	Volume Charge Effective October 1, 2017	Volume Charge Effective October 1, 2018	Volume Charge Effective October 1, 2019
Rate Block One	\$2.49	\$2.56	\$2.64
Rate Block Two	\$3.11	\$3.20	\$3.30
Rate Block Three	\$3.74	\$3.85	\$3.97
Rate Block Four	\$5.60	\$5.77	\$5.94

(6) *Commercial customer volume rates for billing periods.* For water consumed by commercial customers during billing periods, each commercial customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

Volume Charge Effective October 1, 2017	Volume Charge Effective October 1, 2018	Volume Charge Effective October 1, 2019
\$2.72	\$2.80	\$2.89

- (8) *Irrigation customer volume rates for billing periods.* For water consumed by irrigation customers during billing periods, each irrigation customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	Volume Charge Effective October 1, 2017	Volume Charge Effective October 1, 2018	Volume Charge Effective October 1, 2019
Rate Block One	\$3.11	\$3.20	\$3.30
Rate Block Two	\$3.74	\$3.85	\$3.97
Rate Block Three	\$5.60	\$5.77	\$5.94

- (9) *Monthly service charge.* Except as provided below, in addition to the above volume rates, each residential, commercial, and irrigation customer shall pay a monthly water service charge pursuant to the following schedule regardless of the amount of water used:

Meter Size in inches	Monthly Service Charge Effective October 1, 2017	Monthly Service Charge Effective October 1, 2018	Monthly Service Charge Effective October 1, 2019
5/8	\$16.04	\$16.52	\$17.02
3/4	\$22.33	\$23.00	\$23.69
1	\$35.26	\$36.32	\$37.41
1-1/2	\$67.56	\$69.59	\$71.67
2	\$106.32	\$109.51	\$112.79
3	\$196.78	\$202.68	\$208.76
4	\$326.01	\$335.79	\$345.86
6	\$1,016.37	\$1,046.86	\$1,078.27

8	\$1,776.48	\$1,829.77	\$1,884.67
10	\$2,789.97	\$2,873.67	\$2,959.88
12	\$3,423.41	\$3,526.11	\$3,631.90

- a. *Medicaid exemption discontinued after October 1, 2005.* Except as provided in subsection (a)(9)b of this section, on and after October 1, 2005, the monthly water service charge exemption for head of household residents eligible for Medicaid benefits will be discontinued.
- b. *Exemption for current recipients.* For residential service located within the corporate city limits where the head of the household is eligible for Medicaid benefits, and if said resident head of household was receiving the Medicaid exemption from the monthly water service charge prior to October 1, 2005, and if said resident head of household re-applies for said exemption between October 1 and October 30 of each year, then the exemption from paying the monthly water service charge shall continue until the head of the household is no longer eligible for Medicaid benefits, as determined by federal guidelines and as administered by the state.
- c. *Unlawful acceptance of exemption or discount.* It shall be unlawful for any person to apply for and/or receive a water rate discount or exemption from the monthly water service charge if such person is not eligible to receive said discount or exemption.

(b) *Water rates and permit fees for bulk users.*

Fire Hydrant Meter Size	Monthly Base Rate
5/8 inch	\$75.00
1 inch	\$100.00
3 inch	\$150.00

Bulk use customers volume rates for billing periods. For water consumed by bulk use customers during billing periods, each bulk use customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

Volume Charge Effective October 1, 2017	Volume Charge Effective October 1, 2018	Volume Charge Effective October 1, 2019
\$2.72	\$2.80	\$2.89

(c) *Rates for water service to wholesale customers.*

(1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.

(2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows:

a. *Aqua Texas, Inc.:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$5,193.00	\$5,364.00	\$5,477.00
Volume Charge	\$2.63	\$2.71	\$2.77

b. *Fern Bluff Municipal Utility District:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$25,634.00	\$26,506.00	\$27,063.00
Volume Charge	\$2.81	\$2.90	\$2.97

c. *Paloma Lake Municipal District Nos. 1 & 2 (Consolidated):*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$5,318.00	\$5,566.00	\$5,728.00
Volume Charge	\$3.82	\$3.97	\$4.05

d. *R&R Mobile:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$1,035.00	\$1,070.00	\$1,094.00
Volume Charge	\$2.31	\$2.39	\$2.44

e. *Walsh Ranch Municipal Utility District:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$3,462.00	\$3,580.00	\$3,655.00
Volume Charge	\$3.13	\$3.23	\$3.30

f. *Williamson County Municipal Utility District #10:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$14,996.00	\$15,506.00	\$15,832.00
Volume Charge	\$2.76	\$2.85	\$2.91

g. *Williamson County Municipal Utility District #11:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$14,173.00	\$14,655.00	\$14,963.00
Volume Charge	\$3.11	\$3.22	\$3.29

h. *Vista Oaks Municipal Utility District:*

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$11,873.00	\$12,277.00	\$12,535.00
Volume Charge	\$2.76	\$2.85	\$2.91

1 II.

2 That Chapter 44, Section 44-33, Code of Ordinances (2018 Edition), City of Round
3 Rock, Texas, is hereby amended to read as follows:

4 **Sec. 44-33. Reuse water rates.**

5 (a) *Reuse water rates.*

- 6 (1) *Volume rates.* For reuse water consumed, each reuse water customer shall pay a volume rate
7 in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing
8 period:

Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
\$1.87	\$1.92	\$1.98

9
10 *NOTE:* Reuse water rates have only one block volume rate. In addition, reuse water is not subject
11 to ANY watering restrictions imposed during any stage of the drought contingency plan.

12 *Monthly service charge.* Except as provided below, in addition to the above volume rates, each
13 reuse water customer shall pay a monthly water service charge pursuant to the following schedule
14 regardless of the amount of water used:

Meter Size in inches	Monthly Service Charge Effective October 1, 2017	Monthly Service Charge Effective October 1, 2018	Monthly Service Charge Effective October 1, 2019
5/8	\$16.04	\$16.52	\$17.02
3/4	\$22.33	\$23.00	\$23.69
1	\$35.26	\$36.32	\$37.41
1-1/2	\$67.56	\$69.59	\$71.67
2	\$106.32	\$109.51	\$112.79
3	\$196.78	\$202.68	\$208.76
4	\$326.01	\$335.79	\$345.86

6	\$1,016.37	\$1,046.86	\$1,078.27
8	\$1,776.48	\$1,829.77	\$1,884.67
10	\$2,789.97	\$2,873.67	\$2,959.88
12	\$3,423.41	\$3,526.11	\$3,631.90

- (2) *Service charge.* Single-family residential homes with city water service that have reuse water meters shall pay 50 percent of the monthly service charges for reuse meters.
- (3) *Outside city limits.* The above reuse water rates and service charges apply to all customers located within the corporate limits of the city. All customers located outside of the corporate limits of the city shall pay double the applicable rates charged customers within the corporate limits of the city, unless a different rate is approved by the council pursuant to a contractual agreement.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Public Restroom Company for the purchase and installation of a prefabricated restroom facility at Clay Madsen Recreation Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$134,840.00

Indexes: 2017 General Obligation Bonds

Attachments: Resolution, Quote, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2019-0384

This item will authorize the City Council to issue a Purchase Order to Public Restroom Company Inc. for the purchase and installation of a prefabricated restroom facility for the Clay Madsen Soccer Field Project.

The Clay Madsen Soccer Field Project included developing the vacant land next to the Clay Madsen Recreation Center to provide two full-size soccer fields and additional parking. In order to provide an improved user experience and to avoid taxing the Recreation Center's facilities, PARD believes these new soccer fields would be well-served by a prefabricated, stand-alone restroom facility.

Cost: \$134,840.00

Source of Funds: 2017 General Obligation Bonds

RESOLUTION NO. R-2019-0384

WHEREAS, the City of Round Rock (“City”) desires to purchase and install a prefabricated restroom facility at Clay Madsen Recreation Center; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program (“Buy Board”) is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Public Restroom Company is an approved vendor of Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Public Restroom Company to purchase said goods and services through Buy Board, 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 Public Restroom Company to purchase and install a prefabricated restroom facility at Clay Madsen Recreation Center.

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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Preliminary Price Proposal: Clay Madsen Soccer Field, City of Round Rock, TX

Date: 8/6/2019

Reference: 10676-7/8/2019-0

Buyboard Contract: 512-16

Model # PS-022

Our Offer to Sell:

1. Restroom Building delivered to site @ \$117,072

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$17,768 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$134,840

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in the excavated trench (excavation by Owner/General Contractor to the proper depth per local code) into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under-slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The Owner/General Contractor brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.

4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
6. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
8. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
9. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
10. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
11. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and

subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Katie Sherin, Executive Vice President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

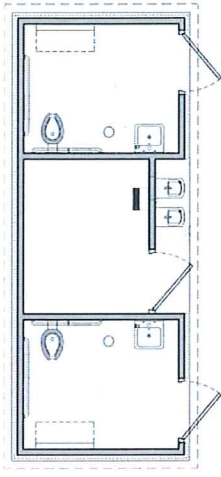
Accepted by:

Authorized Signature

Date

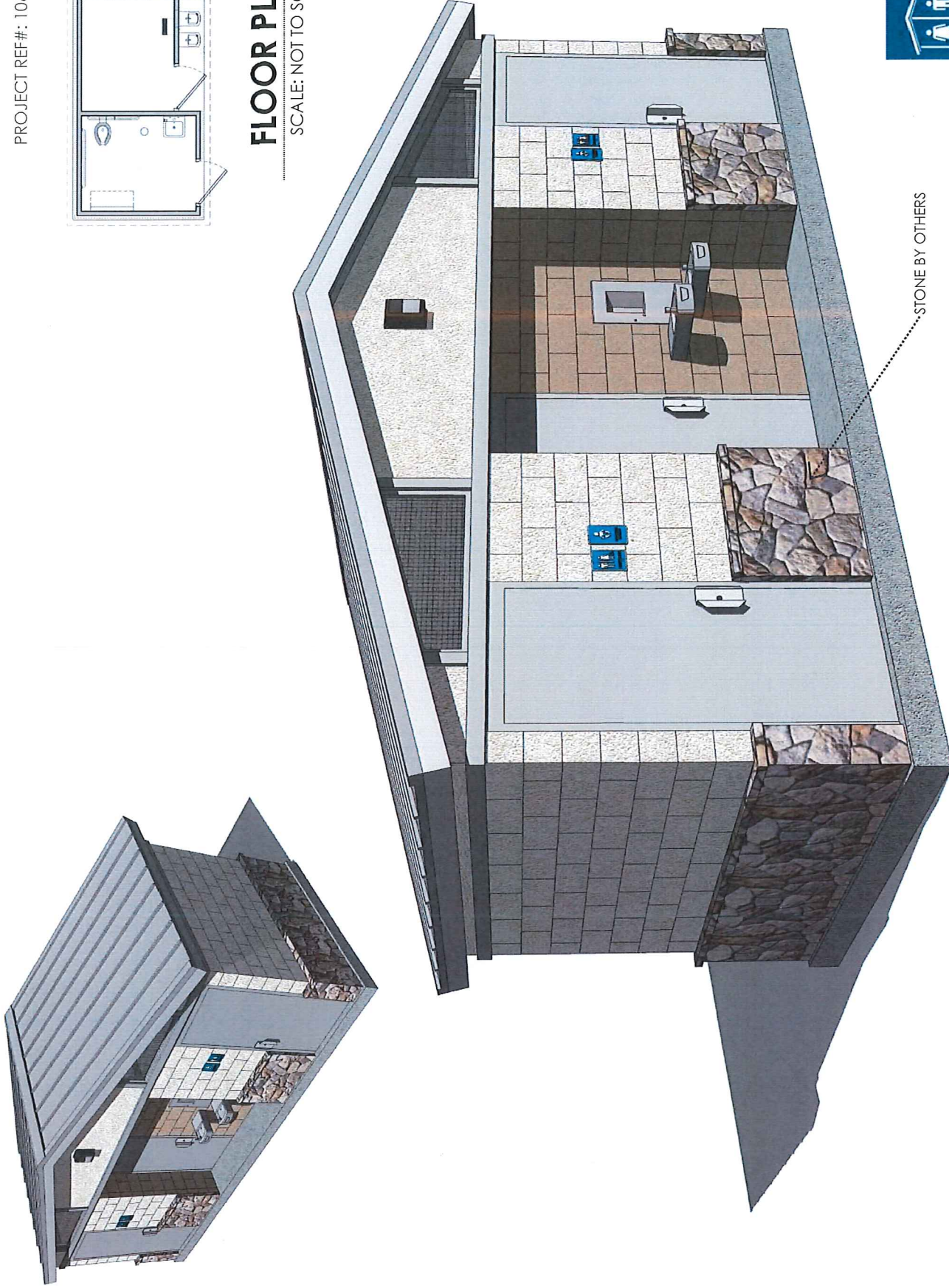
Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE



CLAY MADSEN SOCCER FIELD

CITY OF ROUND ROCK, TEXAS

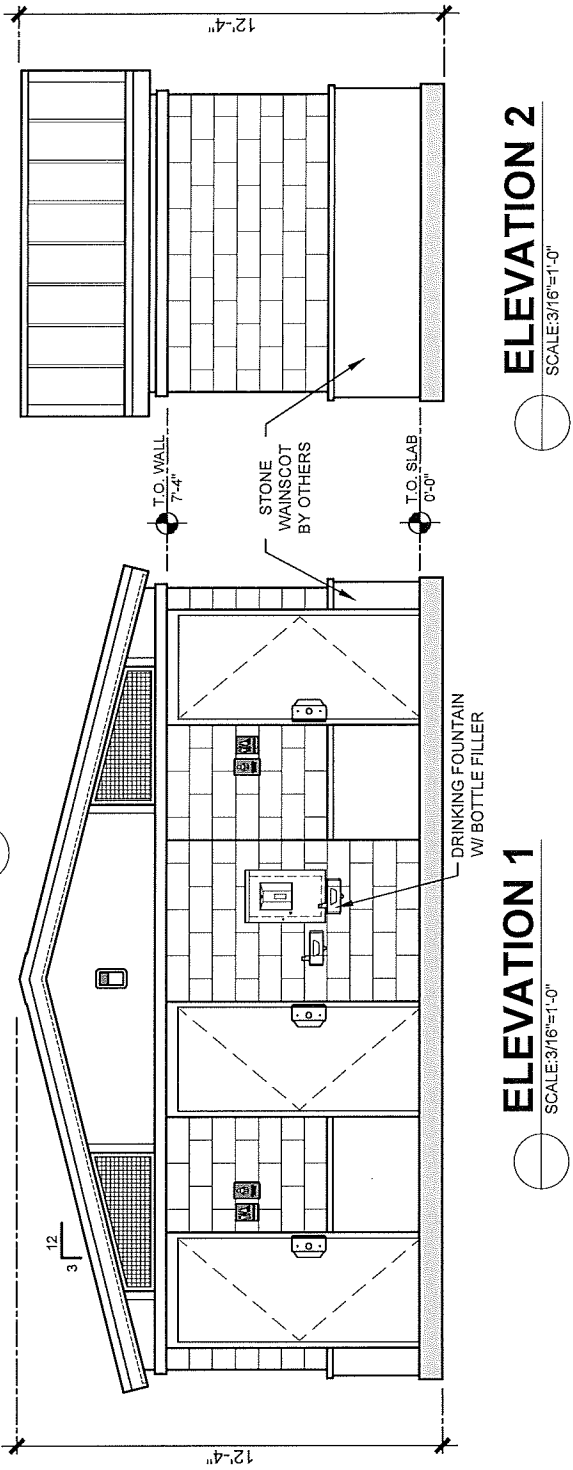
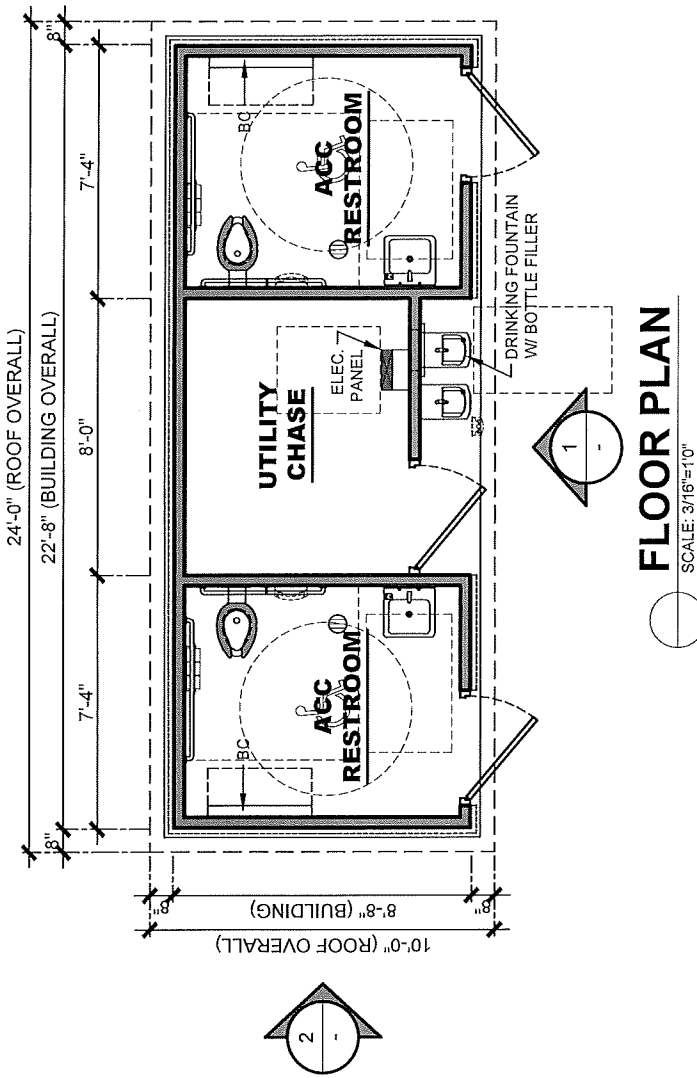
RESTROOM BUILDING


ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

COPYRIGHT 2017, PUBLIC RESTROOM COMPANY. THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.



www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



 PUBLIC RESTROOM COMPANY Building Better Places To Go. SM	BUILDING TYPE: RESTROOM BUILDING		REVISION # -	REVISION DATE: -	SHEET # 90
	PROJECT: CLAY MADSEN SOCCER FIELD CITY OF ROUND ROCK, TX		PROJECT #: 10676	DRAWN BY: 7/8/2019	MAX. PERSON / HOUR: 90
	-NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE, DIMENSIONS PRESIDE		DRAWN BY: EOR		DRAWN BY: EOR

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:
2019-519044

Date Filed:
07/19/2019

Date Acknowledged:

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

The Public Restroom Company
Minden, NV 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

Clay Madsen Soccer Field Prefabricated Restroom Building furnished and turnkey installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Public Restroom Company	Minden, NV United States	X	

5 Check only if there is NO Interested Party. ☐

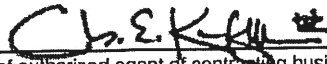
6 UNSWORN DECLARATION

My name is Charles E. Kaufman, IV, and my date of birth is 3/11/1974.

My address is 4375 Great Falls Loop, Reno, NV, 89511, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Douglas County, State of Nevada, on the 19th day of July, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances (2018 Edition), regarding the establishment of a Downtown Commercial District. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Redline Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2019-0378

The City of Round Rock's downtown area is experiencing concerns with illegal dumping, nuisance odors and minimal recycling opportunities. To alleviate these issues, the City is in the process of constructing community dumpster locations on three blocks of downtown, known as the Downtown Commercial District. These locations will allow the tenants in these areas to utilize a common trash/recycle disposal location. The City will assume management of the waste services provided at these locations to the downtown businesses. This will improve the aesthetic of Downtown Round Rock. Currently, the downtown businesses internally choose from an approved franchise to negotiate rates and services. Under the new program, the City will invoice the businesses directly with their existing utility bill for the services provided based on established rates.

The charge for the collection for the refuse and recycling for businesses in the Downtown Commercial District shall be determined based on the classification and square footage of the business. The classifications include: small office, large office, small retail and services, large retail and services, small restaurant, medium restaurant, large restaurant, small bar, and large bar.

The amendment to the ordinance includes the new rates that will be charged to the businesses in the Downtown Commercial District. The rates include the cost from the waste collection company as well as the City's fee for administering the program.

We anticipate that these new rates will go into effect in October 2019.

ORDINANCE NO. O-2019-0378

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE II, SECTION 32-23, COMMERCIAL REFUSE, AND SECTION 32-33, GARBAGE COLLECTION SERVICE CHARGES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING THE ESTABLISHMENT OF A DOWNTOWN COMMERCIAL DISTRICT; 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 32, Article II, Section 32-23, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 32-23. – General ~~C~~commercial refuse.

- (a) *Containers.* For nonresidential customers, either the customer or its refuse collection contractor shall provide containers suitable for dumping by mechanical means. Containers will be placed on private premises at locations agreed between the owner or occupant and the commercial refuse collection contractor; provided, however, no such container shall be placed: 1) within 15 feet of the boundary of any abutting property with a SF (Single-family) or TF (Two-family) zoning designation; or 2) in any front, rear or side yard abutting to a street. The city will not be responsible for damages to paved surfaces on private property caused by commercial refuse collection trucks. Sufficient containers will be placed to accommodate the refuse from each business. Adjacent small businesses may share containers.
- (b) *Manner of disposal.* All refuse from business and commercial establishments shall be placed in the containers. No refuse shall be left outside the containers. All garbage shall be drained before placing in containers. All packing boxes larger than two cubic feet must be flattened before placing in containers. No manure, building materials, rocks, dirt or dead animals shall be placed in the containers.
- (c) *Collection.* Refuse containers shall not be placed out for collection earlier than 5:00 p.m. on the business day prior to the established collection day and shall be moved from the collection site no later than 7:00 a.m. the day after the collection day. For the purposes of this section, a business day shall be defined as any day the City of Round Rock offices are open for business.
- (d) *Recycling containers.* The requirements in subsections (a), (b) and (c) of this section pertaining to refuse containers shall also apply to recycling containers.

(e) This section shall not apply to nonresidential customers in the downtown commercial district as defined in 32-33(c).

II.

That Chapter 32, Article II, Section 32-33, Code of Ordinances (2018 Edition),
City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 32-33. - Garbage collection service charges.

(a) *Residential.*

(1) A sanitation charge for the collection of refuse and for city-wide recycling services shall be made for each occupied residence within the city, whether or not any refuse is deposited for collection for such occupied residence during any month and whether or not the residence utilizes the city-wide recycling services during any month. For multiple housing units, up to and including five units, the sanitation charge shall be applied for each dwelling unit, regardless of the number of water meters.

(2) The residential charge for the collection of refuse and for recycling services shall be \$19.37 per month.

The amended residential charge for refuse and recycling services set forth above shall apply to bills for the collection of refuse and for recycling services issued March 13, 2019 and thereafter.

(3) Except as provided below, on and after June 10, 1993, the garbage rate discount for head of household residents 65 years of age and older will be discontinued. All head of household residents 65 years of age and older actually receiving said discounts prior to June 10, 1993, shall continue to receive said discounts as stated in this section, so long as they re-apply for said discounts before October 30 of each year. For residential service located within the corporate limits where the head of household has attained the age of 65, and if said resident head of household was receiving garbage rate discounts prior to June 10, 1993, and if said resident head of household re-applies for said discount between October 1 and October 30 of each year, said head of household shall be entitled to a discount as currently established or as hereafter adopted by resolution of the city council from time to time from the residential sanitation charge. In order to be entitled to said discount, the head of house shall make a sworn application therefor and present proof of age. It shall be a violation of this Code for anyone to make a false statement on such application, or to receive such discount without being eligible therefor. Each month a discount is unlawfully received shall be considered a separate violation.

(b) ~~General Commercial.~~ A sanitation charge for the collection of refuse from all business, commercial, retail, industrial, and manufacturing establishments shall be made when such collection service is provided by ~~the city or~~ its contractor. The charge shall include furnishing containers for refuse. Multiple house units having more than five housing units shall be considered commercial customers. The sanitation charge for commercial refuse collection shall be set by the contractor providing said service. This paragraph (b) shall exclude all businesses located within the downtown commercial district described in (c) below.

(c) Downtown commercial district.

(1) The downtown commercial district shall consist of Block 10, Block 21 and Block 22 of the original plat of Round Rock.

(2) A sanitation charge for the collection of refuse and recycling services shall be made by the city at the rates in (3) below for each occupied business in the downtown commercial district, whether or not any refuse or recycling is deposited for collection by such occupied business during any month.

(3) The charge for the collection of refuse and recycling for businesses in the downtown commercial district shall be determined based on the classification and square footage of a business as follows:

<u>Business Classification</u>	<u>Sq. ft. Classification</u>	<u>Service Rate per month</u>
<u>Small Office</u>	<u>6500 or less</u>	<u>\$35.00</u>
<u>Large Office</u>	<u>6501 or more</u>	<u>\$69.00</u>
<u>Small Retail and Services</u>	<u>3000 or less</u>	<u>\$69.00</u>
<u>Large Retail and Services</u>	<u>3001 or more</u>	<u>\$110.00</u>
<u>Small Restaurant</u>	<u>1600 or less</u>	<u>\$187.00</u>
<u>Medium Restaurant</u>	<u>1601-3000</u>	<u>\$256.00</u>
<u>Large Restaurant</u>	<u>3001 or more</u>	<u>\$326.00</u>
<u>Small Bar</u>	<u>2500 or less</u>	<u>\$166.00</u>
<u>Large Bar</u>	<u>2501 or more</u>	<u>\$256.00</u>

- (4) For the purposes of this section, a restaurant shall be defined as a business deriving at least 51% of its sales from food and non-alcoholic beverages, and a bar shall be defined as a business deriving at least 51% of its sales from alcoholic beverages.
- (5) The director shall determine the appropriate business classification for each existing business in the downtown commercial district. If a new business does not clearly meet one of the business classifications, the director shall assign the most appropriate classification from the classifications set forth in (3) above. If a new or existing business owner disagrees with the assigned classification, the owner shall have the right to file a written request for reconsideration to the director. If the request for reconsideration is denied, the owner shall have the right to file a written appeal to be decided by the city manager. A request for reconsideration or an appeal shall be granted or denied within thirty (30) days of receipt by the director or city manager. The city manager's decision shall be final.
- (6) For the purposes of this section, the square footage for a business shall be determined by adding the total main area square footage to the total outdoor area square footage. Outdoor area square footage shall include a covered or uncovered patio or any other outdoor space utilized by customers.
- (7) The city shall provide a common container in a designated area on each block. Each business in the downtown commercial district shall utilize only the common container on its block. All refuse and recycling shall be placed inside the common container. All garbage shall be drained before placing in container. All packing boxes larger than two cubic feet must be flattened before placing in container. No manure, building materials, rocks, dirt or dead animals shall be placed in the container.
- (ed) *Outside city limits.* The above garbage collection rates shall apply to all users located within the corporate limits of the city. All users located outside the corporate limits of the city shall pay 1½ times the rate set forth above.

118
119
120
121
122
123
124
125
126
127
128
129
130
131
132

133
134
135
136

137
138

139
140

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance adopting the 2019 Property Tax Rate for the City of Round Rock. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, FY 2020 Budget Highlights, FY 2020 Budget in Brief

Department: Finance Department

Text of Legislative File 2019-0380

This ordinance sets the ad valorem tax rate for the tax year 2019. The rate is based on net taxable property value at January 1, 2019, to assess taxes for collection during fiscal year 2019/20. **The proposed tax rate for 2019 is \$0.439000 per \$100 valuation.** The proposed rate will yield the tax revenues required to fund the 2019/20 Annual Budget as proposed to Council and adopted at the first reading on August 22, 2019.

The 2019 proposed tax rate of \$0.439000 exceeds the effective tax rate of \$0.401615. The increase in the proposed rate over the effective rate is to provide funding for rising operating costs for public safety and city services, public safety equipment, and new debt payments for the road expansion program. Under this proposal, total City taxes on the median valued home with an appraised value of \$255,198 will be \$1,120.

The proposed tax rate provides adequate funding for the proposed FY 2019/2020 City Manager's Budget.

STATE LAW REQUIRES THAT THE MOTION TO ADOPT THE ORDINANCE BE STATED AS FOLLOWS:

"I move that the property tax rate be increased by the adoption of the tax rate of \$0.439000, which is effectively a 9.3 percent increase in the tax rate."

Summary of Proposed Tax Rate:

Maintenance & Operations (M&O) portion	\$0.313509
<u>Debt Portion</u>	<u>\$0.125491</u>
Proposed 2019 Tax Rate	\$0.439000
2018 Tax Rate	\$0.420000
2019 Effective Tax Rate	\$0.401615
2019 Rollback Tax Rate	\$0.441338

State law further requires that a tax rate above the effective tax rate requires a 60% approval by the governing body. For the City of Round Rock, that means five of seven council members must vote yes to approve this item.

If the ordinance sets a tax rate that will impose an amount of taxes to fund M&O expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include specific wording in a specific format in the tax rate ordinance and on the website of the taxing unit.

The effective M&O rate for fiscal year 2019/20 is \$0.281689 and the proposed M&O tax rate is \$0.313509. Based on the proposed tax rate, the following statements must be included in the ordinance adopting the tax rate. These statements and calculations are required, but *the net impact to a tax payer is only a 9.3 percent total increase and the proposed rate is below the 8% rollback limit* for maintenance and operations. The rollback limit is calculated on a different basis than the required methodology for the statement below.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.3 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.82.

A first public hearing and first reading regarding the tax rate are being held on September 12, 2019. The tax rate will be presented for a second public hearing on September 19, 2019 and a second reading and final adoption on September 26, 2019.

Additional information on the budget and this proposed tax rate are available on the City's website.

ORDINANCE NO. O-2019-0380

AN ORDINANCE LEVYING TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ROUND ROCK, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE YEAR 2019.

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

I.

That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Round Rock, Texas, for the year 2019 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 31.3509 cents on each One Hundred Dollars (\$100.00) valuation of property.

That there is hereby levied and there shall be collected for the City of Round Rock, Texas, to provide for Interest and Sinking Funds for the year 2019 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 12.5491 cents on each One Hundred Dollars (\$100.00) valuation of property.

SUMMARY

Maintenance and operation of the Municipal Government	31.3509 cents
Interest and Sinking	<u>12.5491</u> cents
Total Tax per \$100.00 of valuation	43.9000 cents

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.3 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.82.

II.

That the City Clerk shall ensure that the City's home page of its internet website shall include the following statement: "THE CITY OF ROUND ROCK ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.3 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.82."

III.

All monies collected under this ordinance for the specific items herein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, and the City Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

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

FUTURE FOCUS

ROUND ROCK
FY2020 BUDGET

ROUND ROCK TEXAS

COMPONENTS

- The foundation of the annual budget process is the 6 strategic goals updated and confirmed by the City Council each February.
- 1,019 full-time employees dedicated to providing the highest level of customer service to the community including 11 new employees proposed for FY 2020.
- \$74.5 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- \$65 million in property tax revenues that help fund core City services and debt for fire, police, parks, library, streets and more.
- \$214 million for capital improvement projects to maintain, build, and improve the City's trails, parks, facilities, equipment, streets and utility systems.
- Design and construction of bond projects approved by voters in 2013 including a new Fire Station, Trail expansions and a new downtown Library.
- \$14.7 billion in taxable assessed value, an 8.1% increase from FY 2019's \$13.6 billion. This growth reveals that Round Rock remains a popular destination with continued residential and commercial growth.
- Engineering, design and staff work for upcoming road improvement projects including Kenney Fort Boulevard, Gattis School Road, Red Bud Lane and University Boulevard.

PROPERTY TAX INFORMATION

\$0.439

Proposed Tax Rate

\$255,198

Median Home Value

\$1,120

Median City Tax Bill

Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with all types of development happening across the City. This diversity of land use means that even though single-family homes make up 92% of the properties in Round Rock, nearly half of all property tax revenues are paid by owners of commercial and multifamily property.



Single Family Residential **54%**



Multifamily **10%**



Commercial **36%**

NOTE: The City's portion makes up **19%** of our residents' total property tax bill.

HIGHLIGHTS

- The proposed property tax rate for FY 2020 is \$0.4390 per \$100 valuation, 1.9 cents more than the FY 2019 nominal rate of \$0.42.
- The proposed property tax rate is an increase of 3.7 cents or 9.3% above the effective tax rate of \$0.4016, which takes into account the 5% growth in existing property values from last year. This increase allows the City to fund one-time public safety equipment replacements (0.5 cent), debt payments for the road program (1.5 cents) and to keep up with rising operating costs of public safety and city services (1.7 cents).
- The median home value in Round Rock for FY 2020 is \$255,198. An owner of the median valued home will pay \$93 per month in City property taxes for next year.
- A 3% increase in the City's water rates for FY 2020 was approved in September 2017. This increase is no longer needed to maintain and improve the water infrastructure to secure water resources into the future. No other utility rate changes are proposed.

Summary of New Employees

- 6 new staff in Public Safety to continue to make Round Rock one of the safest cities in the nation.
- 1 new CIP Infrastructure Inspector in Transportation to support the 5-year road construction effort.
- 2 additional staff in Parks and Recreation and Library to support 2013 voter approved bond projects.
- 1 Planner to focus on results of new 2030 Comprehensive Plan.
- 1 Utilities Customer Service Representative.

PUBLIC ENGAGEMENT

August 22, 6:00pm - Council Meeting

- Adopt maximum tax rate
- Budget public hearing
- Adopt budget ordinance - first reading

September 12, 6:00pm - Council Meeting

- Final adoption of budget ordinance
- First tax rate public hearing
- Adopt tax rate ordinance - first reading

September 19, 6:00pm - Council Meeting

- Second tax rate public hearing

September 26, 6:00pm - Council Meeting

- Final adoption of tax rate ordinance

Public hearings are held at:

Round Rock City Hall, 211 E. Main Street



**BUDGET IN BRIEF
FISCAL YEAR 2020**

**FUTURE
FOCUS**

**ROUND ROCK
FY2020 BUDGET**



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Major Medical and Educational Destination**
- **An Authentic Downtown** and **choice of Great Neighborhoods**



Introduction

Dear Round Rock Residents,

I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2019 through September 30, 2020. This budget contains spending plans and revenue estimates for all City funds. The City Council continues to take a conservative approach to its financial and operational planning. The decisions that are made now strongly influence what the City will look like and how it will operate for years to come. With this in mind, City staff have been challenged with this budget to consider both the short- and long-term implications of the recommendations.

Strategic Priorities

In February 2019 the City Council affirmed and refined Round Rock's 6 strategic goals. The total proposed budget of **\$444.7 million** is focused on furthering these goals listed below:



Financially Sound City Providing High Value Services



City Infrastructure: Today and for Tomorrow



Great Community to Live



"Sports Capital of Texas" for Tourism and Residents



Authentic Downtown - Exciting Community Destination



Sustainable Neighborhoods - Old and New

The City's most recent biennial citizen survey revealed that traffic and transportation is the top concern of our community. While major improvements to I-35, SH45, and U.S. 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this proposed budget does include funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continue \$4.3 million annual funding for **neighborhood street maintenance**. The City has \$12.5 million in these projects recently completed or in progress.
- The **McNeil (East Bagdad) Extension** will extend McNeil Road east to Georgetown Street to help redirect traffic around our historic downtown, enhancing the downtown core for pedestrians.
- Significant engineering and staff work to prepare for **upcoming road improvement projects** - including Kenney Fort Boulevard, Gattis School Road, Red Bud Lane and University Boulevard.

The City continues to invest in the historic downtown with upgrades in FY 2020 to roads and gathering spaces and more activities to make your family feel right at home in the heart of our community. Some of these upgrades include:

- **Downtown parklets, landscaping, lighting and sidewalk improvements** will help make the downtown more accessible and inviting for visiting, dining, shopping, and socializing.
- Rehabilitation and new lighting solutions for the **historic downtown water tower** will make one of the City's most recognizable landmarks look great year-round.
- Transportation and utility **infrastructure improvements to the north-east downtown**, including planning and design of a future parking garage.

Round Rock's recreation and cultural amenities set our City apart from many municipalities. This FY 2020 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

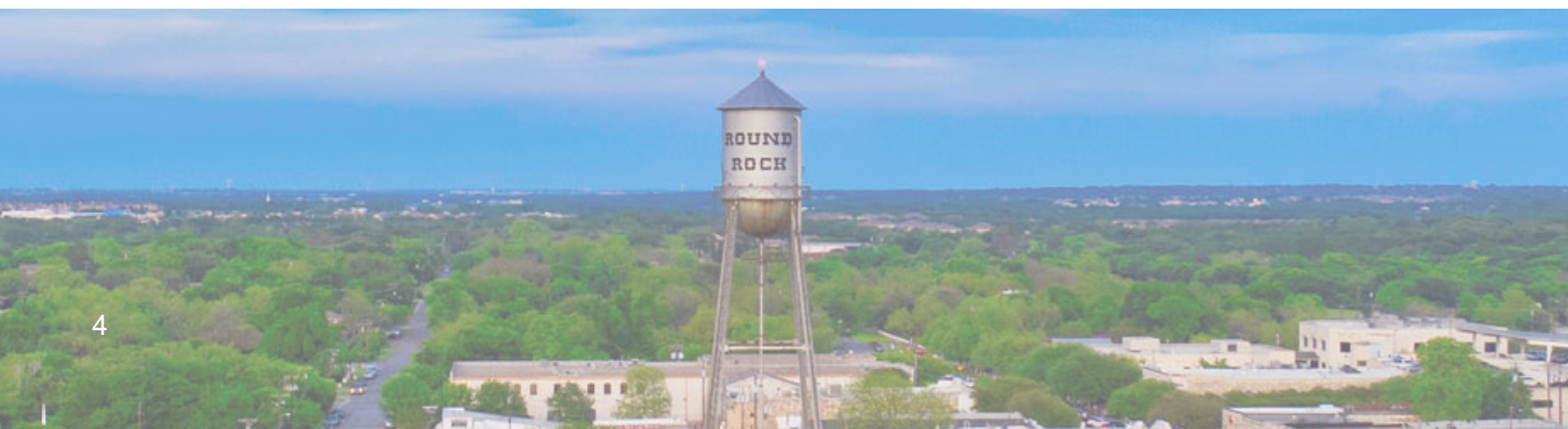
- **Trail connectivity** has been a goal for several years now. The timing has been delayed due to some right-of-way acquisition challenges, but this proposed budget includes the funding necessary to connect our major trail systems and to provide a continuous trail experience across our City.
- The **design of our new library facility** to be built downtown will continue in FY 2020. Groundbreaking is planned for late 2021 with an opening date in November 2023.
- Continued funding for our ever **popular family-friendly events** including the July 4th Parade, Hometown Holiday Lights, Pop up Play Days, Music on Main and more. Funding is also included for Behran's Ranch park and new playgrounds for Mesa Villa and Bradford Parks.

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget includes funding for several initiatives to secure the highest level of public safety for years to come, including:

- Construction of a new **Fire Station #3** is underway and the new station is scheduled to open November 2020.
- One **additional fire code inspector** to help the Fire Prevention division keep up with inspections of new and existing businesses amidst the City's continued growth.
- Two **additional police officers** and two **additional victims' assistants** to assist in efforts to keep Round Rock one of the safest cities in the nation

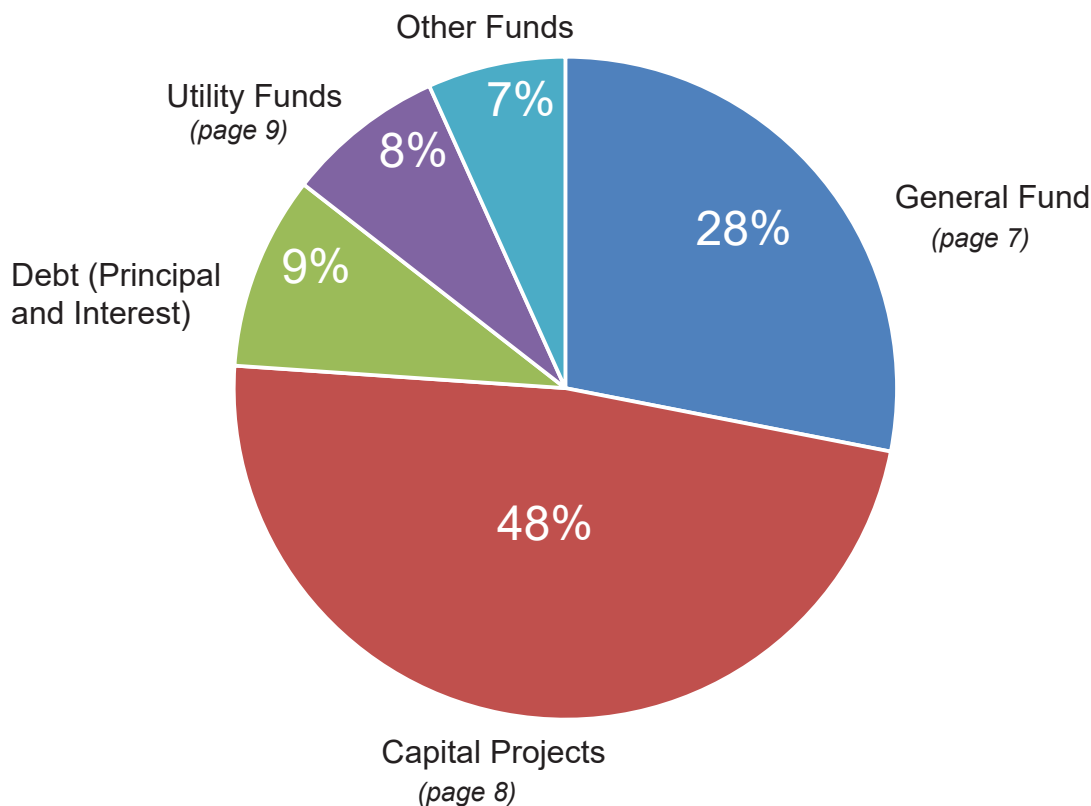


Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2020 Proposed Budget totals \$444.7 million. The expenses are categorized in the pie chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2020 is **\$0.4390** per \$100 of valuation, 1.9 cents more than the FY 2019 nominal rate of \$0.4200.

- The proposed rate of \$0.4390 is an increase of 3.7 cents or 9.3% above the effective tax rate of \$0.4016, which takes into account the 5% growth in existing property values from last year.
- New property valued at \$367 million was added to the property tax roll since last year. This amount of new property will generate \$1.6 million in additional property tax revenues for FY 2020 - which is enough to fund salary adjustments budgeted for FY 2020 for the City's public safety employees.

The median home value in Round Rock for FY 2020 is \$255,198. An **owner of a median valued home will pay \$93 per month** in City property taxes for next year.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

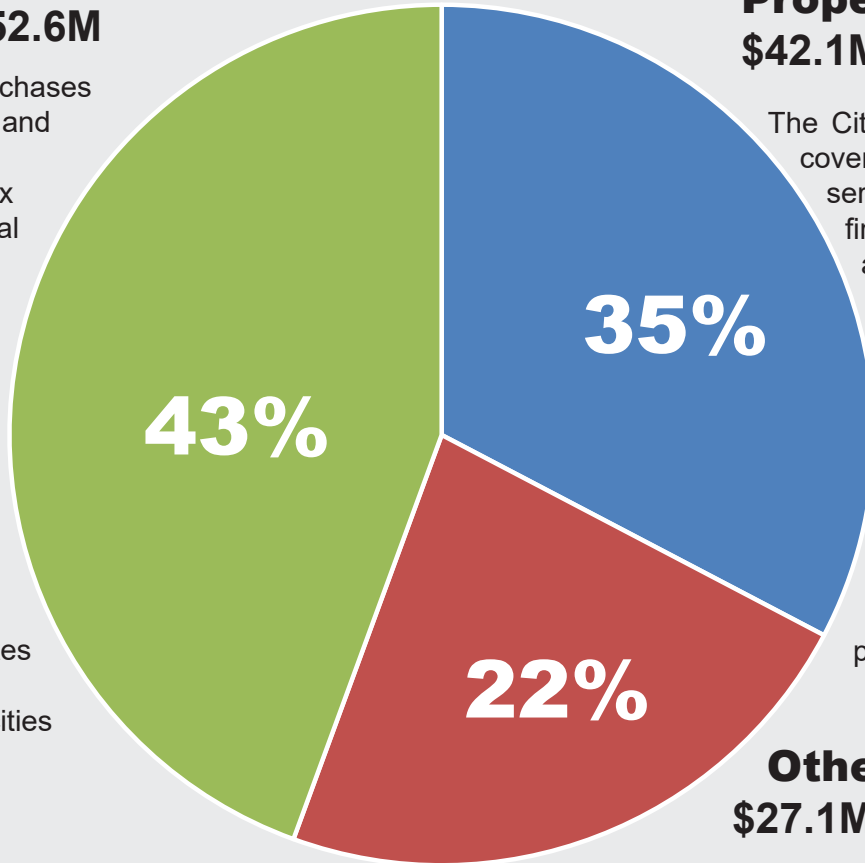
- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- This piece reduces the property tax rate for FY 2020 by 14.5 cents. That saves the median homeowner \$31 a month or 25% on their monthly tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2020 Proposed Budget Book on the City's website.

Sales Tax \$52.6M

For every \$100 in purchases by visitors, residents, and businesses, the City collects \$2 in sales tax revenues. The General Fund gets \$1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates far more sales tax revenues than most cities our size.



Property Tax \$42.1M

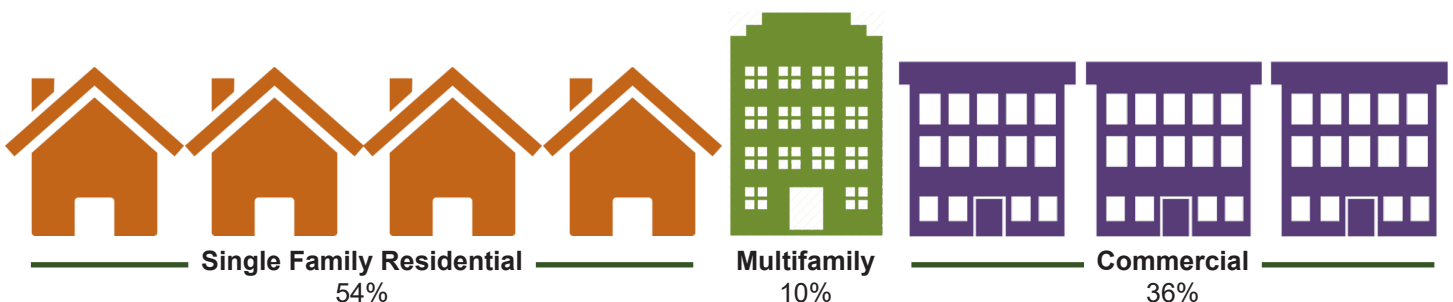
The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past three years the City has opened three new fire stations, added 19 new firefighters and 11 new police officers, and has opened a new Public Safety Training Facility - all thanks in part to property tax revenues.

Other Revenues \$27.1M

Over 100 different revenue sources make up the remainder of General Fund revenues. Some of these are large, like the Electric Franchise Tax revenues budgeted at \$3.6 million for FY 2020. This category includes fees for the City's many recreation programs, building permits, and other services.

Taxable Value by Property Type

Round Rock enjoys a diverse and growing economy with all types of development happening across the City. This diversity of land use means that even though single-family homes make up 92% of the properties in Round Rock, nearly half of all property tax revenues are paid by owners of commercial and multifamily property.



General Fund Expenses

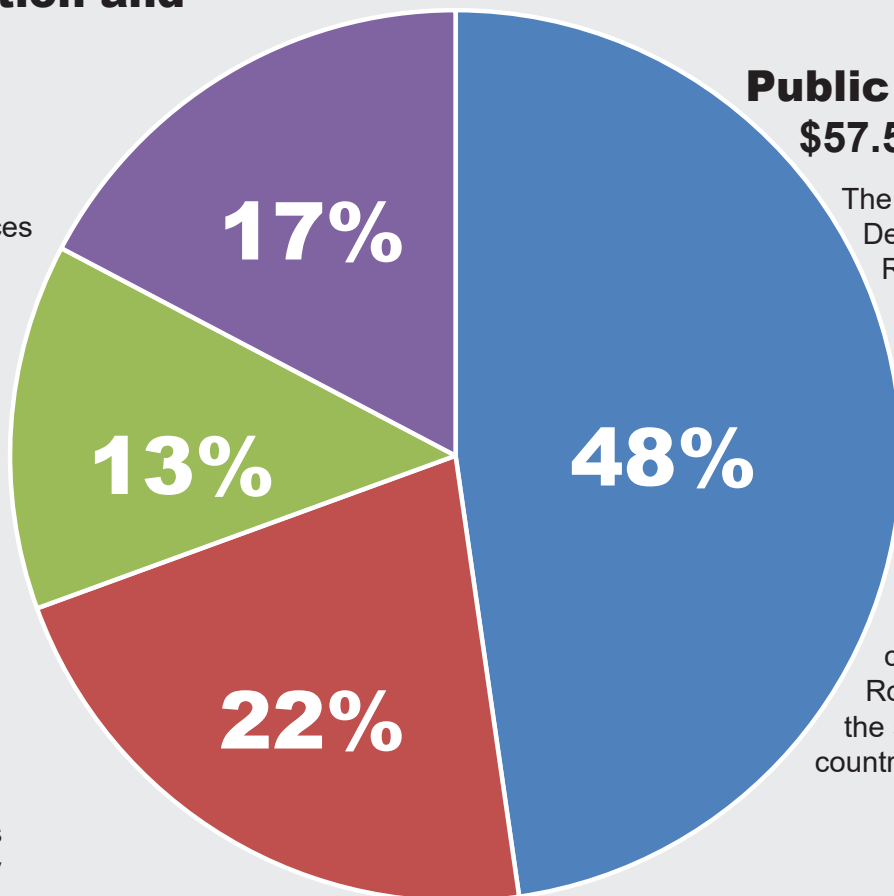
The City's General Fund operating expenses in the FY 2020 Proposed Budget total \$121.2 million. A more detailed look at the General Fund Revenues is available in the FY 2020 Proposed Budget Book on the City website.

Transportation and Planning \$20.6M

Transportation and Planning and Development Services are on the front lines of planning and managing the City's growth and development and maintaining roads and neighborhood streets.

Recreation & Culture \$15.9M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.



Public Safety \$57.5M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for the City Council in prioritizing General Fund expenses. The police, fire, and emergency medical protection these departments offer continue to make Round Rock one of the safest cities in the country.

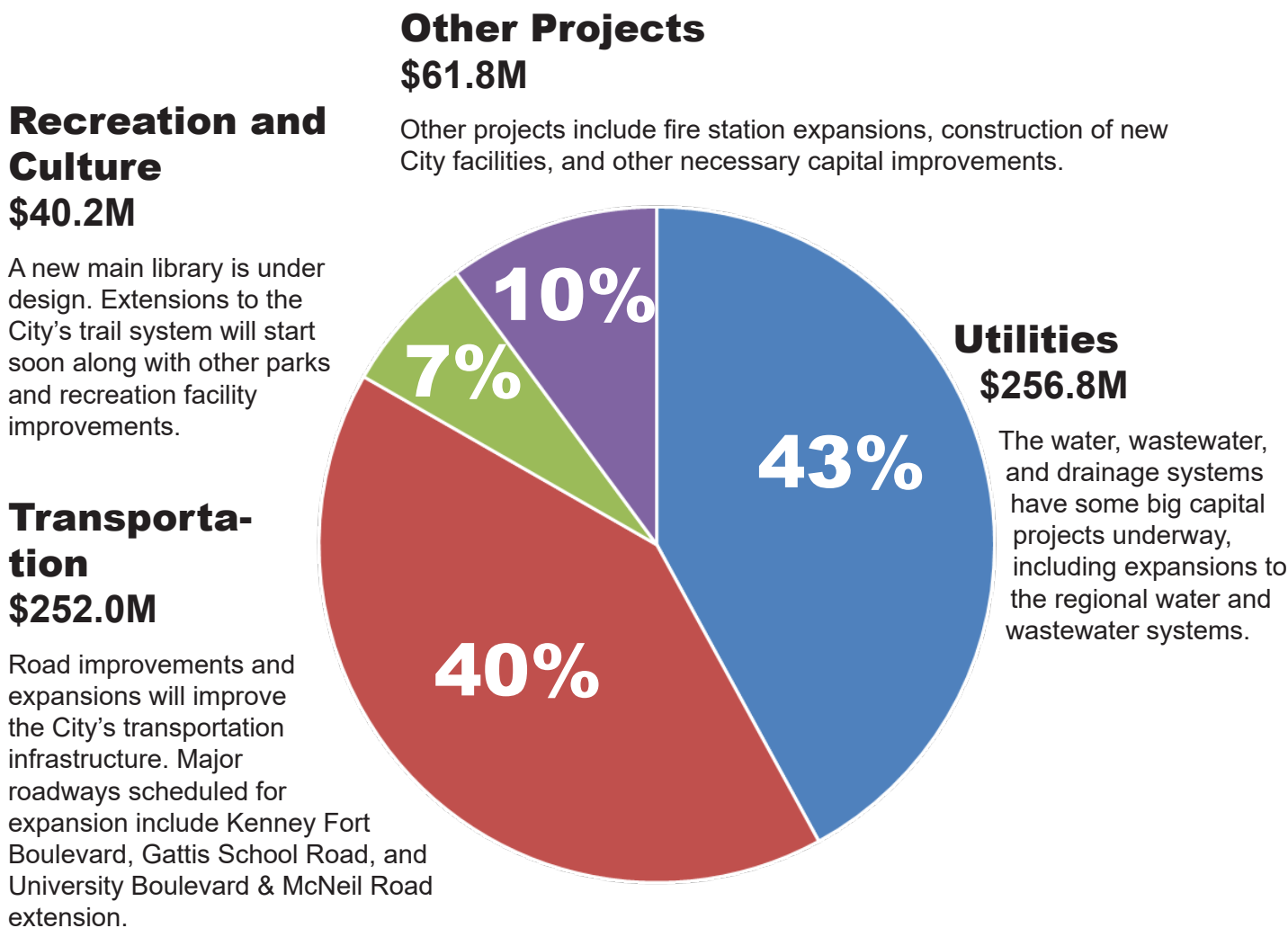
Support Services \$27.2M

Support Services departments in the General Fund include Administration, HR, IT, Finance, Facilities Maintenance, and Vehicle Maintenance. These departments provide support to all City divisions and functions, including those divisions and functions housed in other funds.



Capital Projects

The City has a five-year capital plan that enables long-range, proactive planning for the maintenance, improvements, and expansions to the City’s infrastructure. The total cost of the capital plan included in the FY 2020 proposed budget over the next five years is **\$610.8 million**. Because of our conservative approach to financial planning, only 39% of our planned capital projects will be debt-financed.



Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
New Main Library Facility	Nov 2023	\$37.0M
Trail Projects (Brushy Creek, Heritage Trail, and Lake Creek)	Fall 2022	18.9M
East WWTP Expansion and Re-Rate Improvements (BCRWWS)	Fall 2021	112.0M
University Blvd Improvements	FY 2021	9.0M
McNeil Extension	FY 2020	7.0M
Phase 1C Water Treatment Plant Expansion	FY 2020	19.0M

Utilities and Drainage

Round Rock operates water, wastewater, and drainage systems that serve over 35,000 customers. **There are no utility rate increases** in FY 2019/20.

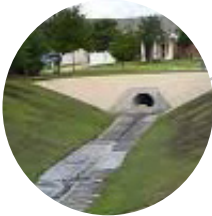
Utility Funds Expenses



Water

\$38.9M


The City provides water to over 140,000 people within the City limits and the surrounding area. All of these customers rely daily on our water system to deliver clean, safe water.



Drainage

\$7.9M

The drainage utility accounts for all aspects of the storm water program associated with storm water drainage, floodplain management, and water quality management.



Utility Billing Department
221 East Main Street
Round Rock, TX 78664

DOE JANE
211 E MAIN ST
ROUND ROCK, TX 78664-0

ACCOUNT STATEMENT

CID - ACCOUNT #	DUE DATE	AMOUNT DUE
00000-000000	08/10/2018	\$99.12

ACCOUNT INFORMATION

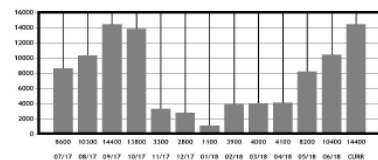
Account Name: DOE JANE
Service Address: 211 E MAIN ST
Current Statement Date: 07/23/2018
Last Payment: 07/09/2018
Last Payment Amount: 89.16
Penalty Applied: 08/13/2018

CURRENT CHARGE SUMMARY

Water:	\$51.90
Wastewater:	\$22.08
Solid Waste:	\$18.83
Storm Water Drainage:	\$4.75

TOTAL AMOUNT DUE \$99.12
Total Due After 08/10/2018 \$108.41

WATER CONSUMPTION (IN HUNDREDS)



CONTACT INFORMATION

For inquiries call: (512) 218-5460
Hours of Operation: Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours: (512) 218-5555
24-Hour Drop Box: Located on the south side of City Hall
Pay by phone: 1-855-894-2392
Make a payment online at: RRTXWater.com

IMPORTANT MESSAGE

THANK YOU FOR PAYING ON TIME!
WE APPRECIATE YOUR PROMPTNESS



Wastewater

\$60.3M

The City's wastewater system includes over 7,500 manholes, 354 miles of wastewater line, lift stations, a reuse water system, and two wastewater treatment plants.



Utility Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and drainage systems.

Charges for Utility Service	\$51.1 M
Impact Fees	8.0 M
Contracts & Other	38.3 M
	\$97.4 M

Hotel Occupancy Tax and Venue Tax Funds

Tourism is a big deal in Round Rock, especially so for a City of our size. We have over 3,200 hotel rooms with another 476 under construction not including the 975 rooms that Kalahari will bring. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including IKEA, Bass Pro Shops, and the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous lodging options in the heart of Central Texas. Each one of these visitors who come and stay overnight in one of Round Rock's hotels pays a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund and the Venue Tax Fund.

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2020 Proposed Budget of \$4.9 million which funds the following attractions in Round Rock.



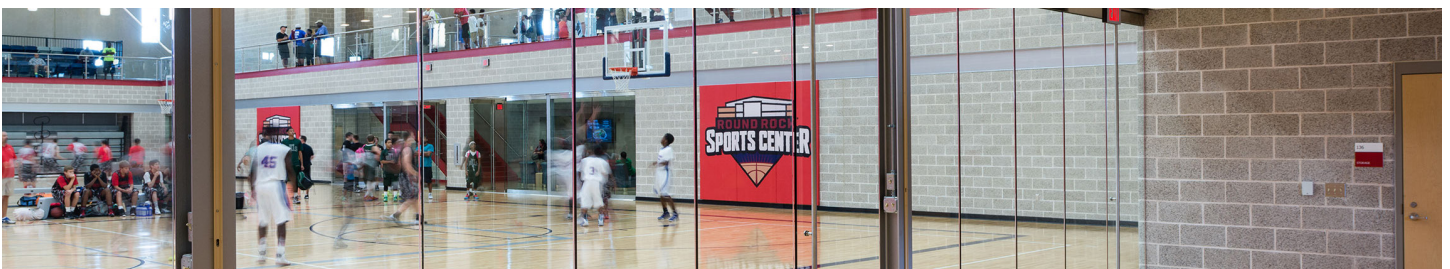
The **Dell Diamond** opened in 2000, is consistently recognized as one of the best minor league stadiums in the country ever since, and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for US Women's Lacrosse and Quidditch, has been named a home field for a new professional rugby team, and has been selected as the future host for national tournaments of NIRSA National Flag Football Championships and NIRSA Soccer National Championships.

Venue Tax Fund

The Venue Tax or Sports Center Fund has a FY 2020 Proposed Budget of \$2.2 million which funds the Round Rock Sports Center.



The **Round Rock Sports Center** opened in January 2014 and has since been the host of numerous sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed and online engagement through Facebook, Twitter, and Nextdoor.



Public Meetings

- **August 22, 6:00pm - Council Meeting** - Council will take action to publish and propose a maximum property tax rate for FY 2020 and will formally set the dates and times for the budget and tax rate public hearings. There will be a budget public hearing and the first reading on the budget ordinance.
- **September 12, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget ordinance. There will be a public hearing on the property tax rate.
- **September 19, 6:00pm - Council Meeting** - Council will hold the second public hearing on the property tax rate.
- **September 26, 6:00pm - Council Meeting** - Council agenda will include the final readings of the property tax rate and final adoption of the same.

Public hearings are held at Round Rock City Hall, 211 E. Main Street



Online Engagement

- The City has developed an engagement campaign for the FY 2020 Proposed Budget and is always welcoming of questions and comments through Facebook, Twitter, Nextdoor, and email.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on roundrocktexas.gov for more information.

A more detailed look at the
FY 2020 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider ratifying the property tax increase reflected in the Fiscal Year 2019-2020 Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: FY2020 Budget in Brief, FY2020 Budget Highlights

Department: Finance Department

Text of Legislative File 2019-0382

Section 102.007 of the Local Government Code requires a governing body that adopts a budget which raises more revenue from property taxes than in the previous year to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

This action ratifies and acknowledges that the adoption of the Fiscal Year 2019-2020 Annual Budget raises more revenue from property taxes than in the previous year. This budget will raise more total property taxes than last year's budget by \$7,720,406 which is a 13.6 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,610,750.



**BUDGET IN BRIEF
FISCAL YEAR 2020**

**FUTURE
FOCUS**

**ROUND ROCK
FY2020 BUDGET**



The City of Round Rock's vision is to be:

- **A Family-Friendly Community** that is **Safe and Distinctive by Design**
- **"The Sports Capital of Texas"** and **Major Medical and Educational Destination**
- **An Authentic Downtown** and **choice of Great Neighborhoods**



Introduction

Dear Round Rock Residents,

I am pleased to present the City of Round Rock's Proposed Budget for fiscal year October 1, 2019 through September 30, 2020. This budget contains spending plans and revenue estimates for all City funds. The City Council continues to take a conservative approach to its financial and operational planning. The decisions that are made now strongly influence what the City will look like and how it will operate for years to come. With this in mind, City staff have been challenged with this budget to consider both the short- and long-term implications of the recommendations.

Strategic Priorities

In February 2019 the City Council affirmed and refined Round Rock's 6 strategic goals. The total proposed budget of **\$444.7 million** is focused on furthering these goals listed below:



Financially Sound City Providing High Value Services



City Infrastructure: Today and for Tomorrow



Great Community to Live



"Sports Capital of Texas" for Tourism and Residents



Authentic Downtown - Exciting Community Destination



Sustainable Neighborhoods - Old and New

The City's most recent biennial citizen survey revealed that traffic and transportation is the top concern of our community. While major improvements to I-35, SH45, and U.S. 79 remain under the jurisdiction of TxDOT and outside the scope of our City budget, this proposed budget does include funding for improvements to the City's transportation network that will provide relief to our residents. Some of these improvements include:

- Continue \$4.3 million annual funding for **neighborhood street maintenance**. The City has \$12.5 million in these projects recently completed or in progress.
- The **McNeil (East Bagdad) Extension** will extend McNeil Road east to Georgetown Street to help redirect traffic around our historic downtown, enhancing the downtown core for pedestrians.
- Significant engineering and staff work to prepare for **upcoming road improvement projects** - including Kenney Fort Boulevard, Gattis School Road, Red Bud Lane and University Boulevard.

The City continues to invest in the historic downtown with upgrades in FY 2020 to roads and gathering spaces and more activities to make your family feel right at home in the heart of our community. Some of these upgrades include:

- **Downtown parklets, landscaping, lighting and sidewalk improvements** will help make the downtown more accessible and inviting for visiting, dining, shopping, and socializing.
- Rehabilitation and new lighting solutions for the **historic downtown water tower** will make one of the City's most recognizable landmarks look great year-round.
- Transportation and utility **infrastructure improvements to the north-east downtown**, including planning and design of a future parking garage.

Round Rock's recreation and cultural amenities set our City apart from many municipalities. This FY 2020 Proposed Budget includes funding for improvements and connections to these amenities that will continue to make Round Rock distinctive. Some of these improvements and connections include:

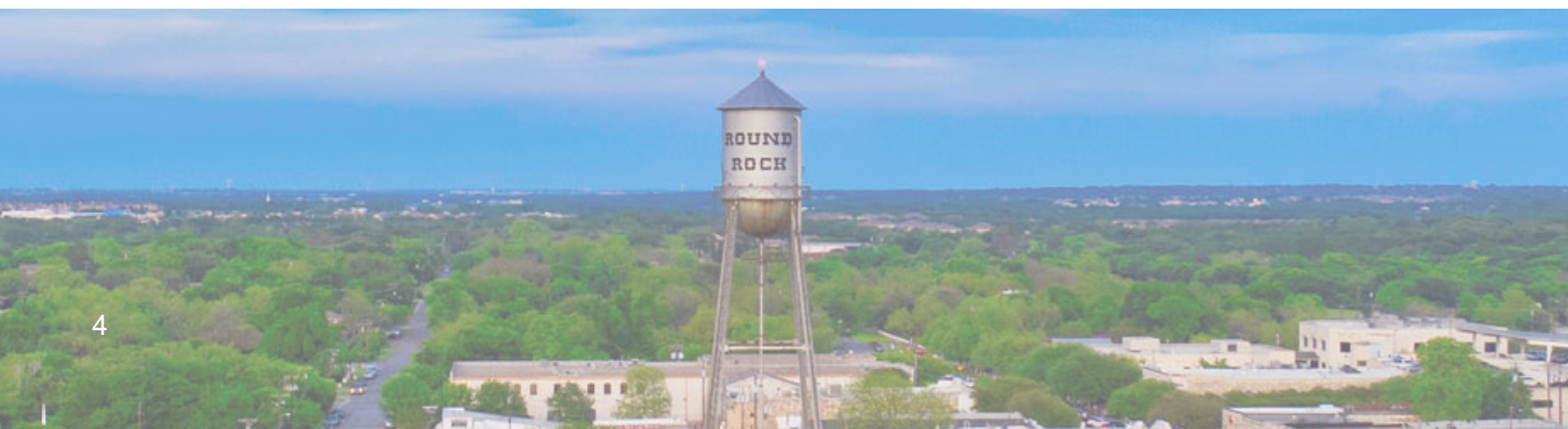
- **Trail connectivity** has been a goal for several years now. The timing has been delayed due to some right-of-way acquisition challenges, but this proposed budget includes the funding necessary to connect our major trail systems and to provide a continuous trail experience across our City.
- The **design of our new library facility** to be built downtown will continue in FY 2020. Groundbreaking is planned for late 2021 with an opening date in November 2023.
- Continued funding for our ever **popular family-friendly events** including the July 4th Parade, Hometown Holiday Lights, Pop up Play Days, Music on Main and more. Funding is also included for Behran's Ranch park and new playgrounds for Mesa Villa and Bradford Parks.

Public Safety remains a top priority for the City Council and Round Rock consistently ranks as one of the safest cities in the nation. This proposed budget includes funding for several initiatives to secure the highest level of public safety for years to come, including:

- Construction of a new **Fire Station #3** is underway and the new station is scheduled to open November 2020.
- One **additional fire code inspector** to help the Fire Prevention division keep up with inspections of new and existing businesses amidst the City's continued growth.
- Two **additional police officers** and two **additional victims' assistants** to assist in efforts to keep Round Rock one of the safest cities in the nation

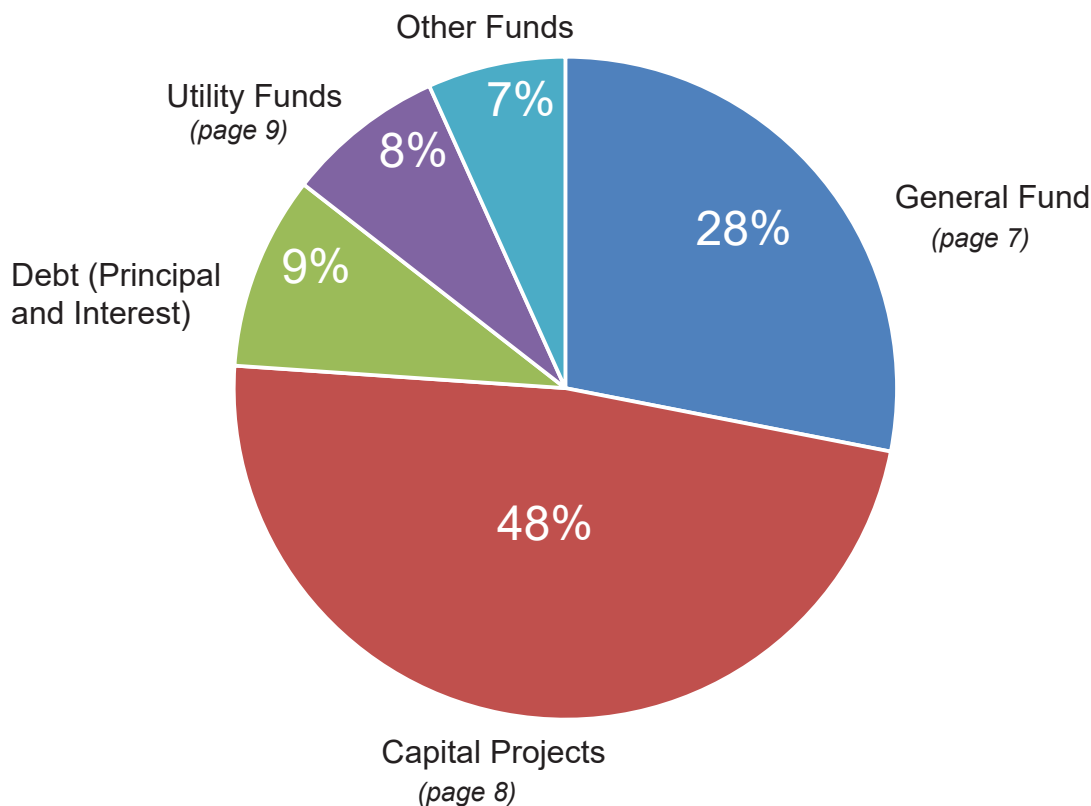


Laurie Hadley, City Manager



Citywide Budget

The Fiscal Year 2020 Proposed Budget totals \$444.7 million. The expenses are categorized in the pie chart below and are summarized in the pages that follow.



Proposed Property Tax Rate

The **proposed property tax rate** for FY 2020 is **\$0.4390** per \$100 of valuation, 1.9 cents more than the FY 2019 nominal rate of \$0.4200.

- The proposed rate of \$0.4390 is an increase of 3.7 cents or 9.3% above the effective tax rate of \$0.4016, which takes into account the 5% growth in existing property values from last year.
- New property valued at \$367 million was added to the property tax roll since last year. This amount of new property will generate \$1.6 million in additional property tax revenues for FY 2020 - which is enough to fund salary adjustments budgeted for FY 2020 for the City's public safety employees.

The median home value in Round Rock for FY 2020 is \$255,198. An **owner of a median valued home will pay \$93 per month** in City property taxes for next year.

Sales tax continues to be an important revenue thanks to the strong local economy. These **sales tax revenues help the property tax rate** as well.

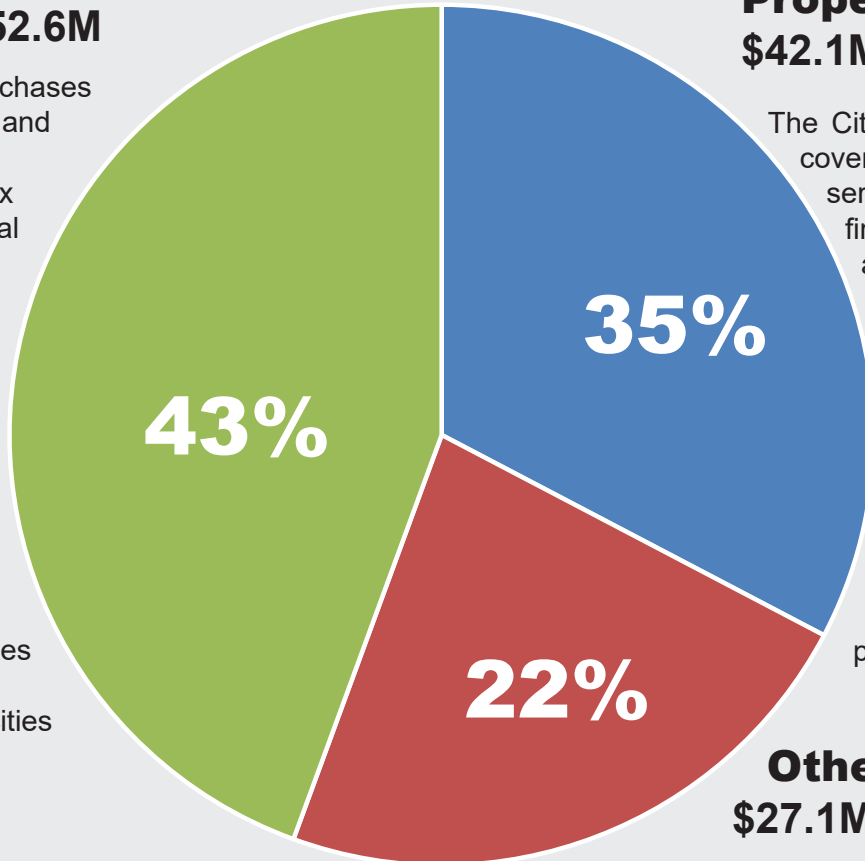
- Built into the 2% local option sales tax rate is a half-cent for property tax reduction.
- This piece reduces the property tax rate for FY 2020 by 14.5 cents. That saves the median homeowner \$31 a month or 25% on their monthly tax bill.

General Fund Revenues

The City's General Fund Revenues come from a wide variety of revenue sources. A more detailed look at the General Fund Revenues is available in the FY 2020 Proposed Budget Book on the City's website.

Sales Tax \$52.6M

For every \$100 in purchases by visitors, residents, and businesses, the City collects \$2 in sales tax revenues. The General Fund gets \$1.50 and the remaining 50 cents goes to the Type B Fund to pay for roads and economic development. Round Rock's unique mix of destination shopping and corporate headquarters generates far more sales tax revenues than most cities our size.



Property Tax \$42.1M

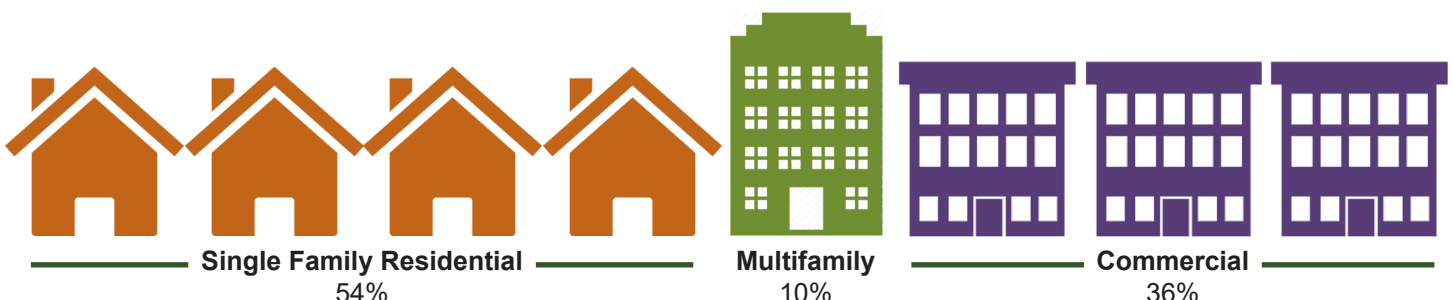
The City's property taxes help cover many of our core services including police, fire, transportation, parks and recreation, and the library. Over the past three years the City has opened three new fire stations, added 19 new firefighters and 11 new police officers, and has opened a new Public Safety Training Facility - all thanks in part to property tax revenues.

Other Revenues \$27.1M

Over 100 different revenue sources make up the remainder of General Fund revenues. Some of these are large, like the Electric Franchise Tax revenues budgeted at \$3.6 million for FY 2020. This category includes fees for the City's many recreation programs, building permits, and other services.

Taxable Value by Property Type

Round Rock enjoys a diverse and growing economy with all types of development happening across the City. This diversity of land use means that even though single-family homes make up 92% of the properties in Round Rock, nearly half of all property tax revenues are paid by owners of commercial and multifamily property.



General Fund Expenses

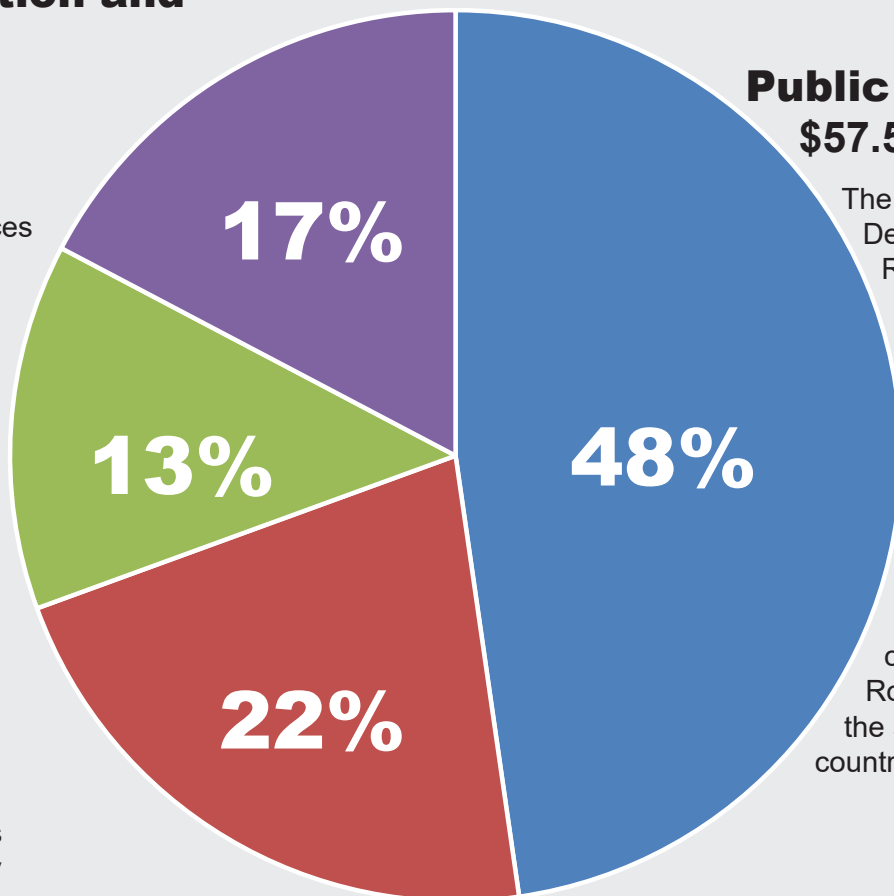
The City's General Fund operating expenses in the FY 2020 Proposed Budget total \$121.2 million. A more detailed look at the General Fund Revenues is available in the FY 2020 Proposed Budget Book on the City website.

Transportation and Planning \$20.6M

Transportation and Planning and Development Services are on the front lines of planning and managing the City's growth and development and maintaining roads and neighborhood streets.

Recreation & Culture \$15.9M

The Parks and Recreation and Library Departments offer the high-quality recreation and cultural services that Round Rock's residents have come to expect.



Public Safety \$57.5M

The Round Rock Police Department and the Round Rock Fire Department are always top priorities for the City Council in prioritizing General Fund expenses. The police, fire, and emergency medical protection these departments offer continue to make Round Rock one of the safest cities in the country.

Support Services \$27.2M

Support Services departments in the General Fund include Administration, HR, IT, Finance, Facilities Maintenance, and Vehicle Maintenance. These departments provide support to all City divisions and functions, including those divisions and functions housed in other funds.



Capital Projects

The City has a five-year capital plan that enables long-range, proactive planning for the maintenance, improvements, and expansions to the City's infrastructure. The total cost of the capital plan included in the FY 2020 proposed budget over the next five years is **\$610.8 million**. Because of our conservative approach to financial planning, only 39% of our planned capital projects will be debt-financed.

Recreation and Culture \$40.2M

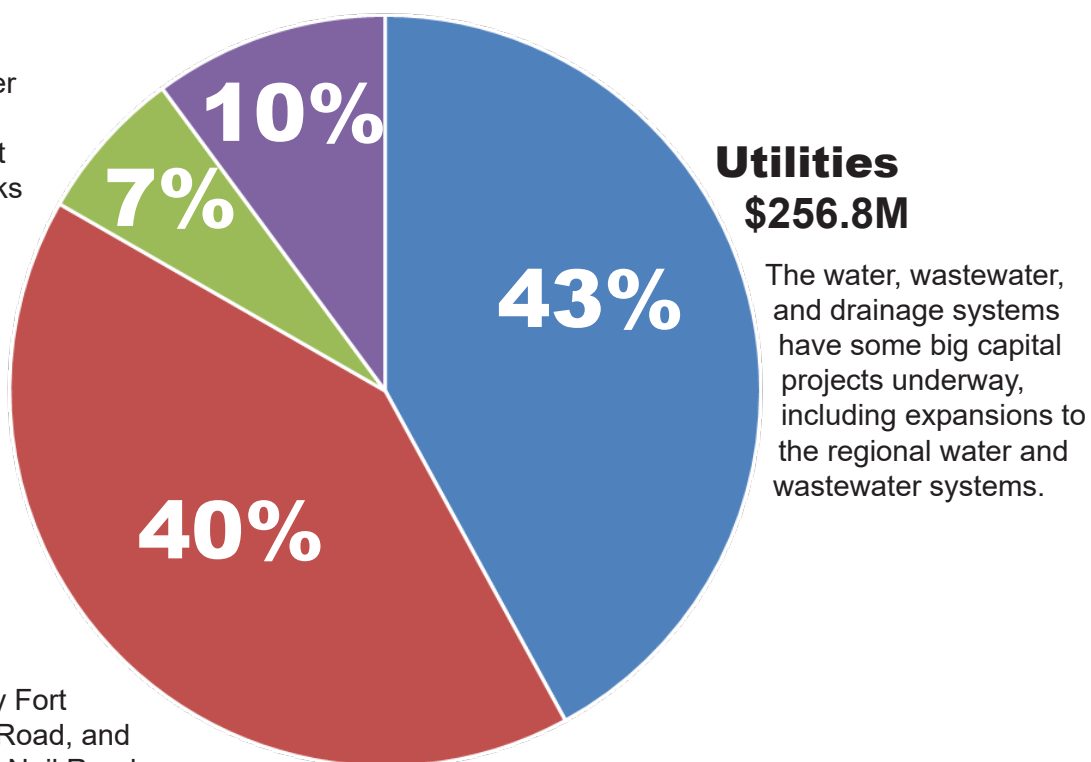
A new main library is under design. Extensions to the City's trail system will start soon along with other parks and recreation facility improvements.

Transportation \$252.0M

Road improvements and expansions will improve the City's transportation infrastructure. Major roadways scheduled for expansion include Kenney Fort Boulevard, Gattis School Road, and University Boulevard & McNeil Road extension.

Other Projects \$61.8M

Other projects include fire station expansions, construction of new City facilities, and other necessary capital improvements.



Utilities \$256.8M

The water, wastewater, and drainage systems have some big capital projects underway, including expansions to the regional water and wastewater systems.

Major Capital Projects

Projects	Estimated Completion Date	Total Project Cost
New Main Library Facility	Nov 2023	\$37.0M
Trail Projects (Brushy Creek, Heritage Trail, and Lake Creek)	Fall 2022	18.9M
East WWTP Expansion and Re-Rate Improvements (BCRWWS)	Fall 2021	112.0M
University Blvd Improvements	FY 2021	9.0M
McNeil Extension	FY 2020	7.0M
Phase 1C Water Treatment Plant Expansion	FY 2020	19.0M

Utilities and Drainage

Round Rock operates water, wastewater, and drainage systems that serve over 35,000 customers. **There are no utility rate increases** in FY 2019/20.

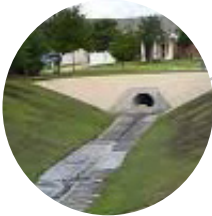
Utility Funds Expenses



Water

\$38.9M


The City provides water to over 140,000 people within the City limits and the surrounding area. All of these customers rely daily on our water system to deliver clean, safe water.



Drainage

\$7.9M

The drainage utility accounts for all aspects of the storm water program associated with storm water drainage, floodplain management, and water quality management.



Utility Billing Department
221 East Main Street
Round Rock, TX 78664

DOE JANE
211 E MAIN ST
ROUND ROCK, TX 78664-0

ACCOUNT STATEMENT

CID - ACCOUNT #	DUE DATE	AMOUNT DUE
00000-000000	08/10/2018	\$99.12

ACCOUNT INFORMATION

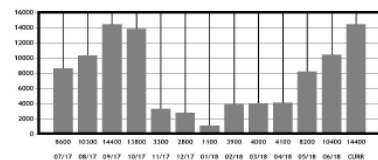
Account Name: DOE JANE
Service Address: 211 E MAIN ST
Current Statement Date: 07/23/2018
Last Payment: 07/09/2018
Last Payment Amount: 89.16
Penalty Applied: 08/13/2018

CURRENT CHARGE SUMMARY

Water:	\$51.90
Wastewater:	\$22.08
Solid Waste:	\$18.83
Storm Water Drainage:	\$4.75

TOTAL AMOUNT DUE \$99.12
Total Due After 08/10/2018 \$108.41

WATER CONSUMPTION (IN HUNDREDS)



CONTACT INFORMATION

For inquiries call: (512) 218-5460
Hours of Operation: Monday - Friday 8:00 a.m. - 5:00 p.m.
Emergency After-Hours: (512) 218-5555
24-Hour Drop Box: Located on the south side of City Hall
Pay by phone: 1-855-894-2392
Make a payment online at: RRTXWater.com

IMPORTANT MESSAGE

THANK YOU FOR PAYING ON TIME!
WE APPRECIATE YOUR PROMPTNESS



Wastewater

\$60.3M

The City's wastewater system includes over 7,500 manholes, 354 miles of wastewater line, lift stations, a reuse water system, and two wastewater treatment plants.



Utility Revenues

Utility rates are structured to generate sufficient revenues to fully cover the operations, maintenance, and expansions to the water, wastewater, and drainage systems.

Charges for Utility Service	\$51.1 M
Impact Fees	8.0 M
Contracts & Other	38.3 M
	\$97.4 M

Hotel Occupancy Tax and Venue Tax Funds

Tourism is a big deal in Round Rock, especially so for a City of our size. We have over 3,200 hotel rooms with another 476 under construction not including the 975 rooms that Kalahari will bring. Visitors come to Round Rock for the wide-range of indoor and outdoor sporting events held in the Sports Capital of Texas; for our destination-based retail including IKEA, Bass Pro Shops, and the Round Rock Premium Outlets; and for the variety of restaurants, outdoor adventures, and numerous lodging options in the heart of Central Texas. Each one of these visitors who come and stay overnight in one of Round Rock's hotels pays a 9% City occupancy tax that is split between our two tourism-related funds: the Hotel Occupancy Tax Fund and the Venue Tax Fund.

Hotel Occupancy Tax Fund

The Hotel Occupancy Tax Fund has a FY 2020 Proposed Budget of \$4.9 million which funds the following attractions in Round Rock.



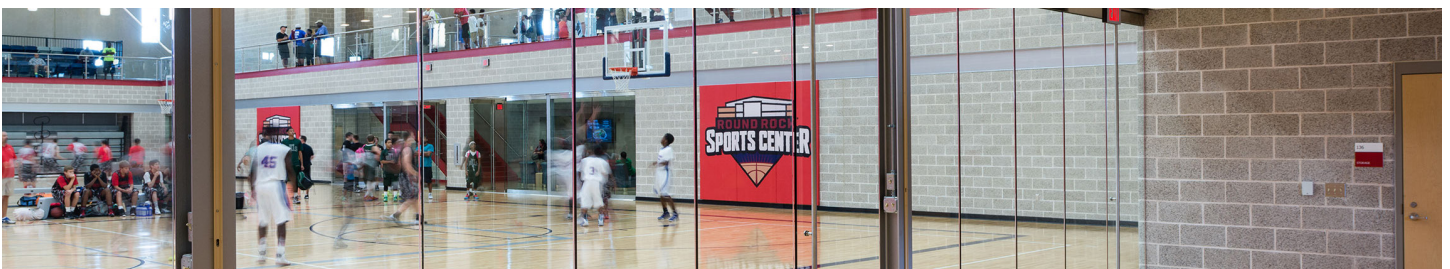
The **Dell Diamond** opened in 2000, is consistently recognized as one of the best minor league stadiums in the country ever since, and has one of the highest attendance rates.



The **Round Rock Multipurpose Complex** opened in May 2017. Since its inception it has hosted dozens of regional tournaments, national tournaments for US Women's Lacrosse and Quidditch, has been named a home field for a new professional rugby team, and has been selected as the future host for national tournaments of NIRSA National Flag Football Championships and NIRSA Soccer National Championships.

Venue Tax Fund

The Venue Tax or Sports Center Fund has a FY 2020 Proposed Budget of \$2.2 million which funds the Round Rock Sports Center.



The **Round Rock Sports Center** opened in January 2014 and has since been the host of numerous sporting events as well as banquets, wedding expos, corporate meetings, and other events that bring visitors to Round Rock.

How to Become Involved in the Budget Process

The City of Round Rock values public participation in the budget and property tax rate setting process. There are opportunities for participation by attending public City Council meetings where the budget will be discussed and online engagement through Facebook, Twitter, and Nextdoor.



Public Meetings

- **August 22, 6:00pm - Council Meeting** - Council will take action to publish and propose a maximum property tax rate for FY 2020 and will formally set the dates and times for the budget and tax rate public hearings. There will be a budget public hearing and the first reading on the budget ordinance.
- **September 12, 6:00pm - Council Meeting** - Council agenda will include the final adoption of the budget ordinance. There will be a public hearing on the property tax rate.
- **September 19, 6:00pm - Council Meeting** - Council will hold the second public hearing on the property tax rate.
- **September 26, 6:00pm - Council Meeting** - Council agenda will include the final readings of the property tax rate and final adoption of the same.

Public hearings are held at Round Rock City Hall, 211 E. Main Street



Online Engagement

- The City has developed an engagement campaign for the FY 2020 Proposed Budget and is always welcoming of questions and comments through Facebook, Twitter, Nextdoor, and email.
- Stay tuned to the City's Facebook and Twitter feeds and the news archive on roundrocktexas.gov for more information.

A more detailed look at the
FY 2020 Proposed Budget
is available on the City's website at
roundrocktexas.gov/budget

FUTURE FOCUS

ROUND ROCK
FY2020 BUDGET

ROUND ROCK TEXAS

COMPONENTS

- The foundation of the annual budget process is the 6 strategic goals updated and confirmed by the City Council each February.
- 1,019 full-time employees dedicated to providing the highest level of customer service to the community including 11 new employees proposed for FY 2020.
- \$74.5 million in sales tax revenues that help fund the City's operations, transportation, and economic development projects.
- \$65 million in property tax revenues that help fund core City services and debt for fire, police, parks, library, streets and more.
- \$214 million for capital improvement projects to maintain, build, and improve the City's trails, parks, facilities, equipment, streets and utility systems.
- Design and construction of bond projects approved by voters in 2013 including a new Fire Station, Trail expansions and a new downtown Library.
- \$14.7 billion in taxable assessed value, an 8.1% increase from FY 2019's \$13.6 billion. This growth reveals that Round Rock remains a popular destination with continued residential and commercial growth.
- Engineering, design and staff work for upcoming road improvement projects including Kenney Fort Boulevard, Gattis School Road, Red Bud Lane and University Boulevard.

PROPERTY TAX INFORMATION

\$0.439

Proposed Tax Rate

\$255,198

Median Home Value

\$1,120

Median City Tax Bill

Property Tax Revenue by Source

Round Rock enjoys a diverse and growing economy with all types of development happening across the City. This diversity of land use means that even though single-family homes make up 92% of the properties in Round Rock, nearly half of all property tax revenues are paid by owners of commercial and multifamily property.



Single Family Residential **54%**



Multifamily **10%**



Commercial **36%**

NOTE: The City's portion makes up **19%** of our residents' total property tax bill.

HIGHLIGHTS

- The proposed property tax rate for FY 2020 is \$0.4390 per \$100 valuation, 1.9 cents more than the FY 2019 nominal rate of \$0.42.
- The proposed property tax rate is an increase of 3.7 cents or 9.3% above the effective tax rate of \$0.4016, which takes into account the 5% growth in existing property values from last year. This increase allows the City to fund one-time public safety equipment replacements (0.5 cent), debt payments for the road program (1.5 cents) and to keep up with rising operating costs of public safety and city services (1.7 cents).
- The median home value in Round Rock for FY 2020 is \$255,198. An owner of the median valued home will pay \$93 per month in City property taxes for next year.
- A 3% increase in the City's water rates for FY 2020 was approved in September 2017. This increase is no longer needed to maintain and improve the water infrastructure to secure water resources into the future. No other utility rate changes are proposed.

Summary of New Employees

- 6 new staff in Public Safety to continue to make Round Rock one of the safest cities in the nation.
- 1 new CIP Infrastructure Inspector in Transportation to support the 5-year road construction effort.
- 2 additional staff in Parks and Recreation and Library to support 2013 voter approved bond projects.
- 1 Planner to focus on results of new 2030 Comprehensive Plan.
- 1 Utilities Customer Service Representative.

PUBLIC ENGAGEMENT

August 22, 6:00pm - Council Meeting

- Adopt maximum tax rate
- Budget public hearing
- Adopt budget ordinance - first reading

September 12, 6:00pm - Council Meeting

- Final adoption of budget ordinance
- First tax rate public hearing
- Adopt tax rate ordinance - first reading

September 19, 6:00pm - Council Meeting

- Second tax rate public hearing

September 26, 6:00pm - Council Meeting

- Final adoption of tax rate ordinance

Public hearings are held at:

Round Rock City Hall, 211 E. Main Street



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0377

The City of Round Rock's downtown area is experiencing concerns with illegal dumping, nuisance odors, and minimal recycling opportunities. To alleviate these issues, the City is in the process of constructing community dumpster locations on three blocks of downtown, known as the Downtown Commercial District. These locations will allow the tenants in these areas to utilize a common trash/recycle disposal location. This will improve the aesthetic of downtown Round Rock.

The City will assume management of the waste services provided at these locations to the downtown businesses. Currently, the downtown businesses internally choose from an approved franchise to negotiate rates and services.

Under the new program, the City will invoice the businesses directly with their existing utility bill for the services provided based on established rates. The charge for the collection for the refuse and recycling for businesses in the Downtown Commercial District shall be determined based on the classification and square footage of the business. The classifications include: small office, large office, small retail and services, large retail and services, small restaurant, medium restaurant, large restaurant, small bar, and large bar.

With this proposed program to charge new rates for the Downtown Commercial District, it is necessary for the City to amend the current Refuse Collection Contract between the City and Central Texas Refuse, Inc.

We anticipate that these new rates will go into effect in October 2019.

RESOLUTION NO. R-2019-0377

WHEREAS, the City of Round Rock (“City”) and Central Texas Refuse, Inc. (“Contractor”) entered into that one certain Refuse Collection Contract (“Contract”) on November 22, 2016 whereby Contractor agreed to collect garbage, rubbish, refuse, and recyclable materials for residential customers within the City; and

WHEREAS, the parties executed an Amendment No. 1 to the Contract on February 14, 2019 whereby recycling services were added to the Contract; and

WHEREAS, the City has established a Downtown Commercial District for the purpose of streamlining the disposal and collection of refuse and recyclables for businesses located within the District; and

WHEREAS, the City and Contractor desire to enter into Amendment No. 2 to the Contract to amend the scope of services to include refuse and recycling services for the Downtown Commercial District, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Amendment No. 2 to the Refuse Collection Contract Between City of Round Rock, Texas and Central Texas Refuse, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

AMENDMENT NO. 2 TO THE REFUSE COLLECTION CONTRACT BETWEEN CITY OF ROUND ROCK, TEXAS AND CENTRAL TEXAS REFUSE, INC.

This Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc., hereinafter called "Amendment No. 2" is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City"), and Central Texas Refuse, Inc. (the "Contractor").

WHEREAS, the City and Contractor entered into one certain Refuse Collection Contract on November 22, 2016 whereby Contractor agreed to collect garbage, rubbish, refuse, and recyclable materials for residential customers within the City (the "Contract"); and,

WHEREAS, the parties executed an Amendment No. 1 to the Contract on February 14, 2019 whereby recycling services were added to the Contract; and

WHEREAS, the City has established a Downtown Commercial District for the purpose of streamlining the disposal and collection of refuse and recyclables for businesses located within the District; and

WHEREAS, the parties desire to amend the scope of services of the Contract to include refuse and recycling services for the Downtown Commercial District;

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

AGREEMENT

1. In **SECTION 2: DEFINITIONS**, the definitions of "Downtown Commercial District", "Downtown Commercial District Containers", "Downtown Commercial District Customer", "Downtown Commercial District Services" and "Downtown Commercial District Services Rate" shall be added to read:

Downtown Commercial District — Downtown Commercial District shall mean all business located in Block 10, Block 21, and Block 22 of the original plat of Round Rock.

Downtown Commercial District Containers – Downtown Commercial District Containers shall mean the dumpsters for the disposal of Municipal Solid Waste and the dumpsters for the disposal of Recyclable Material located in the Downtown Commercial District. There shall be one dumpster for the disposal of Municipal Solid Waste and one dumpster for the disposal of Recyclable Material located on each block of the Downtown Commercial District for use by the Downtown

Commercial District Customers. The Downtown Commercial District Containers shall be located within a locked enclosure.

Downtown Commercial District Customer – Downtown Commercial District Customer shall mean any business located within the Downtown Commercial District that produces Solid Waste and/or Recyclable Materials.

Downtown Commercial District Services – Downtown Commercial District Services shall mean Municipal Solid Waste Services, Bulk Waste Services, and Recycling services for the Downtown Commercial District pursuant to this Contract.

Downtown Commercial District Services Rate – Downtown Commercial District Services Rate shall mean the sum of money per Downtown Commercial District Customer paid each month by the City to the Contractor for the provision of Downtown Commercial District Services as set forth herein.

2. In **SECTION 2: DEFINITIONS**, the definition of “Municipal Solid Waste” shall be amended to read as follows:

Municipal Solid Waste – Municipal Solid Waste shall mean Solid Waste resulting from or incidental to activities of Residential Services Units, City Facilities, ~~and~~ City Events, Downtown Commercial District and Construction and Demolition activities, including Garbage and Rubbish. Municipal Solid Waste shall not include Hazardous Waste and Special Waste.

3. **SECTION 4: GRANT OF FRANCHISE**, shall be amended to add (iv) as follows:

City hereby grants Contractor for the term of this Contract, including any automatic renewals, as defined in Section 5 unless sooner terminated, the right, privilege, and franchise to have, use and operate Residential Services and City Facility Services; and to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys. The City grants the Contractor the exclusive right, privilege, and franchise to have, use and operate:

- (i) Municipal Solid Waste Services, Bulk Waste Services, and Recycling Services for Residential Service Units,
- (ii) Municipal Solid Waste Services and Bulk Waste Services for City Facilities,
- (iii) Municipal Solid Waste Services and Recycling Services for City Events, and
- (iv) Municipal Solid Waste Services, Bulk Waste Services, and Recycling Services for the Downtown Commercial District.

4. **SECTION 6: MUNICIPAL SOLID WASTE SERVICES, BULK WASTE SERVICES AND RECYCLING SERVICES**, shall be amended to add Section 6.3 as follows:

6.3 Municipal Solid Waste Services, Bulk Waste Services and Recycling Services for the Downtown Commercial District

Contractor shall provide the Downtown Commercial District Services. Contractor and City shall mutually decide on the number and size of Downtown Commercial District Containers. In addition, Contractor and City shall mutually decide on the frequency and scheduled days. If a dispute arises concerning Downtown Commercial District Services, Contract Administrator shall at its sole discretion determine a resolution of the disputed issue.

5. **SECTION 7: COLLECTION, DISPOSAL, AND PROCESSING LOCATION**, shall be amended to add 7.1.3 as follows:

7.1. Collection Location

7.1.3 Downtown Commercial District Services

The Contract Administrator shall designate the locations for the collection of Municipal Solid Waste and Recyclable Material in the Downtown Commercial District.

6. **SECTION 8: COMINGLING OF RESIDENTIAL SERVICES MATERIALS AND DISPOSAL OF RECYCLABLE MATERIALS PROHIBITED**, shall be amended as follows:

8.1 Commingling of Residential Services Materials Prohibited

The Contractor shall not commingle Municipal Solid Waste, Bulk Waste, and/or Recyclable Materials from Residential Services, City events, ~~and~~ City Facilities, and the Downtown Commercial District with materials from outside the City except when approved in writing by the Contract Administrator.

7. **SECTION 10: COLLECTION AND PROCESSING EQUIPMENT**, shall be amended as follows:

10.1 Collection Equipment

10.1.1 Collection Vehicles

10.1.1.3 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Residential Services, ~~and~~ City Facility Services and Downtown Commercial District Services. Contractor shall maintain collection vehicles according to industry standards including, but not limited to, prevention of leakage, and other industry standard performance requirements.

10.1.3 Other Collection Equipment

10.1.3.2 Purchase, Operation, and Maintenance of Other Collection Equipment

The Contractor shall, at its sole cost, purchase, install and maintain the Downtown Commercial District Containers.

Unless otherwise stated in this Contract, Contractor, at its sole cost, shall purchase operate, and maintain collection equipment.

The Contract Administrator, at his/her sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the Contract Administrator determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Contract.

8. SECTION 13: HOLIDAYS, shall be amended as follows:

For purposes of this Contract, holidays shall include only the following:

- (i) New Year's Day
- (ii) Thanksgiving Day; and
- (iii) Christmas Day.

The Contract Administrator, at his/her sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the City will provide the Contractor notice in accordance with the provisions of this Contract. If a holiday occurs on a scheduled collection day for Residential Services, Contractor shall perform the scheduled collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day. If a holiday occurs on a scheduled collection day for City Facility Services or Downtown Commercial District Services, the Contractor shall perform the scheduled collection for such City Facility or the Downtown Commercial District on the next calendar day after the holiday.

9. **SECTION 12: HOURS OF OPERATION**, shall be amended by amending 12.1.2 and adding 12.1.3 as follows:

12.1. Collection Hours of Operation

12.1.2 City Facility

Contractor's regular collection hours for City Facility Services within 300 feet of a residential area shall be from ~~7:00~~ 6:30 a.m. until ~~6:00~~ 6:30 p.m., ~~Monday through Sunday. Contractor is prohibited from operating its vehicles on City streets for this designated area prior to 7:00 a.m. or after 8:00 p.m.~~

12.1.3 Downtown Commercial District

Contractor's regular collection hours for Downtown Commercial District Services shall be as agreed upon by the Contract Administrator and the Contractor.

10. **SECTION 20: RESIDENTIAL SERVICES RATE**, shall be amended by amending the section heading and adding 20.7 as follows:

SECTION 20: RESIDENTIAL SERVICES RATE; DOWNTOWN COMMERCIAL DISTRICT RATE

20.7 Downtown Commercial District Services Rate

The Downtown Commercial District Services Rate is the sum money per Downtown Commercial District Customer paid each month by the City to the Contractor for the provision of Downtown Commercial District Services. The Downtown Commercial District Services Rate determined based on the business classification of the Customer and the square footage of the business and is calculated as follows:

<u>Business Classification</u>	<u>Sq. ft. Classification</u>	<u>Service Rate per month</u>
Small Office	6500 or less	\$32.00
Large Office	6501 or more	\$66.00
Small Retail and Services	3000 or less	\$66.00
Large Retail and Services	3001 or more	\$107.00
Small Restaurant	1600 or less	\$184.00
Medium Restaurant	1601-3000	\$253.00
Large Restaurant	3001 or more	\$323.00
Small Bar	2500 or less	\$163.00
Large Bar	2501 or more	\$253.00

The Contract Administrator shall determine the appropriate business classification for each existing and each new Downtown Commercial District Customer. The square footage of each business shall be determined by adding the total main square footage to the total outdoor area square footage. Outdoor area square footage shall include a covered or uncovered patio or any other outdoor space utilized by customers. The Contract Administrator shall provide the business classification and square footage of each business in the Downtown Commercial District to the Contractor.

11. **SECTION 22: CUSTOMER LIST, BILLING PAYMENT**, shall be amended as follows:

22.1 Customer List

From time to time, City shall provide Contractor with a Customer List for Residential Services, ~~and~~ Facility Services and Downtown Commercial District Services. Contractor will report in writing to the Contract Administrator any Cart(s) or Bulk Waste placed at the curbside of a Residential Waste Service Unit, ~~or~~ City Facility or a business located in the Downtown Commercial District that is not on the then current Customer List, and Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Services Units, ~~and~~ City Facilities and the Downtown Commercial District.

22.2 Billing

22.2.3 Downtown Commercial District Services

The City shall bill businesses located in the Downtown Commercial District as identified on the Customer List for the Downtown Commercial District in accordance with the rate structure established herein.

22.3 Payment

22.3.1 Payment to the Contractor

On or prior to the 15th of each calendar month, the City shall pay to the Contractor the Residential Services Rate for each Residential Unit and the Downtown Commercial District Services Rate for each business located within the Downtown Commercial District that has paid the City's fee for collection of refuse and recycling services during the previous month.

12. Except as amended hereby, the Contract as originally written, along with Amendment No. 1, remains in full force and effect.

13. This Amendment No. 2 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 2.
14. This Amendment No. 2, together with the Contract and Amendment No. 1, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 2 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns and incorporates all previous correspondence or communication, whether written or oral. The Amended Contract, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment No. 1 to the Contract on the dates indicated.

CITY:
City of Round Rock

CENTRAL TEXAS REFUSE, INC.:

CRAIG MORGAN, Mayor

Date: _____

ATTEST:

SARA WHITE, City Clerk

Name: _____

Title: _____

Date: _____

Approved as to form:

STEPHAN L. SHEETS, City Attorney

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:
2019-534505

Date Filed:
08/29/2019

Date Acknowledged:

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

Round Rock Refuse, 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

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.

00000 Amdendment No. 2
Refuse Collection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bracher, Benjamin	Austin, TX United States		X
	Lavengco, Michael	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael E. Lavengco, and my date of birth is 9/18/1961.

My address is 9316 FM 812 (street), Austin (city), Tx (state), 78719 (zip code), US (country).

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

Executed in Travis County, State of Texas, on the 29 day of August, 2019.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider a resolution accepting the final report from the 2019 Charter Review Commission.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director:

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2019-0388

RESOLUTION NO. R-2019-0388

WHEREAS, pursuant to Section 14.12 of the Round Rock Home Rule Charter (“Charter”), the City Council appoints members to the Charter Review Commission every four years to review the Charter and determine whether any provisions require revision; and

WHEREAS, the 2019 Charter Review Commission (“Commission”) held five (5) meetings and discussed various issues and concerns regarding the Charter; and

WHEREAS, there has been presented to the City Council a copy of the final report from the Commission; and

WHEREAS, the City Council wishes to accept said report, Now Therefore

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

That the final report from the 2019 Charter Review Commission, as set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, is hereby accepted.

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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**



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

August 5th, 2019

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

Re: Official Report of the 2019 Round Rock Charter Review Commission

Dear Mayor Morgan and Councilmembers:

As Chairman of the 2019 Charter Review Commission, I am pleased to provide you with a report of our findings and recommendations for proposed amendments. The Official Report of the Commission is enclosed herein. The report summarizes the recommended amendments and includes a "redlined" version of the amendments, as well as arguments for and against each proposed amendment.

On behalf of each member of the Commission, I would like to express our appreciation for allowing us to serve our community. It was both an honor and an educational experience.

Sincerely,

George White, Chairman
Charter Review Commission

On behalf of the Commission Members:

Greg Rabaey, Vice Chairman
Kelly Darby
Steve Armbruster
Kristin Stevens
Trey Swor
Tracie Storie

**2019 Round Rock Charter Review Commission's
Official Report on its Findings
and
Proposed Charter Amendments
Presented to
the Mayor and Council**

This report is being presented to the Mayor and Council pursuant to Section 14.12 of the Round Rock Home Rule Charter.

The 2019 Round Rock Charter Review Commission ("Commission") held five (5) meetings during which the Commission members discussed with staff and among themselves various issues and concerns with the present Charter. At each meeting an opportunity was given to citizens to address the Commission.

The Commission met and approved the following recommendations for amendments to the Charter.

Recommendation No. 1

We recommend that Sec. 14.04 be amended to change the conflict of interest regulations to follow Chapter 171 of the Texas Local Government Code, as amended.

Recommendation No. 2

We recommend that Sec. 14.08(a)(3) be amended to clarify the prohibitions against city officials and candidates requesting or accepting political contributions from city employees.

Recommendation No. 3

We recommend that Sec. 14.08(a)(4) be amended to prohibit city employees from contributing funds to a political action committee for use in a city election.

Recommendation No. 4

We recommend that Sec. 3.01 be amended by deleting the second paragraph related to the transition from two-year terms to three-year terms because this paragraph is no longer necessary.

Recommendation No. 5

We recommend that Sec. 14.10 regarding the submission of the original charter to the voters in 1977 be repealed and deleted because it is no longer necessary.

A "redlined" version of the above recommendations showing the current wording, as well as the proposed wording of each section is attached hereto, along with required arguments for and against each recommendation.

Dated this 5th day of August, 2019.

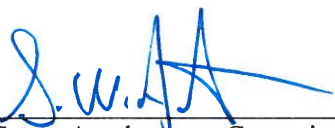
Respectfully submitted,

2019 Round Rock Charter Review Commission


George White, Commission Chairman


Greg Rabaey, Vice Chairman, Place 3


Kelly Darby, Commissioner, Place 1


Steve Armbruster, Commissioner, Place 2


Kristin Stevens, Commissioner, Place 4


Trey Swof, Commissioner, Place 5


Tracie Storie, Commissioner, Place 6

RECOMMENDATION NO. 1:

TO AMEND SECTION 14.04 TO CHANGE THE CONFLICT OF INTEREST REGULATIONS TO FOLLOW CHAPTER 171 OF THE TEXAS LOCAL GOVERNMENT CODE.

Sec. 14.04. ~~Personal financial interest.~~ Conflicts of Interest

~~No member of the City Council or employee of the City shall have a financial interest, direct or indirect, in contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved provided such stock ownership amounts to less than one percent (1%) of the corporation stock or as falls within the scope of V.T.C.A., Local Government Code § 131.903 as now or hereafter amended. Any willful violation of this section shall constitute malfeasance in office, and any elected official or employee of the City found guilty thereof shall thereby forfeit his or her elected office or employment. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the City shall render the contract voidable by the City Manager or the City Council.~~

No member of the City Council shall violate the conflict of interest provisions of Chapter 171, Texas Local Government Code, as amended. Any violation of the foregoing shall constitute malfeasance in office, and any elected official found guilty thereof shall forfeit his or her elected office.

Arguments in favor of the proposed amendment: The charter was adopted prior to the state of Texas adopting Chapter 171 of the Local Government Code which regulates elected officials and conflicts of interest. The current charter language has outlived its usefulness.

Arguments in opposition of the proposed amendment: Even though there is a state statute that regulates conflicts of interest of elected officials, the existing Charter language should be kept.

RECOMMENDATION NO. 2:

TO AMEND SECTION 14.08(a)(3) TO CLARIFY THE LANGUAGE PROHIBITING CITY OFFICIALS AND CANDIDATES FROM REQUESTING OR ACCEPTING POLITICAL CONTRIBUTIONS FROM CITY EMPLOYEES.

Sec. 14.08 Prohibitions.

(a) Activities Prohibited.

- (3) No City elected official or candidate for City office shall orally, by letter or otherwise directly solicit from any City employee any or assist in soliciting any assessment, subscription or contribution for any candidate or for any political party or political purpose whatever from any City employee to the campaign funds of any candidate to be used in a City election. In addition, no City elected official or candidate for City office shall knowingly accept any such contribution from a City employee.

Arguments in favor of the proposed amendment: The current Charter language is vague and does not take into account the random anonymous reach of modern social media. The amendment makes it clear that a candidate for city office cannot solicit or accept a contribution from a City employee.

Arguments in opposition of the proposed amendment: The current language has created no specific issue. The Charter should be left as is.

RECOMMENDATION NO. 3:

TO AMEND SECTION 14.08(a)(4) TO PROHIBIT CITY EMPLOYEES FROM CONTRIBUTING FUNDS TO A POLITICAL ACTION COMMITTEE FOR USE IN A CITY ELECTION.

Sec. 14.08. Prohibitions.

(a) Activities Prohibited.

- (4) No employee of the City shall make, solicit or receive any contribution to the campaign funds of any candidate or ~~of~~ to any political party or political action committee to be used in a City election or for or against any candidate for City office or take any part in the management, affairs or political campaign of any political party in a City election, but such employee may exercise all rights as a citizen to express opinions and to cast his or her vote. Nothing in this paragraph is intended to prohibit said person from participating in school district, special district, county, state, or national campaigns, elections, and political parties.

Arguments in favor of the proposed amendment: The current Charter language has a “loop hole” that does not specifically prohibit a City employee from contributing money to a political action committee to be used in a City election. This language closes that loop hole.

Arguments in opposition of the proposed amendment: The current language has created no specific issue. The Charter should be left as is.

RECOMMENDATION NO. 4:

TO AMEND SECTION 3.01 BY DELETING THE SECOND PARAGRAPH RELATED TO THE TRANSITION FROM TWO YEAR TERMS TO THREE YEAR TERMS.

Sec. 3.01. Number, selection and term.

The City Council shall be composed of the Mayor and six (6) Council members. The Mayor and all Council members shall be elected from the City at large and each Council member shall occupy a place on the City Council, such places being numbered 1 through 6 consecutively. The Mayor and Council members shall be elected in the manner provided in Article 5 of this Charter to serve for three (3) year terms.

~~In order to provide for an orderly transition from two (2) year terms to three (3) year terms, at the first general election held under this amended Article, two (2) Council members shall be elected to serve two (2) year terms and two (2) Council members shall be elected to serve three (3) year terms. The places which shall be elected to two (2) year terms shall be determined by drawing lots at the first regular City Council meeting held after this amended Article is adopted. The following year, and each year thereafter, all elections shall be for three (3) year terms.~~

Arguments in favor of the proposed amendment: The proposed amendment deletes an outdated paragraph that governed the City's transition from two-year terms to three-year terms. This transition in fact occurred over 40 years ago and the paragraph is no longer needed.

Arguments in opposition of the proposed amendment: The current language does not cause a problem. Leaving the language in place gives a historical reference to the original Charter and how things have changed over time. The Charter should be left as is.

RECOMMENDATION NO. 5:

TO REPEAL SECTION 14.10 REGARDING THE SUBMISSION OF THE ORIGINAL CHARTER TO THE VOTERS IN 1977.

Sec. 14.10. — Submission of Charter to voters.

~~The Charter Commission in preparing this Charter concludes that it is impracticable to segregate each subject so as to permit a vote of "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to work and function, it is necessary that it should be adopted in its entirety. For these reasons, the Charter Commission directs that the said Charter be voted upon as a whole and that it shall be submitted to the voters of the City at an election to be held for that purpose on August 13, 1977. Not less than thirty (30) days prior to such election, the City Council shall cause the City Clerk to mail a copy of this Charter to each registered voter of the City as appears from the latest certified list of registered voters. If a majority of the registered voters voting in such election shall vote in favor of the adoption of this Charter, it shall become the Charter of the City of Round Rock, and after the returns have been canvassed, the same shall be declared adopted and the City Clerk shall file an official copy of the Charter with the Records of the City. The Clerk shall furnish the Mayor a copy of said Charter, which copy of the Charter so adopted, authenticated and certified by signature and the seal of the City, shall be forwarded by the Mayor to the Secretary of the state of Texas and shall show the approval of such Charter by majority vote of the registered voters voting at such election.~~

Arguments in favor of the proposed amendment: The proposed amendment deletes an outdated section that governed the submission of the original Charter to the voters in 1977. The election to approve the Charter occurred over 40 years ago and the section is no longer needed.

Arguments in opposition of the proposed amendment: The current language does not cause a problem. Leaving the language in place gives a historical reference to the original Charter and how things have changed over time. The Charter should be left as is.



City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Automatic Aid Assistance between Emergency Service Districts of Travis and Williamson Counties and the cities of Austin, Leander, Cedar Park, Round Rock, and Georgetown.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Robert Isbell, Fire Chief

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Fire Department

Text of Legislative File 2019-0383

This agreement will connect Travis and Williamson County fire and emergency services agencies through an integrated system of sharing resources and automated dispatches based on proximity and capabilities (Closest unit). The agreement is a more comprehensive arrangement to include all future agencies that come into the agreement. The ESD's and Cities listed in this agreement desire to augment resources and capabilities within the geographic boundaries of their respective service areas by responding and dispatching calls on an automatic basis so that the nearest available unit responds, regardless of the jurisdiction involved.

RESOLUTION NO. R-2019-0383

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 for Automatic Aid Assistance between Emergency Services Districts of Travis and Williamson Counties and the Cities of Austin, Leander, Cedar Park, Round Rock, and Georgetown, 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 Automatic Aid Agreement Between Emergency Services Districts of Travis and Williamson Counties and the Cities of Austin Leander, Cedar Park, Round Rock, and 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**AUTOMATIC AID AGREEMENT
BETWEEN EMERGENCY SERVICES DISTRICTS OF
TRAVIS AND WILLIAMSON COUNTIES AND
THE CITIES OF AUSTIN, LEANDER, CEDAR PARK, ROUND ROCK AND
GEORGETOWN**

STATE OF TEXAS)(

) (

COUNTY OF TRAVIS)(

This Agreement (“**Agreement**”) is entered into between the Cities of Austin, Leander, Cedar Park, Round Rock and Georgetown (“**Cities**”), each a home – rule municipal corporation, and the Emergency Service Districts (“**ESDs**”) located in Travis and Williamson Counties, Texas whose signatures are affixed below, (all signatories to this Agreement are hereinafter sometimes referred to as the "parties" or singularly as a "party," whether or not capitalized) to provide services and to perform functions that are mutually beneficial to the contracting parties and the residents of their respective jurisdictions.

RECITALS

The ESDs and the fire departments of the Cities currently provide fire protection and other types of emergency response services in their respective jurisdictions or service areas.

Some of the ESDs and the Cities have previously cooperated with each other in the provision of emergency and fire protection services through mutual aid or first responder contracts, and all of the ESDs and the Cities agree that the additional parties which are entering into this Agreement provide for a more comprehensive arrangement for the provision of emergency services in the metropolitan area covered by all the participating jurisdictions.

The ESDs and the Cities desire to augment resources and capabilities within the geographic boundaries of their respective service areas by responding and dispatching emergency calls on an automatic assistance basis so that the nearest available unit responds to the incidents specified in this Agreement, regardless of the jurisdiction involved.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. Each party’s monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

TERMS

Purpose

The purpose of this Agreement is to provide for assistance to the Cities and the ESDs, to efficiently enhance the capabilities and coordination of each party’s ability to protect lives and

property. The original partner agencies in an Automatic Aid Agreement commenced in 2013 (the "**2013 Automatic Aid Agreement**") were the City of Austin and Travis County ESDs No. 2, No. 3, No. 6, No. 9, No. 10, and No. 11. However, all other emergency services districts in Travis County subsequently became parties to the 2013 Automatic Aid Agreement. It is the intent of the parties hereto to include the other ESDs and the other Cities, as they meet certain standards generally described in part 5 of the "Responsibilities" section of this Agreement, and request inclusion in this Agreement. Additional parties may join this Agreement as set forth in part 9 of the "General" section of this Agreement.

The parties, by and through their respective fire chiefs, have established Auto-Aid Operational Guidelines that address strategy, tactics, and performance during an emergency situation. The Auto-Aid Operational Guidelines agreed and in effect at the commencement of this Agreement are attached hereto as **EXHIBIT A**. The Auto-Aid Operational Guidelines will be reviewed and may be revised annually by the Fire Chiefs of participating parties, and agreed amendments shall be initialed and dated on behalf of each party and appended to this Agreement. At least 75% of all participating parties must agree to any changes for them to be placed into effect. In performing its obligations pursuant to this Agreement, each of the parties shall be bound to comply with the then current Auto-Aid Operational Guidelines.

Definitions

- "Automatic Aid" is an agreement between jurisdictions to respond the nearest available unit(s) to mitigate an emergency situation.
- "Emergency Situation" is a fire, rescue, medical emergency, or other emergency in which lives or property are threatened, specifically excluding hazardous materials incidents.
- "Service Areas" are shown on the maps in Attachment A.
- "Mutual Aid" is an agreement between jurisdictions to respond to any emergency situation when requested. Resources are dispatched after an official of the requesting agency asks for assistance from an official of the responding agency, and the responding agency official acknowledges the request, determines available resources to be sent to the requestor, and accepts the request, whether under written agreement between the affected parties or other applicable law.
- "Nearest Available Unit" shall mean that unit of any party that meets the requirements of that type of emergency situation and is capable of responding most quickly to call. A party shall respond only to the extent that a unit is readily available.

Term

1. The term of this Agreement is from the Effective Date (as defined below) until September 30th following the Effective Date _____ to _____. The Agreement will automatically renew for a one year period (subject to other termination provisions of this Agreement) on October 1st of each successive year (a "**Renewal Date**") as to each party that does not provide written notice to all other parties of an intention not to renew not later than thirty (30) days prior to the applicable Renewal Date.

2. If a party chooses not to renew this Agreement, that decision has no effect on the validity and continuing applicability of this Agreement on the remaining parties.
3. Should a party choose not to renew this Agreement, its legal responsibilities to and obligations under this Agreement shall cease on the day before the applicable Renewal Date, except for any financial obligations incurred hereunder prior to non-renewal. Should a party exercise its right to terminate for convenience with notice one hundred twenty (120) days prior to such termination as provided in this Agreement, its legal responsibilities to and obligations under this Agreement shall cease as of the properly noticed termination date, except for any financial obligations incurred hereunder prior to termination.

Responsibilities

1. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency situation within the automatic aid agreement service area.
2. Parties have the right to dispatch the nearest available unit(s) based on current, complicated, or exceptional conditions (e.g., widespread tornado damage, wildfires, explosions).
3. Time on Scene – As soon as possible after the emergency situation is stabilized, all outside jurisdictions are to be released. An automatic aid response is considered the first operational period of twelve (12) hours, and after twelve (12) hours, any response hereunder will be considered a mutual aid response and subject to reimbursement, as provided by law or written agreement. Nothing in this Agreement shall preclude any party from seeking reimbursement of expenses from third parties, or other appropriate entities, including, but not limited to, local, state or federal government agencies, as appropriate. Nothing in the Agreement obliges a party responding to an emergency situation hereunder to remain on scene for more than the first operational period.
4. The response of one party into another party's jurisdiction is based on Auto - Aid Operational Guidelines found in **EXHIBIT A**. Among other things, the guidelines may cover the following:
 - Response.
 - Staffing.
 - Training.
 - Certifications of Personnel.
 - Reimbursement.
 - Equipment and Apparatus.
 - Dispatch Protocols
 - Funding for Training and Certifications.

General

1. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of any other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services under this Agreement when en route to, en route from, or at the scene of a call or emergency situation.
2. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purpose of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including liability on the basis of negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorney's fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described by this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
3. It is expressly understood and agreed that the entering into and execution of this Agreement does not waive, modify or alter, nor shall be deemed to waive, modify, or alter, any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.
4. The parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.
5. Calls outside the service area for automatic aid shall be considered requests for mutual aid and responses may be undertaken at the sole direction of the assisting party.
6. This Agreement supersedes any previous automatic aid agreement between the parties. Any previous statement or understanding regarding automatic aid not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.
7. On an annual basis, each party will report to the Capital Area Fire Chief's Association ("CAFCA") on its status regarding any failures to achieve the goals of this Agreement or the attached Auto-Aid Operational Guidelines, along with a plan to reach compliance.
8. Should a party fail to comply with the terms and conditions of this Agreement or the attached Auto-Aid Operational Guidelines, as amended from time-to-time, after ten (10)

days written notice from CAFCA to the defaulting party, that party's participation in this Agreement will immediately be terminated upon majority vote of the remaining parties.

9. Upon written request by a non-party ESD or municipality, a majority of current parties, by and through their respective fire chiefs, may agree to accept the requesting ESD or municipality as a party to this Agreement, subject to approval by the requesting ESD or municipality's governing body or city council. Approval of the city councils and the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting ESD or municipality to be an additional party to this Agreement.
10. A party may terminate its participation in this Agreement, with or without cause, upon not less than one hundred twenty (120) days written notice to the other parties. A party's decision to terminate its participation in this Agreement has no bearing on the validity and continuing applicability of this Agreement to the remaining parties. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

Cities Addresses

City of Austin
City Attorney
City Hall
301 West 2nd Street, 4th Floor
Austin, TX 78701

Chief, Austin Fire Department
City of Austin
4201 Ed Bluestein Blvd
Austin, TX 78721

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

Chief, Round Rock Fire Department
City of Round Rock
203 Commerce Blvd.
Round Rock, TX 7866

City of Leander
City Attorney, City Hall
PO BOX 319
Leander, TX 78646

Chief, Leander Fire Department
City of Leander
101 E. Sonny Drive
Leander, TX 78641

City of Cedar Park
City Attorney, City Hall
450 Cypress Creek Road
Cedar Park, TX 78613

Chief, Cedar Park Fire Department
City of Cedar Park
450 Cypress Creek Road, Building 6
Cedar Park, TX 78613

City of Georgetown
City Attorney, City Hall
808 Martin Luther King Jr. St.
Georgetown, TX 78626

Chief, City of Georgetown
City of Georgetown
3500 DB Wood Rd.
Georgetown, TX 78628

Travis County ESD Addresses

<u>ESD #</u>	<u>Board President Address</u>	<u>Fire Chief Address</u>
1	20624 FM 1431 Suite 5 Lago Vista, TX 78645	20624 FM 1431 Suite 5 Lago Vista, TX 78645
2	203 E. Pecan St. Pflugerville, TX 78660	203 E. Pecan St. Pflugerville, TX 78660
3	4111 Barton Creek Blvd. Austin, Texas 78735	4111 Barton Creek Blvd. Austin, Texas 78735
5	PO BOX 1239 Manchaca, TX 78652	PO BOX 1239 Manchaca, TX 78652
6	15304 Pheasant Ln. #100 Austin, TX 78734	15304 Pheasant Ln. #100 Austin, TX 78734
8	801 Bee Creek Road Spicewood, TX 78669	801 Bee Creek Road Spicewood, TX 78669
9	PO Box 162170 Austin, TX 78716	PO Box 162170 Austin, TX 78716
10	353 S. Commons Ford Austin, TX 78733	353 S. Commons Ford Austin, TX 78733
11	PO BOX 1043 Del Valle, TX 78617	PO BOX 1043 Del Valle, TX 78617
12	PO BOX 846 Manor, TX 78653	PO BOX 846 Manor, TX 78653
14	15406 FM 2769 Volente, TX 78641	15406 FM 2769 Volente, TX 78641

Williamson County ESD/ Fire Department Addresses

1 9218 Anderson Mill Road
 Austin, TX 78729

3 PO BOX 175
 Hutto, TX 78634

Sam Bass Fire Department
16248 Great Oaks Drive
Round Rock, TX 78681

11. Each of the parties agrees that in the event of a dispute arising out of this Agreement with another party, the parties shall first attempt resolution through mediation by a mediator mutually agreed among the disputing parties.
12. This Agreement supersedes the 2013 Automatic Aid Agreement, which shall no longer be in effect as of the Effective Date of this Agreement.

Entered into to be effective as to each executing party on the date (the "Effective Date") all of the Travis County ESDs and the City of Austin have executed this Agreement.

Signature Lines

Jurisdiction	Title	Printed Name	Signature
City of Austin			
City of Round Rock			
City of Leander			
City of Cedar Park			
City of Georgetown			
Travis County ESD 1			
Travis County ESD 2			
Travis County ESD 3			
Travis County ESD 5			
Travis County ESD 6			
Travis County ESD 8			
Travis County ESD 9			
Travis County ESD 10			
Travis County ESD 11			
Travis County ESD 12			
Travis County ESD 14			
Williamson County ESD 1			
Williamson County ESD 3			
Sam Bass Fire Department			

Automatic Aid Agreement

Travis and Williamson County Agencies

Operational Guidelines

I. PURPOSE

To establish operational guidelines that will address the basic provision of emergency service response into the designated service areas identified within the Travis and Williamson County Automatic Aid Agreement(s).

II. BACKGROUND

Each agency participating in an Automatic Aid Agreement agrees that automatic aid provides for the most efficient and effective delivery of emergency response services to the citizens of our respective jurisdictions. While all jurisdictions have common hazards and challenges, there are characteristics and circumstances that can also make them unique and set them apart. Due to this, it is further agreed that each agency listed within this agreement may adopt their own Standard Operating Guidelines (SOGs) for incident response within their respective response jurisdiction(s).

However, all agencies must operate under an Incident Command System (ICS) that is National Incident Management System (NIMS) compliant as promulgated by the U.S. Department of Homeland Security. This will enable each of the participating agencies to provide the most appropriate and efficient response within their respective jurisdictions while also addressing the safety concerns of first responders. In order for there to be a core standard when it comes to an ICS, all agencies participating in this agreement agree to utilize the “Blue Card” certification system for Incident Command qualifications.

These guidelines shall be reviewed at least annually by the participating agencies. Any revisions shall require prior notification, review, and approval from all participating agencies.

III. DEFINITIONS

- “Automatic Aid” is an agreement between jurisdictions to respond the nearest available unit(s) to mitigate an emergency situation.
- “Certified Personnel” are certified as Structure Fire Protection – Basic (or higher) through the Texas Commission on Fire Protection (TCFP).
- “Staffing of Units” involves TCFP commissioned Firefighters. Cadets do not count towards staffing, nor should they be riding in apparatus in any other role other than as an observer (non-participant).

IV. PROCEDURE

A. Response

1. Each Authority Having Jurisdiction (AHJ) shall determine the appropriate response plans for the alarm types within their jurisdiction. Per the Automatic Aid Agreement, these response plans shall be rostered with the geographically closest and most resource appropriate unit(s) based upon resource typing within the Computer Aided Dispatch (CAD) system, regardless of jurisdiction. The first responding unit, regardless of resource type or jurisdiction, shall report directly to the scene, provide a size-up, and assume Incident Command.
2. All later arriving units shall do one of the following when responding into another agency’s jurisdiction:
 - a. Follow the SOGs for the jurisdiction to which they are responding (if known),
 - b. Follow the direction of on-scene Incident Command, or
 - c. Report out as staged (“staged”, “Level 1”, or “Level 2”) at an appropriate location and await assignment from Incident Command. This is the most appropriate action for a second or later arriving unit that is unfamiliar with the AHJ’s SOGs.
3. Regardless of jurisdiction, Incident Command shall have the authority to reduce/upgrade the response level (Code 1 or Code 3) of all incoming units and may cancel/upgrade the response of units based upon conditions found on scene. However, the AHJ may continue the response of a unit(s) if required by the AHJ’s SOGs.
4. When appropriate, the AHJ may assume Incident Command for all multi-unit responses. The arrival of the AHJ on the incident scene does not mean that

command should be automatically transferred to the AHJ. Command should only be transferred when the AHJ is completely aware of the position and function of crews operating at the scene and has an understanding of the overall Incident Action Plan (IAP).

5. In jurisdictions where medical emergencies are not prioritized, responses shall be handled by the geographically closest available unit. In jurisdictions where medical emergencies are prioritized, the geographically closest available unit shall only respond to priority 1 through 3 call types. Priority 4 and 5 call types shall be handled by the AHJ.
6. This automatic aid agreement shall cover only the first twelve (12) hours of an event. After twelve (12) hours the involved agencies may request reimbursement as outlined within section III E of this document.

B. Staffing

Although preferred staffing for Engine and Ladder Companies is four (4) personnel, each agency shall determine the appropriate personnel staffing numbers for their respective units. However, in order for units to be available to be resourced into the response plans of another agency's jurisdiction, the following criteria must be met:

1. Engine Companies shall be staffed with a minimum of three (3) certified personnel per the certification requirements listed within section III D of this document.
2. Ladder Companies (aerial devices) shall be staffed with a minimum of three (3) certified personnel per the certification requirements listed within section III D of this document.
3. Units with less than three certified personnel assigned may not be resourced as an Engine or Ladder company within another agency's response plans.
4. Squad response vehicles shall be staffed with a minimum of two (2) personnel and are resourced as medical capable response vehicles.

C. Training

Neighboring AHJs should train together as often as possible (recommended quarterly), to assure comfort and conformity with the SOGs of the other agency(s). The goal of this training is to provide consistent, efficient, effective, and safe operations on the emergency scene.

1. Agencies shall cooperatively develop and deliver continuing education (CE) appropriate to their jurisdiction
2. Participate in both formal and impromptu cross-agency multi-company drills
3. Maintain both agency and state required CEs

D. Certifications of Personnel

(AHJ shall have a clearance process for members operating in a higher class role. The credentialing of positions below is for those promoted to the specified rank.)

1. Firefighter Rank:
 - a. Texas Commission on Fire Protection (TCFP) Structure Fire Protection – Basic or higher-level certification
 - b. EMT-Basic or higher-level certification
 - c. Blue Card Terminology training
 - d. NIMS 100, 200, 700, and 800 certifications
 - e. Preferred qualifications:
 - i. National Wildfire Coordinating Group (NWCG) Wildland Firefighter Type II
2. Driver/Apparatus Operator
 - a. All lower-rank certifications and;
 - b. Minimum of one (1) year experience as a full-time paid firefighter
 - c. State of Texas Class A, B, or B Exempt driver's license
 - d. TCFP Driver/Operator certification
 - e. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Wildland Firefighter Type I
 - iii. NWCG Engine Operator
3. Lieutenant
 - a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a Driver/ Apparatus Operator
 - c. TCFP Fire Officer I certification
 - d. NIMS 300,400, and 703 certifications
 - e. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Engine/Crew Boss certification
4. Captain
 - a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a Lieutenant

- c. TCFP Fire Officer II certification
 - d. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. TCFP Structure Fire Protection – Intermediate or higher-level certification
 - iii. NWCG Strike Team/Taskforce Leader certification
5. Battalion Chief
- a. All lower-rank certifications and;
 - b. Minimum of two (2) years' experience as a company officer (Lieutenant or Captain)
 - c. Blue Card Incident Commander certification
 - d. Incident Safety Officer certification (TCFP, NFA, IFSAC, etc.)
 - e. Preferred qualifications:
 - i. TCFP Structure Fire Protection – Advanced or higher-level certification
 - ii. Associates or Bachelor's degree (fire service-related field)
 - iii. NWCG Strike Team/Taskforce Leader certification
6. Incident Safety Officer
- a. Minimum rank of Lieutenant and,
 - b. All Lieutenant rank requirements listed above
 - c. Incident Safety Officer certification (TCFP, NFA, IFSAC, etc.)
 - d. Preferred qualifications:
 - i. Blue Card Incident Commander certification
 - ii. NWCG Engine/Crew Boss certification

E. Reimbursement

1. Agencies may bill each other for extended operations (beyond twelve (12) hours) on automatic aid events. The billing documentation must follow the same guidelines used for FEMA reimbursements and may include:
 - a. Labor cost for time actually assigned to the incident
 - b. Overtime calculations per FLSA
 - c. Fringe benefit costs
 - d. Apparatus and equipment usage
 - e. Costs for any materials used during the emergency event
2. Supporting documentation shall be required and standardized FEMA usage rates shall apply.

F. Equipment and Apparatus

1. Each AHJ shall standardize equipment as much as possible and should communicate any major equipment compatibility issues to their neighboring agency(s) and the Travis-Williamson County Automatic Aid Subcommittee.

G. Dispatch Protocols

1. Dispatching protocols shall be coordinated through each AHJ and their respective PSAPs. Response plans from each AHJ shall be distributed to the participating automatic aid agencies as well as to the Travis-Williamson County Automatic Aid Subcommittee.

H. Funding for Training and Certifications

1. AHJs may be eligible to receive funding for required training and certifications through CAFCA.

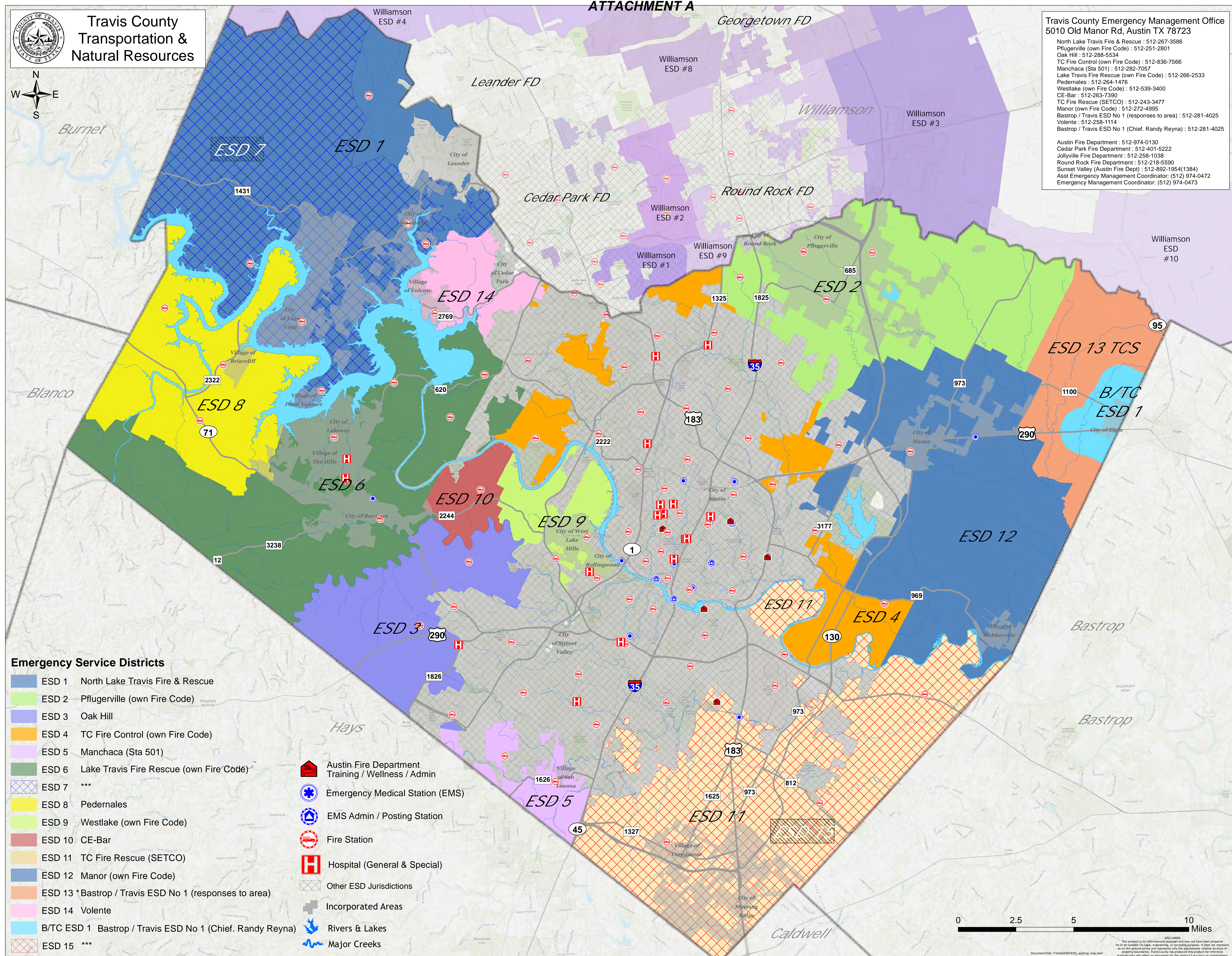


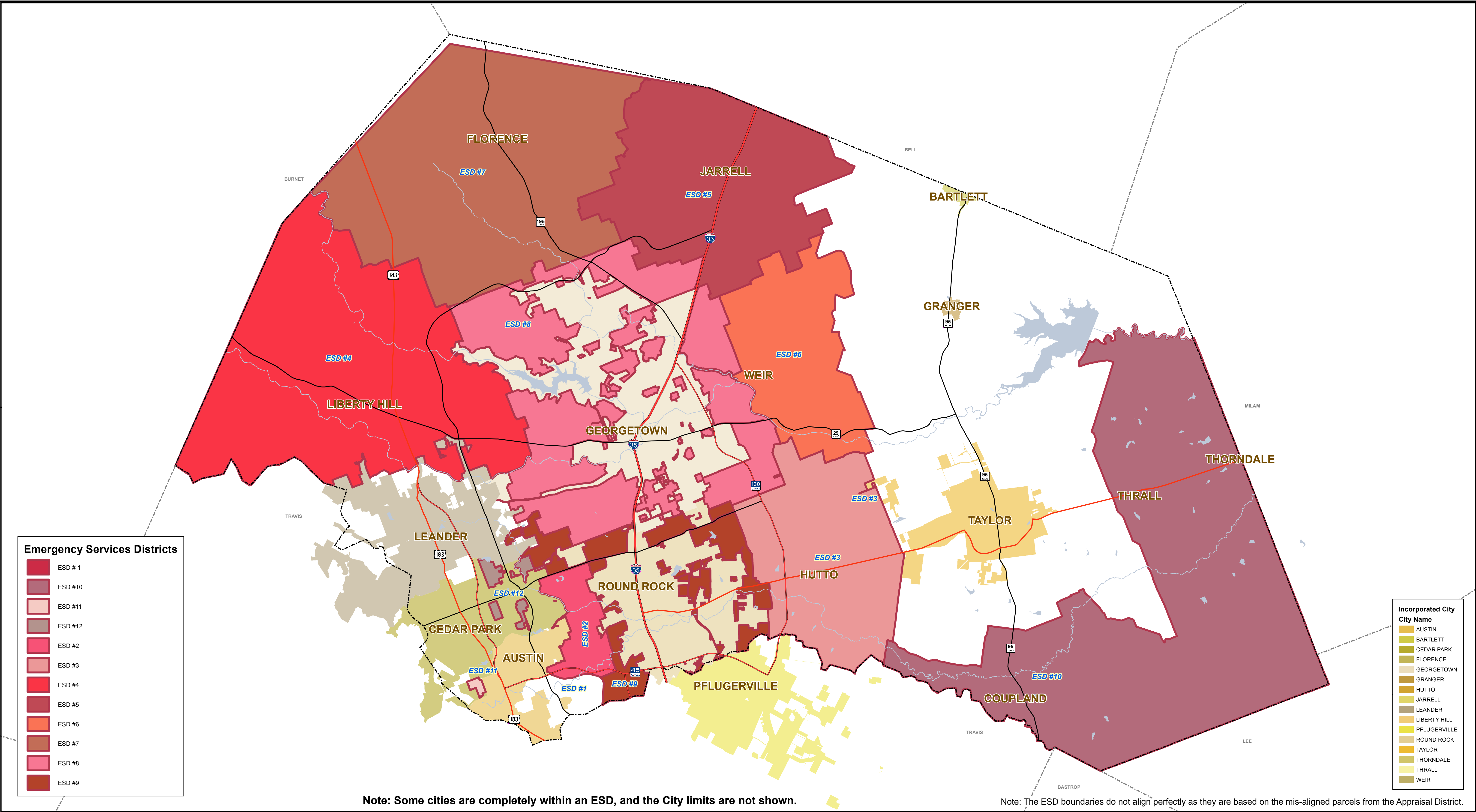
Georgetown FD

North Lake Travis Fire & Rescue : 512-267-3586
 Pflugerville (own Fire Code) : 512-251-2801
 Oak Hill : 512-288-5534
 TC Fire Control (own Fire Code) : 512-836-7566
 Manchaca (Sta 501) : 512-282-7057
 Lake Travis Fire Rescue (own Fire Code) : 512-266-2533
 Pedernales : 512-264-1476
 Westlake (own Fire Code) : 512-539-3400
 CE-Bar : 512-263-7390
 TC Fire Rescue (SETCO) : 512-243-3477
 Manor (own Fire Code) : 512-272-4995
 Bastrop / Travis ESD No 1 (responses to area) : 512-281-4025
 Volente : 512-258-1114
 Bastrop / Travis ESD No 1 (Chief. Randy Reyna) : 512-281-4025

Austin Fire Department : 512-974-0130
Cedar Park Fire Department : 512-401-5222
Jollyville Fire Department : 512-258-1038
Round Rock Fire Department : 512-218-5590
Sunset Valley (Austin Fire Dept) : 512-892-1954(1384)
Asst Emergency Management Coordinator: (512) 974-0472
Emergency Management Coordinator: (512) 974-0473

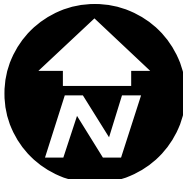
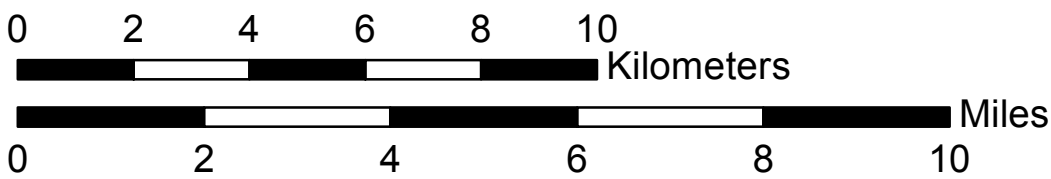
TRAVIS COUNTY EMERGENCY SERVICE DISTRICTS





Emergency Services Districts

Williamson County, Texas



DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 4/17/2019
DATA SOURCE: WCAD 03/25/2013
MAP AUTHOR: GIS Staff
MAP CONTACT: GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626
gis@wilco.org



City of Round Rock

Agenda Item Summary

Agenda Number: I.5

Title: Consider a resolution authorizing the Mayor to execute the First Amendment to the Chapter 380 Economic Development Agreement with EastGroup Properties, LP.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Administration

Text of Legislative File 2019-0387

This agenda item is a request to amend the Economic Development Program Agreement between the City of Round Rock, Texas, the Round Rock Transportation and Economic Development Corporation, and EastGroup Properties.

The amended agreement will replace the agreement put into place on August 10, 2017. This amendment will provide EastGroup Properties with scheduled annual Economic Incentive Payments on or before March 1 of each year beginning in 2020.

RESOLUTION NO. R-2019-0387

WHEREAS, the City of Round Rock (“City”) has previously entered into that one certain Economic Development Program Agreement (“Agreement”) with the Round Rock Transportation and Economic Development Corporation (“TEDCO”) and EastGroup Properties, L.P. (“EGP”) effective August 10, 2017; and

WHEREAS, the Agreement set forth various agreements and understandings with respect to the City’s and TECDO’s agreement to provide EGP certain incentives in consideration for EGP’s agreement to construct two buildings; and

WHEREAS, City, TEDCO, and EGP now desire to amend the Agreement, 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, First Amendment to Economic Development Program Agreement between the City of Round Rock, Texas, the Round Rock Transportation and Economic Development Corporation, and EastGroup Properties, L.P., a copy 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**FIRST AMENDMENT
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT "First Amendment") by and between the **City of Round Rock, Texas ("City")**, the **Round Rock Transportation and Economic Development Corporation, ("TEDCO"** and **EastGroup Properties, L.P., ("EGP")** is made and entered into this ____ day of August, 2019.

RECITALS

WHEREAS, the City, TEDCO, and EGP entered into that one certain Economic Development Program Agreement (the "2017 Agreement") effective August 10, 2017, setting forth various agreements and understandings with respect to the City's and TEDCO's agreement to provide EGP certain incentives in consideration for EGP's agreement to construct two buildings on the Property; and

WHEREAS, the City, TEDCO, and EGP now desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I.

Section 5.1.1 of the Agreement is hereby amended to read as follows:

5.1 Economic Incentive Payment ("EIP").

5.1.1 EIP. City and/or TEDCO shall, subject to EGP's satisfaction of its obligations set forth herein, make EIPs to EGP as set forth herein. The EIP's shall be made in annual payments on or before March 1 of each year as follows:

<u>Year</u>	<u>Amount of EIP</u>
2020	\$23,000
2021	\$23,000
2022	\$15,000
2023	\$15,000
2024	\$15,000

II.

To the extent necessary to effect the terms and provisions of this First Amendment, the 2017 Agreement is hereby amended and modified. In all other respects, the aforesaid 2017 Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and attested this First Amendment by their officers thereunto duly authorized.

EXECUTED to be effective as of the _____ day of _____, 2019 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Craig Morgan, President

EASTGROUP PROPERTIES, L.P.,
a Delaware limited partnership

By: EastGroup Properties General Partners, Inc., a
Delaware corporation, its general partner

By: David Hider
Its: David Hider, VP

By: Reid Dunbar
Its: Reid Dunbar, SRP

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.

EastGroup Properties
Irving, TX United States

Certificate Number:
2019-540391

Date Filed:
09/16/2019

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

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
Incentives

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is David Hicks, and my date of birth is 6-20-1974.

My address is 705 Johns Well Ct, Argyle, TX, 76226, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 16th day of September, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.6

Title: Consider a resolution establishing a Chapter 380 Economic Development Program for Eastgroup Properties, L.P.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2019-0394

RESOLUTION NO. R-2019-0394

WHEREAS, EastGroup Properties, L.P., (“EGP”) has expressed to the City of Round Rock (“City”) its desire to construct two buildings for industrial and warehousing use in the City which will provide primary jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to EGP a §380.001 Program in exchange for EGP constructing two industrial use buildings in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit “A” attached hereto 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to EastGroup Properties, _____, ("EGP") in exchange for EGP's constructing two new industrial and warehousing use buildings in the City of Round Rock are as generally outlined below:

1. EGP's obligations:

1.1. EGP agrees to construct two new buildings in the City that are suitable for industrial and warehousing purposes.

2. City's obligations:

2.1. City shall, subject to EGP's satisfaction of its obligation to construct two new buildings in the City make Economic Incentive Payments to EGP as follows:

City subject to EGP's satisfaction of its obligations to construct two new buildings, make EIPs to EGP as set forth herein. The EIP's shall be made in annual payments on or before March 1 of each year. EIP's shall be paid as follows:

<u>Year</u>	<u>EIP Amount</u>
2022	\$24,000
2023	\$24,000
2024	\$16,000
2025	\$16,000
2026	\$16,000

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.



City of Round Rock

Agenda Item Summary

Agenda Number: I.7

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with EastGroup Properties, L.P. and the Round Rock Transportation and Economic Development Corporation.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Administration

Text of Legislative File 2019-0395

This agenda item is to consider a three-party Economic Development Program Agreement between the City of Round Rock, Texas, the Round Rock Transportation and Economic Development Corporation, and EastGroup Properties.

The agreement requires EastGroup to expend at least \$9,000,000 in Real Property Improvements in the construction of a light industrial and warehousing facility in Round Rock.

RESOLUTION NO. R-2019-0395

WHEREAS, EastGroup Properties, L.P. (“EGP”) has expressed to the City of Round Rock (“City”) its desire to construct two buildings for industrial and warehousing use in the City which will provide primary jobs and additional tax base to the City; and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby EGP will construct two new buildings for industrial and warehousing occupancy; and

WHEREAS, the City and Round Rock Transportation and Economic Development Corporation agree to provide performance based economic development grants to EGP to defray a portion of EGP’s expenses, 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 Economic Development Program Agreement between the City of Round Rock, Texas, the Round Rock Transportation and Economic Development Corporation, and EastGroup Properties, L.P., 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this _____ day of _____, 2019, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("**City**"), the **Round Rock Transportation and Economic Development Corporation**, a Type B Corporation created pursuant to Chapter 505 of the Texas Local Government Code ("**TEDCO**"), and **EastGroup Properties, L.P.**, a Delaware limited partnership ("**EGP**"). The foregoing are referred to collectively as the "**Parties**."

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** ("City Resolution"), establishing an economic development program for EGP in recognition of the positive economic benefits to the City through the construction by EGP of two new buildings (the "Facility") for industrial and warehousing occupancy to be constructed on the site described in **Exhibit B**, (the "Property"); and

WHEREAS, the City has determined that this Agreement will promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby EGP will expend at least \$9,000,000 in the construction of the Facility and to lease the Facility to one or more industrial and warehousing tenants in conformance with the City's development approvals for the Facility; and

WHEREAS, the City and TEDCO have determined that the construction of the Facility for industrial and warehousing uses will result in the creation of primary jobs to the City, as contemplated by §501.101 of the Texas Local Government Code; and

WHEREAS, the City and TEDCO agree to provide performance based economic development grants to EGP to defray a portion of EGP's expenses;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, TEDCO, and EGP agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event EGP proceeds with construction of the Facility. The TEDCO's execution of this Agreement is authorized by §501.158 of the Texas Local Government Code. The City and TEDCO acknowledge that EGP is acting in reliance upon the City's and TEDCO's performance of their obligations under this Agreement in making its decision to commit substantial resources and money to construct the Facility.

2. Definitions.

2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the City and/or TEDCO to EGP under the Program.

2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the Parties.

- 2.3 **“Facility”** means the two buildings designated as “Building 3” and “Building 4” to be constructed by EGP on the Property located in the city limits of City and depicted on Exhibit C.
- 2.4 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.5 **“Property”** means the tract of land described in Exhibit B.
- 2.6 **“Real Property Improvements”** means the cost of real property improvements to the Facility directly related to the design and construction of the Facility. It does not include any other costs, such as financing cost, attorney fees, insurance, permitting and other similar costs.
- 2.6 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the City and/or TEDCO from EGP in the event of an EGP default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on the date the final EIP is made in 2026, in accordance with 5.1 below.
4. **Rights and Obligations of EGP.**
- 4.1 Facility. EGP agrees to spend at least \$9,000,000.00 in Real Property Improvements to the Facility on or before the 31st day of December, 2021. EGP agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit EGP’s records to verify same.
- 4.2 Compliance with regulations. EGP agrees that it will comply with the City’s development approval processes and shall lease and operate the Facility consistent with City ordinances, development regulations, and requirements.
- 4.6 Continuous operation. EGP agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.
5. **Rights and Obligations of the City.**

In consideration of EGP’s compliance with this Agreement, the City and TEDCO agree as follows:

5.1 Economic Incentive Payment (“EIP”).

5.1.1 EIP. City and/or TEDCO shall, subject to EGP’s satisfaction of its obligations set forth herein, make EIPs to EGP as set forth herein. The EIP’s shall be made in annual payments on or before March 1 of each year, as follows:

<u>Year</u>	<u>EIP Amount</u>
2022	\$24,000
2023	\$24,000
2024	\$16,000
2025	\$16,000
2026	\$16,000

5.1.2 EIP Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to EGP. The EIPs by the City and /or TEDCO under this Agreement are subject to the City’s and TEDCO’s appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to EGP, if paid, shall be made solely from annual appropriations from the general funds of the City and/or TEDCO or from such other funds of the City or TEDCO as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City and/or TEDCO under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City and/or TEDCO do not appropriate funds in any fiscal year for the EIP due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City and/or TEDCO shall not be liable to EGP for such EIP, however, the City and TEDCO shall extend this Agreement for another year(s), until EGP has received all of the EIPs provided for herein. In addition, EGP shall have the right but not the obligation to rescind this Agreement, which shall not be deemed to constitute a default by EGP. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

6. EIP Recapture. In the event the City and/or TEDCO terminate this Agreement as a result of EGP’s default, the City and/or TEDCO may recapture and collect from EGP the Recapture Liability. EGP shall pay to the City and/or TEDCO the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which EGP may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The

City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

- 7.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2 Representations and Warranties. The City represents and warrants to EGP that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. EGP represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3 Default. If either the City, TEDCO or EGP should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, EGP shall have the right to terminate this Agreement by giving written notice thereof to City and to pursue any remedy at law or in equity for the City's breach. If EGP remains in default after notice and opportunity to cure, City shall have the right to terminate this Agreement by giving written notice thereof to EGP and to pursue any remedy at law or in equity for EGP's breach, in addition to the right of EIP recapture set forth above.
- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and EGP to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 7.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the EIP. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 7.7 Assignment. EGP may not assign all or part of their rights and obligations to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that EGP may assign this Agreement without the consent of the City to an entity which controls, is controlled by or is under common control with EGP, any successor entity to EGP by way of merger, consolidation or other non-bankruptcy corporate

reorganization, or an entity which acquires all or substantially all of EGP's assets, partnership or membership interests, or capital stock.

- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- 7.9 Termination. In the event EGP elects not to lease the building as contemplated by this Agreement, EGP shall notify the City in writing, and this Agreement and the obligations on the part of all Parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City and/or

TEDCO: City of Round Rock
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400
Email: lhadley@roundrocktexas.gov

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrrlaw.com

If to EGP: EastGroup Properties, L.P.
7301 N. State Highway 161, Suite 215
Irving, Texas 75039
Attn: Asset Manager
Email: david.hicks@eastgroup.net

With a required copy to:

EastGroup Properties
190 E. Capitol Street, Suite 400

Jackson, Mississippi 39201
Attn: CFO
Email: brent.wood@eastgroup.net

Any party may designate a different address at any time upon written notice to the other Parties.

- 7.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected

officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

- 7.18 Estoppel Certificate. EGP may request an estoppel certificate from City so long as the certificate is requested in connection with a bona fide business purpose and requests commercially reasonable certifications. City agrees to promptly execute and deliver any estoppel certificate reasonably requested pursuant to this Section 7.18. The certificate, which will upon request be addressed to EGP, or a lessee, purchaser or assignee of EGP, shall include, but not necessarily be limited to, statements (qualified to the best knowledge of the City) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party(ies) to receive the certificate.

EXECUTED to be effective as of the _____ day of _____, 2019 (the "Effective Date").

CITY OF ROUND ROCK, TEXAS,

By: _____
Craig Morgan, Mayor

Date: _____, 2019

APPROVED as to form:

Stephan L. Sheets, City Attorney

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Craig Morgan, President

EASTGROUP PROPERTIES, L.P.,
a Delaware limited partnership

By: EastGroup Properties General Partners, Inc., a
Delaware corporation, its general partner

By: David Hicks
Its: David Hicks, Vice President

By: [Signature]
Its: Reid Dunbar, SVP

Date: September 5, 2019

EXHIBIT "A"
TO THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

RESOLUTION NO. R-_____

WHEREAS, EastGroup Properties, L.P., ("EGP") has expressed to the City of Round Rock ("City") its desire to construct two buildings for industrial and warehousing use in the City which will provide primary jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

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

That the City offers to EGP a §380.001 Program in exchange for EGP constructing two industrial use buildings in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 ____ day of _____, 2019.

CRAIG MORGAN, Mayor

City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A
TO THE RESOLUTION

ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to EastGroup Properties, _____, ("EGP") in exchange for EGP's constructing two new industrial and warehousing use buildings in the City of Round Rock are as generally outlined below:

1. EGP's obligations:

1.1. EGP agrees to construct two new buildings in the City that are suitable for industrial and warehousing purposes.

2. City's obligations:

2.1 City shall, subject to EGP's satisfaction of its obligation to construct two new buildings in the City make Economic Incentive Payments to EGP as follows:

City subject to EGP's satisfaction of its obligations to construct two new buildings, make EIPs to EGP as set forth herein. The EIP's shall be made in annual payments on or before March 1 of each year. EIP's shall be paid as follows:

<u>Year</u>	<u>EIP Amount</u>
2022	\$24,000
2023	\$24,000
2024	\$16,000
2025	\$16,000
2026	\$16,000

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

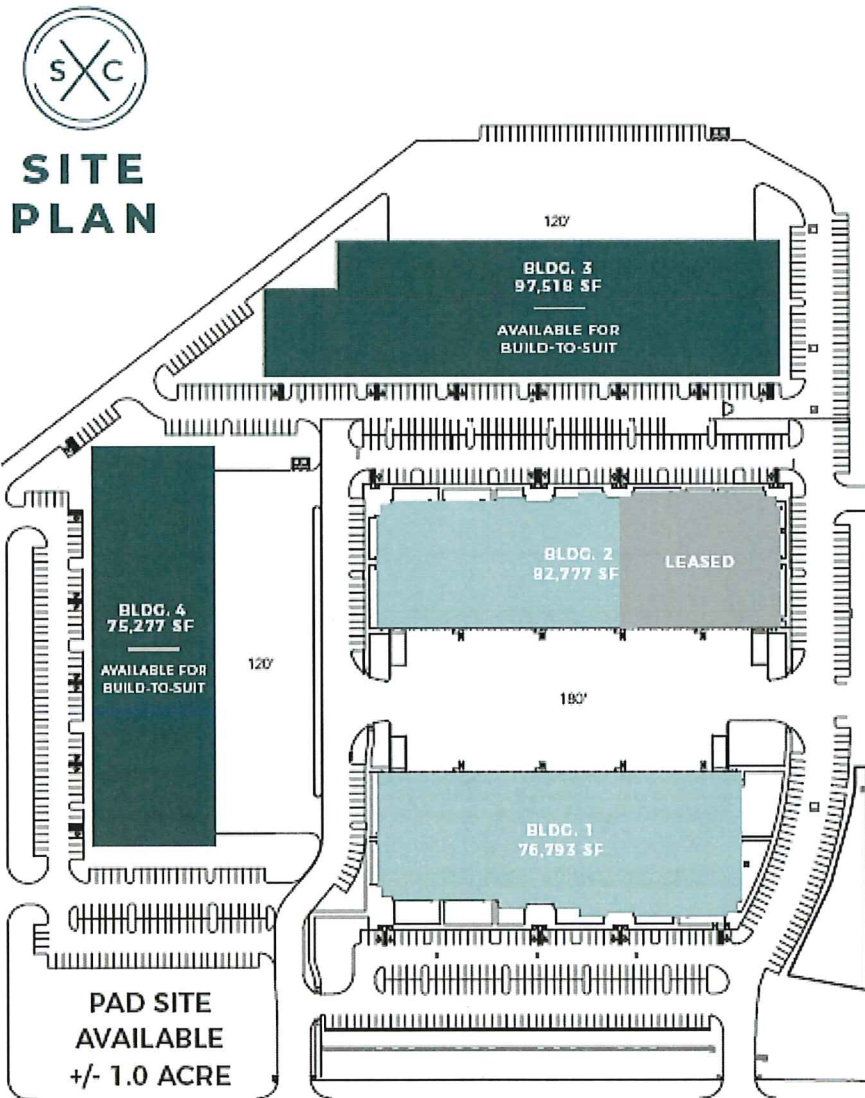
EXHIBIT "B"
TO THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Property Description

Lots 1A and 2A, Block A, Chandler Crossing Replat of Lot 1, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet FF, Slides 205, 206, 207 and 208 of the Plat Records of Williamson County, Texas.

EXHIBIT C

TO THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT



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.

EastGroup Properties
Irving, TX United States

Certificate Number:
2019-540399

Date Filed:
09/16/2019

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.

000000
Incentives - Phase 2 of Settlers Crossing

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is David Hicks, and my date of birth is 6-20-1974.

My address is 705 Johns Well Ct, Argyle, TX, 76226, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 16th day of September, 2019.
(month) (year)

David Hicks

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.8

Title: Consider a resolution establishing a Chapter 380 Economic Development Program for Phlur, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2019-0385

RESOLUTION NO. R-2019-0385

WHEREAS, the City Council has determined that one of its priority goals is to encourage economic development within the City of Round Rock; and

WHEREAS, Phlur Inc. ("Phlur") has expressed an interest in leasing a building located at 900 E. Old Settlers Boulevard, Suite 180, Round Rock (the "Facility"); and

WHEREAS, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Phlur will lease and improve the Facility; and

WHEREAS, Phlur intends to add at least 35 employees within five years of the occupancy of the Facility; and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will encourage economic development within the City and will also meet the goals set forth in said §380.001, Now Therefore

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

That the City offers to Phlur a §380.001 Program whereby the City will grant certain Economic Incentive Payments ("EIP's"), and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to Phlur in exchange for Phlur's lease of a building located at 900 E. Old Settlers Boulevard, Suite 180, Round Rock, Texas, 78664 are as generally outlined below:

1. Phlur's intentions and obligations:
 - 1.1. Lease. Phlur intends to lease and occupy the building located at 900 E. Old Settlers Boulevard, Suite 180, Round Rock, Texas.
 - 1.2. Real Property Investment. Phlur agrees to invest at least \$2,000,000 in the real estate improvements to the Facility.
 - 1.3. Business Personal Property Investment. Phlur agrees to invest at least \$650,000 in business personal property for the Facility.
 - 1.4. Jobs. Phlur intends to create at least 35 new jobs within five years of its occupancy of the Facility.
 - 1.5. Compliance with regulations. Phlur agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
2. City's obligations:
 - 2.1. Economic Incentive Payments. In consideration of Phlur's compliance with the aforesaid intentions, the City agrees to grant annual Economic Incentive Payments to Phlur in the amount of \$25,000 per year for three years.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.



City of Round Rock

Agenda Item Summary

Agenda Number: I.9

Title: Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Phlur, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Administration

Text of Legislative File 2019-0386

This agenda item is to consider an Economic Development Program Agreement between the City of Round Rock, Texas, and Phlur, Inc.

The Agreement requires Phlur, Inc. to lease a facility in the City, expend at least \$2,000,000 in improvements to the Facility, invest at least \$650,000 in business personal property, and create at least 35 new jobs within 5 years.

RESOLUTION NO. R-2019-0386

WHEREAS, Phlur, Inc. has expressed to the City of Round Rock (“City”) its desire to locate a facility in the City which will provide jobs and additional tax base to the City; and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Phlur, Inc. will lease and improve a building located at 900 E. Old Settlers Boulevard, 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 Economic Development Program Agreement with Phlur, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this ____ day of _____, 2019, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("**City**"), and **Phlur, Inc.**, a Delaware Corporation ("**Phlur**").

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** ("**City Resolution**"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Phlur in recognition of the positive economic benefits to the City through Phlur's agreement to (i) lease a facility in the City ("**Facility**"), (ii) create at least 35 new jobs within 5 years, (iii) invest at least \$2,000,000 in improvements to the Facility, and (iv) invest at least \$650,000 in business personal property to be located in the Facility; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Phlur intends to accomplish the foregoing; and

WHEREAS, the City agrees to provide performance-based Economic Incentive Payments ("**EIP's**") (as defined below);

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Phlur agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event Phlur proceeds with the lease, improvement, occupation, and staffing of the Facility. The City acknowledges that Phlur is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to lease, improve, and occupy the Facility.
2. **Definitions.**
 - 2.1. "**Economic Incentive Payment(s)**" ("**EIPs**") means the amount paid by the City to Phlur under the Program.
 - 2.2. "**Effective Date**" is the date this Agreement is executed to be effective by the City and Phlur.
 - 2.3. "**Facility**" means the space that Phlur is leasing in the building located at 900 E. Old Settlers Blvd., Suite 180, Round Rock, Texas, 78664.
 - 2.4. "**Full Time Equivalent Employee**" ("**FTE**") means a combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are

counted as the equivalent of a full-time employee. FTE's shall include original hires or their replacements over time.

- 2.5. **"Improvements Cost"** includes the following costs of the real property investment provided in 5.2: the cost of designing the improvements, cost of materials, the cost of labor, and the cost of inspections. It does not include any other costs, such as financing cost, attorney fees, insurance, and other similar costs.
- 2.6. **"Program"** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.7. **"Recapture Liability"** means the total amount of all EIP's that are paid as result of this Agreement that are subject to recapture by the City from Phlur in the event of a Phlur default.
- 2.8. **"Year 1"** means the calendar year following the City's issuance of a Certificate of Occupancy for the Facility.
3. **Intention of Parties.** The City Council of Round Rock has previously determined that one of its priority goals is to encourage economic development within the City. To further this goal, the City is willing to provide EIP's to assist Phlur in the leasing and improving of the Facility.
4. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2024.
5. **Rights and Obligations of Phlur.**
 - 5.1. Lease. Phlur agrees to lease the Facility.
 - 5.2. Real Property Investment. Phlur agrees to invest at least \$2,000,000 in Improvements Cost to the Facility. Phlur agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit Phlur's records to verify same.
 - 5.3. Personal Property Investment. Phlur agrees to invest at least \$650,000 in business personal property for the Facility. As used herein, "business personal property" shall be defined as fixtures, equipment, and furniture purchased for the purpose of supporting Phlur's business operation at the Facility. In order to show proof that Phlur has complied with this obligation, on or before April 15 of Year 1, Phlur agrees to provide the City with a copy of Texas Comptroller of Public Accounts Form 50-144 which it has filed with the Williamson Central Appraisal District showing business personal property with a taxable value of at least \$650,000.

- 5.4. Jobs. Phlur agrees to employ at least 35 full-time employees and/or FTE's, within five years of occupying the Facility, in accordance with the schedule set forth below. As used in the below schedule "jobs" shall include full-time employees and/or FTE's.

<u>Year</u>	<u>Retained Jobs</u>	<u>New Jobs</u>	<u>Total Jobs</u>
Year 1	0	05	05
Year 2	05	07	12
Year 3	12	07	19
Year 4	19	08	27
Year 5	27	08	35

The requirement to provide the above jobs shall survive the termination of this Agreement.

- 5.5. Job Compliance Affidavit. On or before April 15 of Year 2 and each calendar year thereafter of this Agreement, Phlur agrees to provide to the City a Job Compliance Affidavit, a copy of such Job Compliance Affidavit being attached hereto as **Exhibit B**. City shall have the right, following reasonable advance notice to Phlur, to audit Phlur's records to verify that this obligation has been satisfied.
- 5.6. Compliance with regulations. Phlur agrees that it will comply with the City's development approval processes, and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and legal requirements.
- 5.7. Clawback. In the event that Phlur fails to comply with any of the actions as described in Section 5.1 through 5.6 above, Phlur will immediately pay to the City an amount equal to, but not to exceed, the Recapture Liability.

6. Economic Incentive Payments. In consideration of Phlur's compliance with this Agreement, the City agrees as follows:

- 6.1. Schedule for EIPs. City shall, subject to Phlur's satisfaction of its obligations set forth herein, make EIPs to Phlur as set forth herein. Beginning with Year 2, the EIP's shall be made in annual payments on or before June 1 of each year. The amount of the EIP's shall be as follows:

<u>Year</u>	<u>Amount of EIP</u>
Year 2	\$25,000.00
Year 3	\$25,000.00
Year 4	\$25,000.00

- 6.2. EIP Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment

to Phlur. The EIPs by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to Phlur, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for the EIP due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City shall not be liable to Phlur for such EIP, however, the City shall extend this Agreement for another year(s), until Phlur has received all of the EIPs provided for herein. In addition, Phlur shall have the right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

- 6.3. EIP Recapture. In the event the City terminates this Agreement as a result of Phlur's default, the City may recapture and collect from Phlur the Recapture Liability. Phlur shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Phlur may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

- 7.1. Mutual Assistance. The City and Phlur will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2. Representations and Warranties. The City represents and warrants to Phlur that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Phlur represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3. Default. If either the City or Phlur should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure,

Phlur shall have the right to pursue any remedy at law or in equity for the City's breach. If Phlur remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Phlur's breach, but only up to an amount equal to the Waived Fees.

- 7.4. Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Phlur to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 7.5. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Phlur.
- 7.6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7. Assignment. Phlur may not assign all or part of its rights and obligations to a third party without the express written consent of the City provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8. Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9. Termination. In the event Phlur elects not to lease the Facility or install the improvements as contemplated by this Agreement, Phlur shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock

221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400
Email: lhadley@roundrocktexas.gov

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrllaw.com

If to Phlur:

Phlur Inc.
2400 E. Cesar Chavez St.
Austin, Texas 78792
Attn: Shawn Freeman, Chief Operations Officer
Phone: (347) 697-9856
Email: shawn@phlur.com

Either party may designate a different address at any time upon written notice to the other party.

- 7.11. Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.12. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.13. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.14. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.15. Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party;

national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.

- 7.16. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the 9 day of September, 201~~8~~⁹

(SF)

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

PHLUR INC.

By: _____
Shawn Freeman, COO

EXHIBIT "A"

RESOLUTION NO. R-_____

WHEREAS, the City Council has determined that one of its priority goals is to encourage economic development within the city of Round Rock; and

WHEREAS, Phlur Inc. ("Phlur") has expressed an interest in leasing a building located at 900 E. Old Settlers Blvd., Suite 180, Round Rock (the "Facility"); and

WHEREAS, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Phlur will lease and improve the Facility; and

WHEREAS, Phlur intends to add at least 35 employees within five years of the occupancy of the Facility;

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will encourage economic development within the City and will also meet the goals set forth in said §380.001

NOW THEREFORE

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

That the City offers to Phlur a §380.001 Program whereby the City will grant certain Economic Incentive Payments ("EIP's"), and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 _____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A TO RESOLUTION
ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to Phlur in exchange for Phlur's lease of a building located at 900 E. Old Settlers Blvd., Suite 180, Round Rock, Texas, 78664 are as generally outlined below:

1. Phlur's intentions and obligations:
 - 1.1. Lease. Phlur intends to lease and occupy the building located at 900 E. Old Settlers Blvd., Suite 180, Round Rock, Texas.
 - 1.2. Real Property Investment. Phlur agrees to invest at least \$2,000,000 in the real estate improvements to the Facility.
 - 1.3. Business Personal Property Investment. Phlur agrees to invest at least \$650,000 in business personal property for the Facility.
 - 1.4. Jobs. Phlur intends to create at least 35 new jobs within five years of its occupancy of the Facility.
 - 1.5. Compliance with regulations. Phlur agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
2. City's obligations:
 - 2.1. Economic Incentive Payments. In consideration of Phlur's compliance with the aforesaid intentions, the City agrees to grant annual Economic Incentive Payments to Phlur in the amount of \$25,000 per year for three years.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ (NAME), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OATH STATED AS FOLLOWS:

1. "MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.
2. "I AM THE _____(TITLE) OF PHLUR, INC. AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.
3. "AS OF DECEMBER 31, 201____, PHLUR, INC. HAD THE FOLLOWING JOB POSITIONS:

EMPLOYEE ID NO.

JOB POSITION OR TITLE

[illegible][illegible]

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

DATED THIS ____ DAY OF _____, 20__.

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS

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.

PHLUR, Inc.
Round Rock, TX United States

Certificate Number:
2019-539642

Date Filed:
09/13/2019

Date Acknowledged:

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

Round Rock Chamber

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
Economic incentives

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Symrise, Inc.	New York City, NY United States	X	
	Next Coast Ventures	Austin, TX United States	X	
	Korman, Eric	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

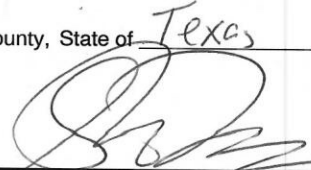
6 UNSWORN DECLARATION

My name is Shawn Freeman, and my date of birth is 7/26/1965.

My address is 1300 Canterbury St. Austin TX 78702 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 13 day of Sep, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.10

Title: Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement Between Williamson County and the City of Round Rock for Cost Sharing Related to RM 620 Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2019-0389

The purpose of the RM620 Safety Improvements project is to improve safety and enhance mobility in the project area. The project includes a bridge to carry RM 620 traffic over the Union Pacific Railroad and Chisholm Trail Road. In order to maintain access to businesses and residences, at-grade local access roads are proposed between Lake Creek Drive and Chisholm Trail Road. A second bridge is proposed at Lake Creek Drive. This proposed bridge would carry RM 620 traffic over Lake Creek Drive. The project terminates at Deep Wood Drive. On November 8, 2012 the City and Williamson County entered into an Interlocal Agreement regarding cost sharing on the RM 620 project. Williamson County committed \$4 million dollars to the project. The ILA had a 5 year time frame for completion. It has become necessary to extend the time for the initial ILA with an Amendment.

This First Amendment to the initial Interlocal Agreement provides for a 5 year time extension of the initial Agreement that will extend the expiration date to November 8, 2022. There is no change to the initial payment terms.

RESOLUTION NO. R-2019-0389

WHEREAS, the City of Round Rock has previously entered into an Interlocal Agreement (“Agreement”) with Williamson County for cost sharing related to the RM 620 Improvements Project, and

WHEREAS, the City now desires to enter into a First Amendment to the Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the First Amendment to the Interlocal Agreement between Williamson County and the City of Round Rock for Cost Sharing Related to RM 620 Improvements Project, 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF ROUND ROCK FOR COST SHARING RELATED
TO RM 620 IMPROVEMENTS PROJECT**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

This First Amendment (the "First Amendment") to the Interlocal Agreement is made and entered into between the City of Round Rock (the "City") and Williamson County (the "County") regarding cost sharing for the RM 620 Improvement Project (the "Agreement"), both being political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.11(c)(2) provides that any one or more local governments may contract with each other for the performance of governmental functions; and

WHEREAS, on November 8, 2012, the parties approved the Agreement; and

WHEREAS, the parties now desire to extend the Agreement by approving this First Amendment;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1

That Section 3, EFFECTIVE DATE; TERM OF AGREEMENT, is amended to extend the terms of the Agreement for an additional five (5) years after this First Amendment is approved by both parties.

SECTION 2

That all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed, sealed and attested by their duly authorized officers.

(Rest of page left blank)

WILLIAMSON COUNTY, TEXAS

By: _____
Honorable William Gravell, Jr., County Judge

Date: _____

FOR COUNTY, ATTEST:

By: _____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.11

Title: Consider a resolution authorizing the Mayor to execute a Contract with Andale Construction for the 2019 Street Maintenance Program High Density Mineral Bond - Project C.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$468,669.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Letter of recommendation, Bid Tab, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0390

The City of Round Rock manages more than 1,150 lane miles of roadways within its jurisdiction. In order to preserve, and/or improve, the conditions of existing roadways, the City has developed a Street Maintenance Program (SMP). This program allows the City to monitor the state of its roadways and systematically repair, and/or overlay our city streets.

The 2019 Street Maintenance Program - Project C - High Density Mineral Bond Overlay project will provide a long lasting and durable driving surface for the specific streets within the designated residential areas. This project includes 141,000 square yards of overlaying existing roadway with a high density mineral bond product to provide additional life to pavement that is still performing well but needs help to improve the surface.

Bids for the above referenced project were opened on August 27, 2019 at 2:00 p.m. One (1) responsive bid proposal was received. The bid was opened and read aloud. The submittal was checked for the inclusion of the Statement of Bidder's Safety Experience and bid guarantee.

The total bid price was \$468,669.00:

Andale Construction \$468,669.00

Andale Construction is the apparent low bidder. The engineer's opinion of probable construction cost for this project was \$521,912.00. Based upon review of the attached Bid Tabulation, staff recommends the City of Round Rock accept and consider the bid of Andale Construction for contract award in the amount of \$468,669.00.

Cost: \$468,669.00

Source of Funds: General Self Financed Construction

RESOLUTION NO. R-2019-0390

WHEREAS, the City of Round Rock has duly advertised for bids for the 2019 Street Maintenance Program High Density Mineral Bond – Project C, and

WHEREAS, while only one bid was received from Andale Construction, the City Council has determined that the bid is acceptable, and

WHEREAS, the City Council wishes to accept the bid of Andale Construction, 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 Andale Construction for the 2019 Street Maintenance Program High Density Mineral Bond – Project C.

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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



ROUND ROCK TEXAS
TRANSPORTATION 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

September 5, 2019

**Subject: Recommendation to Award – 2019 Street Maintenance Program – Project C
High Density Mineral Bond Overlay**

Dear Mr. Hudder:

Bids for the above referenced project were opened on August 27, 2019 at 2:00 p.m. One (1) responsive bid proposal was received. The bid was opened and read aloud. The submittal was checked for the inclusion of the Statement of Bidder's Safety Experience and bid guarantee. The total bid price was \$468,669.00:

Andale Construction \$468,669.00

Andale Construction is the apparent low bidder. The engineer's opinion of probable construction cost for this project was \$521,912.00. Based upon my review of the attached Bid Tabulation, I recommend the City of Round Rock accept and consider the bid of Andale Construction for contract award in the amount of \$468,669.00

Sincerely,

JC (Jose) Montelongo II, EIT
Associate Engineer

Attachments: Bid Tabulation

THE CITY OF ROUND ROCK**Transportation**

2008 Enterprise Drive

Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Matthew Bushak, P.E.

DATE : August 28th, 2019

BID TABULATION

SHEET: 1 of 1

CONTRACT : 2019 SMP High Density Mineral Bond - Project C

Andale Construction

LOCATION : 2008 Enterprise Dr Round Rock, TX 78664**DATE: August 27th, 2019**

Statement of Safety? Yes

Addendum(s)? NA

Bid Bond? Yes

Statement of Safety?

Addendum(s)? NA

Bid Bond?

Statement of Safety?

Addendum(s)? NA

Bid Bond?

Statement of Safety?

Addendum(s)? NA

Bid Bond?

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Video DVD of Project Areas prior to and after construction	1	LS	\$1,842.00	\$1,842.00						
2	Engineered Traffic Control Plan	1	EA	\$2,500.00	\$2,500.00						
3	Traffic Control Implementation	2	MO	\$8,678.50	\$17,357.00						
4	Materials, equipment and labor necessary for High Density Mineral Bond in accordance with project specific notes and specifications	141,000	SY	\$3.17	\$446,970.00						
TOTAL:					\$468,669.00						
GRAND TOTAL:					\$468,669.00						



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.

Andale Construction, Inc.
Wichita, KS United States

Certificate Number:
2019-540864

Date Filed:
09/17/2019

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.

2019 - SMP
High Density Mineral Bond Surface Treatment

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.



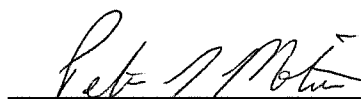
6 UNSWORN DECLARATION

My name is Peter J. Molitor, and my date of birth is 04/21/1978.

My address is P O Box 65, Andale, KS, 67001, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Sedgwick County, State of Kansas, on the 17th day of September, 2019.
(month) (year)



Peter J. Molitor - President

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.12

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with ProDirt Services, LLC for the North Red Bud Turn Lane Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$161,425.00

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0391

The Transportation Department requests Council approval of QA/CO #2 for the North Red Bud lane right turn lane at US 79 (Palm Valley Blvd.) project for \$161,425.00.

This QA/CO consists of the addition of an asphalt overlay for the entire intersection and additional pavement repairs. This work has become necessary due to the continued deterioration of the existing pavement surface in this area and substandard pavement structure discovered during milling operations. The total contract price with the inclusion of this change stands at \$875,877.30.

Cost: \$161,425.00

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

RESOLUTION NO. R-2019-0391

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with ProDirt Services, LLC for the North Red Bud Turn Lane Project, and

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

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with ProDirt Services, LLC for the North Red Bud Turn Lane Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 26th day of September, 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: TransportationProject Name: North Red Bud Turn LaneDate: 8/8/19

City Project ID Number _____

Change Order/Quantity Adjustment No. 2Vendor ProDirt Services, LLC P.O. Box 59, Georgetown, Tx 78627 (512)963-0313
Company Name Address Phone No.

Justification

Asphalt Overruns/Full Depth Repairs

SUMMARY

	Amount	% Change
Original Contract Price:	\$676,837.30	
Previous Quantity Adjustment(s):	\$0.00	
This Quantity Adjustment:	\$161,425.00	
Total Quantity Adjustment(s):	\$161,425.00	
Total Contract Price with Quantity Adjustment(s):	\$838,262.30	
Previous Change Order(s):	\$37,615.00	4%
This Change Order:	\$0.00	0%
Total Change Order(s) To Date:	\$37,615.00	4%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$875,877.30	
Difference between Original and Adjusted Contract Prices:	\$199,040.00	
Original Contract Time:	120	
Time Adjustment by previous Quan. Adj./Change Order:	0	
Time Adjustment by this Quan. Adj./Change Order:		
New Contract Time:	120	

Submitted for Approval

Prepared By:

Signature

Printed Name, Title, Company

Date

Approvals

Contractor:

Signature

Printed Name, Title, Company

Date

City Project Manager:

Signature

Printed Name, Title

Date

Mayor/City Manager

Signature

Printed Name, Title

Date

Project Name: North Red Bud Turn Lane

Change Order Data

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

Project Name: North Red Bud Turn Lane

Quantity Adjustment Data

Quantity Adjustment Data						
Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
9	Hot Mix Asphaltic Concrete, Ty B	TON	815	\$95.00	\$77,425.00	
10	Hot Mix Asphaltic Concrete, Tv C	TON	700	\$120.00	\$84,000.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$161,425.00	0

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-540815

Date Filed:
09/17/2019

Date Acknowledged:

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

ProDirt Services, LLC
Hutto, TX United States

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

City of Round Rock

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

000000
Excavation/Site Work for turn lane.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dill, Tony	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

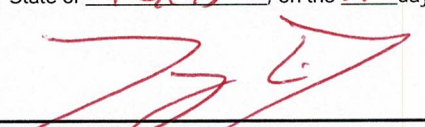
6 UNSWORN DECLARATION

My name is Tony Dill, and my date of birth is 9/2/87.

My address is 3411 CR 120 (street), Hutto (city), TX (state), 78634 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 17 day of Sept, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.13

Title: Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Chisholm Trail Storm Outfall at Brushy Creek Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$181,162.50

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

Attachments: Resolution, Letter of Recommendation, Bid Tab, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0392

This project includes installation of a new manhole, approximately 140 feet of 42" reinforced concrete pipe and ancillary items.

The City opened bids for the Chisholm Trail Storm Outfall at Brushy Creek on Wednesday August 28, 2019 at 2:00 PM. Three bids were received...all appearing to be responsive.

- 1) Patin Construction, LLC-- \$181,162.50
- 2) Myers Concrete Construction, LP - \$195,173.00
- 3) Peabody GC, LLC - \$206,637.00

After a thorough review of the bids and finding no errors, the engineering firm of Halff and Associates determined that Patin Construction, LLC. submitted the low bid of \$181,162.50. Staff recommends the bid be awarded to Patin Construction, LLC.

Cost: \$181,162.50

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

RESOLUTION NO. R-2019-0392

WHEREAS, the City of Round Rock has duly advertised for bids for the Chisholm Trail Storm Outfall at Brushy Creek Project; and

WHEREAS, Patin Construction, LLC has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Patin Construction, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Patin Construction, LLC for the Chisholm Trail Storm Outfall at Brushy Creek 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 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Halff Associates, Inc.
9500 Amberglen Blvd.
Building F, Suite 125
Austin, Texas 78729
(512) 777-4600

To: City of Round Rock
Bill Stablein
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664

Date: September 3, 2019

Subject: **Recommendation for Award** – Chisholm Trail Storm Outfall at Brushy Creek

The City opened bids for the **Chisholm Trail Storm Outfall at Brushy Creek** on Wednesday, August 28, 2019 at 2 p.m. from the following three (3) contractors:

- 1) Patin Construction, LLC
- 2) Myers Concrete Construction, LP
- 3) PGC General Contractors, LLC

Each contractor submitted a base bid for construction of approximately 140 LF of storm sewer along Chisholm Trail.

After tabulating and checking bid totals, we have determined that all three bids were responsive and no errors in calculation were found. The low bidder is Patin Construction, with a bid of **\$181,162.50**. Patin Construction's bid was more than the Engineer's estimate of probable construction costs by approximately 114%. The largest discrepancies between the Engineer's estimate and the low bid were in the Prep Right-of-Way bid item and the 42" Reinforced Concrete Pipe bid item. While the small size of the project was factored into the Engineer's estimate, it most likely had a greater impact on these costs than what was anticipated. Based on it being the lowest responsive bid, as well as the necessity of this project for the adjacent RM 620 roadway project, we recommend award of the construction contract to Patin Construction, LLC. A tabulation of the bids is attached for your records.

If you have any questions regarding the bids or this letter, please let me know.

Sincerely,
Halff Associates, Inc.

A handwritten signature in black ink, appearing to read "Andrew Dutton", with a long horizontal flourish extending to the right.

Andrew Dutton, P.E.
Project Manager

CHISHOLM TRAIL STORM DRAIN OUTFALL AT BRUSHY CREEK
BID TABULATION

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		PATIN CONSTRUCTION LLC		PEABODY GC LLC		Myers Concrete Construction	
					UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL	UNIT COST	LINE ITEM SUBTOTAL
Chisholm Trail Outfall												
1	101	Preparing Right-of-Way, complete in place	1	LS	\$10,000.00	\$10,000.00	\$38,000.00	\$38,000.00	\$33,000.00	\$33,000.00	\$51,147.00	\$51,147.00
2	104	Remove P.C Concrete Curb, including gutter and sawcutting and disposal, complete in place	127	LF	\$11.00	\$1,397.00	\$10.00	\$1,270.00	\$36.00	\$4,572.00	\$9.00	\$1,143.00
3	403	Concrete Collar, complete in place	1	EA	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00	\$19,500.00	\$19,500.00	\$8,204.00	\$8,204.00
4	430	P.C. Concrete Curb & Gutter (Fine Grading), complete in place	127	LF	\$35.00	\$4,445.00	\$40.00	\$5,080.00	\$40.00	\$5,080.00	\$44.00	\$5,588.00
5	506-SW	New Manhole Construction, 5 ft x 5 ft, complete in place	1	EA	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$22,254.00	\$22,254.00
6	509	Trench Safety Systems (all depths), complete in place	140	LF	\$15.00	\$2,100.00	\$2.00	\$280.00	\$75.00	\$10,500.00	\$22.00	\$3,080.00
7	510	Pipe, 42 IN Dia. (all depths), including Excavation and Backfill, complete in place	140	LF	\$335.00	\$46,900.00	\$760.00	\$106,400.00	\$640.00	\$89,600.00	\$460.00	\$64,400.00
8	628	Sediment Containment Dikes with Filter fabric, complete in place	40	LF	\$10.00	\$400.00	\$15.00	\$600.00	\$33.00	\$1,320.00	\$9.00	\$360.00
9	642	Silt Fence for Erosion Control, complete in place	13	LF	\$10.00	\$130.00	\$2.50	\$32.50	\$5.00	\$65.00	\$19.00	\$247.00
10	700	Total Mobilization Payment, complete in place	1	LS	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$22,897.00	\$22,897.00
11	803	Barricades, Signs, and Traffic Handling, complete in place	1	MO	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$15,853.00	\$15,853.00
TOTAL COST OF BASE BID:					\$84,572.00		\$181,162.50		\$206,637.00		\$195,173.00	
COST OF WRITTEN BASE BID SUBMITTED							\$181,162.50		\$206,637.00		\$195,173.00	
DIFFERENCE FROM ERROR							\$0.00		\$0.00		\$0.00	
BID BOND?							YES		YES		YES	

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.

Patin Construction LLC
Taylor, TX United States

Certificate Number:
2019-540872

Date Filed:
09/17/2019

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.

Chisholm Trail Storm Outfall
Chisholm Trail Storm Outfall at Brushy Creek Project

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.



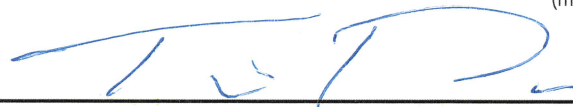
6 UNSWORN DECLARATION

My name is Tim Paxton, and my date of birth is 12/3/75.

My address is 3800 W. 2nd St., Taylor, TX, 75774, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 17 day of September, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.14

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LJA Engineering for the Red Bud Lane South Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$550,863.65

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0393

Consider a resolution authorizing the Mayor to execute a Contract with LJA, Inc. for the development of a final schematic, environmental clearance, preparation of Right-of-Way documents, performance of utility coordination and development of 30% construction Plans, Specifications and Engineering (PS&E) documents for the upgrade of the existing 3 lane roadway section to a new 5 lane arterial roadway with continuous left turn lane on Red Bud Lane between Evergreen Drive and Gattis School Road. This project will provide safety and capacity improvements along a very busy and heavily traveled arterial. This segment of roadway is being proposed as a stand alone project but is part of a multi-segment multi-phase vision to upgrade Red Bud Lane from Gattis School Road to CR 117.

The Red Bud Lane corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the city's Transportation Master Plan as a corridor that needs to be updated to ensure reduced congestion and travel times while increasing safety. The Transportation Master Plan has determined the ultimate section for this roadway to be a 5-lane urban arterial with a continuous left turn lane. This roadway section will provide increased mobility as well as enhanced driver/pedestrian safety. Mobility is increased by the enhancement of an existing 3 lane roadway to a 5 lane section. Motorist safety is enhanced by inclusion of direct turning traffic movements along the roadway and at controlled intersections, and pedestrian safety is enhanced with sidewalk improvements.

This contract will take the concept developed in the Transportation Master Plan and move that approach forward from the study stage to preliminary engineering, environmental clearance and

PS&E preparation up to the 30% complete status. The project will be re-evaluated at completion of this contract and moved forward under future contracts as funding allows and as directed by the Council.

The Transportation Department recommends that the City of Round Rock execute a contract with LJA Inc. in the amount of \$550,863.65 for the above described work.

Cost: \$550,863.65

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

RESOLUTION NO. R-2019-0393

WHEREAS, the City of Round Rock desires to retain engineering services for the Red Bud Lane South Project, and

WHEREAS, LJA Engineering has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with LJA Engineering, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with LJA Engineering for the Red Bud Lane South Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 26th day of September, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES**

FIRM: LJA ENGINEERING ("Engineer")
ADDRESS: 2700 La Frontera Boulevard, Suite 150, Round Rock, TX 78681
PROJECT: Red Bud Lane South

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Five Hundred Fifty Thousand Eight Hundred Sixty-Three and 65/100 Dollars (\$550,863.65) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7
NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8
PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Dawn Scheel, P.E.
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6603
Mobile Number (512) 663-1098
Fax Number N/A
Email Address dscheel@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Derek Bohls, P.E.
Project Manager
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681
Telephone Number (512) 439-4744
Fax Number N/A
Email Address dbohls@lja.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13

SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27
COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

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

and to:

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

Engineer:

Derek Bohls, P.E.
Project Manager
2700 La Frontera Boulevard, Suite 150
Round Rock, TX 78681

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature page follows]

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

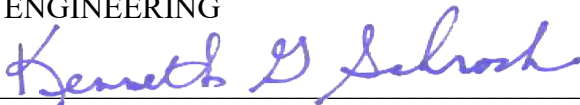
By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

LJA ENGINEERING

By: 
Signature of Principal
Printed Name: Kenneth G. Schrock

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

1. City of Round Rock will provide any as-built drawings for developments along Red Bud Lane based on availability.
2. City shall provide any existing CADD/GIS files and pertinent as-built plans of the roadway, storm sewer, and water and wastewater utilities in the area.
3. City of Round Rock will provide any available traffic information to aid in pavement design.
4. City of Round Rock will attend all public meetings and work with the LJA Team to secure a location for the meetings.
5. The City will provide timely reviews in conjunction with the agreed upon schedule.
6. City of Round Rock will provide all City permits necessary.
7. The City will host monthly utility coordination meetings.

EXHIBIT B

Engineering Services

Roadway: Red Bud Lane
City: Round Rock
County: Williamson
Limits: **Schematic:** from Evergreen Drive to Gattis School Road approximately 2.02 miles.

General Work Description: Develop a Preliminary Engineering Report, 30% Schematic, and TCP roll plot for the development of the Red Bud Lane improvements. The typical section will consist of a 5-lane divided roadway with continuous turn lane.

Standards and Specifications

Designs will be based on Texas Department of Transportation (TxDOT) Design Standards and Specifications supplemented by some specific City of Round Rock items.

FC 110.2 – ROUTE AND DESIGN STUDIES

Prepare Preliminary Engineering Report and schematic for the development of a roadway facility from Evergreen Drive to Gattis School Road.

Schematic Development

Data Collection

- At various times throughout the schematic design process, the Engineer will conduct site visits to collect data on geometry, drainage issues, and other engineering aspects, and collect additional photography of existing conditions.
- Obtain and review as-built drawings and documents pertinent to the project.
- ◆ Develop Plan Layouts with bike and pedestrian improvements.
- ◆ Develop Proposed Vertical Alignments
- ◆ Develop Existing and Proposed Typical Sections
- ◆ Create 3D model and preliminary cross sections in Open Roads.
 - Determine corridor wide limits of construction
 - Determine proposed grading
 - Create proposed surface for drainage design
 - Determine accurate cut/fill quantities
- ◆ Determine Additional ROW Requirements
- ◆ Develop Preliminary Utility Assignments

- ◆ Develop Preliminary Traffic Control Plan
- ◆ Develop Traffic Study to include traffic modeling, traffic counts, and documentation for justification of the number of lanes and intersection improvements along the limits of Red Bud Lane. Provide 24-hour tube counts to determine existing ADT, calculate future ADT, and turning movement counts. Determine optimal lane configurations at intersections
- ◆ Develop Preliminary Cost Estimates

Preliminary Drainage

- ◆ Delineate Offsite Drainage Areas
- ◆ Determine Times of Concentration
- ◆ Create a Land Use Map and determine runoff coefficients for both on-site and off-site areas
- ◆ Calculate Peak Flows at Culvert Crossings using the appropriate method
- ◆ Develop preliminary storm sewer layout and identify outfalls
- ◆ Size Proposed Cross Culverts
- ◆ Perform Impact Analysis
 - Determine Existing and Proposed impervious cover area values for each outfall
 - Determine the increase in peak flow rates between existing conditions and proposed.
 - Determine volume of runoff at each outfall location between existing conditions and proposed.
 - Create existing and proposed hydrographs at each outfall for both onsite and offsite runoff
 - Determine peak flows and timing of peaks on receiving streams prior to project development
 - Determine peak flows and timing of peaks on receiving streams after development
- ◆ Develop detention plan to mitigate increases caused by the project at each outfall including preliminary sizing requirements. Analyze peak flow mitigation alternatives based on City preferences.

Preliminary Engineering Report (PER)

- ◆ Develop Preliminary Engineering Report consisting of:
 - Summarize methodology, assumptions, and design criteria of each discipline
 - Summarize hydraulic results including peak flow calculations and culvert sizing summary
 - Alternative Analysis Summary with cost implications
 - Identification of additional ROW/easements required for the project.

- Cost Estimate
- Construction Duration Estimate
- All of the above will be reviewed and approved by the City prior to the PS&E design phase.
- Note: Preliminary Engineering report does not include any environmental summaries including those related to wetlands delineation, waters of the US, habitats, or cultural resources.
- ◆ Create Report Exhibits
- ◆ **Deliverables**
 - PER

Preliminary Schematic

- ◆ Develop Proposed Schematic Roll Plot (100 Scale)
- ◆ **Deliverables**
 - Schematic Roll Plot
 - Preliminary Engineering Report
 - Traffic Control Plan Roll Plot

FC 110.2 GEOTECHNICAL SERVICES

Geotechnical Drilling and Laboratory Testing (FC 110)

To perform soil borings along Red Bud Lane from Gattis School Road to just north of Forest Ridge Blvd in Round Rock, Williamson County, Texas for the purpose of providing pavement design recommendations for the reconstruction of the roadway. A total of 14 pavement borings will be advanced to maximum depths of 10 ft below existing ground surface utilizing a truck-mounted drilling rig or to auger refusal, whichever occurs first. We anticipate encountering a relatively thin veneer of dark brown clay overlying the limestone formation. The actual linear footage drilled will be itemized and invoiced to the client. The pavement borings will be located approximately 750 ft apart along the approximate 2.02 lineal mile of roadway. The project will consist of widening/reconstructing the existing 3 lane section to a proposed urban 5 lane section with curb/gutter and storm sewer applying mostly TxDOT standards and specifications.

Samples will be taken utilizing standard penetration tests or Shelby tube sampling techniques. The borings will be staked in the field utilizing tape and right angle measurements from existing benchmarks. The scope of services does not include surveying of boring locations and assumes surveyor will collect x, y, z coordinates. Laboratory testing will include but not limited to sulfate testing, lime series analysis, moisture contents, Atterberg limits, and California Bearing Ratio testing.

Additional Considerations (FC 110)

Our scope of services and estimated cost assumes that traffic control will be required and assumes all borings will be drilled within the existing right-of-away. It is also assumed that the borings can be drilled during the day between 9 AM to 4 PM, right of entry is provided, and that all boring locations will be accessible to a truck mounted drill rig. We have estimated a maximum of 2 days of traffic control. The number of traffic control days is warranted due to an estimated production rate of about 70 to 80 linear ft of drilling per day. The time associated with moving traffic control, moving drill rig from site to site, and cleaning up after completing of each boring reduces our daily footage rate.

Our scope and cost does not include Falling Weight Deflectometer testing nor does it include providing foundation recommendations for bridges or retaining walls. If bridges are required, RKCI will develop a scope and fee for these structures.

Geotechnical Deliverable (FC 110)

The results of our lab testing will be utilized to provide pavement design recommendations developed using TxDOT's FPS21 or other design programs acceptable to the City of Round Rock. We will prepare two to three flexible pavement designs. The flexible pavement designs will include but not limited to a subgrade stabilization option, a full-depth asphalt section, and a performance enhancement option. If warranted, RKCI will provide discussion regarding implementation of performance enhancement options, such as the use of geogrids, moisture barriers, and other options to improve the long-term performance of the pavements.

Our geotechnical delivery will also include and estimation of the potential vertical rise (PVR) and options to mitigate the PVR as required by the client.

Tentative Project Schedule

Based on our present workload, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rigs. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 10 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional 2 to 4 weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available.

FC 120.1 – ENVIRONMENTAL STUDIES

1. Social, economic and Environmental Studies (FC 120)

- a. Technical reports or memorandums that addresses the Antiquities Code of Texas, Section 404 of the Clean Water Act, threatened and endangered species, and potential hazardous materials issues will be prepared for the project to address environmental compliance.
 - i. Texas Antiquities Code (Archeology) - The proposed facility is located within property owned or controlled by the City of Round Rock, therefore, the project is subject to the provisions of the

Antiquities Code of Texas (ACT). The ACT applies to political subdivisions of the state of Texas, defined as a “local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59” in 13 TAC §26.5 (i.e., municipalities, ports, river authorities, utility districts, etc.) and projects that occur on lands owned or controlled by the state or subdivisions thereof. The Engineer will conduct a background study of previous surveys and previously recorded archeological sites in and near the project area. The research will include review of site files, records, and maps filed at the Texas Archeological (TARL) and the THC library; the Texas Archeological Sites Atlas (TASA) online database; and records of National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. The project area may have been subject to a previous archeological and/or historic resources survey. If this is the case, a desktop review letter may be appropriate for consultation with the Texas Historical Commission (THC). The draft report will be submitted to THC staff for review and approval of the report findings and recommendations.

Assumptions for Archeological Services

- New ROW will be required, assumed at 100 feet along up to 0.15 mile of project length.
- Project area will not exceed approximately 2 miles long and generally up to approximately 150 feet wide.
- The depth of impacts from the proposed project is assumed to be 3 feet below the current ground surface for roadway construction.
- No cemeteries exist within the proposed project area. If discovered, assessment of the potential presence of human burials (including cemetery delineation) within the proposed project area in deference to Section 711 of the Texas Health and Safety Code regarding cemeteries may require a supplemental cost estimate and scope.

1. Deliverables:

- a. Draft/final archeological desktop review
- ii. Section 404 of the Clean Water Act/Waters of the U.S. - To ensure compliance with Section 404 of the Clean Water Act, the Engineer shall identify and map jurisdictional waters of the U.S., including wetlands, that may be impacted by the project and determine permitting requirements. This effort will include identifying, delineating, and mapping the jurisdictional boundaries of streams,

wetlands, and other potential waters of the U.S. in the project area based on available maps, databases, and a field survey. The Engineer shall evaluate the impacts of project infrastructure to waters of the U.S., determine Section 404 permit requirements, and make permitting recommendations. The results of the information will be documented in a draft and final waters of the U.S. report. Section 404 permitting for the project (if applicable) is assumed to be approved under the Nationwide Permit Program without a Pre-Construction Notification (PCN), mitigation plan, or other coordination with the U.S. Army Corps of Engineers (USACE). Should a PCN, individual permit, mitigation plan, or other USACE coordination be required, they would be conducted under a separate scope of services.

1. Deliverables:

- a. Draft/final waters of the U.S. report

- iii. Threatened and Endangered Species - A literature review and habitat assessment for plant and wildlife species that are listed as federally threatened, endangered, proposed threatened/endangered, or candidates under the Endangered Species Act and are listed as potentially occurring in Williamson County will be completed for the project. A professional biologist with knowledge and experience will conduct a habitat assessment for the project, including a field reconnaissance. Should further services be necessary such as presence/absence surveys for protected species or consultations with the U.S. Fish and Wildlife Service (USFWS), they would be conducted under a separate scope of services.

1. Deliverables:

- a. Draft/final biological resources technical report

- iv. Potential Hazardous Materials - A hazardous materials regulatory review and site inspection will be conducted for the project. The findings will be summarized in the letter report or memorandum. Should further work be recommended such as a Phase I Site Assessment, it would be conducted under a separate scope of services.

a. Deliverables:

- b. Draft/final letter report addressing hazardous materials

- v. Public Involvement- Provide environmental constraint maps (plots) providing land use/land cover and environmental resource information.

- vi. Assumptions

- a. It is assumed that the proposed project is 100 percent funded by local monies. If federal funds or further involvement with the Texas Department of Transportation are necessary, then a separate scope of services would be required to address the TxDOT process.
 - b. Section 404 permitting is assumed to be covered under the Nationwide Permit Program. Should a pre-construction notification or an individual permit be necessary, they would be completed under a separate scope.
 - c. The scope of services does not include an archeological, testing or mitigation efforts.
 - d. Right of Entry will be provided by others
-

FC 120.2 - PUBLIC INVOLVEMENT

- ◆ Meet with local stakeholder during design process (3-4 meetings)
- ◆ Attend Open House with all major task leaders
- ◆ Prepare exhibits and information for public meeting including schematic roll plot and plotting ENV constraints map

Concept Development and Planning, LLC (CD&P) will provide public involvement services for the Red Bud Lane project to share information with the public on the project and development process and to collect their input. CD&P will serve as part of the LJA project team, providing services to the City of Round Rock. CD&P will coordinate with the Red Bud Lane north project, along with other City of Round Rock initiatives, in an effort to understand the greater context of outreach efforts taking place around this project.

Project Management

CD&P will provide project status updates and generate invoices monthly. Strong project management allows us to anticipate potential stakeholder concerns or questions when possible and address them before or as they arise. This also allows us to adjust our approach with the public, should project status or circumstances indicate a need. CD&P will document all public involvement activities.

Deliverables:

- Prepare monthly reports and invoices (assume up to 9 months)
- Prep for, attend, and document project kick-off meeting, progress meetings, calls, or updates (assume up to 6 meetings)

Public Involvement

Outreach Activities

CD&P will provide public outreach and engagement throughout the design process. A Public Engagement Plan will be developed early in the project to outline goals of the outreach program, an initial list of stakeholders to include in the planning process, and potential outreach methods and activities.

A project database will be developed and will include property owners, homeowner association contacts, businesses, churches, educational/community organizations, elected/public officials, other agencies with interest in the project, and any interested individuals. Emails will be collected when possible to create a distribution list for project updates.

CD&P will arrange and attend meetings with key stakeholders as necessary. Stakeholder meetings may include individual and small group meetings arranged by the project team and/or attendance at regularly scheduled community group meetings. CD&P will coordinate, facilitate, and document these meetings.

CD&P will monitor a shared project email address provided through the City of Round Rock's domain and respond to questions and comments in a timely manner. Email updates to share project information will be developed and distributed through the project email address or a project MailChimp account. Social media messaging will be developed to share through existing City social media platforms.

CD&P will develop project materials to explain the project development and design process, and how to be involved. The purpose of these materials will be to relay information to the public in a clear, concise, and transparent manner. Maps and infographics will be developed for inclusion in materials to demonstrate elements of the project. CD&P will identify appropriate materials for different phases, including a fact sheet, exhibits, and Frequently Asked Questions. If there is a need for additional languages, CD&P will work with the City of Round Rock to develop a supplement for these services.

CD&P will develop content to be shared on a project webpage hosted through the City of Round Rock's website. This content will include background information on the project and team contact information and will be updated to include public meeting details, links to meeting materials, and a public meeting summary report.

Deliverables:

- Develop a Public Engagement Plan to guide the outreach process
- Develop a stakeholder database in Excel format and maintain throughout the project
- Coordinate, attend, and document up to 4 stakeholder meetings
- Coordinate, attend, and document up to 3 community group meetings
- Respond to stakeholder inquiries and provide up to 4 project email updates
- Provide social media content to be shared on City of Round Rock pages
- Develop project materials (fact sheet, maps and infographics, Frequently Asked Questions)
- Provide content for project webpage to be posted by City within the City website

Public Meetings

CD&P will plan, schedule, attend and facilitate up to 1 public meeting to share project information and collect feedback from stakeholders. The meeting will be hosted in a convenient community location, with efforts to select a public facility or a location with existing foot traffic.

Pre-meeting tasks may include calling and/or visiting potential meeting sites; reserving meeting space; developing and distributing meeting announcements; coordinating with community groups to help promote the meetings; and facilitating team preparation through team meetings or calls and/or a meeting rehearsal if deemed necessary.

CD&P will develop easy to understand meeting materials and exhibits, including display boards. CD&P will facilitate the meeting and document input received during the comment period. A summary report will be provided following the meeting and comment period.

Deliverables:

- Meeting announcements and promotion including flyers or mailers, social media content, signage, and/or other notification methods as deemed necessary
- Meeting logistics and preparation (team coordination meetings and rehearsals with team as necessary)
- Attendance and facilitation of public meeting
- Meeting materials and exhibits
- Meeting summary reports

FC 130 - UTILITY COORDINATION

- ◆ Prepare Contact List
- ◆ Hold Utility Kickoff Meeting
- ◆ Create Existing Utility CADD file incorporating SUE and plans provided from Utility Companies
- ◆ Develop Proposed Horizontal Alignments
- ◆ Prepare Conflict Assessment (Schematic)
- ◆ Hold Utility Coordination Meeting post schematic
- ◆ Work with Design Team to mitigate utilities wherepossible

FC 145 - PROJECT MANAGEMENT AND COMMUNICATION PLAN

- ◆ Develop Project Management Plan
 - Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals. A

project specific QA/QC plan will be submitted within 30 days of NTP for approval which will detail the QA/QC process that will be followed.

- ◆ Develop Project Specific QA/QC Plan
 - ◆ Meetings
 - Kickoff with City which will include the initial development of a design summary. A final design summary document will be emailed for approval after the kick-off meeting.
 - Kickoff with Team - Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed.
 - Milestone Meetings - Milestone Meetings will be held for each of the following submittals: Draft 30% Schematic. These meetings will include City of Round Rock staff and the Engineer's staff and are estimated to last up to 2 hours.
 - Team Coordination Meetings - Hold staff/team meetings at the Engineers office beginning with the second week of the project. The staff attending will be appropriate based upon the current assignments (up to 12 meetings)
 - Engineer will provide meeting minutes for all meetings with City.
 - ◆ Invoicing and Contract Document Coordination
 - Prepare Master Contract and Sub Contracts
 - Prepare monthly invoices for submission to the City for all requests for payment
 - ◆ Manage Sub Consultants
 - Monitor and supervise sub consultant activities (staff and schedule).
 - Review and approve sub consultant invoices.
 - ◆ Produce Project Scheduling
 - Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.
 - ◆ Submittals
 - Prepare Submittals for City Oversight Reviews
 - Document control
 - ◆ Deliverables
 - Monthly Invoices
-

FC – 150 TOPOGRAPHICAL & BOUNDARY SURVEY

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.
 - B. Survey field notes will be submitted if requested by the City of Round Rock.
 - C. The City of Round Rock will assist in obtaining right-of-entry agreements with property owners for the required field surveys (short of litigation). Surveyor will make initial contacts with property owners for right-of-entry.
1. Topographic Surveys for Engineering Design and Hydraulic analysis
- A. Inland Geodetics will attempt to obtain existing horizontal control points. Additional control will be established to adequately position horizontal control points as needed for project design activities and plan notations thereof. Control points will be established with significant conformance to current TxDOT specifications for primary control. Where possible, reference ties to permanent features will be provided for each established horizontal control point. Data for the horizontal control will be based on Texas State Plane, Central Zone, NAD 83 (93) derived from OPUS solutions and verified by other measurement technologies.
 - B. Vertical control will be established via differential level loops from known project control reconciled to projects within the immediate vicinity (Gattis School Road, US 79, Red Bud Lane). A vertical benchmark system will be perpetuated at approximate 1000 foot intervals for future reference on the plans and maintained to construction, if necessary.
- Topographic information will include the limits of the existing concrete riprap upstream, beneath, and downstream of the existing drainage features to the project limits, Collect spot elevations along the project route including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, significant trees (8" and up), any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
- C. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes.
 - D. Field surveys will provide the locations of all small signs, mailboxes, and other visible surface features. Sign text, color, dimensions, and standard sign design will be provided in accordance with the TMUTCD. Field surveys will provide an elevation and a horizontal tie to the soil boring locations or converted from data provided by the geotechnical subconsultant. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's

standard feature table. An ASCII points file and a hard copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code. Surveyed data will be provided in Microstation compatible 2D and 3D files, TIN file, and Geopak DTM file. The survey shot point attributes will appear on separate levels.

- E. Inland will coordinate with SUE provider to survey the designated markings for approx. 62K LF of underground utilities along the project route. Inland will perform basic line connectivity of the marked line in the field and depict them within the deliverable files.

2. Boundary Surveys – FC 130

- A. Perform sufficient property records research to obtain current ownership and deed information of adjoining properties. Surveyor will prepare a property schematic of the existing ROW and intersecting side streets.

FC 163 – MISCELLANEOUS ROADWAY SUBSURFACE UTILITIES

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by LJA Engineering (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with

Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QL“B” SUE services along a 2.05 mile stretch of Red Bud Lane from the full intersection of Gattis School Road and Red Bud Lane to north of Evergreen Drive for a full ROW to ROW width. In general, the project consists of widening and reconstructing the existing 3 lane section to a proposed urban 5 lane section with curb/gutter and storm sewer. The approximate SUE limits of this project are shown in Exhibit B. TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Irrigation lines and utility services lines are excluded from this scope of work. Additionally, TRG will perform an inventory of overhead utilities within the project limits.

Wastewater and storm facilities are excluded from this scope of work. It is assumed that the Client will provide TRG with all wastewater and storm invert information in the surveyed background files.

The survey of SUE field markings is not included in the scope of work. It is assumed that the Client will provide all survey collection and control in accordance to project requirements.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL“B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work;

however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

TRG has made the following assumptions regarding QLB designating on this project:

- No designed traffic control plans will be required.
- No temporary use permits from the City of Round Rock (CoRR) will be required. TRG will coordinate proposed plans, dates and hours with the Project Manager.
- Records provided by utility companies depict several water, wastewater force mains and reclaimed lines located within the roadway north of Forest Creek Drive, either on the northbound or southbound lanes, requiring traffic to be diverted onto the median. Thus, non-routine traffic control measures will be required to designate those utilities. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided. This proposal establishes a **maximum budget of \$2,400.00** for non-routine traffic control measures (assumed 3 separate setups).

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- 11" x 17" SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG will apply for the required ROW permits immediately following receipt of NTP. TRG estimates that the SUE work can be completed in twenty-six (26) working days, broken down as follows:

- QL"B" field work – 16 days
 - QL"B" deliverable preparation – 10 days (following receipt of survey information)
-

EXHIBIT C

Work Schedule

Attached Behind This Page

Redbud Lane Exhibit C																
ID	Task Name	Duration	Start	Finish	2020											
					S	O	N	D	J	F	M	A	M	J	J	A
0	Red Bud Schematic Schedule	249 days	10/1/19	5/28/20												
1	Notice To Proceed	0 days	10/1/19	10/1/19												
2	Data Collection	60 days	10/7/19	12/4/19												
3	Field Survey	60 days	10/7/19	12/4/19												
4	Utility Location	60 days	10/7/19	12/4/19												
5	Geotechnical Services	60 days	10/7/19	12/4/19												
6	Design Concept Conference	1 day	12/4/19	12/5/19												
7	Environmental Services	90 days	10/14/19	1/9/20												
8	Design	174 days	12/12/19	5/28/20												
9	Schematic Design & Review	174 days	12/12/19	5/28/20												
10	Schematic Design	90 days	12/12/19	3/8/20												
11	Public Meeting	0 days	4/6/20	4/6/20												
12	Review by City	14 days	4/6/20	4/19/20												
13	Comment Resolution	10 days	4/19/20	4/29/20												
14	Schematic Update	30 days	4/29/20	5/28/20												
15	Final Schematic	0 days	5/28/20	5/28/20												

Redbud Lane Exhibit C																
ID	Task Name	Duration	Start	Finish	2020											
					S	O	N	D	J	F	M	A	M	J	J	A
0	Red Bud Schematic Schedule	249 days	10/1/19	5/28/20												
1	Notice To Proceed	0 days	10/1/19	10/1/19												
2	Data Collection	60 days	10/7/19	12/4/19												
3	Field Survey	60 days	10/7/19	12/4/19												
4	Utility Location	60 days	10/7/19	12/4/19												
5	Geotechnical Services	60 days	10/7/19	12/4/19												
6	Design Concept Conference	1 day	12/4/19	12/5/19												
7	Environmental Services	90 days	10/14/19	1/9/20												
8	Design	174 days	12/12/19	5/28/20												
9	Schematic Design & Review	174 days	12/12/19	5/28/20												
10	Schematic Design	90 days	12/12/19	3/8/20												
11	Public Meeting	0 days	4/6/20	4/6/20												
12	Review by City	14 days	4/6/20	4/19/20												
13	Comment Resolution	10 days	4/19/20	4/29/20												
14	Schematic Update	30 days	4/29/20	5/28/20												
15	Final Schematic	0 days	5/28/20	5/28/20												

EXHIBIT D

Fee Schedule

Attached Behind This Page

RED BUD LANE FEE ESTIMATE

EXHIBIT D

FEE SCHEDULE - Design Services for Schematic Development

PROJECT NAME: Red Bud Lane

PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 8/23/2019

RED BUD LANE PROJECT

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 110.1 - Route and Design Studies										
Schematic Development										
Collect Existing Data				12.0						12.0
Site Visits			16.0	24.0						40.0
Develop Horizontal Alignment	2.0	4.0	8.0	16.0						30.0
Develop Plan Layout	2.0	4.0	24.0	32.0						62.0
Develop Vertical Alignment	2.0	4.0	16.0	24.0						46.0
Develop Typical Sections	2.0	4.0	16.0	24.0						46.0
Develop Preliminary Cross Sections and 3D Model	2.0	4.0	24.0		64.0					94.0
Determine Additional ROW	2.0	2.0	6.0	12.0						22.0
Develop Preliminary Traffic Control Plan	2.0	16.0	24.0							42.0
Perform Traffic Study	2.0	16.0	16.0							34.0
Develop Cost Estimates	2.0	2.0	8.0	16.0						28.0
Preliminary Drainage										0.0
Delineate offsite drainage areas		2.0	8.0	8.0						18.0
Determine Times of Concentration		2.0	4.0	8.0						14.0
Create Land Use Map and determine runoff coefficients		2.0			8.0					10.0
Calculate Peak Flows	2.0	2.0	16.0	16.0						36.0
Develop preliminary storm sewer layout	2.0	2.0	24.0	40.0						68.0
Size proposed cross culverts	2.0	2.0	24.0	8.0						36.0
Impact Analysis										0.0
Determine Existing and Proposed Impervious Cover			2.0	16.0						18.0
Determine increase in peak flow rates between existing and proposed			2.0	16.0						18.0
Determine increase in volume of runoff between existing and proposed			12.0	12.0						24.0
Create existing and proposed hydrographs at each outfall		4.0	12.0							16.0
Determine peak flows with timing-existing condition		8.0	8.0							16.0
Determine peak flows with timing-proposed condition		8.0	8.0							16.0
Preliminary Detention Plan (Calculations and Sizing)		8.0	16.0							24.0
Preliminary Engineering Report										0.0
Design Criteria Summary	1.0		4.0	4.0						9.0
Summary of Methodology and Assumptions (all disciplines)	1.0	16.0	8.0							25.0
Summary of Peak Flow Calculations	1.0	2.0	2.0	8.0						13.0
Summary of preliminary culvert sizing and calculations	1.0		4.0	4.0						9.0
Develop Construction Duration Schedule	1.0	4.0								5.0
Alternative Analysis Summary	1.0	4.0	8.0							13.0
Project Location Map	1.0		2.0	8.0	8.0					19.0
Drainage Area Map	1.0		2.0	8.0	8.0					19.0
Develop Schematic										0.0
Develop TCP Roll Plot	2.0	4.0	8.0	16.0						30.0
Develop Schematic Roll Plot	2.0	16.0	24.0	60.0		60.0				162.0
HOURS SUB-TOTALS	36.0	142.0	356.0	392.0	88.0	60.0	0.0	0.0	0.0	1074.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$120	\$85	\$110	\$95	\$70	
SUBTOTAL	\$8,280	\$25,560	\$56,960	\$52,920	\$10,560	\$5,100	\$0	\$0	\$0	\$159,380

RED BUD LANE FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 110.2 - Geotechnical										
GeoTch Engineering - SEE RABA KISTNER FEE										

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 120.1 - Environmental Studies										
Environmental - See Blanton & Associates Fee										
HOURS SUB-TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$120	\$85	\$110	\$95	\$70	
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 120.2 - Public Involvement										
Meet with Stake Holders (3-4 meetings)	16.0	16.0								32.0
Develop Exhibits for Open House Meeting (1 meeting)	2.0	4.0	8.0			16.0				30.0
Public Meeting	4.0	4.0	8.0	8.0						24.0
Coordinate Open House Meetings, Signs, Fliers, Etc. - SEE CD&P Fee										
HOURS SUB-TOTALS	22.0	24.0	16.0	8.0	0.0	16.0	0.0	0.0	0.0	86.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$120	\$85	\$110	\$95	\$70	
SUBTOTAL	\$5,060	\$4,320	\$2,560	\$1,080	\$0	\$1,360	\$0	\$0	\$0	\$14,380

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 130 - Utility Coordination										
Prepare Contact List			8.0							8.0
Hold Utility Kickoff Meeting	2.0		2.0							4.0
Develop Preliminary Utility Assignments	2.0	4.0	8.0	8.0						22.0
Create Existing Utility CADD File		4.0	8.0							12.0
Prepare Conflict Assessment	2.0	4.0	16.0	16.0						38.0
Hold Post Schematic Utility Coordination meeting	2.0		2.0							4.0
Coordinate with design team to reduce conflicts	2.0		8.0	8.0						18.0
HOURS SUB-TOTALS	10.0	12.0	52.0	32.0	0.0	0.0	0.0	0.0	0.0	106.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$120	\$85	\$110	\$95	\$70	
SUBTOTAL	\$2,300	\$2,160	\$8,320	\$4,320	\$0	\$0	\$0	\$0	\$0	\$17,100

RED BUD LANE FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 145 - Project Management										
Prepare Project Management Plan	4.0	8.0								12.0
Prepare Project Specific QA/QC Plan	2.0	8.0								10.0
Kick-off Meeting with City	2.0	2.0								4.0
Kick-off Meeting with Team	2.0	2.0	2.0	2.0	2.0	2.0				12.0
Milestone Meetings	2.0	2.0	2.0							6.0
Team Coordination Meetings (12)	12.0		12.0	12.0	12.0					48.0
Meeting Minutes (All Meetings)	4.0		24.0						24.0	52.0
Master Contract and Sub Consultant Contract Creation	12.0								16.0	28.0
Monthly Invoices	16.0								16.0	32.0
Manage Sub Consultants										0.0
CD&P	8.0									8.0
Inland	8.0		8.0							16.0
Rios	8.0									8.0
Raba Kistner	4.0		8.0							12.0
Blanton	4.0		4.0							8.0
Project Schedule	4.0	4.0								8.0
Document Control									24.0	24.0
Prepare Submittals for City Oversight Reviews	8.0	8.0							16.0	32.0
HOURS SUB-TOTALS	100.0	34.0	60.0	14.0	14.0	2.0	0.0	0.0	96.0	320.0
LABOR RATE PER HOUR	\$230	\$180	\$160	\$135	\$120	\$85	\$110	\$95	\$70	
SUBTOTAL	\$23,000	\$6,120	\$9,600	\$1,890	\$1,680	\$170	\$0	\$0	\$6,720	\$49,180

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 150 - Topographical Survey										
Design Survey - See INLAND Fee Schedule										
Boundary Survey - See INLAND Fee Schedule										

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total
FC 163 - Subsurface Utility Engineering										
Design Survey - See Rios Group Fee Schedule										

RED BUD LANE FEE ESTIMATE

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	GIS Analyst/ Cartography	GIS Technician	Admin	Total Cost Task
FC 110.1 - Route and Design Studies	\$8,280	\$25,560	\$56,960	\$52,920	\$10,560	\$5,100	\$0	\$0	\$0	\$ 159,380.00
FC 110.2 - Geotechnical										\$ -
FC 120.1 - Environmental Studies										\$ -
FC 120.2 - Public Involvement	\$5,060	\$4,320	\$2,560	\$1,080	\$0	\$1,360	\$0	\$0	\$0	\$ 14,380.00
FC 130 - Utility Coordination	\$2,300	\$2,160	\$8,320	\$4,320	\$0	\$0	\$0	\$0	\$0	\$ 17,100.00
FC 145 - Project Management	\$23,000	\$6,120	\$9,600	\$1,890	\$1,680	\$170	\$0	\$0	\$6,720	\$ 49,180.00
FC 163 - Subsurface Utility Engineering										\$ -
FC 163 - Subsurface Utility Engineering										\$ -
SUBTOTAL LABOR EXPENSES	\$ 38,640	\$ 38,160	\$ 77,440	\$ 60,210	\$ 12,240	\$ 6,630	\$ -	\$ -	\$ 6,720	\$240,040
DIRECT EXPENSES	Rate	Quantity	Cost							
Mileage	\$0.58	100	\$57.50							\$57.50
Courier Services (Deliveries)	\$30.00	2	\$60.00							\$60.00
Traffic Counts	\$1,000.00	1	\$1,000.00							\$1,000.00
CADD Plotting (per SQ/FT)	\$1.50	120	\$180.00							\$180.00
Photocopies B/W (8.5 X 11)	\$0.10	250	\$25.00							\$25.00
Photocopies B/W (11 X 17)	\$0.15	60	\$9.00							\$9.00
Photocopies Color (8 X 10)	\$0.75	60	\$45.00							\$45.00
Photocopies Color (11 X 17)	\$1.00	60	\$60.00							\$60.00
Outside Reproduction (Reports)	\$200.00	2	\$400.00							\$400.00
Exhibit Roll Plots (Mounted Color on Bond)	\$100.00	4	\$400.00							\$400.00
SUBTOTAL DIRECT EXPENSES										\$2,236.50
LJA ENGINEERING, INC. TOTAL										\$242,276.50
SUBCONSULTANTS										
PUBLIC INVOLVEMENT (CD&P)										\$46,985.40
SURVEY (Inland)										\$152,124.00
SUE (RIOS)										\$43,814.66
GEOTECHNICAL (RABA KISTNER)										\$17,930.09
ENVIRONMENTAL (BLANTON)										\$47,733.00
TOTAL - SUB CONSULTANTS:										\$308,587.15
GRAND TOTAL										\$550,863.65

ATTACHMENT 1: CD&P

TASK DESCRIPTION	MANAGER	PI SPECIALIST	PI COORDINATOR	GRAPHICS	ADMIN	TOTAL LABOR HRS. & COSTS
	\$175	\$125	\$85	\$100	\$55	
PROJECT MANAGEMENT (FC 164)						
Project progress meetings (up to 6)	6	18				24
Project management, invoices, progress reports (9 months assumed)	9	27				20
HOURS SUB-TOTALS	15	45				60
CONTRACT RATE PER HOUR	\$175.00	\$125.00	\$85.00	\$100.00	\$55.00	
TOTAL LABOR COSTS	\$2,625.00	\$5,625.00	\$0.00	\$0.00	\$0.00	\$8,250.00
SUBTOTAL (FC 164)						\$8,250.00
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)						
Public Engagment Plan	2		4	2	6	14
Stakeholder database development and maintenance	2	4	24		24	54
General project materials (maps, fact sheets)	8	16	12	16		52
Webcontent (for City to post on City's website)	2	4		4		10
Email updates (assume 4 outside of meeting notices)	2	4	4		4	14
Stakeholder Communications						
Stakeholder meetings (up to 4) and communications	20	4	20		20	64
Community meetings (up to 3)	12	3	12		6	33
Public Meetings (1 assumed)						
Logistics	2	4	4		4	14
Notices (letters, email, signage)	2	6	4		8	20
Materials (maps, exhibits, handouts)	6	8	8	10		32
Faciliation	4	4	6		6	20
Meeting Summary	3	6	8	2	12	31
HOURS SUB-TOTALS	65	63	106	34	90	358
CONTRACT RATE PER HOUR	\$175.00	\$125.00	\$85.00	\$100.00	\$55.00	
TOTAL LABOR COSTS	\$11,375.00	\$7,875.00	\$9,010.00	\$3,400.00	\$4,950.00	\$36,610.00
SUBTOTAL (FC120)						\$36,610.00

DESCRIPTION	TOTAL COSTS BY FC					
PROJECT MANAGEMENT (FC 164)						\$8,250.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)						\$36,610.00
SUBTOTAL LABOR EXPENSES						\$44,860.00
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT				
Mileage (# of miles) (current state rate)	630	\$0.580				\$365.40
Photocopies Color (8.5 X 11)	200	\$0.40				\$80.00
Photocopies Color (11 X 17)	200	\$0.80				\$160.00
Foam core exhibit boards	4	\$75.00				\$300.00
Venue Rental	1	\$250.00				\$250.00
Postage	400	\$0.55				\$220.00
Advertisements	1	\$500.00				\$500.00
Misc. (meeting supplies, signage, report binding, etc.)	1	\$250.00				\$250.00
SUBTOTAL DIRECT EXPENSES						\$2,125.40

SUMMARY	
TOTAL COSTS	\$ 44,860.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$ 2,125.40
GRAND TOTAL	\$ 46,985.40

ATTACHMENT 2: INLAND GEODETICS

\$152,124

Total

\$0.00

Total

ATTACHMENT 3: RIOS GROUP

Estimate for Subsurface Utility Engineering
Red Bud Lane Reconstruction
City of Round Rock

EXHIBIT A

Hourly Office Labor		<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Project Manager	\$	252.40	6	HR	\$ 1,514.40
Project Engineer	\$	136.84	25	HR	\$ 3,421.00
Administrative	\$	67.42	8	HR	\$ 539.36
CADD Technician	\$	79.07	30	HR	\$ 2,372.10
Field Manager	\$	103.39	20	HR	\$ 2,067.80
Sub-Total					\$ 9,914.66
Direct Expenses		<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Traffic Control (Lane closures)	\$	800.00	3	DAY	\$ 2,400.00
Sub-Total					\$ 2,400.00
QL"B" SUE Designating		<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Designating Crew (2 man)	\$	210.00	150	HR	\$ 31,500.00
Designating Crew (1 man)	\$	136.50	0	HR	\$ -
Sub-Total					\$ 31,500.00
Total Estimated Cost					\$ 43,814.66

ATTACHMENT 4: BLANTON & ASSOCIATES

Red Bud Lane

FUNCTION CODE 120 / TASK DESCRIPTION	Env Manger	Sr Env Planner	Env Planner II	Env Planner I	Sr Env Sci Sr Biologist	Env Sci II	Env Sci I Bio I	Biologist II Sr Historian	Sr GIS Tech	GIS Tech	Technical Editor	TOTALS	TOTAL COST
							Archeologist	Sr Archeologist					
Draft/Final Constraints Identification and Mapping (FC 120)	8					32			4	32		76	
Draft/Final Alternatives Evaluation Matrix (FC 120)	12					40				8	4	64	
Draft/Final Archeology Desktop/Background Review	4							24		4	4	36	
Antiquities Permit	0							0		0	0	0	
Survey, Report and Curation	0						0	0		0	0	0	
Draft/Final Biological Resources Technical Report	4				40			8		8	4	64	
Draft/Final Water Resources Technical Report	4				40			8		8	4	64	
Draft/Final Letter Report Addressing Hazardous Materials	4				40			8		8	4	64	
Public Meeting Preparation	8					8			8	0		24	
Meetings with City/Team	16					16						32	
												0	
												0	
												0	
												0	
												0	
												0	
FC170 SUBTOTAL	60	0	0	0	120	96	0	48	12	68	20	424	
TOTAL HOURS	60	0	0	0	120	96	0	48	12	68	20	424	
BASE RATE	\$ 166.00	\$ 136.00	\$ 115.00	\$ 90.00	\$ 120.00	\$ 106.50	\$ 93.00	\$ 98.00	\$ 101.00	\$ 75.00	\$ 76.00		
TOTAL DIRECT LABOR	\$ 9,960.00	\$ -	\$ -	\$ -	\$ 14,400.00	\$ 10,224.00	\$ -	\$ 4,704.00	\$ 1,212.00	\$ 5,100.00	\$ 1,520.00		\$ 47,120.00

DIRECT EXPENSES		UNIT	UNIT COST	QTY	COST
Mileage	200	Mile	0.565	0	\$ 113.00
Backhoe Rental		DAY	1,400.00		\$ -
Rental Truck		DAY	120.00		\$ -
Gas for Rental Truck		DAY	20.00		\$ -
Standard Postage		Each	0.49	0	\$ -
Photocopies B/W (8 1/2" X 11")		Each	0.10		\$ -
Photocopies B/W (11" X 17")		Each	0.20	0	\$ -
Photocopies Color (8 1/2" X 11")		Each	0.50	0	\$ -
Plots (Color on Bond)		SF	1.75	0	\$ -
Newspaper Advertisement		per publication	6,000.00		\$ -
Law Enforcement/Uniform Officer (including Vehicle		Hour	50.00		\$ -
Translator (English to Spanish) for Public Involvement		Event	500.00		\$ -
Custodian for Public Involvement		Hour	30.00		\$ -
Public Involvement Facility Rental		Event	1,000.00		\$ -
Hazardous Materials Database Radius Report	1	Each	500.00		\$ 500.00
Curatorial Repository Fee	0	Event	200.00		\$ -
Site Form Fee	0	Event	96.00		\$ -
Deliveries		EA	15.00		\$ -
TOTAL EXPENSES					\$ 613.00
TOTAL COST TASK C					\$ 47,733.00

ATTACHMENT 4: RABA KISTNER

2019 City of Round Rock Fee Schedule

ESTIMATE WORKSHEET FOR: Red Bud Lane from Gattis School RD to just north of Forest Ridge

Notes:

Geologic Formation: Austin Chalk

Geologic Formation Continued:

Prepared by: GO

Date: 8/12/2019

CLIENT:

PROPOSAL NO: PAA19-114-00, Revision No. 1

Derek Bohls, P.E., CFM	Type	Number	Depth	Soil	Rock	Soil	Rock
LJA Engineering						0	0
921 West New Hope Drive, Suite 603		14	10	10	0	140	0
Cedar Park, Texas 78613						0	0
						0	0
						0	0
						0	0
	Totals	14	10			140	0

FIELD OPERATIONS (FC 110)

		QUANTITY	UNIT PRICE	TOTAL
Mobilization of Drill Rig, Drill crew & Support		1 l.s.	\$308.94	\$308.94
Mobilization of Drill Rig, Drill crew & Support		0 miles	\$4.33	\$0.00
3" Thin-Wall Sampling in Cohesive Soils or Intermittent Sampling in Granular Soils		140 l.f.	\$15.45	\$2,163.00
Augering (soil)		0 l.f.	\$17.85	\$0.00
Augering (Soft Rock)		0 l.f.	\$21.65	\$0.00
Nx Core Drilling - (Soft Rock)		0 l.f.	\$36.25	\$0.00
Nx Core Drilling - (Hard Rock)		0 l.f.	\$47.00	\$0.00
Standard Wet Rotary		0 l.f.	\$23.80	\$0.00
Field Penetrations	SPT	0 ea.	\$24.90	\$0.00
	THD	0 ea.	\$29.20	\$0.00
Shelby Tubes		0 ea.	\$24.90	\$0.00
Air Compressor		0 day	\$180.25	\$0.00
Grout Backfill		0 ft	\$3.80	\$0.00
Driller Standby		0 hrs.	\$250.00	\$0.00
Standard Pavement Coring		14 ea.	\$84.35	\$1,180.90
Concrete/AC Patch		14 ea.	\$71.95	\$1,007.30
		10% Markup		\$466.01
		Drilling Subtotal:		\$4,660.14

OTHER DIRECT EXPENSES (FC 110)

Selective Brush Clearing (Hydro-Axe)		0 day	\$2,575.00	\$0.00
Selective Brush Clearing (Minor Clearing)		0 day	\$1,751.00	\$0.00
Traffic Control (Full Day Lane Closure)		2 day	\$1,545.00	\$3,090.00
Traffic Control (Partial Day Lane Closure)		0 day	\$772.50	\$0.00
Traffic Control - Signs, barricades (Cost + 10%)		0 cost +	\$0.00	\$0.00
Street Cut Permit		0 each	\$360.50	\$0.00
All other outside expenses (Cost + 10%)		0 cost +	\$0.00	\$0.00
		10% Markup		\$309.00
		Other Direct Expenses Subtotal:		\$3,399.00

STAKING/LOGGING/COORDINATION (FC 110)

Notes

Staking (Geotechnical Technician)		4 hrs.	\$68.00	\$272.00
Logging (Geotechnical Technician)		20 hrs.	\$68.00	\$1,360.00
Logger Truck (Local)		3 day	\$61.65	\$184.95
		Logging Subtotal:		\$1,816.95

LABORATORY TESTS (FC 110)

Atterberg Limits		14 ea.	\$92.00	\$1,288.00
Moisture Content (at 5 ft intervals)		40 ea.	\$14.50	\$580.00
Minus 200-mesh Sieve		4 ea.	\$63.00	\$252.00
Unconfined Compression (Soil)		0 ea.	\$48.00	\$0.00
Unconfined Compression (Rock)		0 ea.	\$57.00	\$0.00
Sawed Ends		0 per end	\$12.40	\$0.00
Hydrometer Analysis (Includes Sample Prep, Grain Size, & Specific Gravity)		0 ea.	\$305.00	\$0.00
Sieve Analysis (Coarse)		0 ea.	\$48.00	\$0.00
Sieve Analysis (Fine)		0 ea.	\$58.00	\$0.00
Free Swell Test		0 ea.	\$175.00	\$0.00
Pressure Swell Test		0 ea.	\$330.00	\$0.00
Corrosivity Test (Chloride, pH, Resistivity)		0 ea.	\$295.00	\$0.00
Moisture-Density Test Only		1 ea.	\$280.00	\$280.00
CBR(M-D with 1 Specimen)		1 set	\$889.00	\$889.00
Sulfate Testing		7 ea.	\$95.00	\$665.00
Permeability + Remolding		0 ea.	\$498.11	\$0.00
		Testing Subtotal:		\$3,954.00

ENGINEERING AND REPORT (FC 110)

	QUANTITY	UNIT PRICE	TOTAL
Principal Engineer	0 hrs.	\$220.00	\$0.00
Senior Engineer/Consultant	0 hrs.	\$220.00	\$0.00
Project Manager	2 hrs.	\$195.00	\$390.00
Project Engineer	6 hrs.	\$185.00	\$1,110.00
Engineer	12 hrs.	\$110.00	\$1,320.00
Engineer in Training	8 hrs.	\$105.00	\$840.00
Geotechnical Technician	0 hrs.	\$68.00	\$0.00
CADD Operator	2 hrs.	\$90.00	\$180.00
Clerical	4 hrs.	\$65.00	\$260.00
		Engineering Subtotal:	\$4,100.00

TOTAL: \$17,930.09

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	CONTACT NAME: Shelly Brandman/Michelle Weweh	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 713 490-4600	E-MAIL ADDRESS: shelly.brandman@usi.com	
INSURED LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston TX 77042	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Hartford Casualty Insurance Company		29424
	INSURER C: Texas Mutual Insurance Company		22945
	INSURER D: Argonaut Insurance Company		19801
	INSURER E: Berkley Insurance Company		32603
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 977875306**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61UUNJD0702	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> BI/PD Ded: \$10,000			61UUNJD0702	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61XHUHH0569	9/1/2019	9/1/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002002511 928308620044	9/1/2019 9/1/2019	9/1/2020 9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			AEC903164704	9/1/2019	9/1/2020	\$5,000,000 \$5,000,000 Per Claim Annl Aggr.

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

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY USI Southwest		NAMED INSURED LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston TX 77042	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General and Automobile Liability, and Workers Compensation policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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:
2019-540837

Date Filed:
09/17/2019

Date Acknowledged:

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

LJA Engineering, Inc.
Houston, 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
Professional Engineering Services for Red Bud Lane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ladner, Calvin T	Houston, TX United States	X	
	Collins, Jeff P	Houston, TX United States	X	
	Ross, James D	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

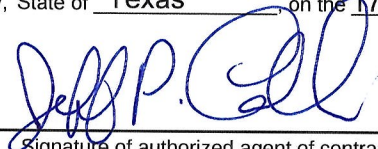
6 UNSWORN DECLARATION

My name is Jeff P. Collins, and my date of birth is 5/20/58.

My address is 2929 Briarpark Drive, Suite 600, Houston, TX, 77042, USA.
(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 Texas, on the 17th day of September 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 8 Chisholm Trail, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-0798



City of Round Rock

Agenda Item Summary

Agenda Number: K.2

Title: Consider Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding newly adopted legislation.

Type: Executive Session

Governing Body: City Council

Agenda Date: 9/26/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-0797