



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, December 17, 2019

7:30 AM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. CITIZEN COMMUNICATION

D. STAFF BRIEFING

D.1 Consider staff briefings and Councilmember discussion and/or questions regarding items on the agenda for the December 19, 2019 City Council meeting.

E. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 13th day of December 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, December 19, 2019

4:00 PM

City Council Chambers, 221 East Main St.

Special Called

A. CALL MEETING TO ORDER

B. ROLL CALL

C. CITIZEN COMMUNICATION

D. EXECUTIVE SESSION:

D.1 [TMP-1133](#) [Consider Executive Session as authorized by §551.071 Government Code, related to consultation with City Attorney regarding contemplated litigation.](#)

D.2 [TMP-1134](#) [Consider Executive Session as authorized by §551.072 Government Code, related to the possible purchase and value of real property.](#)

E. ACTION RELATIVE TO EXECUTIVE SESSION:

E.1 [TMP-1140](#) [Consider possible action related to contemplated litigation.](#)

E.2 [TMP-1141](#) [Consider possible action related to the possible purchase of real property.](#)

F. ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

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City Council

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Thursday, December 19, 2019

5:00 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-1131](#) [Consider a special recognition of Christian Burton for his Eagle Scout Project that benefits the Neighborhood Services Program & Round Rock residents in need of assistance.](#)

F. 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.

- F.1 [TMP-1106](#) [Consider approval of the minutes for the November 26, 2019 and the December 5, 2019 City Council meetings.](#)
- F.2 [2019-0498](#) [Consider a resolution authorizing the Mayor to execute Services Agreements with Motorola Solutions, Inc. for maintenance and support of dispatch radio consoles and towers and for Aviat microwave services.](#)

- F.3 [2019-0504](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of public safety supplies and equipment.](#)
- F.4 [2019-0505](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Anixter, Inc. for the purchase of equipment, parts, and supplies for the city's video camera traffic management system.](#)
- G. PUBLIC HEARINGS:**
- G.1 [TMP-1088](#) [Consider public testimony regarding the 2018-2019 CDBG Consolidated Annual Performance Evaluation Report \(CAPER\).](#)
- H. RESOLUTIONS:**
- H.1 [2019-0497](#) [Consider a resolution authorizing the renewal of the Stop Loss Insurance Coverage Agreement with Aetna for the period of January 1, 2020 through December 31, 2020.](#)
- H.2 [2019-0499](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Metals Treatment Technologies, LLC for the purchase of shooting range maintenance, cleaning and disposal services.](#)
- H.3 [2019-0508](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with William Chong Tat Bong and Siew Lim to purchase 0.308 acres of right-of-way required for constructions of the proposed Gattis School Road Phase 6 roadway improvement project \(Parcel 10\).](#)
- H.4 [2019-0500](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Texas Elevator, LLC for elevator maintenance and repair services.](#)
- H.5 [2019-0501](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Metro Fire Apparatus Specialists, Inc. for the purchase of fire equipment.](#)
- H.6 [2019-0502](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to RDO Equipment Co. for the purchase of two \(2\) John Deere 324L Backhoe Loaders.](#)
- H.7 [2019-0503](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.](#)
- I. ORDINANCES:**
- I.1 [2019-0509](#) [Consider an ordinance annexing 2.507 acres located at the northeast corner of N. Kenney Fort Boulevard and E. Palm Valley Boulevard. \(First Reading\)*](#)
- I.2 [2019-0510](#) [Consider public testimony regarding, and an ordinance zoning 2.507 acres located at the northeast corner of N. Kenney Fort Boulevard and E. Palm Valley Boulevard to the C-1 a \(General Commercial - Limited\) zoning district. \(First Reading\)*](#)

J. OTHER BUSINESS:

- J.1 [TMP-1063](#) [Consider discussion and possible action regarding the recommendations of the Charter Review Commission for amendments to the Charter and any other amendments proposed by the City Council.](#)

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

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

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/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a special recognition of Christian Burton for his Eagle Scout Project that benefits the Neighborhood Services Program & Round Rock residents in need of assistance.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-1131



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the November 26, 2019 and the December 5, 2019 City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 112619 Draft Minutes, 120519 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1106



City of Round Rock

Meeting Minutes City Council

Tuesday, November 26, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on November 26, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:06 pm.

ROLL CALL

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

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

STAFF PRESENTATIONS:

- E.1** [TMP-0836](#) Consider a presentation and departmental update from Parks & Recreation.
- Rick Atkins, Parks and Recreation Director made the staff presentation.*

CONSENT AGENDA:

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Baker to approve the Consent Agenda. The motion carried by the following vote:

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

Nayes: 0

Absent: 0

- F.1** [TMP-0974](#) Consider approval of the minutes for the November 14, 2019 City Council meeting.
The Minutes was approved under the Consent Agenda.
- F.2** [2019-0444](#) Consider an ordinance adopting Amendment No. 2 to the FY 2018-2019 Operating Budget. (Second Reading)
This Ordinance was adopted on second reading under the Consent Agenda.
- F.3** [2019-0449](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 to the Agreement for Periodic Codification Services with Municipal Code Corporation dba Municode.
This Resolution was approved under the Consent Agenda.
- F.4** [2019-0451](#) Consider a resolution authorizing the Mayor to execute an Agreement with Progressive Commercial Aquatics, Inc. for the purchase of swimming pool chemicals, supplies and equipment.
This Resolution was approved under the Consent Agenda
- F.5** [2019-0456](#) Consider a resolution authorizing the Mayor to execute an Agreement with Iteris, Inc. for the purchase of traffic control products.
This Resolution was approved under the Consent Agenda.

RESOLUTIONS:

- G.1** [2019-0469](#) Consider a resolution excusing the Mayor's absences from the last three consecutive regular Council meetings.
- A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that the Resolution be approved. The motion carried by the following vote:**
- Ayes:** 6 - Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery
- Nayes:** 0
- Absent:** 0
- Abstains:** 1 - Mayor Morgan
-
- G.2** [2019-0450](#) Consider a resolution amending "Appendix A: Fees, Rates and Charges" to the Code of Ordinances (2018 Edition), relating to Parks and Recreation Fees.
- Rick Atkins, Parks and Recreation Director made the staff presentation.*
- A motion was made by Councilmember Baker, seconded by Councilmember Young, that the Resolution be approved. The motion carried by the following vote:**
- Ayes:** 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery
- Nayes:** 0
- Absent:** 0
-
- G.3** [2019-0467](#) Consider a resolution authorizing the Mayor to execute a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development related to the Community Development Block Grant (CDBG) Funds for Program Year 2019-2020.
- Liz Alvarado, CDBG Coordinator made the staff presentation.*
- A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Baese, that the Resolution be approved. The motion carried by the following vote:**

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

Nayes: 0

Absent: 0

G.4 [2019-0452](#)

Consider a resolution casting votes for the Williamson Central Appraisal District Board of Directors.

Susan Morgan, CFO Made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.5 [2019-0453](#)

Consider a resolution casting a vote for the Travis Central Appraisal District Board of Directors.

Susan Morgan, CFO Made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.6 [2019-0454](#)

Consider a resolution authorizing the Mayor to execute an Agreement with WW Grainger Inc. for the purchase of facilities maintenance, repairs and operations, and industrial supplies.

Susan Morgan, CFO Made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.7 [2019-0455](#)

Consider a resolution authorizing the Mayor to execute a Commercial Contract with 5.959 RR Investors, LLC for the purchase of 2.97 acres located on the north side of East Old Settlers Blvd., west of Red Bud Lane, proposed to be used for future Transportation improvement projects.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.8 [2019-0457](#)

Consider a resolution determining that G. Hyatt Construction, Inc. provides the best value for the City for the Downtown Round Rock Streetscape Improvement Project and authorizing the Mayor to execute a Standard Form of Agreement.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.9 [2019-0458](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement with the City of Georgetown for participation in the City's Household Hazardous Waste Program.

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

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

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

Nayes: 0

Absent: 0

G.10 [2019-0459](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Odessa Pumps for the purchase of a Fairbanks Morse Submersible Pump for the McNutt Lift Station.

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

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

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

Nayes: 0

Absent: 0

G.11 [2019-0460](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to DXP Enterprises, Inc. for the purchase of a FloWay Pump.

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

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

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

Nayes: 0

Absent: 0

ORDINANCES:

H.1 [2019-0445](#)

Consider an ordinance annexing 21.28 acres of land generally located southwest of the intersection of Eagles Nest Street and University Boulevard. (Second Reading)

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

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

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

Nayes: 0

Absent: 0

H.2 [2019-0446](#)

Consider public testimony regarding, and an ordinance zoning 10.55 acres generally located southwest of the intersection of Eagles Nest Street and University Boulevard to the SR (Senior) zoning district. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.3 [2019-0447](#)

Consider public testimony regarding, and an ordinance zoning 10.73 acres generally located southwest of the intersection of Eagles Nest Street and University Boulevard to the MF-1 (Multi-Family - Low Density) zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Melissa Crowell, 3912 Orion Street, spoke against the project specifically regarding traffic concerns in the area of the development and problems with opening up Sattelite View to a new development.

There being no further speakers the public hearing was closed.

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.4 [2019-0448](#)

Consider public testimony regarding, and an ordinance rezoning 19.35 acres located west of Chisholm Trail Road and north of W. Old Settlers Boulevard from the LI (Light Industrial) zoning district to the PUD (Planned Unit Development) No. 118 zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Sheila Bledsoe, 716 Hidden Glen Cove, spoke regarding concerns about issues around her house - however the issues are with projects not associated with this development.

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

A motion was made by Councilmember Young, seconded by Councilmember Baker, that this Ordinance be approved on first reading.

The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Baker
 Councilmember Peckham

Nayes: 2 - Councilmember Flores
 Councilmember Montgomery

Absent: 0

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

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

Nayes: 0

Absent: 0

H.5 [2019-0461](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 10, Article V, Section 10-34 and Article VI, Section 10-45, Code of Ordinances (2018 Edition), regarding approval procedure and site plan review. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.6 [2019-0462](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 4, Article VIII, Section 4-95, Code of Ordinances (2018 Edition), regarding subdivision improvement construction permits. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.7 [2019-0463](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article II, Sections 2-13 through 2-23 and Article III, Sections 2-32, 2-33, and 2-34, Code of Ordinances (2018 Edition), regarding building materials in residential and commercial districts. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.8 [2019-0464](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article II, Section 2-16, Code of Ordinances (2018 Edition), regarding lot composition requirements in the SF-3 District. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.9 [2019-0465](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article VIII, Section 2-91, Code of Ordinances (2018 Edition), regarding supplementary use standards for car washes. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

H.10 [2019-0466](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 8, Article X, Division 9, Section 8-151, Code of Ordinances (2018 Edition), regarding building materials related to electrical code standards and specifications. (First Reading)*

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

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

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:41 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, December 5, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on December 5, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:04 pm.

ROLL CALL

Present: 6 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery

Absent: 1 - Mayor Pro-Tem Writ Baese

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak during this time.

PROCLAMATIONS AND SPECIAL PRESENTATIONS:

- E.1** [TMP-1064](#) Consider special recognition to Bill Stoetzel and his Turkey Challenge Gang for their on-going support and dedication to Annie's Way - a program to feed Thanksgiving dinner to those in need.
- This item was Presented by Mayor Morgan to Bill Stoetzel.
- E.2** [TMP-1065](#) Consider a presentation regarding the fall 2019 UniverCity graduating class.
- This item was Presented by Joe Brehm, Community Development Administrator.

STAFF PRESENTATIONS:

- F.1 [TMP-1066](#) Consider a presentation and department update from General Services.

Chad McDowell, General Services Director made the staff presentation.

RESOLUTIONS:

- G.1 [2019-0470](#) Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with RPS Infrastructure, Inc. for the CR 112 Improvements from A.W. Grimes Boulevard to CR 117 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

- G.2 [2019-0468](#) Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a used heavy rescue fire truck.

Robert Isbell, Fire Chief made the staff presentation.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.3 [2019-0472](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended September 30, 2019.

Susan Morgan, CFO made the staff presentation.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

G.4 [2019-0473](#)

Consider a resolution approving an updated investment policy and strategy for the investment of City funds.

Susan Morgan, CFO made the staff presentation.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

G.5 [2019-0478](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with K Friese & Associates, Inc. for the Sam Bass Road 48-Inch Water Transmission Line Project.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.6 [2019-0479](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with T. Morales Company Electric & Controls, Ltd. for the Water Treatment Plant & Lake Georgetown Pump & Power Modifications Project.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.7 [2019-0482](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Pass-Through Wastewater Service with Siena Municipal Utility District No. 1, Siena Municipal Utility District No. 2, ARZ Partners, LLC and Siena North Devco, Inc.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.8 [2019-0480](#)

Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with ARZ Partners, LLC for property located at Lot 1, Block A, Siena C Store, a subdivision of Williamson County, Texas.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.9 [2019-0486](#)

Consider a resolution authorizing the Mayor to execute a Contract with Smith Contracting Co., Inc. for the Oak Bluff and Greenfield Drainage Improvements Project.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.10 [2019-0481](#)

Consider a resolution authorizing the Mayor to execute a First Amended Interlocal Agreement with Williamson County regarding the Oak Bluff Estates Drainage Project.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

G.11 [2019-0483](#)

Consider a resolution authorizing the Mayor to execute an Out-of-City Water Service Agreement with Casey Family Investments, LLC.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

G.12 [2019-0484](#)

Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

G.13 [2019-0485](#)

Consider a resolution authorizing the Mayor to execute a Contract with Prime Controls, L.P. for the Plant Control System Replacement portion of the Brushy Creek Regional Wastewater System East Plant Expansion Project.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.14 [2019-0474](#)

Consider a resolution authorizing the Mayor to execute the First Amendment to the Economic Development Program Agreement with TOTKN, LLC.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.15 [2019-0475](#)

Consider a resolution establishing a Chapter 380 Economic Development Program for BGE, Inc.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.16 [2019-0476](#)

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.17 [2019-0477](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Agreement with Sovos Brands Intermediate, Inc. dba Michael Angelo's Gourmet Foods, Inc.

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

G.18 [2019-0496](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Administration and Funding Agreement with the Round Rock Chamber of Commerce and the Transportation and Economic Development Corporation.

Laurie Hadley, City Manager made the staff presentation.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

ORDINANCES:**H.1** [2019-0488](#)

Consider public testimony regarding, and an ordinance approving an amendment to the General Plan 2020 to modify the Future Land Use Map to allow residential development on 4.78 acres located at the northwest corner of Glenn Drive and S. A.W. Grimes Boulevard. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Harry Friedman, 2616 Rio Mesa Pl., spoke to clarify that this item would not zone this property.

There being no other commenters the public hearing was closed.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

A motion was made by Councilmember Baker, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance.

The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.2 [2019-0487](#)

Consider an ordinance annexing 4.78 acres of land located at the northwest corner of Glenn Drive and S. A.W. Grimes Boulevard. (First Reading)*

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

A motion was made by Councilmember Young, seconded by Councilmember Flores, that this Ordinance be approved on first reading.

The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.3 [2019-0489](#)

Consider public testimony regarding, and an ordinance zoning 1.97 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the OF-1 (General Office) zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Jim Bellevue spoke in favor of the rezoning of all the properties.

There being no other commenters the public hearing was closed.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.4 [2019-0490](#)

Consider public testimony regarding, and an ordinance zoning 5.13 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the OF-2 (Mid-Rise Office) zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.5 [2019-0491](#)

Consider public testimony regarding, and an ordinance zoning 6.45 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the C-1a (General Commercial - Limited) zoning district. (First Reading)*

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

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.6 [2019-0492](#)

Consider public testimony regarding, and an ordinance zoning 6.91 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the C-1 a (General Commercial - Limited) zoning district. (First Reading)*

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

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.7 [2019-0493](#)

Consider public testimony regarding, and an ordinance zoning 6.61 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the MF-1 (Multi-Family-Low Density) zoning district. (First Reading)*

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

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.8 [2019-0494](#)

Consider public testimony regarding, and an ordinance zoning 33.56 acres generally located northwest of the intersection of E. Old Settlers Boulevard and N. A.W. Grimes Boulevard to the OS (Open Space) zoning district. (First Reading)*

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

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

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

H.9 [2019-0495](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 2, Article III, Sections 2-35, 2-48, 2-77- and 2-91, Code of Ordinances (2018 Edition), regarding Veterinary Clinics, Medical Office Uses, and Cosmetic Services. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Dr. Neha Reshamwala, 100 E. Main representing the allergy clinic spoke in favor of the change so they can continue to serve the citizens of Round Rock.

Paul Helm, 303 E. Main, CEO of Greater Austin Allergy spoke in favor of the change so they can continue to serve the citizens of Round Rock and thanked the city

There being no other commenters the public hearing was closed.

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

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

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

OTHER BUSINESS:

I.1 [TMP-1063](#)

Consider discussion and possible action regarding the recommendations of the Charter Review Commission for amendments to the Charter and any other amendments proposed by the City Council.

A motion was made by Councilmember Baker, seconded by Councilmember Flores, to approve recommendation one. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve recommendation three. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nays: 0

Absent: 1 - Mayor Pro-Tem Baese

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, to approve recommendation four. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve recommendation five. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

A motion was made by Councilmember Montgomery, seconded by Councilmember Young, to approve recommendation two as proposed by Councilmember Baker and amend it to add "...to include, but not limited to..." between employees and radio in the last sentence. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

APPOINTMENTS:

J.1 [TMP-1067](#)

Consider one appointment to the Clean Air Coalition.

A motion was made by Councilmember Young, seconded by Councilmember Peckham, to appoint Councilmember Matthew Baker to the Clean Air Coalition. The motion carried by the following vote:

Ayes: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nayes: 0

Absent: 1 - Mayor Pro-Tem Baese

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:27 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute Services Agreements with Motorola Solutions, Inc. for maintenance and support of dispatch radio consoles and towers and for Aviat microwave services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Allen Banks, Police Chief

Cost: \$131,395.90

Indexes: General Fund

Attachments: Resolution, Exhibit A, 1295

Department: Police Department

Text of Legislative File 2019-0498

The Round Rock Police Department uses the Motorola 'NICE' software package to record emergency and non-emergency phone calls received by the Communications Section. This agreement extends the existing service plan through September 30, 2020 and will be renewed annually.

Cost: \$131,395.90

Source of Funds: General Fund

RESOLUTION NO. R-2019-0498

WHEREAS, the City of Round Rock (“City”) desires to purchase maintenance and support of dispatch radio consoles and towers and for Aviat microwave services for the Police Department; and

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

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

WHEREAS, the City Council desires to purchase maintenance and support services for dispatch radio consoles and towers and for Aviat microwave services from Motorola Solutions, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City annual Services Agreements with Motorola Solutions, Inc., a copy of said agreements 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 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT****"A"****SERVICE AGREEMENT**

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-382171
Contract Number: USC000007503
Contract Modifier: R12-FEB-19 21:14:40

Date: 09/25/2019

Company Name: ROUND ROCK POLICE DEPT

Attn:

Billing Address: 2701 N MAYS

City, State, Zip: ROUND ROCK , TX, 78665

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1012664935

Bill to Tag # : 0004

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$7,042.85
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$30,122.56
	SVC02SVC0127A	NICE GOLD PACKAGE	\$46,500.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$1,288.41
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,637.70
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$24,253.90
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$9,062.97
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$1,079.52
	SVC01SVC0033A	NETWORK SECURITY MONITORING	\$607.99
Subtotal - Recurring Services			\$121,595.90
Subtotal - One-Time Event Services			\$0.00
Total			\$121,595.90
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

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

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



MOTOROLA SOLUTIONS

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number : QUOTE-382171
Contract Number: USC000007503
Contract Modifier: R12-FEB-19 21:14:40

 CUSTOMER (PRINT NAME)

Reid Russek
MOTOROLA REPRESENTATIVE(SIGNATURE)

CSM
TITLE

11/18/19
DATE

Reid Russek
MOTOROLA REPRESENTATIVE(PRINT NAME)

832-361-1002
PHONE

Company Name : ROUND ROCK POLICE DEPT
Contract Number : USC000007503
Contract Modifier : R12-FEB-19 21:14:40
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



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SERVICE AGREEMENT

Quote Number : QUOTE-382171
Contract Number: USC000007503
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Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

Section 6. TIME AND PLACE OF SERVICE



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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



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THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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



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

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

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

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

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

Revised June 16, 2018



500 W Monroe Street
Chicago, IL. 60661
(800) 247-2346

SERVICE AGREEMENT

Quote Number : QUOTE-821135
Contract Number: USC000008713
Contract Modifier: R1023

Date: 10/22/2019

Company Name: ROUND ROCK, CITY OF

Attn:

Billing Address: 212 COMMERCE BLVD

City, State, Zip: ROUND ROCK, TX, 78664

Customer Contact:

Phone:

Required P.O. :

Customer # : 1012673283

Bill to Tag # :

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE	\$9,800.00
		Subtotal - Recurring Services	\$816.67
		Subtotal - One-Time Event Services	\$0.00
		Total	\$816.67
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

For Aviat Microwave Services

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

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002



500 W Monroe Street
Chicago, IL. 60661
(800) 247-2346

SERVICE AGREEMENT

Quote Number : QUOTE-821135
Contract Number: USC000008713
Contract Modifier: R1023

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : ROUND ROCK, CITY OF
Contract Number : USC000008713
Contract Modifier : R1023
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



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SERVICE AGREEMENT

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Service Terms and Conditions

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

Section 1. APPLICABILITY

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Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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



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SERVICE AGREEMENT

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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY



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Contract Number: USC000008713
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Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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Section 17. GENERAL TERMS

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

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



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Contract Modifier: R1023

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

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

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

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

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

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

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

Revised June 16, 2018

FORM 1295

1 of 1

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-562336

Date Filed:
11/18/2019

Date Acknowledged:

000000
Radio maintenance and Aviat Microwave support

[illegible]

5. UNSWORN DECLARATION

My address is 2120 West Baker Austin TX 78758 USA
(street) (city) (state) (zip code) (country)

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

Executed in Hays County, State of Texas, on the 18 day of Nov, 2014
(month) (year)

Rei Russek

Signature of authorized agent of contracting business entity
(Declarant) 23



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of public safety supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$80,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0504

This award recommendation is for the City of Round Rock - Transportation Department to establish a contract with Paradigm Traffic Systems, Inc. for public safety and firehouse supplies and equipment needed to support City operations - in accordance with the BuyBoard Contract No. 524-17.

This contract was established through a competitively solicited cooperative process.

Awarded Vendor: Paradigm Traffic Systems, Inc.
PO Box 5508
Arlington, TX 76005

Contract Term: Expires 3/31/2020

Contract Amount: Not to Exceed \$80,000

Cost: \$80,000

Source of Funds: General Fund

RESOLUTION NO. R-2019-0504

WHEREAS, the City of Round Rock (“City”) desires to purchase public safety supplies and equipment, specifically highway safety and traffic control products, and related goods and services; 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, Paradigm Traffic Systems, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Paradigm Traffic Systems, Inc. through Buy Board, Now Therefore

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

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

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

RESOLVED this 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PUBLIC SAFETY SUPPLIES AND EQUIPMENT
WITH
PARADIGM TRAFFIC SYSTEMS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of public safety supplies and equipment, specifically highway safety and traffic control products, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **PARADIGM TRAFFIC SYSTEMS, INC.**, whose office are located at 2201 East Division Street, Arlington, Texas 76110 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically highway safety and traffic control products, and City desires to procure same from Vendor; and

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

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

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

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

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

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

F. **Vendor** means Paradigm Traffic Systems, Inc., its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

B. This Agreement shall terminate March 31, 2020.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

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

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

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

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Eighty Thousand and No/100 Dollars (\$80,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- 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 Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

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

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

16.01 TERMINATION AND SUSPENSION

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

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

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Paradigm Traffic Systems, Inc.
P.O. Box 5508
Arlington, Texas 76005

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Paradigm Traffic Systems, Inc.


By: 
Printed Name: Jerry Priester
Title: President
Date Signed: 10/29/19

Exhibit "A"

City of Round Rock, Texas
Price Sheet
Paradigm Traffic Systems, Inc
BuyBoard Contract 524-17

The City of Round Rock would like to enter into a contract with Paradigm Traffic Systems, Inc. per the terms of Buy Board Contract 534-17. The City intends to purchase from this contract Highway Safety and Traffic Controls Products in an amount of \$ 80,000 per year for a total not to exceed \$80,000.

Contract Term: Effective from date of execution and will expire on 03/31/2020, per the terms of BuyBoard Contract No. 524-17.

Special Instructions: Complete pricing below and submit copy of price list or catalog.

Section III: Traffic Signal Supplies and Equipment

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Traffic Signal Equipment	Please state the discount (%) off catalog/pricelist for Traffic Signal Equipment. Catalog/Pricelist Must be included or Proposal will not be considered.	0 %	Paradigm	
2	Discount (%) Off Catalog/Pricelist for Traffic Signal Supplies	Please state the discount (%) off catalog/pricelist for Traffic Signal Supplies. Catalog/Pricelist Must be included or Proposal will not be considered.	5 %	Pelco/Paradigm	
3	Discount (%) Off Catalog/Pricelist for All Other Traffic Signal Products	Please state the discount (%) off catalog/pricelist for Firearms and Ammunition. Catalog/Pricelist Must be included or Proposal will not be considered.	N/A %		
4	Discount (%) Off Catalog/Pricelist for Traffic Signal Repair Parts	Please state the discount (%) off catalog/pricelist for Traffic Signal Repair Parts. Catalog/Pricelist Must be included or Proposal will not be considered.	N/A %		

Section IV: Installation and Repair Service

5	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.	N/A Hour		
6	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.	N/A Hour		
7	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Traffic Signal Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Traffic Signal Equipment and Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Traffic Signal Equipment and Products.	430 Hour		Discounts apply based off product/location at time of quote.

Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #524-17.

COMPANY NAME:	Paradigm Traffic Systems, Inc
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	<i>Jerry Priestner, President</i>
PRINTED NAME:	Jerry Priestner, President 9/10/19
PHONE NUMBER:	817-831-9406
EMAIL ADDRESS:	jpriester@paradigmtraffic.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-556558

Date Filed:
10/29/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Paradigm Traffic Systems, Inc.
Arlington, 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
Purchase of Public Safety Supplies and Equipment with Paradigm Traffic Systems, Inc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Priester, Jerry	Arlington, TX United States	X	

5 Check only if there is NO Interested Party. ☐


6 UNSWORN DECLARATION

My name is Jerry Priester, and my date of birth is 8/9/62.

My address is 2201 E. Division Street, Arlington, TX, 76011, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 29th day of October, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Anixter, Inc. for the purchase of equipment, parts, and supplies for the city's video camera traffic management system.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$240,000.00

Indexes: General Fund

Attachments: Resolutions, Exhibit A

Department: Transportation Department

Text of Legislative File 2019-0505

This award recommendation is for the City of Round Rock - Transportation Department to establish a contract with Anixter, Inc. for communication and networking equipment needed to support City traffic management operations - in accordance with the DIR Contract No. DIR-TSO-4247.

This contract was established through a competitively bid cooperative process.

Awarded Vendor: Anixter, Inc.
300 West 15th Street Suite 1300
Austin, TX 78701

Contract Term: Expires on 9/24/2023

Contract Amount: Not to exceed amount of \$240,000

Cost: \$240,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0505

WHEREAS, the City of Round Rock (“City”) desires to purchase data storage, communication and networking equipment, and related goods and services, and

WHEREAS, the City is a member of the Texas Department of Information Resources (“DIR”), and

WHEREAS, Anixter, Inc. is an approved vendor of the DIR, and

WHEREAS, the City wishes to purchase certain goods and related services from Anixter, Inc. through DIR Contract #DIR-TSO-4247, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Data Storage, Communication and Networking Equipment with Anixter, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF DATA STORAGE,
COMMUNICATION AND NETWORKING EQUIPMENT
WITH
ANIXTER, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of data storage, communication and networking equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **ANIXTER, INC.**, whose offices are located at 2301 Patriot Boulevard, Glenview, Illinois 60026 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically data storage, communication and networking equipment, and City desires to procure same from Vendor; and

WHEREAS, City desires to purchases said services from Vendor through DIR Contract #DIR-TSO-4247; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide said goods and services.

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

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

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

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

F. **Vendor** means Anixter, Inc., its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

B. This Agreement shall terminate September 24, 2023.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

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

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

C. Vendor shall satisfactorily provide all items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed

to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies and services during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods or services. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- 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 Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

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

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and/or services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

16.01 TERMINATION AND SUSPENSION

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

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

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Anixter, Inc.
2301 Patriot Boulevard
Glenview, Illinois 60026

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Anixter, Inc.


By:  _____
Printed Name: Daniel Olguin
Title: Director of Government Sales
Date Signed: 10/30/2019

Exhibit "A"

City of Round Rock, Texas

Price Sheet

Anixter, Inc.

DIR-TSO-4247

The City of Round Rock would like to enter into a contract with Anixter, Inc. per the terms of DIR Contract DIR-TSO 4247. The City intends to purchase from this contract Data Storage, Data Communication & Networking Equipment and Related Services in an amount of \$60,000 per year for a total not to exceed \$180,000.

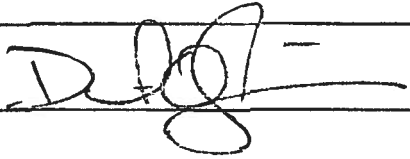
Contract Term: Effective from date of execution and will expire on 09/24/2023, per the terms of DIR-TSO-4247

Special Instructions: Complete pricing below

Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in DIR Contract DIR TSO 4247

Brand	DIR Customer Discount % off MSRP
2N	7.00%
Accurate Connections	25.00%
Aiphone	40.00%
Anixter	50.00%
APC	35.00. %
Axis	7.00%
Belden - CATV COAX	30.00%
Belden - CLASSICS	41.00%
Belden - INDUSTRIAL	28.00%
Belden - NEW GEN	36.00%
Belden - PREMISE	36.00%
Berk-Tek	41.00%
B-Line	16.00%
Blonder Tongue	6.00%
Bogen	40.00%
Bosch	37.00%
Brother In	7.00%
Cablofil	15.00%
Chatsworth	32.00%
CS-UNIPRIS	37.00%
D-LINK	5.00%
Eaton	36.00%
Fluke	8.00%
GENERAL CABLE	38.00%
Greenlee	11.00%
HID GLOBAL	38.00%
HIRSCHMANN	26.00%
HOFFMAN	18.00%
INTERLOGIX	39.00%
ITW Linx	20.00%
Jenne	30.00%

Exhibit "A"

LCN CLOSER	44.00%
MIDDLE ATLANTIC (Exclude: Conference room tables and Power Distribution Units (PDUs))	49.00%
NETSCOUT	9.00%
ORTRONICS	34.00%
Panduit - Wiring Accessories	27.00%
Panduit - Cable Ties	27.00%
Panduit - Racks & Cable Management	25.00%
Panduit - Cable Channel	35.00%
Brand	DIR Customer Discount % off MSRP
Quiktron - Cable Assemblies	20.00%
Rairitan	18.00%
SENECA DATA	20.00%
SERVERTECH	9.00%
Stayonline	25.00%
SUTTLE	23.00%
TALK-A-PHONE	37.00%
TELECT	10.00%
TIMES MICROWAVE	30.00%
VALCOM	36.00%
Vertiv (include Liebert)	30.00%
VIAVI (Excluding service & extended warranty)	14.00%
WIREMOLD	35.00%
ZONIT STRU	12.00%
COMPANY NAME: Anixter Inc.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 	
PRINTED NAME: Daniel Olguin	
PHONE NUMBER: 480-293-2359	
EMAIL ADDRESS: snl.austin@anixter.com	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Anixter Inc.
Glenview, IL United States

Certificate Number:
2019-557281

Date Filed:
10/31/2019

Date Acknowledged:

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

City of Round Rock

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

DIR-TSO-4247
IT/Telecommunications Supplies

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 Daniel Olguin, and my date of birth is 09/12/1966.

My address is 2350 E. Riverview Drive, Phoenix, AZ, 85034, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County County, State of Arizona, on the 31 day of October, 20 2019
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the 2018-2019 CDBG Consolidated Annual Performance Evaluation Report (CAPER).

Type: Public Hearing

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments: CDBG 2018 CAPER Executive Summary

Department: Planning and Development Services Department

Text of Legislative File TMP-1088

The (CAPER) report provides accountability to the public by describing successes in meeting objectives stipulated in the Five Year Consolidated Plan and also provides necessary information for HUD's Annual Report to Congress. The CAPER also provides necessary information for HUD to meet its statutory requirement to assess Round Rock's ability to carry out relevant programs in compliance with all applicable rules and regulations. The CAPER is due at the HUD San Antonio field office by December 27, 2019.

The public comment period was December 5, 2019 to December 20, 2019. The public notice appeared in the Round Rock Leader on November 30, 2019 and was also posted at City Hall on November 27, 2019.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Round Rock's CDBG 2018 program year was the Fifth Year in the City's CDBG Five Year Consolidated Plan (2014-2018). In this program year the City was awarded \$674,395 in CDBG funds. In the 2018-2019 program year the City of Round Rock continued to deliver programs and implement activities to achieve the goals and objectives described in the 2014-2018 Consolidated Plan and the 2018-2019 Action Plan. Per the table below the City is making progress towards meeting the goals identified but it is more important to remember that they are prone to some degree of uncertainty, particularly in the number of units of measure and outcomes. Round Rock's plans outline three overarching goals: 1) To provide decent housing by preserving housing stock, increasing the availability of affordable housing and reducing discriminatory barriers 2) To provide a suitable living environment through safer, more livable neighborhoods 3) To expand opportunities through homeownership opportunities. Funding priorities, highlights and an assessment for carrying out the 2018 Community Development Block Grant Program are listed below:

- Round Rock Area Serving Center Food Pantry Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 860 households with food from their food pantry.
- Round Rock Area Serving Center Housing Assistance Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 254 households with rent or mortgage assistance.
- CASA Child Advocacy Program expended all 2018 CDBG funds in the amount of \$25,000 and assisted 91 abused or neglected children in court.
- Council on At-Risk Youth expended all 2018 CDBG funds in the amount of \$13,500 and assisted 151 at-risk youth with counseling.
- Sacred Heart Community Clinic expended all 2018 CDBG funds in the amount of \$12,500 and assisted 312 low income residents with health services.
- Frontier Park was started and due to be completed Fall of 2019. To date \$208,563.26 was expended in Frontier Park improvements.
- The Austin Street Sidewalk project was completed in program year 2018 and a total of \$208,207 was expended.
- CDBG 2016 Greenhill Sidewalk Project was started and due to be completed in 2019.

- A total of seven homes were selected to participate in the minor home repair program. The program will continue and be completed in program year 2019.
- Program Administration was completed and the full 20% was expended in the amount of \$134,879.

Some of the activities surpassed their proposed goals such as the Round Rock Area Serving Center, Sacred Heart Community Clinic and Council on At-Risk Youth.

The Hope Alliance Playground and Shade Structure project had some delays. The Hope Alliance Domestic Violence Shelter requested a time extension and will complete the purchase and installation of an ADA playground and shade structure at the shelter in CDBG Program Year 2019.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the renewal of the Stop Loss Insurance Coverage Agreement with Aetna for the period of January 1, 2020 through December 31, 2020.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Valerie Francois, Human Resources Director

Cost: \$1,614,208.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A

Department: Human Resources Department

Text of Legislative File 2019-0497

This is a new policy with Aetna for the stop loss insurance for 2020 that we are required to maintain. Our stop loss specific coverage is being maintained at \$200,000.00

Cost: \$1,614,208

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

RESOLUTION NO. R-2019-0497

WHEREAS, the City of Round Rock (the “City”) has advertised for proposals to provide a Stop Loss Insurance Policy for the City’s self-funded employee benefits plan (the “Plan”) for the period of January 1, 2020 through December 31, 2020; and

WHEREAS, the City previously entered into an Administrative Services Agreement (“Agreement”) with Aetna Life Insurance Company (“Aetna”) for Stop Loss insurance on December 7, 2017 by Resolution No. R-2017-4987, and

WHEREAS, Aetna has submitted a proposal to continue to provide said services, and said proposal has been determined to be the most advantageous to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to accept the proposal of Aetna for the period of January 1, 2020 through December 31, 2020, Now Therefore

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

That the proposal of Aetna Life Insurance Company for provision of Stop Loss Insurance Policy for the City’s self-funded employee health benefits plan is hereby accepted, as the proposal determined to be the most advantageous to the City considering the price and other evaluation factors included in the request for proposals.

BE IT FURTHER RESOLVED

That the Council hereby authorizes renewal of services with Aetna for insurance coverage for the guarantee period of January 1, 2020 through December 31, 2020 as set forth in the Stop Loss Renewal document from Aetna attached as Exhibit “A.”

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 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

Stop Loss Renewal

City of Round Rock
January 1, 2020 through December 31, 2020

Firm Stop Loss Quote

- This exhibit outlines your firm renewal rates effective January 1, 2020.
- Pricing assumes plan enrollment of 874 employees. If actual enrollment varies by more than 10% in total and/or the plan design changes we reserve the right to readjust the stop loss premium.
- In an environment where healthcare costs are increasing, maintaining the same deductible shifts more of the claim cost to the stop loss provider.
- To help reduce the effect of leveraging, it is recommended that a plan sponsor consider increasing their Stop Loss deductible to keep pace with medical trend.
- Please refer to the stop loss policy for detailed Stop Loss information.

	Current 01/01/2019	Firm Renewal 01/01/2020	Option 1 01/01/2020
<u>STOP LOSS COVERAGE SPECIFICATIONS</u>			
Policy Period Length (months):	12	12	12
Number of Employees Covered Under Stop Loss:	835	874	874
Producer Compensation:	0.0%	0.0%	0.0%
Terminal Liability Option:	None	None	None
Claims Paid Basis for Medical Coverages:	Cleared	Cleared	Cleared
Claims Paid Basis for APM Rx coverage is on a cleared basis			

<u>INDIVIDUAL STOP LOSS COVERAGE SPECIFICATIONS</u>			
Individual Stop Loss Level:	\$200,000	\$200,000	\$250,000
Contract Type:	Paid	Paid	Paid
Coinurance %:	100%	100%	100%
M/N Claims Apply to ISL (Aetna Administered only):	Yes	Yes	Yes
Rx Claims Applied to ISL (Aetna Administered only):	Yes	Yes	Yes
Individual Specific Stop Loss Limits (Lasering):	No	No	No
Individual Lifetime Stop Loss Payment Amount:	Unlimited	Unlimited	Unlimited
Reimbursement Method:	Immediate	Immediate	Immediate

<u>AGGREGATE STOP LOSS COVERAGE SPECIFICATIONS</u>			
Aggregate Stop Loss Percentage:	125%	125%	125%
Contract Type:	Paid	Paid	Paid
Maximum Annual ASL Payment Amount:	\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Method:	Monthly Budget Feature	Monthly Budget Feature	Monthly Budget Feature
Prior Carrier Runoff Cap:	\$0	\$0	\$0
Total Claims Applied to Aggregate Stop Loss:	\$10,087,175	\$11,098,223	\$11,273,981
Benefits that apply to ASL-Medical:	\$7,380,237	\$8,412,730	\$8,412,730
Benefits that apply to ASL-Drug:	\$2,706,938	\$2,685,493	\$2,685,493
Lasering Adjustment:	\$0	\$0	\$0
Pooling and Coinsurance Adjustment:	\$0	\$0	\$175,758

<u>FINANCIAL INFORMATION</u>			
Stop Loss Premium:	\$1,430,656	\$1,614,208	\$1,299,883
State Assessment Fee	\$0	\$0	\$0
Total Stop Loss Premium:	\$1,430,656	\$1,614,208	\$1,299,883
Total Premium (PEPM) Composite Rate:	\$142.78	\$153.91	\$123.94
Individual Stop Loss premium as % of Total Premium:	95.98%	96.30%	95.40%
Stop Loss Aggregate Limit*:	\$12,608,969	\$13,872,779	\$14,092,476
Stop Loss Aggregate Limit (PEPM) Composite Factor:	\$1,258.38	\$1,322.73	\$1,343.68
ISL rate:	\$137.04	\$148.17	\$118.20
ASL rate:	\$5.74	\$5.74	\$5.74

*Minimum Stop Loss Aggregate Limit will be set using the first month enrollment x Stop Loss Aggregate Limit (PEPM) Composite Factor x # of contract Months.

Premium rates are billed and Aggregate Factors are administered on a composite basis.



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Metals Treatment Technologies, LLC for the purchase of shooting range maintenance, cleaning and disposal services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Allen Banks, Chief of Police

Cost: \$350,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2019-0499

The City of Round Rock seeks to enter into a five year agreement with Metals Treatment Technologies, LLC, who has the means and ability to provide indoor gun range cleaning and disposal services for the City's Police Department shooting range. The services provided will include gun range cleaning, disposal of casings, replacement of filters, and disposal of other contaminated materials.

The contract sets prices on the services provided by the vendor over the five year life of the contract. The total annual cost will not exceed \$70,000 and the five year cost will not exceed \$350,000.

Cost: \$350,000

Source of Funds: General Fund

RESOLUTION NO. R-2019-0499

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase shooting range maintenance, cleaning and disposal services, and for related goods and services; and

WHEREAS, Section 252.043(a) of the Texas Local Government Code allows a city to award a contract to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, the City has determined that Metals Treatment Technologies, LLC will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Metals Treatment Technologies, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Shooting Range Maintenance, Cleaning and Disposal Services with Metals Treatment Technologies, LLC, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF SHOOTING RANGE MAINTENANCE,
CLEANING AND DISPOSAL SERVICES WITH
METALS TREATMENT TECHNOLOGIES, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for purchase of shooting range maintenance, cleaning and disposal services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and METALS TREATMENT TECHNOLOGIES, LLC, whose offices are located at 14045 West 66th Avenue, Arvada, CO 80004 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase shooting range maintenance, cleaning and disposal services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said services; and

WHEREAS, Section 252.043 of the Texas Local Government Code provides that a contract must be awarded to the lowest responsible bidder or to the bidder who provide goods or services at the best value for the city; and

WHEREAS, City has determined that the bid submitted by Services Provider provides the best value for the City of Round Rock, Texas; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-011REBID dated June 2019 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Services Provider** means Metals Treatment Technologies, LLC, its successor or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 19-011REBID dated June 2019). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Seventy Thousand and No/100 Dollars (\$70,000.00) per year** for a total not-to-exceed amount of **Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not

apply to payments made by City in the event:

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth Part II of No. 19-011REBID and on the City's website at:

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

14.01 CITY'S REPRESENTATIVES

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

Chief Allen J. Banks
Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
512-218-5521
abanks@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

17.01 TERMINATION AND SUSPENSION

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

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

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.01 ASSIGNMENT AND DELEGATION

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

other party.

21.01 NOTICES

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

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

Notice to Services Provider:

Metals Treatment Technologies, LLC
14045 West 66th Avenue
Arvada, CO 80004

Notice to City:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any

arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Metals Treatment Technologies, LLC


By:  _____
Printed Name: James M Barthel
Title: CEO
Date Signed: 11/4/19

Exhibit "A"



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

INVITATION FOR BID (IFB)

**SHOOTING RANGE MAINTENANCE, CLEANING,
AND DISPOSAL**

SOLICITATION NUMBER 19-011REBID

June 2019

Exhibit "A"

Shooting Range Maintenance, Cleaning, and Disposal PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, located in Williamson County, herein after "the City" seeks a bid from firms experienced in providing indoor gun range cleaning and disposal services. The City intends to purchase from this contract products and services needed for indoor gun range cleaning, including disposal of casings, replacement of filters, and disposal of other contaminated materials. This contract will be awarded for an estimated total not-to-exceed amount of \$70,000.00 per year.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications and Scope of Work	Page(s) 10-11
Attachment A – Bid Sheet	Page 12 and separate attachment
Attachment B – Reference Sheet	Page 13
Attachment C – Subcontractor Information Form	Page 14
Attachment D – Estimated Schedule of Services	Page 15
Attachment E – Respondent Questionnaire	Page 16

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

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

Exhibit "A"

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

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

EVENT	DATE
Solicitation released	Monday, June 3, 2019
Deadline for submission of questions	Thursday, June 13, 2019 @5:00 PM, CST
City responses to questions or addendums	Wednesday, June 19, 2019 @ 5:00 PM, CST
Deadline for submission of responses	Wednesday, June 26, 2019 @ 3:00 PM, CST

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

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

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

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

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

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

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

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

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

Exhibit "A"

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

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

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

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - ☐ **Attachment A- BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - ☐ **Attachment B- REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - ☐ **Attachment C- SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.
 - ☐ **Attachment E- RESPONDENT QUESTIONNAIRE:** Completely fill out this form, supply supporting material to support your answers, and return with your bid. This information will be evaluated.
- 8. BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
 - B. Reputation of Respondent and of Respondent's goods and services;
 - C. Quality of the Respondent's goods and services;
 - D. The extent to which the goods and services meet the City's needs;
 - E. Respondent's past performance with the City;
 - F. The total long-term cost to the City to acquire the Respondent's goods or services;
 - G. Any relevant criteria specifically listed in the solicitation.
 - H. Evaluation Factors
 - Total 100 Points
 - **Cost: 60 Points**
 - **Response to Attachment E – Respondent Questionnaire: 40 Points**
 - Lead abatement removal and disposal process and if lead/brass will be recycled. Proof of lead awareness and abatement training – **15 Points**
 - Company work experience. Describe recent company work experience and service for at least 2 commercial contracts for indoor shooting range maintenance, cleaning and disposal services– **15 Points**

Exhibit "A"

- Individual work experience. Include names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience. - **10 Points**

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

9. **CONFIDENTIALITY OF CONTENT**: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
 - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
10. **SUSPENSION OR DEBARMENT CERTIFICATION**: The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
11. **CERTIFICATE OF INTERESTED PARTIES**: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
 - A. **Lead Pollution/Hazardous Materials Insurance:** For Work which involves hazardous materials Contractor or Subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above.
 - i. Provide a lead pollution liability policy or lead pollution endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude lead pollution and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30-day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.
 - ii. Contractor or Subcontractors responsible for transporting any hazardous materials shall provide pollution coverage. Federal law requires interstate or intrastate transporters of hazardous materials to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting hazardous materials in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of hazardous materials in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of hazardous material shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of hazardous materials. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing gun range maintenance, cleaning, and disposal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies, and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. The Contractor shall have at least three (3) years' experience providing cleaning and lead removal/abatement for firing ranges.
6. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
 - E. Require that the subcontractor team is the same for each visit to ensure consistency. Require the Subcontractor have all the same certifications as the awarded Vendor
7. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:

Exhibit "A"

- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

8. WORKFORCE: Successful Respondent shall:

- A. Any Contractor personnel who will be working at the RRPD Public Safety Training Center must undergo a criminal background check, performed by RRPD, prior to working on premises.
- B. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;
- C. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- D. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

9. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, personal protective equipment, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

10. PRICE INCREASE: Contract prices for Shooting Range Cleaning and Disposal shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

Exhibit "A"

- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
11. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification within 24 hours at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere, and the vendor may be charged liquidated damages.
13. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
14. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
15. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
16. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of agreement.
 - B. Identify specific milestones, goals and strategies to meet objectives.
17. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Tim Stevenson
Detective - Round Rock Police Department
City of Round Rock
Phone: 512-218-6679
E-mail: tstevenson@roundrocktexas.gov
18. **INTERLOCAL PURCHASING AGREEMENTS**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SPECIFICATIONS AND SCOPE OF WORK

1. **Purpose:** The City of Round Rock Police Department, hereinafter referred to as RRPD, is seeking a contract to provide turn-key maintenance, cleaning, and lead abatement services at the Public Safety Training Center located at 2801 N. Mays St., Round Rock, Texas 78665. In addition to cleaning and lead abatement services, RRPD will require the Contractor to recycle all spent brass and dispose of lead and other items as needed.
2. **Range Details:** Additional information regarding the indoor gun range includes:
 - A. The City estimates the firing of 1 million rounds annually in this single-story range.
 - B. The Meggitt rubber bullet trap is 75' wide and was installed in February of 2018. It has a ramp and loading dock with rollup door access to the bullet trap.
 - C. The range has a granulated rubber trap with steel plates behind that. The plate will need to be cleaned of lead and lead dust with the lead is mined from the trap (rubber removed).
 - D. Firing line distances from the trap vary from 0-50 yards and provide prone, kneeling, standing, and tactical firing positions.
 - E. There are no single baffles. It is an open range with 12 firing lines and targets at the trap.
 - F. Vendor will have full access to the range during the hours of 8:00AM to 5:00PM CST to complete all services. There is a large rolling door adjacent to the range for loading and unloading of equipment.
 - G. No rubber curtains are used.
 - H. The weapons cleaning room dimensions are approximately 15' x 30'. The ammunition room is approximately 20' x 30'. The Control room is approximately 15' x 15'. The hallway leading to the into the range is approximately 10' by 15'.
 - I. The ventilation system is located on the roof of the range and it is accessible by a ship ladder inside of the building.
 - J. The City would like all brass and lead projectiles to be recycled by the successful vendor and a "credit" issued to the City for the value of recycled items if possible. Otherwise, the Vendor shall dispose of brass and lead in a way that meets all Federal and State Laws.
 - K. To the best of our knowledge a Toxic Characteristic Leaching Procedure (TCLP) has not been performed on the hazardous waste produced by the range for disposal.
3. **Contractor's Responsibilities-**
 - A. The Contractor shall:
 - i. Furnish and provide all equipment, materials, tools, safety equipment, supplies, and parts for Contractor owned equipment, transportation, handling, storage, labor, and supervision required for proper execution of this contract.
 - ii. Be responsible for meeting or exceeding all applicable local, state, and federal ordinances, regulations, and laws for safely removing lead and other contaminants from the weapons range including, but not limited to:
 - a. the Environmental Protection Agency (EPA);
 - b. Occupational Safety and Health Administration (OSHA) including worker exposure regulation for lead (29 CFR 1926.62, 1910.1025);
 - c. Texas Commission on Environmental Quality (TCEQ) Resource Conservation and Recovery Act (Pub. L. 113-185 42 USC § 6903) pertaining to special waste handling;
 - d. Texas Administrative Code (Title 30, Chapter 335) on solid waste handling;
 - e. In the event that any law, regulation, or ordinance becomes effective after the start of this Agreement, the Vendor is required to comply with the new policy. Any mandates requiring the City to comply with new guidelines will also require the Vendor to comply.

Exhibit "A"

- iii. Perform work in accordance with all applicable codes and trade practices, including, but not limited to testing, handling, and disposal permits.
 - iv. Provide proof of lead awareness and abatement training for all personnel performing services under this contract. Contractor personnel shall be equipped with all necessary personal protective equipment to perform lead abatement of the firing range. The Contractor is responsible for storing and transporting contaminants from the site.
 - v. Clean the lead contaminated areas of the weapons range including all lanes. The RRPD firing range consists of one range. The range is required to be cleaned and decontaminated.
 - vi. Collect all spent lead and brass from the shooting range and recycle it. If items are not recyclable, please dispose of them in a legally responsible manner ensuring compliance with all applicable law and regulations.
 - vii. Items do not need to go to a smelter. As long as the metal is properly disposed of (in accordance with all applicable laws) whatever is most cost efficient to all parties involved is acceptable.
 - viii. Clean all door mats and receptacles containing lead contaminated items.
 - ix. Clean all hard surfaces, as well as work area, using proper equipment and shall remove lead contaminants from RRPD premises and dispose of or recycle per all applicable standards and regulations (covered in Item 3.A.ii. above). Hard surfaces will also include the top sides of baffles and the top of the bullet trap behind the range and stations.
 - x. Inspect and vacuum the area around the lead containment system and bullet trap area and all other accumulation areas on the range once the lead removal has been completed.
 - xi. Perform services on all range floors, bullet traps, firing lanes, and weapon cleaning rooms/spaces.
 - xii. Provide removal, installation, processing, double bagging, sealing, transporting, HAZ-MAT recycling of each lead contaminated filter when economically feasible, and properly dispose of all filters into a Contractor-supplied Conex container stored on site (or similar set-up) as needed.
 - xiii. There is a sensor in the air system that will indicate when the filters need be changed out. That is why the Bid Sheet indicates Estimated quantities.
 - xiv. Provide Conex container to be placed in area designated by the City near the firing range. Haul off full Conex container as needed to the appropriate disposal facilities.
 - xv. Collect all lead and brass from firing range. While the City may assist with brass collection the Contractor shall be responsible for sorting lead and brass. The Contractor shall provide the proper temporary containers for both lead and brass.
 - xvi. On an as needed basis, Contractor shall mine the lead from the bullet trap, sort and clean the granulated rubber, and replace it back into the bullet trap. No rubber will need to be supplied by the vendor. The City will purchase rubber as needed.
 - xvii. Properly dispose of Class 1 and Class 2 waste.
- B. Failure to provide suitable equipment and PPE for the performance of this contract may be grounds for the City to terminate the contract.

4. City's Responsibilities

- A. The City shall:
 - i. Allow access by approved individuals during normal business hours to perform services.
 - ii. Provide space for Conex container
 - iii. Provide outlets necessary to power all equipment.
 - iv. Provide all filters that require replacement.
 - v. Close down the range as needed for the completion of the described work.
 - vi. The Range Master or designee will sign off on a completed task list.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 19-011 Shooting Range Cleaning and Disposal in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
 - 1.6 The Contractor shall submit a current, dated hazmat or environmental cleaning license with their response and identify their number of years' experience in lead removal/abatement with firing ranges.

Exhibit "A"

***SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL***

2.0 ATTACHMENT A- BID SHEET



Exhibit "A"

Attachment A- Bid Sheet IFB No. 19-011REBID

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-011REBID Shooting Range Cleaning, Maintenance and Disposal. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below. The costs bid below shall include the cost of equipment, supplies, labor, overhead, transportation, storage and disposal services required under this contract.

Cost = 60 Points

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Monthly Regular cleaning of entire gun range from firing line to back plates and fill divots in the bullet trap by pushing the granulated rubber back up into the trap.	12	ea.	\$2,085.00	\$25,020.00
2	Monthly Standard D-load wipe-down of all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	12	ea.	\$953.00	\$11,436.00
4	Monthly HEPA Vacuuming of entire range floor. (12 Positions)	12	ea.	\$738.00	\$8,856.00
5	As needed, replacement and disposal of Secondary Filters: 24 x 24 x 12 inches (30 filters) - Filters provided by City	120	ea.	\$133.00	\$15,960.00
6	As needed, replacement and disposal of HEPA Filters: 24 x 24 x 11.5 inches (30 filters) - Filters provided by City	120	ea.	\$133.00	\$15,960.00
7	As needed, replacement and disposal of House Filters: 16 x 20 x 4 inches (16 filters) - Filters provided by City	64	ea.	\$20.00	\$1,280.00
8	As needed, replacement and disposal of House Filters: 16 x 25 x 4 inches (16 filters) - Filters provided by City	64	ea.	\$20.00	\$1,280.00
9	As needed, replacement and disposal of pre-filter: 24 x 24 x 22 inches (Qty 24 in total) - Filters provided by City	24	ea.	\$20.00	\$480.00
10	As needed, replacement and disposal of Bag Filters: 24x24x30 - 10 pocket MV 14A - Filters provided by City	24	ea.	\$25.00	\$600.00
11	Rubber trap lining of particulate material from trap and add new rubber, ordered as	2	ea.	\$16,500.00	\$33,000.00
Yearly Total:					\$113,872.00

FOR INFORMATION ONLY- This section will not be evaluated but will become part of the contract. The City would like all brass and lead projectiles to be recycled and a reasonable credit be issued for the value of recycled items if available. We understand the recyclable credit will fluctuate due to market value. will fluctuate due to market value.

No.	Description	Quantity	Unit	Unit Credit
12	Credit - Brass casings - Recycled	1	Lbs.	Estimated 65-70% LME (copper), Minus transportation costs
13	Credit - Lead projectiles - Recycled	1	Lbs.	Estimated 60-65% LME (lead), minus transportation costs

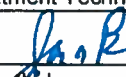
Attachment E - Respondent Questionnaire - Total 40 points

- *15 Points - Lead abatement removal and disposal process and if lead/brass will be recycled. Proof of lead awareness and abatement training.
- *15 Points - Company Work Experience. Describe recent company work experience and services for at least 2 commercial contracts for indoor shooting range maintenance, cleaning and Disposal services.
- *10 Points - Individual Work Experience. Include the names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience.

Company Name:

Metals Treatment Technologies, LLC

Signature of Authorized Representative:



Printed Name:

James M Barthel

Phone Number:

(303) 456-6977

Email Address:

info@mt2.com

Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

2.1 Registered with the City of Round Rock

Yes

2.2 Offer Validity

MT2 agrees if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

2.3 Experience & Licenses

2.3.1 Company History

With over 18 years' industry experience, MT2 is recognized as the nation's #1 environmental firing range service provider and the largest and most professional contractor. We have demonstrated unmatched credentials and capabilities through performing over 2,500 indoor and outdoor range projects nationwide for a diverse variety of clients including police firing ranges, military ranges, local and national government agencies, and private clubs. Our firing range services include lead reclamation (bullets and lead shot recovery), firing range design, shooting range construction, gun range cleaning, and complete firing range maintenance and firing range remediation services. Our customer value proposition is to offer leading technology, superior field services, and knowledgeable environmental regulatory expertise to support sustained range operations, responsible maintenance, and closure/remediation services.

See Section 4.1.2 MT2 Key Experience for project experience.

2.3.2 Range Services

MT2 offers a wide range of indoor range services from routine shooting range maintenance, cleaning, and lead reclamation to range decommissioning and demolition. We work with your budget and schedule to best meet your project needs. MT2 can help design and implement your range improvement and maintenance projects including:

Lead Reclamation/Recycling

- Recovery of bullets/bullet fragments from bullet trap
- MT2 has proprietary agreements with lead smelters/recyclers to leverage quantity-based pricing; resulting in the best market price for recycled lead on behalf of our customers
- Removal and transportation offsite of recovered range lead/brass

Treatment of Range Waste and Disposal as Non-Hazardous

- Proprietary and patented treatment process known as ECOBOND®
- Ensures disposed materials are less than EPA RCRA hazardous lead TCLP level of 5.0 mg/L
Eliminate the need to generate expensive hazardous waste

Range Cleaning and Remediation

- Range cleaning and Best Management Practices for continued range use
- Complete lead dust remediation for range closures

Range Evaluation and Consultation

- Range assessment, OSHA Health & Safety
- Range sustainability (NRA/NSSF Best Management Practices, regulatory Support)
- Assist with all aspects of range development



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

3.0 ATTACHMENT B- REFERENCE SHEET

REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 19-011REBID

RESPONDENT'S NAME: Metals Treatment Technologies, LLC

DATE: 6/26/19

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

1. Company's Name Austin Police Department Training Academy
Name of Contact Sergeant Steven Willis
Title of Contact Sergeant
E-Mail Address Steven.Willis@austintexas.gov
Present Address 4800 Shaw Lane
City, State, Zip Code Austin, TX 78744-3928
Telephone Number (512) 978-8217 Fax Number: (N/A)
2. Company's Name The Arms Room
Name of Contact Travis James
Title of Contact Vice President of Business Development
E-Mail Address travis@thearmsroomtx.com
Present Address 3270 Gulf Freeway
City, State, Zip Code Dickinson, TX 77539
Telephone Number (832) 226-5252 Fax Number: (832) 226-5250
3. Company's Name Tejas Shooting Sports
Name of Contact Kim Barry
Title of Contact Owner
E-Mail Address kim@tejasshootingsports.net
Present Address 421 E. 8th Street
City, State, Zip Code Odessa, TX 79761
Telephone Number (432) 661-7358 Fax Number: (N/A)

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



Exhibit "A"

ATTACHMENT D ESTIMATED SCHEDULE OF SERVICES

	Monthly	Quarterly	Yearly
Services			
Regular cleaning of gun range from firing line to back plates, removing all particulate lead from trap,	x		
Lead wipe down of all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	x		
HEPA Vacuuming: Standard single-pass HEPA vacuuming of each position from firing line to backstop.	x		
Changing Pre-Filters: 24" x 24" x 4"		x	
Changing Secondary Filters: 24" x 24" x 12"		x	
Change HEPA Filters: 24" x 24" x 11 1/2"		x	
Change House Filters: 16" x 20" x 4"		x	
Quarterly House Filters: 16" x 25" x 4"		x	
Full range cleaning to include the bullet trap			x

Note: This is an estimated schedule of services only, the City reserves the right to order more or less.

Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Range Maintenance/Improvements

- Shooting range maintenance and improvements
- Shooting range cleaning and fixation of lead contaminated surfaces, reduction in airborne lead (booths, walls, floors, equipment, etc.)
- Installation or replacement of HVAC system
- Complete shooting range lead abatement
- Shooting range remediation and closure

Licensed, Bonded and Insured: MT2 maintains applicable professional licensing, is fully bondable, and provides \$10MM of insurance protection including General and Pollution Liability Insurance to provide customers, site owners, and others the best available "peace of mind" in dealing with environmental liabilities. Knowledgeable range owners insist that this package be provided before any work involving lead is performed.

Exclusive Lead Treatment Technology: MT2 utilizes patented and proprietary ECOBOND® technology to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead and other metals in firing range soils. All technology achieves compliance with EPA and state regulatory agencies recommended firing range environmental Best Management Practices (BMPs).

2.3.3 Licensing & Certifications

MT2 is a Lead-Safe Certified Firm with the EPA. Additional state certifications can be found in the **Appendix**.

See MT2 Employee Training (under 4.1.1. Technical Approach) and 4.1.3 MT2 Key Personnel Roles for individual certifications.

United States Environmental Protection Agency

This is to certify that



Metals Treatment Technologies, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 23, 2022

NAT-F178948-1

Certification #

August 09, 2017

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



MT2

Get the Lead Out! 888-435-6645 www.MT2.com

Page 6

Exhibit "A"

**ATTACHMENT E
RESPONDENT QUESTIONNAIRE
40% Points
Must Return this Form**

Name of Business:	Metals Treatment Technologies, LLC
Physical Address of Headquarters (HQ):	14045 W 66 th Ave, Arvada, CO 80004
Physical Address of Serving Branch: (if different address from HQ)	N/A

1. On a separate sheet of paper describe your lead abatement removal and disposal process and if you will recycle the lead or brass? Provide proof of lead awareness and abatement training for all personnel performing services under this contract. **(15 points).**

See Section 4.1.1 Technical Approach on the following pages

2. How many years has your company been in the Shooting Range Maintenance, Cleaning and Disposal Business?

Number of years in the Shooting Range Maintenance, Cleaning and Disposal Business:	18+, since August 2000
------------------------------------------------------------------------------------	------------------------

3. **EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract.

- **Company work experience:** Describe recent company work experience and services provided for at least 2 commercial contracts for Indoor Shooting Range Maintenance, Cleaning and Disposal Services within the last 2 years. **(15 Points)**

See Section 4.1.2 MT2 Key Experience on the following pages

- **Individual Work Experience-** Include the names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience. **(10 Points)**

See Section 4.1.3 MT2 Key Personnel Roles on the following pages

Exhibit "A"

*SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL*

4.0 ATTACHMENT E- RESPONDENT QUESTIONNAIRE & SUPPORT



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

4.1 Respondent Questionnaire Form Continued

4.1.1 Technical Approach

The project objective is to perform Shooting Range Cleaning & Disposal at the The City of Round Rock's police firing range. MT2 proposes to perform these maintenance tasks in compliance with applicable EPA, OSHA, State, Federal and local regulations.

MT2 has on file the appropriate support documents such as Respiratory Protection Plan, Medical Surveillance Plan, and evidence of medical examinations for MT2 workers, certificates of worker training, and certificates of general/commercial liability insurance.

Site-specific Work Plan (WP) and Health & Safety Plan (HASP) will be completed prior to MT2's first mobilization.

Planning, Preparation, and Mobilization

- MT2 will provide personnel, equipment, and miscellaneous tools to perform the requested onsite activities. Upon mobilization to the site, appropriate signage and materials containment will be established, as required
- Work will be performed in a professional, workmanlike manner, in accordance with applicable EPA, OSHA, State, Federal and Local regulations. MT2 will perform work with personnel who have successfully met HAZWOPER training requirements pursuant to OSHA 29 CFR 1910.120 as well as 29 CFR 1926.62
- MT2 will mobilize a field crew, associated equipment, appropriate health and safety equipment, and supporting supplies and tools to complete the project. Work will be done with appropriate, protective clothing, which may include respirators, Tyvek suits or equivalent, gloves and boots. OSHA compliant equipment and personnel decontamination procedures will be followed for workers entering and exiting the work zone. Onsite work may include use of MT2's portable shower unit, and assumes it can be connected to facility-provided hot and cold water and drains in an appropriate location near the range

MT2 Equipment

The following equipment (or similar) will be used for lead reclamation and cleaning activities:

- One (1) Ford Service Truck and Service Trailer
- MT2 proprietary equipment for separating bullet/bullet fragments from rubber material
- Forklift – electrical
- Generator
- Air Compressor
- Sherpa (Skid Steer)
- Negative Air Machine
- HEPA Vacuums

Equipment and vehicles will be monitored over the course of the project and kept in proper operating condition. Equipment will be shut down when not in use. Frequent visual checks will be made for possible oil leaks/spills, and if found, immediate appropriate action, including reporting, will be taken.



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Sound and noise pollution will be monitored and controlled to minimize any impact to the surrounding area. As possible, equipment used in this work will be equipped with satisfactory mufflers and sound abatement devices to reduce engine noise.

Site Preparation

When applicable.

- Site Delineation – MT2 will delineate the area into separate zones with appropriate signage and barriers. Barriers will be constructed so as to restrict access to the work zone while maintaining access to the other areas of the facility
- Signage - Lead warning signs will be posted at each entrance to the lead removal work area. All signs will be in accordance with 29 CFR 1926. 62. "Lead Danger" tape will be used to maintain a 20-foot radius from the entrance to the work area. The area will be monitored by the site supervisor/competent person and workers. Posted signs will also be used to ensure there is no unauthorized entry into the area
- Emergency Procedures - MT2 will establish and post written procedures within the firing range work area near the decontamination area. The post will include emergency contact names, phone numbers, and instructions for medical emergencies
- Utilities - MT2 will utilize a qualified electrician to coordinate with the facility to disconnect and perform lockout/tagout procedures for the primary power to the firing range work area and then establish temporary power (including ground fault interrupt protection) for MT2 to utilize while working at the area. MT2 will set up temporary lighting in the work area. Additional negative air machines with HEPA filters will be installed to create proper ventilation. MT2 will seal all storm drains, floor and area drain routes to prevent contaminated runoff from exiting the work area
- Daily Log-In/Out Sheet - MT2 will restrict and monitor access to the work site by maintaining a daily log. This log will document all personnel entering the work area and will include entry and exit times

Lead Cleaning Methodology

As a standard practice, MT2 will clean the higher surfaces first and then lower ones as to not re-contaminate areas.

HEPA Vacuum Cleaning

This procedure requires cleaning all horizontal surfaces with a vacuum cleaner equipped with a High Efficiency Particulate Air Filter (HEPA) or an equivalent high efficiency filter. Within a room, MT2 will start with the highest horizontal surfaces and work down to the floor. MT2 will ensure to clean dust traps such as windows and where the duct work was disconnected. When practical, work will proceed from the cleanest areas to the dirtiest areas to minimize spreading lead-contaminated dust to clean areas. The filters and bags will not be opened or changed inside a room. MT2 personnel will follow the manufacturer's instructions for routine maintenance, cleaning and filter changing.

Wet Cleaning

If visible dust that cannot be removed from HEPA vacuuming remains, a liquid saturation and wiping of the surface will occur prior to final cleaning. Final cleaning will constitute use of a lead-specific, pre-wetted wipe or application of a lead-specific cleaning solution and rag. The rag/wipe will be folded. The exposed face will be used to wipe the cleaned surface. The rag will continue to be folded so that each successive wipe will utilize a fresh surface of the rag/wipe. Once most or all of the exposed faces of the rag/wipe are used, the rag/wipe will be disposed and a new one used to complete cleaning of the surface.



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**


Mopping the floor

The 2-step wet wiping procedure

Systematic wiping.


Step 1

The blue bucket of the double rolling bucket system is filled with accurately dosed cleaning agent (e.g. tenfold diluted). The red bucket is filled to one third with clean water. The dirty water is collected in there. The squeegee is fixed above the red bucket.




Step 2

In the first step, the mop is soaked with the cleaning agent in the blue bucket.




Step 3

The surfaces are wiped with the mop by means of even, top-to-bottom, side-to-side movements. Adhering dirt is soaked and loosened. At the end, the mop is moved in the red bucket and squeezed out into the same bucket.




Step 4

After the first step, the mop is changed and the used mop is disposed of.




Step 5

Excess cleaning agent is absorbed by the second mop with the same wiping technique. The remaining dry floor is dried with a hairdryer.




Step 6

The loosened dirt remaining is wiped up with the mop.



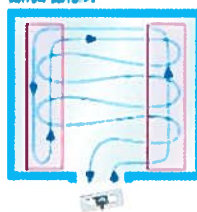
Step 7

The used mop and the dirty water are to be appropriately disposed of. The cleaning equipment must be cleaned after use.

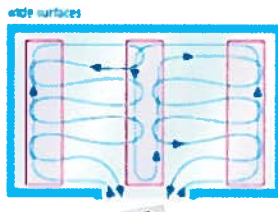


Different approaches for narrow and wide surfaces

narrow surfaces



wide surfaces



Lead Recovery/Recycling

Recovery/Recycling will involve the collection and recycling of bullets/bullet fragments from the granular rubber trap system(s). **MT2 intends to recycle both the lead and the brass.**

Under this proposed service, MT2 will:

- Remove granular rubber that contains economically recoverable lead, as determined by onsite MT2 personnel
- Utilize MT2-determined means and methods, to process and separate bullets/bullet fragments from the removed rubber
 - Lead bullets/fragments and brass will be staged onsite for recycling



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

- MT2 processing includes the recovery of small particulate "fines" consisting of degraded rubber, lead dust, and other materials such as paper, plastic, etc. The amount of material recovered can vary significantly from site to site, and this proposal does not explicitly imply that fines will be removed during MT2 processing
- Provide containers and pallets. Place recovered lead into these containers and stage onsite
- Observed wear, apparent damage, and/or minor trap maintenance will be reported to the Client

Upon completion of lead recovery/recycling activities, MT2 will HEPA vacuum, wet clean, and HEPA vacuum again the associated work area and decontaminate equipment

MT2 Employee Training

Staff Experience and Expertise: MT2 personnel have on average 24 years overall environmental experience including performing lead removal and lead maintenance. This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms.

MT2 field employees maintain the following certifications:

- OSHA 40 Hour HAZWOPER Training, 8-Hour Refresher (29 CFR 1910.120)
- 8 Hour HAZWOPER Supervisor Training
- Lead Standard of the Construction Industry (29 CFR 1926.62)
- Red Cross First Aid Certified
- OSHA Construction Fall Protection
- Lockout/Tag-out Control

Focus on Safety: MT2 is a leader in range safety. We provide consultation and assessment for all environmental and OSHA safety issues. MT2 has never received OSHA or EPA violations. In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods.

See Section 4.1.3 MT2 Key Personnel Roles for corporate and employee certificates.

4.1.2 MT2 Key Experience

Austin Police Department Training Academy; Austin, TX: MT2 is contracted to provide monthly cleaning and lead abatement services at the APD firing range. Services include: thoroughly clean the 178-foot-long range, wall-to-wall, bullet traps, firing lanes, and weapon cleaning rooms/spaces, and the space behind the bullet traps; remove and install replacement filters; remove lead from the dust containment units (DCU); collect spent lead & brass; and dispose & recycle all spent lead and brass.



McAllen Police Department; McAllen, TX: MT2 was contracted to perform lead reclamation and recycling at the granular rubber trap range. MT2 performed a "full pull" removing all granular rubber from the trap for processing. MT2 supplied additional rubber to the trap, as well as applying fire retardant to the rubber during replacement to the trap; extra rubber was staged onsite for future use. MT2 personnel HEPA vacuumed the concrete pad surrounding the bullet trap and raked the grass perimeter to minimize rubber build buildup. MT2 managed the recycling



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

of recovered lead and waste disposal; this included providing the appropriate containers for transportation.

San Antonio Police Department Firing Range Lead Maintenance; San Antonio, TX: MT2 was contracted to provide firing range lead maintenance at the six (6) 10-lane outdoor granular rubber trap ranges at the San Antonio Police Department Training Ranges in San Antonio Texas. Project tasks included: lead bullets/bullet fragments were removed and separated from rubber media within trap/berm; additional rubber media was added, as needed; recovered lead bullets were containerized and shipped to an approved lead recycling facility; waste was properly disposed of offsite and the documentation provided to the PD.

4.1.3 MT2 Key Personnel Roles

Project Manager

Mr. Joseph Doyle will serve as MT2's Project Manager; providing oversight of all MT2 project activities, ensuring schedule and budget milestones are met as well as confirming project Quality Control. Mr. Doyle's responsibilities and duties as Project Manager include the following:

- Coordinating work of subcontractors, if applicable (MT2 does not anticipate utilizing subcontractors for this project)
- Performing contract management and administrative duties necessary to execute work in accordance with the contract documents
- Tracking and controlling schedule and associated costs to achieve completion of project within time and monies allocated
- Ensuring that qualified personnel are available to safely perform the work
 - Reporting to and interfacing with Client about progress and any necessary modifications of plans that are necessary
 - Supervising MT2 Site Supervisor, check on any reported difficulties, and correcting any safety violations or other reported deficiencies

Mr. Doyle has over 19 years' supervisory experience in the construction and environmental remediation industry including:

- Negative pressure enclosure construction and contaminant cleaning, abatement and removal
- Decommission and Demolition of residential/commercial buildings, boilers, piping and tanks
- Chemical and waste identification, DOT packaging, profiling, transportation and disposal.
- Development and interpretation of scale topographic, civil, architectural and mechanical drawings and maps
- Review, interpretation and implementation of federal, state and local laws and regulations.
- Application and acquisition of applicable regulatory permits and licenses required for all phases of projects
- Heavy metals work to include cleaning, encapsulation, excavation, treatment and disposal
- Effective liaison and interaction with work crews, vendors, contractors, regulators, property owners, and clients



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL



Project Superintendents

Charles Fountain, Larry Smith, or Maurice Smith will serve as Project Superintendent and Onsite Safety Officer: duties and responsibilities as Site Supervisor will include the following:

- Managing onsite activities in accordance with the drawings, specifications and contract terms
- Coordinating and directing project activity of MT2 personnel, subcontractors, vendors and suppliers to prevent delay
- Inspecting work in progress to ensure that workmanship conforms to specifications and the adherence to project schedules
- Reporting on project activities to MT2 Project Manager

MT2's Site Superintendent will also serve as our onsite Quality Control (QC) Officer. These QC duties include the following:

- Responsible for observing and complying with all safety and project rules
- Maintain accurate logs; records; including detailed daily report
- Provide submittals in electronic and hard copy format
- Perform inspections and provide solutions for any potential deficiencies

Training certificates for all project personnel will be included in the site-specific Health & Safety Plan (HASP), which is included in the Work Plan.



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**



Get the Lead Out! 888-435-6645 www.MT2.com

Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

5.0 ATTACHMENT C- SUBCONTRACTOR INFORMATION FORM

**SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: IFB No. 19-011 REBID

RESPONDENT'S NAME: Metals Treatment Technologies, LLC **DATE:** 6/26/19

• **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

~~If yes~~ complete the information below

- | | | |
|----|---------------------------------------------|--------------------------------------------------------------------------------|
| 1. | Subcontractor Name | Republic Services |
| | Name of Contact | Mike Mallet |
| | E-Mail Address | mmallet@republicservices.com |
| | Address | 18500 North Allied Way |
| | City, State, Zip Code | Phoenix, AZ 85084 |
| | Telephone Number | (714) 505-5417 Fax Number: (N/A) N/A |
| | Describe work to be performed | Transportation and Disposal, will utilize a Texas landfill |
| | Percentage of contract work to be performed | 10 % |
| 2. | Subcontractor Name | |
| | Name of Contact | |
| | Title of Contact | |
| | E-Mail Address | |
| | Address | |
| | City, State, Zip Code | |
| | Telephone Number | () Fax Number: () |
| | Describe work to be performed | |
| | Percentage of contract work to be performed | % |

- Add additional pages as needed



6.0 MT2 ADDITIONAL PROJECT EXPERIENCE

USCG Galveston Sector Houston Galveston Range Lead Maintenance – Galveston, TX: MT2 was contracted by the US Coast Guard (USCG) to support in the mitigation of potential physical, occupational, and environmental hazards associated with high concentrations of lead in the training range berms; as well as achieving compliance with US EPA and NRA recommended firing range environmental Best Management Practices (BMPs). MT2 performed lead maintenance at the USCG Sector Houston Galveston SAFR: Range #1 Trap containing a bullet trap/berm with rubber media. The range is approximately 80 feet wide by 12 feet high. The major lead maintenance work tasks included 1) Lead bullets and bullet fragments were removed and separated from the rubber media within the trap; 2) Recovered lead bullets/bullet fragments were containerized and shipped to an approved lead recycling facility; and 3) MT2 replaced rubber media and provided additional rubber media as needed to the trap to a uniform depth per manufacturers recommendations.

Tejas Shooting Sports; Odessa, TX: MT2 was contracted to perform lead recovery / recycling and treatment of range waste & disposal as non-hazardous at the 7-lane firing range. MT2 recovered more than 16,000 lbs. of bullet/bullet fragments from the range.

Mission Ridge Range and Academy; San Antonio, TX: MT2 was contracted to perform lead recovery / recycling and treatment of range waste & disposal as non-hazardous at the four (4) bay facility. Lead maintenance at the bullet trap/berm with rubber media including: 1) Lead bullets and bullet fragments were removed and separated from the rubber media within the trap; 2) Recovered lead bullets/bullet fragments were containerized and shipped to an approved lead recycling facility; and 3) MT2 replaced rubber media to a uniform depth per manufacturers recommendations. MT2 has recovered more than 73,000 lbs. of bullet/bullet fragments from the range.



Georgia Bureau of Investigation; Decatur, GA: MT2 was contracted to perform a “full pull” service on the two-lane granular rubber trap range. Additional scope of work items included patching self-healing rubber mats, replacing when necessary; and treatment of waste for disposal as non-hazardous.

Shaw Air Force Base; South Carolina: MT2 was contracted to perform quarterly range cleaning and hazardous waste removal at the 20th Security Forces Squadron Combat Arms Weapons Firing Range at Shaw AFB, SC. Services performed include filter changes, remove/replace drums containing bullet residue from the trap, HEPA vacuuming the lead dust and debris from range floors and back side of the trap, and hazardous waste transportation/disposal.

City and County of Denver; Denver, CO: MT2 is contracted to perform bi-annual trap clean out of City's indoor range. The range is comprised of a rubber backstop bullet containment area and rubber media trap. The rubber is reinstalled, and the impact area groomed according to manufacturer's requirements. MT2 collects the separated bullet/bullet fragments and placed them in 55-gallon drums. Once filled, the drums are appropriately labeled and sealed for transport to a certified lead recycler. Additionally, MT2 performs berm maintenance (raking) every 6-8 weeks, as needed.

Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Pasadena Police Department, Pasadena, CA: The City of Pasadena Police Department operates an indoor shooting range consists of two bays, a 50-yard, two-lane rifle, and a 25-Yard, ten-lane pistol. Both ranges had a history of lead-based ammunition use. In late 2016 MT2 led a team that included the City, the range manufacturer, and other industry experts, to upgrade the range for modern use compliant with California and Federal rules and regulations. The City was faced with the expensive prospect of reconstructing a completely new range to meet their modern needs, as was seeking cost-effective, alternate solutions. Project goals included maximizing air flow through the range through the establishment of "air dams" above the baffles, cleaning the range to mitigate officer and employee exposure to lead dust within the range, and application of an epoxy-based sealant to range floors and walls as an additional measure to facilitate future cleaning and further mitigate risks associated with lead dust on an active firing range. Waste materials disposal utilized MT2's patented and proprietary ECOBOND® Technologies to ensure RCRA non-hazardous disposal of all generated waste, and to significantly reduce project costs. MT2 also provided a Best Management Practices (BMP) and maintenance plan for the city, allowing them to better budget their maintenance program.



Seattle Police Dept. N. Precinct Indoor Training Range Cleaning and Maintenance – Seattle, WA: MT2 completed bullet trap lead removal, recycling of lead bullets/bullet fragments, and removal/ replacement of ballistic granulated rubber media at the Seattle Police Department, North Precinct Police Training Range. MT2's project objectives were to support the Seattle Police Department in mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the range trap; as well as achieving compliance with US EPA and NRA recommended firing range environmental Best Management Practices (BMPs). MT2 range lead maintenance activities included: 1) Separate spent ammunition (lead bullets and bullet fragments) from rubber used in the backstop of the 4-lane firing range, 2) Containerize recovered bullets/bullet fragments for proper recycling, 3) Remove, separate and replace ballistic rubber to the trap to allow for continued use, and 4) Containerize, transport and dispose of wastes created as a result of the operation (e.g. PPE).

Riverside County Sheriff's Office; Riverside, CA: MT2 was contracted for lead & brass mining and recycling services at the Ben Clark Training Center's five (5) bay – 10 lanes each, granular rubber trap range. Additional scope of work items include: removing trash and debris from the rubber; adding clear fire retardant to the rubber; hazardous waste disposal. Service is performed as both "full pull" and "partial pull." Work is performed in compliance with applicable EPA, OSHA, State, Federal and local regulations.



Stockton Police Department; Stockton, CA: MT2 provided personnel and equipment to remove lead bullets and fragments from the rubber backstop berm. MT2 containerized separated lead bullets/bullet fragments and shot in appropriate shipping containers. MT2 labelled the sealed containers for transport. MT2 coordinated the shipping of containerized recovered lead to a licensed lead recycler. All processed material was placed back on the range berm and restored to pre-work conditions. Upon completion of the lead recovery, a general cleanup of the site was performed, trash was disposed of as sanitary waste, equipment that contacted contaminated rubbers was decontaminated prior to release. PPE and other such lead contaminated materials, were placed in appropriately labelled bags and staged onsite until pick-up was completed.

Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

7.0 APPENDIX



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

7.1 Additional Certificates & Licenses

Colorado



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

North Dakota



Connecticut

Dear METALS TREATMENT TECHNOLOGIES LLC,

Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call.

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

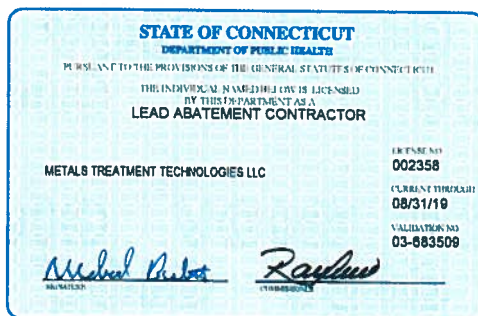
Sincerely,

Raul Pino

RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH



INSTRUCTIONS:
1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for the person who must demonstrate current licensure/certification in order to obtain employment or privileges. The employer's card is to be presented to the employer and kept in their file as part of your personnel file. Check your copy of this card can be requested by you.



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Page 22

Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

Oregon



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-011REBID

Addendum No: 1

Date of Addendum: 6/19/19

This addendum is to answer the following questions to the above referenced solicitation:

I. **Questions:**

- Q1. Referring to Part I, Item 8.H. Evaluation Factors (*proof of lead awareness and abatement training*), and Attachment A- Item 1.6 (*current, dated hazmat or environmental cleaning license*)" are you referring to training as defined in 29 CFR 1910.120? If so, this would be a personal, not corporate, training certificate with the most recent refresher certificate.
- A1. **Proof of personal lead awareness and abatement training for each individual assigned to this contract is required. This will be evaluated.**
- Q2. Please clarify the intent of the Conex box. Is it as a staging site for materials prior to disposal? Please clarify who is responsible for the disposal cost. Should Contractor provide an annual total for the disposal costs or include within each line item based on percentage of quantities generated by each line item?
- A2. **The Vendor is responsible for providing a Conex type container as well as removal and replacement of the container when full of staged materials. Pricing for the container and disposal along with any other overhead/administrative charges not specifically listed on the bid sheet should be calculated into the bid line items.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Oscar Wise, Purchaser
Purchasing Office, 512-218-5456

June 19, 2019

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

ACKNOWLEDGED BY:

James M Barthel, CEO
Name


Authorized Signature

6/25/19
Date

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

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

City of Round Rock, Texas

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


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Metals Treatment Technologies, LLC

By:  _____
Printed Name: James M Barthel
Title: CEO
Date Signed: 11/4/19

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:
2019-556949

Date Filed:
10/30/2019

Date Acknowledged:

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

Metals Treatment Technologies, LLC
Arvada, CO 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
Shooting Range Maintenance, Cleaning and Disposal Services

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

5 Check only if there is NO Interested Party.



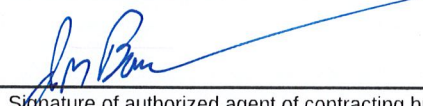
6 UNSWORN DECLARATION

My name is James M Barthel (CEO), and my date of birth is February 1, 1962.

My address is 14045 W 66th Avenue, Arvada, CO, 80004, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Colorado, on the 30 day of October, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with William Chong Tat Bong and Siew Lim to purchase 0.308 acres of right-of-way required for constructions of the proposed Gattis School Road Phase 6 roadway improvement project (Parcel 10).

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$61,704.00

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

Attachments: Resolution, Exhibit A, Map

Department: Transportation Department

Text of Legislative File 2019-0508

As we continue to develop the Gattis School segment 6 project, this ROW is necessary for the project. The property is currently a single family residence with the desire to have the option to convert to a future commercial use. As a result, and in consideration of the full ROW value, we have agreed to construct a commercial driveway, and relocate the access to line up with Lake Forest Dr, as part of the construction.

Staff recommends approval.

Cost: \$61,704

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

RESOLUTION NO. R-2019-0508

WHEREAS, the City of Round Rock (“City”) desires to purchase a 0.308-acre right of way required for construction of the proposed Gattis School Road Phase 6 roadway improvement Project (Parcel 10); and

WHEREAS, William Chong Tat Bong and Siew Lim, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

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

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

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

RESOLVED this 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between WILLIAM CHONG TAT BONG and SIEW LIM, Joint Tenants, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.308 acre (13,410 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 10);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of SIXTY-ONE THOUSAND SEVEN HUNDRED FOUR and 00/100 Dollars (\$61,704.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Driveway Realignment and Reconstruction. As additional consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that at its sole expense and as part of the construction of the proposed Gattis School Road widening improvements on the Property it shall cause the driveway access from Gattis School Road to Purchaser's remaining property to be relocated and reconstructed between the edge of the proposed roadway pavement and the edge of the new right of way parcel, in substantial compliance with the plan, design, location and specifications as shown in Exhibit "B" attached hereto and incorporated herein, and shall otherwise comply with any code requirements or specifications of the City of Round Rock for approved commercial or office uses of the remaining Property.

Seller shall be responsible for the cost and construction of any portion of the driveway as shown in Exhibit "B" which is beyond the new right of way line created by the purchase of the Property conveyed herein, and such construction shall be completed in accordance with the design and specifications as shown in the attached plan, or shall otherwise comply with any applicable code requirements or specifications of the City of Round Rock for the uses to which the remaining property is put.

Purchaser agrees that it shall not remove the currently existing driveway access to the remaining property of Seller prior to the expiration of ninety (90) days after completion of the construction of its portion of the realigned driveway as set out herein in order to allow Seller sufficient time to construct its portion of the realigned access driveway. Unless this period is extended in writing by Purchaser, the existing driveway access connection to the remaining property of seller may be removed by the City or its contractors at any time after its expiration.

By execution of this Contract the Seller agrees to allow Purchaser, its agents and Project contractors to temporarily enter the remaining property of Seller for the sole purpose and only in the limited area as is reasonably necessary to carry out the obligations of this paragraph.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

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

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

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:


William Chong Tat Bong, Joint Tenant

Date: 11/25/2019

Address: 2400 Silent Brook Trail
Round Rock, TX 78665


Siew Lim, Joint Tenant

Date: 11/25/2019

Address: 2400 Silent Brook Trl
Round Rock, TX 78665

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 10
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF A 0.308 ACRE (13,410 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.46 ACRE FINAL PLAT PULLIAM SHIRE, A SUBDIVISION OF RECORD IN CABINET X, SLIDES 64-65 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO WAYNE PULLIAM AND WIFE, MARILYN PULLIAM RECORDED IN DOCUMENT NO. 9859497 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.308 ACRE (13,410 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 384.13 feet right of proposed Gattis School Road Baseline Station 160+93.94, being the southeasterly corner of said Final Plat Pulliam Shire, same being in the westerly boundary line of that called 2.39 acre Lot 1, Block A, FBC Addition, a subdivision of record in Cabinet W, Slide 116-117 of the Plat Records of Williamson County, Texas, also being the most northerly northeasterly corner of Lot 18, Block "A", High Country, Section One, a subdivision of record in Cabinet J, Slide 29-31 of the Plat Records of Williamson County, Texas;

THENCE, with the common boundary line of said Pulliam Shire subdivision and said FBC Addition, N 17°09'50" W, for a distance of 292.76 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10154879.67, E=3151214.92 TxSPC Zone 4203) set 91.60 feet right of proposed Gattis School Road Baseline Station 160+82.45 in the proposed southerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said FBC Addition, through the interior of said Pulliam Shire, with said proposed southerly ROW line, the following three (3) courses:

- 1) **S 75°13'03" W**, for a distance of **294.92** feet to an iron rod with aluminum cap stamped "ROW 4933" set 90.92 feet right of proposed Gattis School Road Baseline Station 157+87.53, being in the easterly boundary line of the remainder of 0.064 acre easement tract described in Easement for Equipment Station to Southwestern Bell Telephone Company recorded in Volume 1688, Pg. 245 of the Official Records of Williamson County, Texas, for an ell corner herein;
- 2) With said easterly easement line, **S 17°34'47" E**, for a distance of **8.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 99.24 feet right of proposed Gattis School Road Baseline Station 157+87.92, being the southeasterly corner of said remainder of 0.064 acre easement tract for an ell corner herein;
- 3) With the southerly boundary line of said easement tract, **S 72°25'13" W**, for a distance of **25.15** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.40 feet right of proposed Gattis School Road Baseline Station 157+62.80, being in the westerly boundary line of said Pulliam Shire, same being the easterly boundary line of Lot 8, Block "A" (3.90 acre Park) of Bradford Park Section Two, Phase Three, a subdivision of record in Cabinet O, Slide 295-296 of the Plat Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE, departing said proposed southerly ROW line, with the common boundary line of said Pulliam Shire and said Lot 8, Block "A", through the interior of said remainder of 0.064 acre easement tract, the following two (2) courses:

- 4) Along a curve to the left, having a delta angle of $12^{\circ}21'17''$, a radius of 198.27 feet, an arc length of 42.75 feet and a chord which bears $N 10^{\circ}59'25'' W$, for a distance of 42.67 feet to a 1/2" iron rod with plastic cap stamped "RPLS 2218" found for a point of non-tangency;
- 5) $N 20^{\circ}56'26'' W$, for a distance of 1.95 feet to the calculated northwesterly corner of said Pulliam Shire, same being the northeasterly corner of said Lot 8, Block "A" in the existing southerly ROW line of Gattis School Road (ROW width varies), for the northwesterly corner of the herein described tract, and from which, a 1/2" iron rod with plastic cap stamped "Forest-1847" found bears $N 20^{\circ}56'26'' W$, at a distance of 1.78 feet;
- 6) THENCE, departing said Lot 8, Block "A", with said existing southerly ROW line, same being the northerly boundary line of said Pulliam Shire, $N 72^{\circ}45'33'' E$, at a distance of 20.37 feet, pass the northeasterly corner of said remainder of 0.064 acre easement tract, and continuing for a total distance of 315.29 feet to a 1/2" iron rod found, being the northeasterly corner of said Pulliam Shire, same being the northwesterly corner of said FBC Addition, for the northeasterly corner of the herein described tract, and from which, a 1/2" iron rod found, being a point of curvature in said existing southerly ROW line bears $N 72^{\circ}26'30'' E$, at a distance of 8.43 feet;
- 7) THENCE, with the common boundary line of said Pulliam Shire and said FBC Addition, $S 17^{\circ}09'50'' E$, for a distance of 48.53 feet to the **POINT OF BEGINNING**, containing 0.308 acre (13,410 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

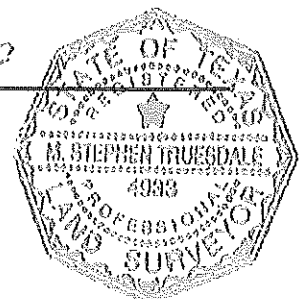
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

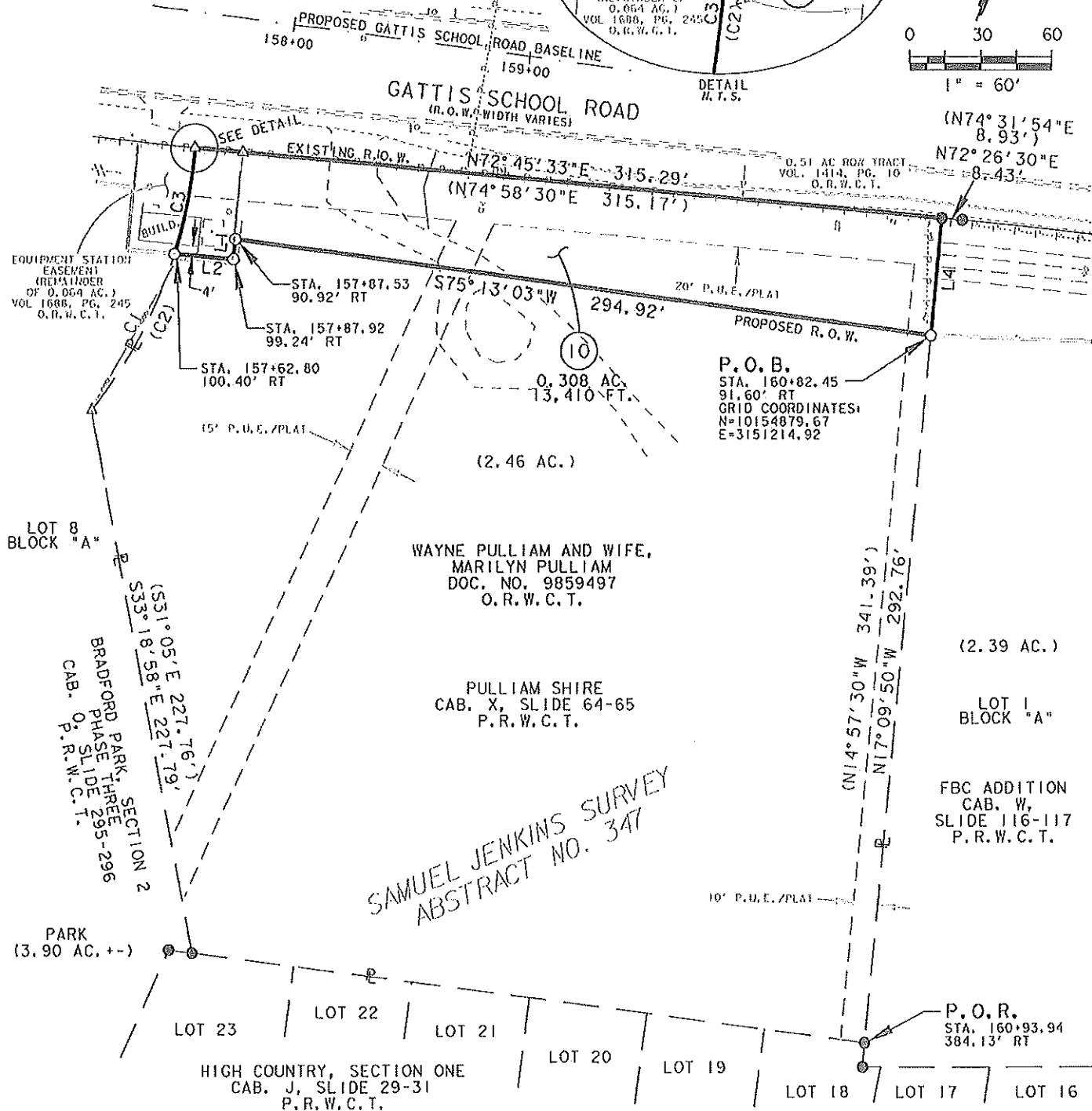
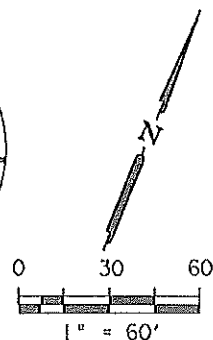
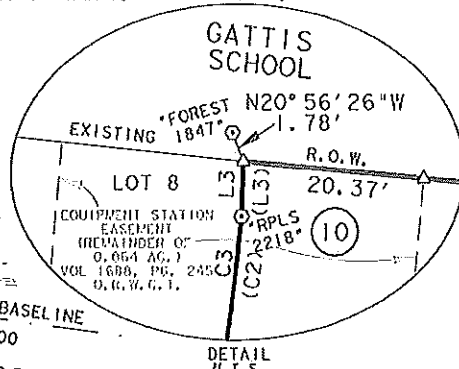
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DIRECTION	DISTANCE
L1	S17°34'47"E	8.33'
L2	S72°25'13"W	25.15'
L3	N20°56'26"W	1.95'
(L3)	(N16°10'00"W)	(2.01')
L4	S17°09'50"E	48.53'



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

PARCEL PLAT SHOWING PROPERTY OF
WAYNE PULLIAM AND WIFE,
MARILYN PULLIAM

PARCEL 10

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL

COUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/24/18
PAGE 4 OF 4

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	∩ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	21° 16' 53"	198.27'	73.64'	73.22'	S05° 49' 41"W
(C2)		(198.27')	(116.48')	(114.81')	(N01° 51'E)
C3	12° 21' 17"	198.27'	42.75'	42.67'	N10° 59' 25"W

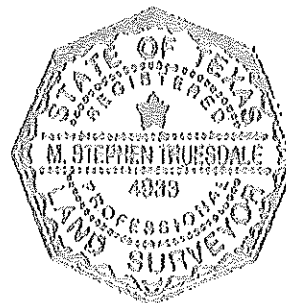
1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

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

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 MAR 2018

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.308	13,410
CALC/DEED AREA	2.46	107,158
REMAINDER AREA	2.152	93,748

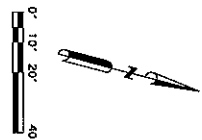


PARCEL PLAT SHOWING PROPERTY OF
WAYNE PULLIAM AND WIFE,
MARILYN PULLIAM

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

PARCEL 10

60%




		BGE Natural Gas 10000 North Branch Blvd., Suite 400 Austin, TX 78728 Tel. 512-293-9400 • www.bge.com 11/15/2011 10:00 AM	
<h1 style="text-align: center;">GATTIS SCHOOL ROAD</h1> <h2 style="text-align: center;">DRIVEWAY</h2> <h3 style="text-align: center;">EXHIBIT</h3>			
DESIGNED BY:	ER	SHEET 1 OF 1	
DRAWN BY:	NL		
CHECKED BY:	AG		
APPROVED BY:	AG		
1			

EXHIBIT "C"

Parcel 10

DEED

Gattis School Road Ph. 6 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.308 acre (13,410 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 10)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 25th day of November, 2019.

[signature pages follow]

GRANTOR:



Siew Lim, Joint Tenant

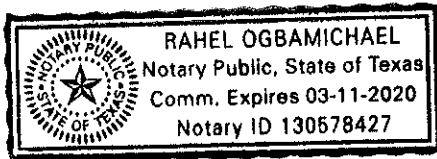
ACKNOWLEDGMENT

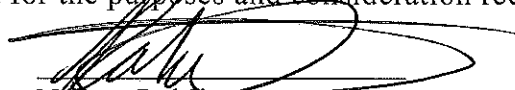
STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of November, 2019 by Siew Lim, in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

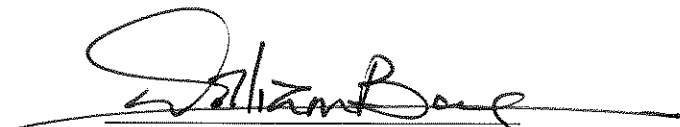
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

GRANTOR:


William Chong Tat Bong, Joint Tenant

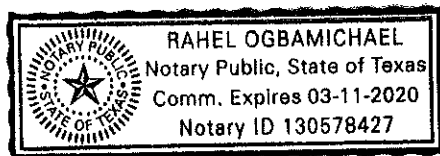
ACKNOWLEDGMENT

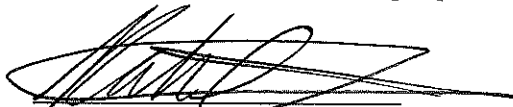
STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of November, 2019 by William Chong Tat Bong, in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

LAKE FOREST DRIVE

FERNSPRING DRIVE

12

PART 1

COMMUNITY HOMEOWNERS
ASSOCIATION OF LAKE FOREST, INC.
(SECOND TRACT)
DOC. NO. 2001091900
O.P.R.W.C.T.

0.112 AC.

11

0.260 AC.

10

0.308 AC.

FAITH BAPTIST CHURCH OF
ROUND ROCK, TEXAS
(2.39 AC.)
DOC. NO. 2001088258
O.P.R.W.C.T.
LOT 1, BLOCK A
FBC ADDITION
CAB. W, SLIDE 116-117
P.R.W.C.T.

WAYNE PULLIAM AND WIFE,
BONG PULLIAM
59497
O.R.W.C.T.
PULLIAM SHIRE
CAB. X, SLIDE 64-65
P.R.W.C.T.

8

1.338 AC.

9

0.126 AC.

T ROW

CITY OF ROUND ROCK
BRADFORD PARK, SECTION 2
PHASE THREE
CAB. O, SLIDE 295-296
P.R.W.C.T.
DOC. NO. 2001045062
O.P.R.W.C.T.

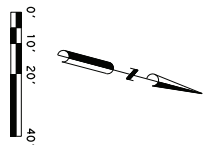
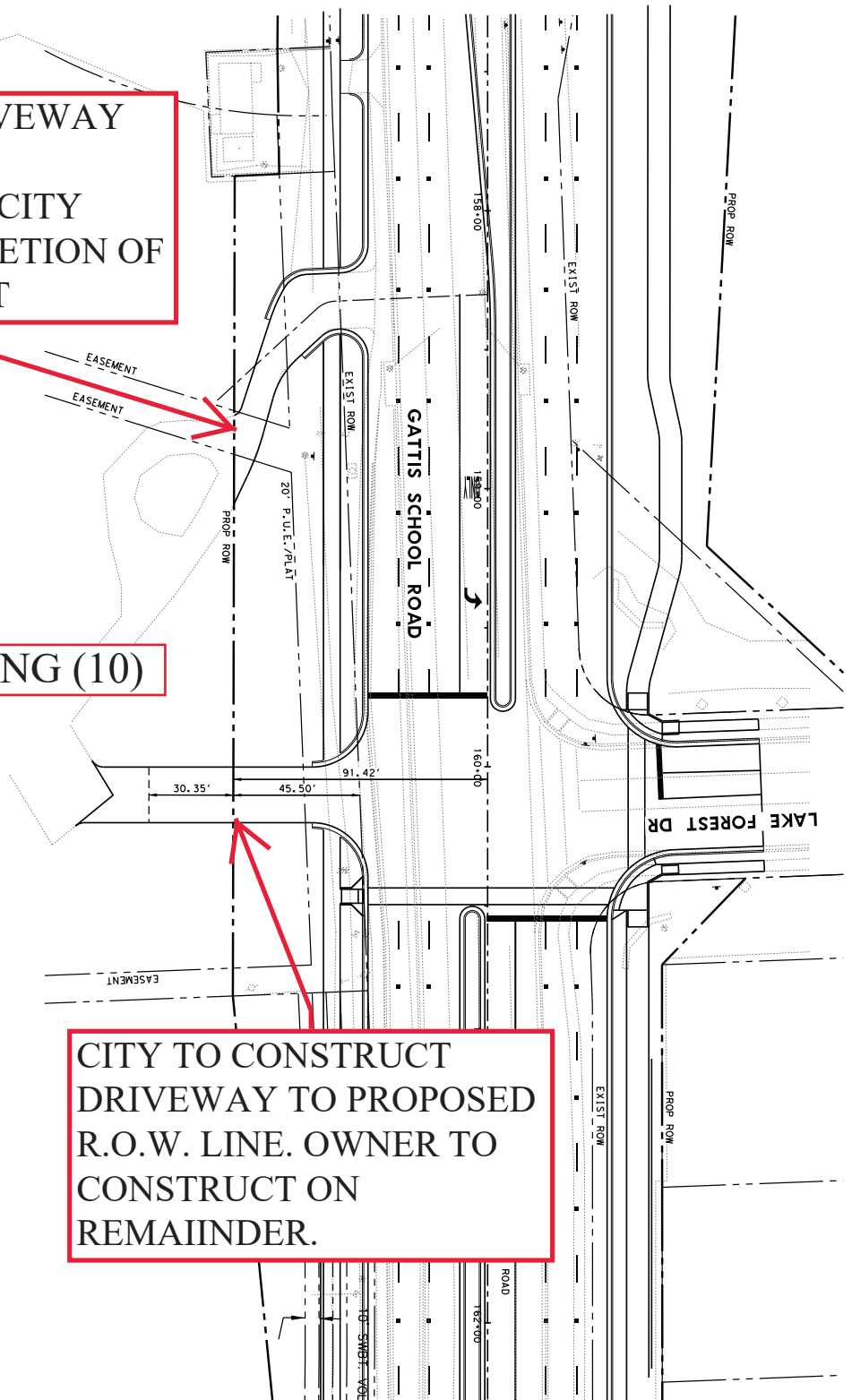
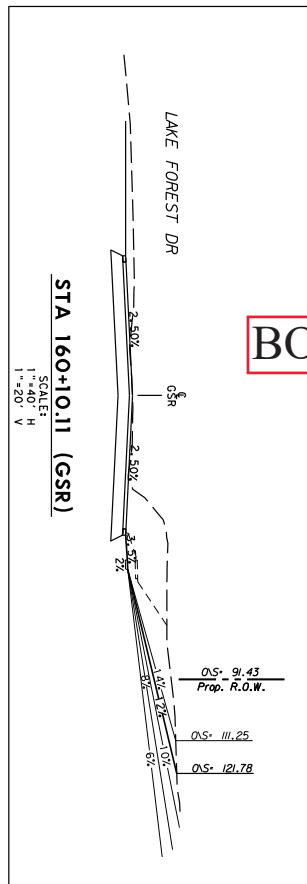
EXHIBIT "B"

FILE:V:\01Projects\City_RoundRock\3908-00_Gattis School Rd\03_CADD\Exhibits\GSR_Driveway at Lake Forest.dgn
DATE:9/23/2019 2:17:53 PM USER:Gattis School PENTABLE: #PENTBLS# PLOTDRIVER: pdf.pltcfq 60%

EXISTING DRIVEWAY
ACCESS TO BE
REMOVED BY CITY
AFTER COMPLETION OF
REALIGNMENT

BONG (10)

CITY TO CONSTRUCT
DRIVEWAY TO PROPOSED
R.O.W. LINE. OWNER TO
CONSTRUCT ON
REMAINDER.



PRELIMINARY
SUBMITTED FOR INTERIM REVIEW
Under the authority of:
ARNOLD GONZALES, JR., PE No 98234
DATE: 9/23/2019, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

9/23/2019

NO.	DATE	REVISION	APPROVED



BGE Inc.
7415 Lyndon Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
Tire Registration No. C-1045

GATTIS SCHOOL ROAD
DRIVEWAY
EXHIBIT

DESIGNED BY:	ER	SHEET 1 OF 1
DRAWN BY:	NL	
CHECKED BY:		
APPROVED BY:	AG	1



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Texas Elevator, LLC for elevator maintenance and repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$375,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2019-0500

A solicitation was advertised and posted for Elevator Maintenance and a total of five (5) vendor responses were received. It has been determined that Central Texas Elevator, LLC offer was the best value to the City for Elevator Maintenance and Repair Services.

Cost: \$375,000.00 for the cost of the (5) year agreement

Source of Funds: General Fund

RESOLUTION NO. R-2019-0500

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase elevator maintenance and repair services, and related goods and services; and

WHEREAS, Section 252.043(a) of the Texas Local Government Code allows a city to award a contract to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, the City has determined that Central Texas Elevator, LLC will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Central Texas Elevator, LLC, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Elevator Maintenance and Repair Services with Central Texas Elevator, LLC, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES
WITH
CENTRAL TEXAS ELEVATOR, LLC**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for purchase of elevator maintenance and repair services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and CENTRAL TEXAS ELEVATOR, LLC, whose offices are located at 123 Bob's Trail, Bastrop, Texas 78602 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase elevator and repair maintenance services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said services; and

WHEREAS, Section 252.043 of the Texas Local Government Code provides that a contract must be awarded to the lowest responsible bidder or to the bidder who provide goods or services at the best value for the city; and

WHEREAS, City has determined that the bid submitted by Services Provider provides the best value for the City of Round Rock, Texas; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-030 dated July 2019 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Services Provider** means Central Texas Elevator, LLC, its successor or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 19-030 dated July 2019). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year** for a total not-to-exceed amount of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not

apply to payments made by City in the event:

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth Part II of IFB No. 19-030 and on the City's website at:

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

14.01 CITY'S REPRESENTATIVES

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

Chad McDowell
Director of General Services
212 Commerce Cove
Round Rock, Texas 78665
512-341-3191
cmcdowell@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

17.01 TERMINATION AND SUSPENSION

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

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

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.01 ASSIGNMENT AND DELEGATION

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

other party.

21.01 NOTICES

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

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

Notice to Services Provider:

Central Texas Elevator, LLC
123 Bob's Trail
Bastrop, Texas 78602

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any

arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Central Texas Elevator, LLC

By: William Housey
Printed Name: William Housey
Title: office manager
Date Signed: 11-8-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

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 Bruce Germer Insurance Agency 1109 S Main St - Ste B Lockhart TX 78644		CONTACT NAME: Miranda Shafer PHONE (A/C, No, Ext): (936) 827-1900 FAX (A/C, No): E-MAIL ADDRESS: miranda@brucegermerinsurance.com	
INSURED Central Texas Elevator, LLC PO Box 2155 Bastrop TX 78602		INSURER(S) AFFORDING COVERAGE INSURER A: AMGUARD INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42390	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CEAU949964	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2018 CHEV MALIBU LS (1G1ZB5ST2JF175010)
2017 CHEV SILV C2500HD (1GB0CUEG3HZ254303)
2016 RAM PROMASTER CITY SLT (2FBERFRT1G6A97991)
2018 RAM 3500 ST (3C63RRAL4JG251656)
2017 RAM 2500 ST (3C6JUR5CL4HG662754)
2010 BIG TEX 18FT TRLR (16VXCX1825A2F47974)
2015 GMC SIER 3500 SLE (1GT422C88FF197448)

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock

221 E Main St

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

Miranda Shafer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

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 Hub International Northeast Limited One Bridge Plaza North Suite 445 Fort Lee NJ 07024	CONTACT NAME: Ashley Pernice PHONE (A/C, No, Ext): (201) 585-6500 FAX (A/C, No): (201) 585-6590 E-MAIL ADDRESS:														
INSURED CENTTEX-12 Central Texas Elevator LLC P.O. Box 2155 Bastrop TX 78602	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Illinois National Insurance Company</td><td>23817</td></tr><tr><td>INSURER B : Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C : National Liability & Fire Insurance Company</td><td>20052</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois National Insurance Company	23817	INSURER B : Great American Insurance Company	16691	INSURER C : National Liability & Fire Insurance Company	20052	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 244512005**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLP132465002	5/24/2019	5/24/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>MAX ANN AGGREGATE</td><td>\$ 10,000,000</td></tr></table>	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	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	MAX ANN AGGREGATE	\$ 10,000,000
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	\$ 4,000,000																			
PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
MAX ANN AGGREGATE	\$ 10,000,000																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
C	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 <input type="checkbox"/> N/A		V9WC005696	5/24/2019	5/24/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																				
E L EACH ACCIDENT	\$ 1,000,000																			
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E L DISEASE - POLICY LIMIT	\$ 1,000,000																			
A	PROFESSIONAL LIABILITY		13469538	5/24/2019	5/24/2020	<table border="1"><tr><td>LIMIT RETENTION:</td><td>1,000,000 5,000</td></tr></table>	LIMIT RETENTION:	1,000,000 5,000												
LIMIT RETENTION:	1,000,000 5,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
221 East Main Street
Round Rock, Texas 78664-5299

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

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BID TABULATION				VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
IFB No: 19-030				Schindler Elevator Corp 2020 Centimeter Circle Austin, TX 78758-4956 Andrew Ludwig 512-516-7084 andrew.ludwig@schindler.com		Central Texas Elevator, LLC 123 Bob's Trail Bastrop, TX 78602 William Housey 512-308-2461 william@centraltexaselevator.com		EMR Elevator, Inc. 9705 Burnet Road, Suite 409 Austin, TX 78758 Hope L. Evans 817-701-2400 Hope.evans@emrelevator.com		Thyssenkrupp Elevator Corporation 3615 Willow Springs Rd Austin, TX 78704 Judy Chun 512-447-9511 judy.chun@thyssenkrupp.com		Tejas Elevator Company 4424-D Brandt Road Austin, TX 78744 Courtney Niemtschk 512-280-9294 courtney@tejaselevator.com	
BID OPENING DATE & TIME: 8/14/2019 @ 3:00 PM													
DESCRIPTION: Elevator Maintenance and Repairs													
Item #	Bid Item(s) Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Monthly Preventative Maintenance performed during standard work hours													
1	Preventative Maintenance	12	ea	\$ 2,040.00	\$ 24,480.00	\$ 1,800.00	\$ 21,600.00	\$ 1,740.00	\$ 20,880.00	\$ 180.00	\$ 2,160.00	\$ 2,180.00	\$ 26,160.00
Repairs during standard work hours													
2	Service Technician	300	Hourly	\$ 185.00	\$ 55,500.00	\$ 150.00	\$ 45,000.00	\$ 189.00	\$ 56,700.00	\$ 277.90	\$ 83,370.00	\$ 205.00	\$ 61,500.00
3	Elevator Apprentice	110	Hourly	\$ 150.00	\$ 16,500.00	\$ 150.00	\$ 16,500.00	\$ 132.00	\$ 14,520.00	\$ 0.00	\$ 0.00	\$ 150.00	\$ 16,500.00
4	Elevator Helper	110	Hourly	\$ 0.00	\$ 0.00	\$ 150.00	\$ 16,500.00	\$ 132.00	\$ 14,520.00	\$ 222.32	\$ 24,455.20	\$ 150.00	\$ 16,500.00
Emergencies/Repairs/Maintenance outside of standard work hours													
5	Service Technician	25	Hourly	\$ 270.00	\$ 6,750.00	\$ 255.00	\$ 6,375.00	\$ 321.00	\$ 8,025.00	\$ 555.80	\$ 13,895.00	\$ 410.00	\$ 10,250.00
6	Elevator Apprentice	25	Hourly	\$ 225.00	\$ 5,625.00	\$ 255.00	\$ 6,375.00	\$ 224.00	\$ 5,600.00	\$ 0.00	\$ 0.00	\$ 200.00	\$ 5,000.00
7	Elevator Helper	25	Hourly	\$ 0.00	\$ 0.00	\$ 255.00	\$ 6,375.00	\$ 224.00	\$ 5,600.00	\$ 444.64	\$ 11,116.00	\$ 200.00	\$ 5,000.00
	Annual Total												
					\$ 108,855.00		\$ 118,725.00		\$ 125,845.00		\$ 134,996.20		\$ 140,910.00
FOR INFORMATION ONLY- The information provided below will become part of the contract but will not be evaluated for cost.													
Replacement Parts and Materials (Shall not exceed 20%)													
	Percent over Cost:	19.00%				12.00%		20.00%		20.00%		10.00%	
		VENDOR #1				VENDOR #2		VENDOR #3		VENDOR #4		Vendor #5	
	Cost - 60% Points	60				55		52		48		46	
	Attachment D Questionaire - 40% Points												
	*10 Points - Description of emergency and after-hours response	5				9		6		5		8	
	*10 Points - Employee training and Development	5				9		6		10		6	
	*5 Points - Vehide and Equipment	3				3		3		3		1	
	*15 points - Company and Individual Experience	15				14		7		13		15	
	Total Score	88				90		74		79		76	

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.

Central Texas Elevator, LLC
Bastrop, TX United States

Certificate Number:
2019-559703

Date Filed:
11/08/2019

Date Acknowledged:

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

City of Round Rock

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

000000
Elevator maintenance, repair, monitoring

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Leighton, Beverly	Bastrop, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is William Housey, and my date of birth is 04/11/1974

My address is 435 Tahitian Drive, Bastrop, Texas, 78602, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bastrop County, State of Texas, on the 8 day of November, 2019.
(month) (year)

William P. Housey III

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Metro Fire Apparatus Specialists, Inc. for the purchase of fire equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$114,570.00

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2019-0501

With this purchase order, Fleet Department will make a one-time purchase with Metro Fire Apparatus Specialists for the purchase of Holmatro Fire Equipment needed to support City operations. All the equipment that we are replacing is over 15 years old. We want to be pro-active and replace the equipment before we have any malfunctioning equipment in the field that could cause a delay in a rescue. We are replacing 4 complete sets which includes the power unit, spreaders, a long ram, and a short ram. We also needed to replace 1 cutter, and 2 rolls of hydraulic hose.

Cost: \$114,570.00

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2019-0501

WHEREAS, the City of Round Rock (“City”) desires to purchase fire equipment to support City operations; 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, Metro Fire Apparatus Specialists, Inc. is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Metro Fire Apparatus Specialists, Inc. to purchase said goods 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 Metro Fire Apparatus Specialists, Inc. for the purchase of fire equipment to support City operations.

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 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

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

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

Number

147323-0

Quote Date

11/14/2019

Page

1

Bill to: ROUND ROCK CITY OF
ACCOUNTS PAYABLE
221 EAST MAIN STREET
ROUND ROCK, TX 78664

Ship to: ROUND ROCK CITY OF
FIRE FLEET MAINTENANCE FACILIT
3300 GATTIS SCHOOL RD
ROUND ROCK, TX 78664

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
ROU001	SCOTT PARKER	JAMES GIRVAN		
Entered By	FOB	Ship Via	Terms	
JIMMY GIRVAN	DESTINATION	BEST WAY	NET 20 DAYS	
Customer/Order Instructions				

PRICING PER BUY BOARD CONTRACT 524-17

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
4	4	0	EA	HOL-158.152.178	SR 20 GAS POWERED CORE PUMP COMPACT, CORE SR20PC2	8039.00	32156.00
1	1	0	EA	HOL-158.012.161	CU 5060i CUTTER CORE	6874.00	6874.00
4	4	0	EA	HOL-158.012.167	SP 5260 SPREADER CORE	7881.00	31524.00
4	4	0	EA	HOL-158.032.030	TR 5340 LP SHORT TELESCOPIC RAM WITH LASER	4407.00	17628.00
4	4	0	EA	HOL-158.032.031	TR 5350 LP TELESCOPIC RAM	5271.00	21084.00
3	3	0	EA	HOL-158.572.125	HOSE CORE 32' ORANGE	884.00	2652.00
3	3	0	EA	HOL-158.572.128	HOSE CORE 32' BLUE	884.00	2652.00

SubTotal

114,570.00

Total

114,570.00

QUOTE GOOD FOR 45 DAYS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-562251

Date Filed:
11/18/2019

Date Acknowledged:

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

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

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
Replacement sets of Holmatro hydraulic tools.

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

5 Check only if there is NO Interested Party. ☐


6 UNSWORN DECLARATION

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

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

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

Executed in HARRIS County, State of TX, on the 18 day of Nov, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to RDO Equipment Co. for the purchase of two (2) John Deere 324L Backhoe Loaders.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$256,706.00

Indexes: General & Utility Funds

Attachments: Resolution, Quotes, Form 1295

Department: General Services Department

Text of Legislative File 2019-0502

We are replacing a 324H loader that used to be in Waterline Maintenance Department, this equipment was taken out of service last year due to a costly (\$30,000) repair on the rear axle.

We are also replacing a 544H loader for the Street Maintenance Department due to the age of the equipment, this loader is almost 20 years old and parts are starting to be hard to find.

Cost: \$256,708.00

Source of Funds: General Self-Financed Purchases and Utility Fund

RESOLUTION NO. R-2019-0502

WHEREAS, the City of Round Rock (“City”) desires to purchase two (2) John Deer 324L Backhoe Loaders; and

WHEREAS, City is a member of the Sourcewell Cooperative (f/k/a National Joint Powers Alliance), a cooperative purchasing program; and

WHEREAS, John Deere is an approved vendor of the Sourcewell Cooperative; and

WHEREAS, the City wishes to issue a purchase order to John Deere to purchase said goods through Sourcewell Cooperative, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to John Deere for the purchase two (2) John Deer 324L Backhoe Loaders.

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 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**JOHN DEERE**

Investment Proposal (Quote)

RDO Equipment Co.
 16415 N IH-35
 Pflugerville TX, 78660
 Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
 CITY OF ROUND ROCK
 ATTN ACCOUNTS PAYABL
 221 E MAIN ST
 ROUND ROCK, TX, 786645299
 WILLIAMSON

Investment Proposal Date: 8/28/2019
Pricing Valid Until: 11/30/2019
Deal Number: 1154610
Customer Account#: 5567005
Sales Professional: Tim Schuelke
Phone: (512) 272-4141
Fax:
Email: TSchuelke@rdoequipment.com

Comments

SOURCEWELL PRICING: JOHN DEERE SOURCEWELL CONTRACT # 032515-JDC/
 CITY OF ROUNDROCK SOURCEWELL I.D # 96079

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2019 JOHN DEERE 324L	\$121,644.00
			Freight in FACTORY FREIGHT	\$3,074.00
			Prep / Reconditioning PRE DELIVERY SET UP	\$1,197.00
			Freight Out DELIVERY FREIGHT	\$300.00
			Other 29% SOURCEWELL DISCOUNT	(\$35,276.00)
			Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200	\$1,075.00
Equipment Subtotal:				\$92,014.00

Purchase Order Totals

Balance: \$92,014.00
Tax Rate 3: (0%) \$0.00
Sales Tax Total: \$0.00
Sub Total: \$92,014.00
Cash with Order: \$0.00
Balance Due: **\$92,014.00**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 324L	0AG0T 324L BASE LOADER 0924 EPA FT4 ENGINE 2010 CPLR READY STD Z-BAR LINKAGE 2210 STD CLOTH SEAT MID-BACK MEC 2410 STANDARD CONTROL PACKAGE 2840 3 SPOOL VALVE W/FNR CONTROL 3010 WITH RIDE CONTROL 4020 405/70R18 EM FIRESTONE 7120 HALOGEN WORK LIGHTS 8560 ISO COUPLR+1.1M3 BCKT W/BOC



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
16415 N IH-35
Pflugerville TX , 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
CITY OF ROUND ROCK
ATTN ACCOUNTS PAYABL
221 E MAIN ST
ROUND ROCK, TX, 786645299
WILLIAMSON

Investment Proposal Date: 8/28/2019
Pricing Valid Until: 11/30/2019
Deal Number: 1232008
Customer Account#: 5567005
Sales Professional: Tim Schuelke
Phone: (512) 272-4141
Fax:
Email: TSchuelke@rdoequipment.com

Comments

SOURCEWELL PRICING: JOHN DEERE SOURCEWELL CONTRACT # 032515-JDC/
CITY OF ROUNDROCK SOURCEWELL I.D # 96079

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD TBD	0	New 2019 JOHN DEERE 544L	\$251,665.00	\$252,015.00
			Other 38% SOURCEWELL DISCOUNT		(\$95,633.00)
			Freight in		\$4,980.00
			Prep / Reconditioning PDI		\$1,420.00
			Other HYD COUPLERS FOR 4 IN 1 BKT		\$386.00
			Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200		\$1,526.00
Equipment Subtotal:					\$164,694.00

Purchase Order Totals

Balance: \$164,694.00
Tax Rate 3: (0%) \$0.00
Sales Tax Total: \$0.00
Sub Total: \$164,694.00
Cash with Order: \$0.00
Balance Due: **\$164,694.00**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 544L	7580DW 544L WHEEL LOADER 0924 JD POWERTECH ENGINE 1010 STANDARD WHEEL LOADER 1110 5 SP POWERSHIFT TRANSMISSION 1210 100 AMP ALTERNATOR 1310 FLAT BLACK CURVED STACK 1410 STANDARD ENGINE AIR INTAKE 1510 STANDARD HYDRAULIC FAN 1610 FUEL TANK W STD FILTER 170C JD LINK ULT 5 YEAR SERVICE 1905 STANDARD CAB 1940 7 INCH DISPLAY MONITOR 1970 HYDRAU HYDRAULIC FLUID 2010 STANDARD ZBAR 2120 STEERING WHEEL ONLY 2220 DELUXE SEAT, CLOTH 2360 JOYSTICK CONTROLS 2403 THREE FUNCTION HYDRAULICS 2510 RIDE CONTROL 2605 ENGLISH DECALS & MANUALS 2708 8 AMP CONVERTER 2890 NO PAYLOAD SCALE 3046 AXLE, STD REAR & HYD FRONT 3120 MANUAL DIFFERENTIAL LOCK 4934 20.5R25 1* L3 NBP RADIAL 3PC 5530 STANDARD FRONT FENDERS 5610 LEFT SIDE STEPS ONLY 5840 NO FORK FRAME 5940 NO TINES 7120 HALOGEN WORK & DRIVE LIGHTS 8220 REAR HITCH & COUNTERWEIGHT 8240 REAR CAMERA ONLY 8298 NO STROBE BEACON OR BRACKET 8310 EXTERIOR MIRRORS - STANDARD 8360 RADIO - STANDARD 8450 AC CHARGE 8560 HYD COUPLER-JRB 416 PATTERN 8860 CUTTING EDGE BOLT ON - LONG 8915 BUCKET - 3.25 CU YD COUPLER 9043 ENVIRONMENTAL DRAIN & PORTS 9410 GUARDS-TRANSMISSION & BOTTOM 9709 NBP 20.5R25 1* L3 RADIAL 3PC

1 of 1

Version V1.1.3a6aaf7d



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Chad McDowell, General Services Director

Cost: \$1,116,042.90

Indexes: General Self-Financed Purchases; Drainage Fund

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2019-0503

With this purchase order we are replacing (10) police patrol vehicles through the replacement program along with (2) total loss Patrol vehicles that were involved in an accident. This purchase order also includes (12) other replacement vehicles for Planning, Inspections, Transportation, Utilities and Pard. There is also (1) additional new program vehicle added for a drainage supervisor. Total number of vehicles being purchased will be (25).

Cost: \$1,116,042.90

Source of Funds: General Self-Financed Purchases, Drainage Fund

RESOLUTION NO. R-2019-0503

WHEREAS, the City of Round Rock (“City”) desires to purchase 25 City vehicles; and

WHEREAS, City is a member of the GoodBuy Purchasing Cooperative, a cooperative purchasing program; and

WHEREAS, Silsbee Ford is an approved vendor of the GoodBuy Purchasing Cooperative; and

WHEREAS, the City wishes to issue a purchase order to Silsbee Ford for the purchase of City vehicles, 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 Silsbee Ford for the purchase of 25 City vehicles.

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 19th day of December, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



PRODUCT PRICING SUMMARY

GOODBUY 19 - 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email: _____

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD INTERCEPTOR UTILITY AWD

Date: October 28, 2019

A. Bid Item: _____ **A. Base Price:** \$ 34,964.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
99B	3.3L V6 DISCOUNT	\$ (3,318.00)		EXT BLACK	
17A	REAR A/C	\$ 610.00		INT CLOTH BUCKETS/REAR VINYL	
51S	DUAL LED SPOTLIGHTS	\$ 620.00		SYNC (HAND FREE)	
60A	GRILL WIRING	\$ 50.00		4 KEYS	
86T	RR TAILLAMP HSG.	\$ 60.00		CRUISE	
55F	KEYLESS ENTRY	\$ 340.00		SYNC (HAND FREE)	
	PRE DRILLED HEADLAMP HOUSING				
	POWER WINDOWS/LOCKS				
	AM/FM/CD/				
	REAR CAMERA				

Total of B. Published Options: \$ (1,638.00)

Published Option Discount (5%): \$ (84.00)

C. Additional Options [not to exceed 25%]

\$= 0.8 %

Options	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.75		
INSTALL RADIO	\$ 112.00		

Total of C. Unpublished Options: \$ 278.75

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: EMERGENCY EQUIPMENT \$ 14,914.65

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 48,435.40

I. Quantity Ordered 2 **x K =** \$ 96,870.80

J. Trade in: _____ \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 97,170.80



PRODUCT PRICING SUMMARY

GOODBUY 19 - 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email: _____

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD F-250 REG CAB

Date: October 23, 2019

A. Bid Item: _____

A. Base Price: \$ 23,385.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT. CAB/ 4X4 UPGRADE	\$ 5,625.00			
	BLUE TOOTH				
	POWER WINDOWS/LOCKS	\$ 915.00			
	RUNNING BOARDS	\$ 445.00			
	6.2L V8				
	6-SPD. AUTO				
	40/20/40 VINYL SEATS				
	TRAILER TOW				
	LONG BED				

Total of B. Published Options: \$ 6,985.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options [not to exceed 25%]

\$= 7.5 %

Options	Bid Price	Options	Bid Price
4 CORNER LEDS AMBER	\$ 675.00	2 EXTRA PROGRAMMED KEYS	\$ 200.00
RKI HEADACHE RACK	\$ 275.00	DEALER SERVICES	\$ 245.00
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		
RKI CROSS BOX	\$ 675.00		
QUICK CONNECT BOOSTER CABLES			
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 2,268.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC

\$ 166.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 32,728.61

I. Quantity Ordered 1 x K =

\$ 32,728.61

J. Trade in: _____

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 33,028.61

861217888 - 1/1/21

1147
200385

441435
14003**PRODUCT PRICING SUMMARY**

GOODBUY 19- 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD EXPLORER

Date: October 1, 2019

A. Bid Item: K7B

A. Base Price: \$ 26,972.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	2.3L ECO-BOOST				
	AUTO				
	CLOTH BUCKET SEATS				
	3RD. ROW SEATING				
	POWER WINDOWS/LOCKS				
	CRUISE				
	REAR CAMERA				
	SYNC				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%]

S= 8.6 %

Options	Bid Price	Options	Bid Price
2020. PRICE ADJ.	\$ 1,995.00	2 EXTRA KEYS	\$ 200.00
		FLOOR MATS	\$ 125.00

Total of C. Unpublished Options: \$ 2,320.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2 YR REG & DOC FEE

\$ 166.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 29,458.75

I. Quantity Ordered 1 x K =

\$ 29,458.75

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 29,758.75

A3 260385



KEYPLACES 060215, 071353
DEPT. 14004

PRODUCT PRICING SUMMARY

GOODBUY 19- SF000 VEHICLES

VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TN 37656

End User: CITY OF ROUNE ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-850-9161

Email:

Email: gancelle.cowboyfleet@gmail.com

Product Description: 2020 FORD F-150 REG CAB

Date: October 1, 2019

A. Bid Item: A45 A. Base Price: \$ 20,378.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	EXT CAB/4X4 UPGRADE	\$ 5,550.00		EXT WHITE	
	3.3L V6				
	40/20/40 VINYL SEAT				
	60M FLOORPASS CONNECT	\$ 225.00			
	SYNC	\$ 420.00			
	CRUISE CONTROL	\$ 225.00			

Total of B. Published Options: \$ 6,420.00

Published Option Discount (5%) \$ (235.00)

C. Additional Options [not to exceed 25%]

\$= 1.4 %

Options	Bid Price	Options	Bid Price
FLOOR LINERS	\$ 180.00		
2 EXTRA KEYS	\$ 200.00		

Total of C. Unpublished Options: \$ 380.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment: 2 YR. REG & DOC

G. Additional Delivery Charge: 0 miles

H. Subtotal:

I. Quantity Ordered 2 x K =

J. Trade in:

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

A4 - A5

RELATES 050385
DEPT. 23003



PRODUCT PRICING SUMMARY

GOODBUY 19- SF000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: ALEN ANGELL

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: cancalle_cowboyfleet@gmail.com

Product Description: 2020 FORD F-250 REG CAB

Date: October 1, 2019

A. Bid Item: S A. Base Price: \$ 23,385.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3.4 TON EXT. CAB UPGRADE	\$ 2,375.00		EXT WHITE	
	RUNNING BOARDS	\$ 445.00			
	REAR CAMERA	\$ 415.00			
	SPARE TIRE/WHEEL	\$ 295.00		KNAPHEIDE 6961 SERVICE BODY	\$ 11,510.00
	6.2L V8			REPLACEMENT BUMPER/WARN	
	6-SPD. AUTO			WINCH, MASTER LOCK SYSTEM	
	BED DELETE	\$ 1,569.00			
	BLUETOOTH				
	POWER WINDOWS/LOCKS	\$ 915.00			

Total of B. Published Options: \$ 15,386.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options [not to exceed 25%]

\$= 1.0 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 162.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00

Total of C. Unpublished Options: \$ 382.80

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG & DOC \$ 166.75

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 39,244.41

I. Quantity Ordered 1 x K = \$ 39,244.41

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 39,244.41

A26



Replaces 050406, 060009
Dept. 23003

PRODUCT PRICING SUMMARY
GOODBUY 19- 8F000 VEHICLES
VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK Prepared by: DALE ANGELO
Contact: SCOTT PARKER Phone: 409-880-9151
Email: _____ Email: gandelle.cowboyfleet@gmail.com
Product Description: 2020 FORD F-250 REG CAB Date: October 1, 2019

A. Bid Item: 5 A. Base Price: \$ 23,385.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X24	3/4 TON EXT CAB UPGRADE	\$ 1,275.00		EXT WHITE	
	RUNNING BOARDS	\$ 445.00			
	REAR CAMERA	\$ 415.00			
	SPARE TIRE/WHEEL	\$ 295.00		KNAPHEIDE 696J SERVICE BODY	\$ 7,570.00
	6.2L V8			MASTER LOCK SYSTEM	
	6-SPD AUTO				
	BED DELETE	\$ (569.00)			
	BLUETOOTH				
	POWER WINDOWS/LOCKS	\$ 615.00			
Total of B. Published Options:					\$ 11,752.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options (not to exceed 25%)

\$= 11 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
Total of C. Unpublished Options:		\$	382.80

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG & DOC \$ 166.75

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 35,610.41

I. Quantity Ordered 2 x \$ = \$ 71,220.82

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 71,220.82

A27 , A24



REPLACES 050422
DEPT. 23003

PRODUCT PRICING SUMMARY
GOODBUY 19 - 8F000 VEHICLES
VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK Prepared by: GLEN ANGELLE
Contact: SCOTT PATJER Phone: 409-880-9191
Email: _____ Email: gangelles_cowboyfleet@gmail.com
Product Description: 2020 FORD F-250 REG CAB Date: October 1, 2019

A. Bid Item: _____ A. Base Price: \$ 23,385.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2A	3/4 TON EXT CAB UPGRADE	\$ 2,375.00			
	BLUE TOOTH				
	POWER WINDOWS/LOCKS	\$ 915.00			
	RUNNING BOARDS	\$ 445.00			
	6.2L V8				
	6-SPD AUTO				
	40/20 40 VINYL SEATS				
	TRAILER TOW				

Total of B. Published Options: \$ 3,735.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options [not to exceed 25%]

S= 6.5 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
RK1 HEADACHE RACK	\$ 275.00	DEALER SERVICES	\$ 245.00
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		
RK1 CROSS BOX	\$ 675.00		
30 AMP SWITCH	\$ 5.00		

Total of C. Unpublished Options: \$ 1,775.80

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC \$ 166.75

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 28,986.41

I. Quantity Ordered 1 x K= \$ 28,986.41

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 28,986.41

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Line 4

A28



REF # 4065 011 316
Dept. 23006

PRODUCT PRICING SUMMARY
GOODBUY 19 SF000 VEHICLES
VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK Prepared by: CLEM ANGELLE
 Contact: SCOTT PARKER Phone: 409-860-0151
 Email: _____ Email: cangelle.cowboyfleet@gmail.com
 Product Description: 2020 FORD EXPEDITION MAX XL SSV Date: October 1, 2019

A. Bid Item: _____ A. Base Price: \$ 37,396.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K11	EXPEDITION XL MAX	\$ 32,255.00			
	3.5L V6 ECOBOOST				
	3RD ROW SEAT	\$ 815.00			
	REAR AIR				
	CARPET FLOORING				
	RUNNING BOARDS				
	5 PASSENGER SEATING				
	SYNC				
	ALUMINUM WHEELS				
	CRUISE				

Total of B. Published Options: \$ 4,070.00

Published Option Discount (5%) \$ (40.75)

C. Additional Options [not to exceed 25%]

\$= 0.9 %

Options	Bid Price	Options	Bid Price
FLOOR MATS	\$ 180.00		
2 EXTRA KEYS	\$ 200.00		

Total of C. Unpublished Options: \$ 380.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG & DOC \$ 166.75

G. Additional Delivery Charge: 0 miles

H. Subtotal: \$ 41,972.00

I. Quantity Ordered 1 x K - \$ 41,972.00

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 41,972.00

A30

gobly

VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

Date: October 1, 2019

A. Base Price:	\$ 23,385.00
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Total of B. Published Options:	\$ 3,735.00
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 $\hat{S} = 6.5 \%$

Total of C. Unpublished Options:	\$	1,775.80
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\$ 28,986.41

A31



REPLACES 031063
DEPT. 27004

PRODUCT PRICING SUMMARY
GOODBUY 19- SF000 VEHICLES
VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK Prepared by: OLEN ANGELLE
 Contact: SCOTT PARKER Phone: 409-866-9191
 Email: _____ Email: oanella_cowboyleft@gmail.com
 Product Description: 2020 FORD F-150 REG CAB Date: March 12, 2019

A. Bid Item: _____ A. Base Price: \$ 20,578.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	CREW CAB UPGRADE	\$ 3,895.00		EXT WHITE	
	5.0L V8	\$ 1,000.00			
	BUCKET SEATS W/CONSOL	\$ 295.00			
	TRAILER TOW	\$ 525.00			
	POWER WINDOWS/LOCKS	\$ 1,170.00			
	CRUISE CONTROL	\$ 225.00			
	SYNC (BLUE TOOTH)	\$ 420.00			
	6'12" FT BED LONG				

Total of B. Published Options: \$ 7,600.00

Published Option Discount (5%) \$ (235.00)

C. Additional Options [not to exceed 25%]

\$= 5.7 %

Options	Bid Price	Options	Bid Price
RBI BLACK TOOL BOX	\$ 795.00	1 CORNER LIDS AMBER	\$ 650.00
2 EXTRA KEYS	\$ 150.00		

Total of C. Unpublished Options: \$ 1,595.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment: 2 YR. REG & DOC \$ 166.75

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 29,504.00

I. Quantity Ordered 1 x K = \$ 29,504.00

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 29,804.00

1925



KEPLACES 080231
DEPT. 27007

PRODUCT PRICING SUMMARY

GOODBUY 19 \$7000 VEHICLES

VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-5191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD F-150 REG CAB

Date: 10-1-19

A. Bid Item: _____ A. Base Price: \$ 20,548.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
NIC	12 TON EXT CAB & FT. BED UPGRADE	\$ 2,775.00		EXT WHITE	
	SYNC	\$ 420.00			
	CRUISE	\$ 225.00			
	2.7L V6 ECO BOOST				
	6-SPD AUTO				
	REAR CAMERA				
	60M FORDPASS CONNECT	\$ 225.00			

Total of B. Published Options: \$ 3,645.00

Published Option Discount (5%): \$ (43.50)

C. Additional Options (not to exceed 25%)

S= 7.5 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
HEADACHE RACK	\$ 375.00		
AMBER LIGHTBAR W/TRAFFIC ADV	\$ 1,125.00		

Total of C. Unpublished Options: \$ 1,882.80

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2 YR. REG. & DOC FEE & ADJ \$ 166.75

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 26,199.05

I. Quantity Ordered 1 x K = \$ 26,199.05

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 26,499.05

AP10



REPLACES 770646
DEPT. 27007

PRODUCT PRICING SUMMARY
GOODBUY 19- 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: OLEN ANGELLE

Contact: SUETT PARKER

Phone: 409-850-9191

Email: _____

Email: cangelle_cowboyleet@gmail.com

Product Description: 2020 FORD F-250 REG CAR

Date: October 1, 2019

A. Bid Item: _____ \$

A. Base Price: \$ 23,385.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X2B	34 TON EXT. CAB 4X4 UPGRADE	\$ 5,175.00		LXI. WHITE	
	RUNNING BOARDS	\$ 445.00			
	REAR CAMERA	\$ 415.00			
	SPARE TIRE/WHEEL	\$ 295.00		KNAPHEIDE 6% SERVICE BODY	\$ 1,876.00
	6.2L V8			MASTER LOCK SYSTEM	
	6-SPD. AUTO				
	BED DELETE	\$ (569.00)			
	BLUETOOTH				

Total of B. Published Options: \$ 13,637.00

Published Option Discount (5%) \$ (76.14)

C. Additional Options [not to exceed 25%]

\$= 1.0 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 122.80	2 EXTRA PROGRAMMED KEYS	\$ 209.00

Total of C. Unpublished Options: \$ 382.80

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2 YR. RFG & DOC

\$ 166.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 37,495.41

I. Quantity Ordered 1 x K =

\$ 37,495.41

J. Trade in: _____

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 37,495.41

A41

200445

**PRODUCT PRICING SUMMARY****GOODBUY 19 - 8F000 VEHICLES****VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD INTERCEPTOR UTILITY AWD

Date: October 28, 2019

A. Bid Item: _____

A. Base Price: \$34,964.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
99B	J.JL V6 DISCOUNT	-\$3,318.00		EXT BLACK	
17A	REAR A/C	\$610.00		INT CLOTH BUCKETS/REAR VINYL	
51S	DUAL LED SPOTLIGHTS	\$620.00		SYNC (HAND FREE)	
60A	GRILL WIRING	\$50.00		4 KEYS	
86T	RR TAILLAMP HSG.	\$60.00		CRUISE	
55F	KEYLESS ENTRY	\$340.00		SYNC (HAND FREE)	
	PRE DRILLED HEADLAMP HOUSING				
	POWER WINDOWS/LOCKS				
	AM/FM/CD				
	REAR CAMERA				

Total of B. Published Options: -\$1,638.00

Published Option Discount (5%): -\$84.00

C. Additional Options [not to exceed 25%]

\$= 0.5%

Options	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$166.75		

Total of C. Unpublished Options: \$166.75

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$0.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$0.00

F. Contract Price Adjustment:

EMERGENCY EQUIPMENT

\$26,326.93

G. Additional Delivery Charge:

0 miles

\$0.00

H. Subtotal:

\$59,735.68

I. Quantity Ordered 10 x K =

\$597,356.80

J. Trade in:

\$0.00

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$597,656.80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-560833

Date Filed:
11/12/2019

Date Acknowledged:

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

silsbee ford
SILSBEE, 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
Replacement vehicles for the city's white fleet.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREWQ	JASPER, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is A. Glen Angelle and my date of birth is 3-26-58

My address is 1211 U.S. Hwy 96N SilsBee Tx 77656 U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Hardin County, State of Tx, on the 12 day of 11, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance annexing 2.507 acres located at the northeast corner of N. Kenney Fort Boulevard and E. Palm Valley Boulevard. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A - Survey, Exhibit B - Petition, Vicinity Map, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2019-0509

The property is contiguous to the City limits and the owner, Cressman Enterprises, LP, petitioned the City for annexation. An original zoning of the property is a separate agenda item.

ORDINANCE NO. O-2019-0509

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 2.507 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a 2.507-acre tract of land out of the P.A. Holder Survey, Abstract No. 297, in Williamson County (the "Property"), more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

WHEREAS, the petition for annexation is attached as Exhibit "B" hereto and incorporated herein for all purposes, and

WHEREAS, the petition was filed more than five (5) days and less than thirty (30) days before the City Council heard the petition and the arguments for and against the annexation, and

WHEREAS, the Property is (1) one-half mile or less in width; (2) contiguous to the City; and (3) vacant and without residents, or on which less than three (3) qualified voters reside, and

WHEREAS, the City Council has determined that all requirements of Section 43.028, Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

II.

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the property described in Exhibit "A" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after its passage.

VIII.

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2019.

Alternative 2.

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT 'A'

Donnie Boerner Surveying Company L.P.
228 Holiday Road ♦ Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

Page 1 of 3

Field Notes for a 109,191 Square Feet or 2.507 Acre Tract of Land

Being a 109,191 square feet or 2.507 acres of land out of the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas and being part of that certain 15.99 acre tract designated as "TRACT 4" conveyed to Cressman Enterprises, L.P., a Texas limited partnership by deed recorded in Document No. 2003063811, Official Public Records, Williamson County, Texas, said 109,191 square feet or 2.507 acre tract being more particularly described by metes and bounds as follows:

Beginning at a steel rod found with a yellow plastic cap at the intersection of the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard) with the northeast right-of-way line of North Kenney Fort Boulevard for the southwest corner of the herein described tract;

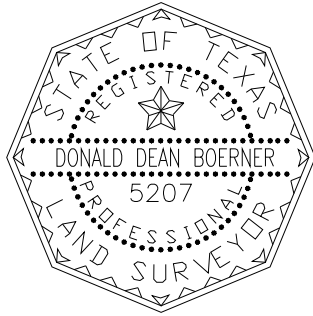
Thence, with the northeast right-of-way line of North Kenney Fort Boulevard, North 30 degrees 59 minutes 47 seconds West, a distance of 433.89 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap for the northwest corner of the herein described tract and being in the south line of Lot 1 A, Block B, Legends Village Section Three recorded in Cabinet X, Slides 264-265, Plat Records, Williamson County, Texas;

Thence, departing the northeast right-of-way line of North Kenney Fort Boulevard, with the south line of Lot 1 A, Block B, Legends Village Section Three, North 87 degrees 13 minutes 33 seconds East, at 167.39 feet a ½" steel rod found on line at the southeast corner of Lot 1 A, Block B, Legends Village Section Three, the southwest corner of Lot 1 B, Block B, Legends Village Section Three, continuing with the south line of Lot 1 B, Block B, Legends Village Section Three, a total distance of 414.91 feet to a ½" steel rod found for the northeast corner of the herein described tract, the northeast corner of the above referenced 15.99 acre tract, the northwest corner of Lot 2, Quiktrip No. 4135 Subdivision recorded in Document No. 2019015119, Plat Records, Williamson County, Texas;

Thence, departing the south line of Lot 1 B, Block B, Legends Village Section Three, with the east line of said 15.99 acre tract, the west line of Lot 2, Quiktrip No. 4135 Subdivision, South 01 degrees 57 minutes 23 seconds East, a distance of 292.58 feet to a ½" steel rod found in the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard) for the southeast corner of the herein described tract, the southwest corner of Lot 2, Quiktrip No. 4135 Subdivision, said point bears, South 63 degrees 38 minutes 07 seconds West, a distance of 507.91 feet from a ½" steel rod found;

Thence, with the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard), South 63 degrees 38 minutes 07 seconds West, a distance of 224.29 feet to the **Place of Beginning** and containing 109,191 square feet of 2.507 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas Central Zone.



A handwritten signature in blue ink, appearing to read "D. Boerner", written over a horizontal line.

Donald Dean Boerner
Registered Professional Land Surveyor No. 5207

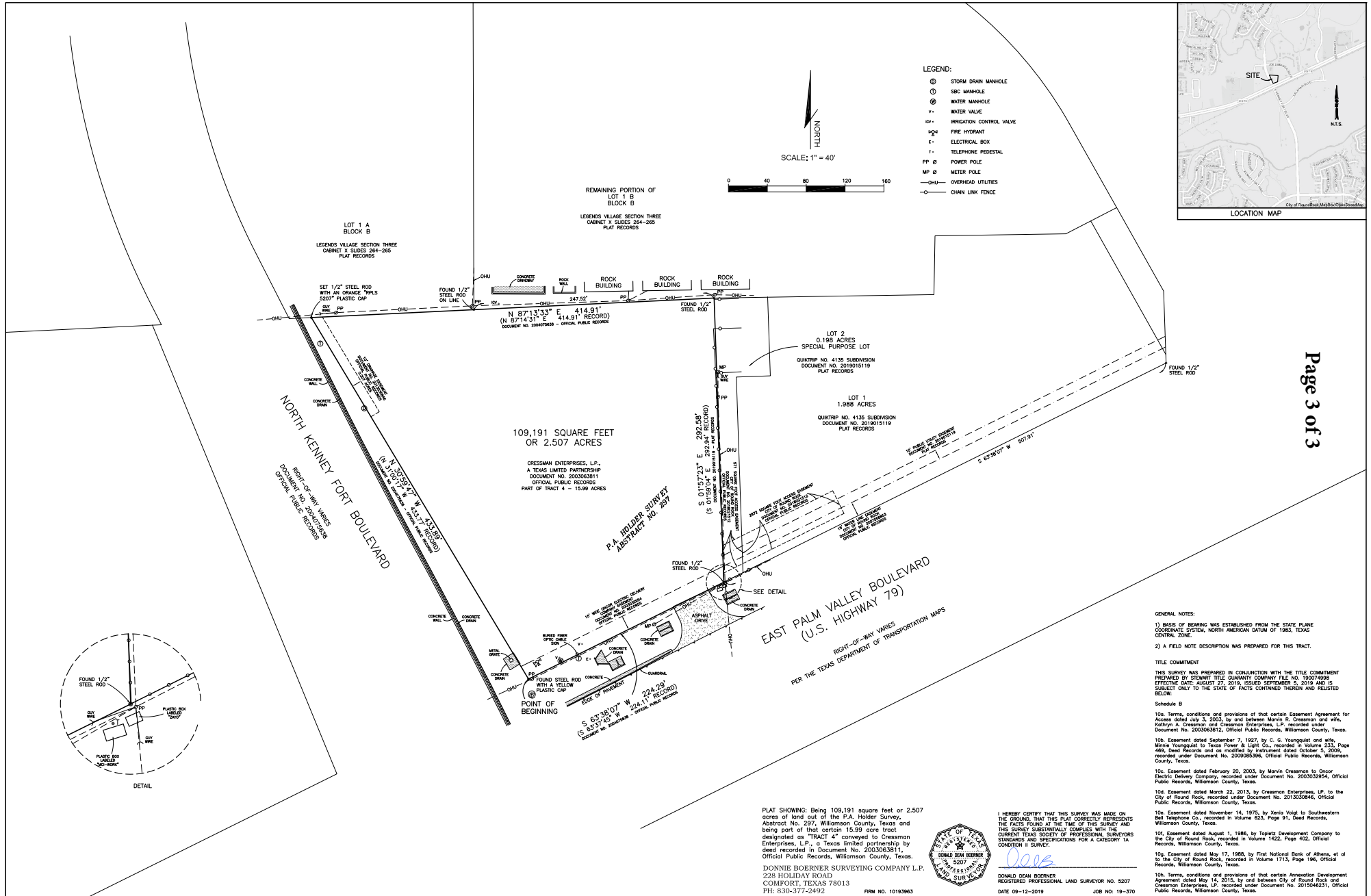


EXHIBIT 'B'

ANNEXATION OR CITY LIMITS EXTENSION

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROUND ROCK, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the property described in Exhibit "A", attached hereto and made a part hereof.

We hereby certify, under oath, that:

WE ARE THE TRUE AND ONLY OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to us in Deed(s) recorded as Document No. 2003063811, Official Public Records of Williamson County, or in Volume _____ Page _____, Deed Records of Williamson County.

Scott Cressman
Owner(s)

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public, by Scott Cressman this 25 day of November, 2019, A.D.

Minnie Rios
Notary Public, State of Texas

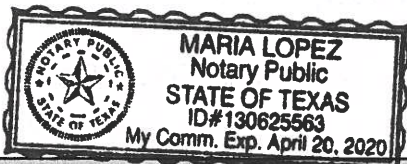
ACKNOWLEDGMENT (INDIVIDUAL)

This instrument was acknowledged before me on the 25 day of November, 2019, by Scott Cressman.

Minnie Rios
Notary Public, State of Texas

ACKNOWLEDGMENT (CORPORATE)

This instrument was acknowledged before me on the 25 day of November, 2019, by Scott Cressman, the Manager, of Cressman Interprices, a Texas LP, on behalf of said _____.



Minnie Rios
Notary Public, State of Texas

For Office Use Only

DATE RECEIVED: _____

CITY COUNCIL HEARING DATE: _____

EXHIBIT 'A'

Donnie Boerner Surveying Company L.P.
228 Holiday Road ♦ Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

Page 1 of 3

Field Notes for a 109,191 Square Feet or 2.507 Acre Tract of Land

Being a 109,191 square feet or 2.507 acres of land out of the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas and being part of that certain 15.99 acre tract designated as "TRACT 4" conveyed to Cressman Enterprises, L.P., a Texas limited partnership by deed recorded in Document No. 2003063811, Official Public Records, Williamson County, Texas, said 109,191 square feet or 2.507 acre tract being more particularly described by metes and bounds as follows:

Beginning at a steel rod found with a yellow plastic cap at the intersection of the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard) with the northeast right-of-way line of North Kenney Fort Boulevard for the southwest corner of the herein described tract;

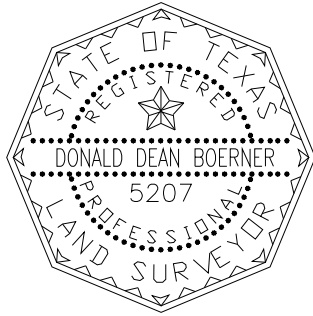
Thence, with the northeast right-of-way line of North Kenney Fort Boulevard, North 30 degrees 59 minutes 47 seconds West, a distance of 433.89 feet to a ½" steel rod set with an orange "RPLS 5207" plastic cap for the northwest corner of the herein described tract and being in the south line of Lot 1 A, Block B, Legends Village Section Three recorded in Cabinet X, Slides 264-265, Plat Records, Williamson County, Texas;

Thence, departing the northeast right-of-way line of North Kenney Fort Boulevard, with the south line of Lot 1 A, Block B, Legends Village Section Three, North 87 degrees 13 minutes 33 seconds East, at 167.39 feet a ½" steel rod found on line at the southeast corner of Lot 1 A, Block B, Legends Village Section Three, the southwest corner of Lot 1 B, Block B, Legends Village Section Three, continuing with the south line of Lot 1 B, Block B, Legends Village Section Three, a total distance of 414.91 feet to a ½" steel rod found for the northeast corner of the herein described tract, the northeast corner of the above referenced 15.99 acre tract, the northwest corner of Lot 2, Quiktrip No. 4135 Subdivision recorded in Document No. 2019015119, Plat Records, Williamson County, Texas;

Thence, departing the south line of Lot 1 B, Block B, Legends Village Section Three, with the east line of said 15.99 acre tract, the west line of Lot 2, Quiktrip No. 4135 Subdivision, South 01 degrees 57 minutes 23 seconds East, a distance of 292.58 feet to a ½" steel rod found in the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard) for the southeast corner of the herein described tract, the southwest corner of Lot 2, Quiktrip No. 4135 Subdivision, said point bears, South 63 degrees 38 minutes 07 seconds West, a distance of 507.91 feet from a ½" steel rod found;

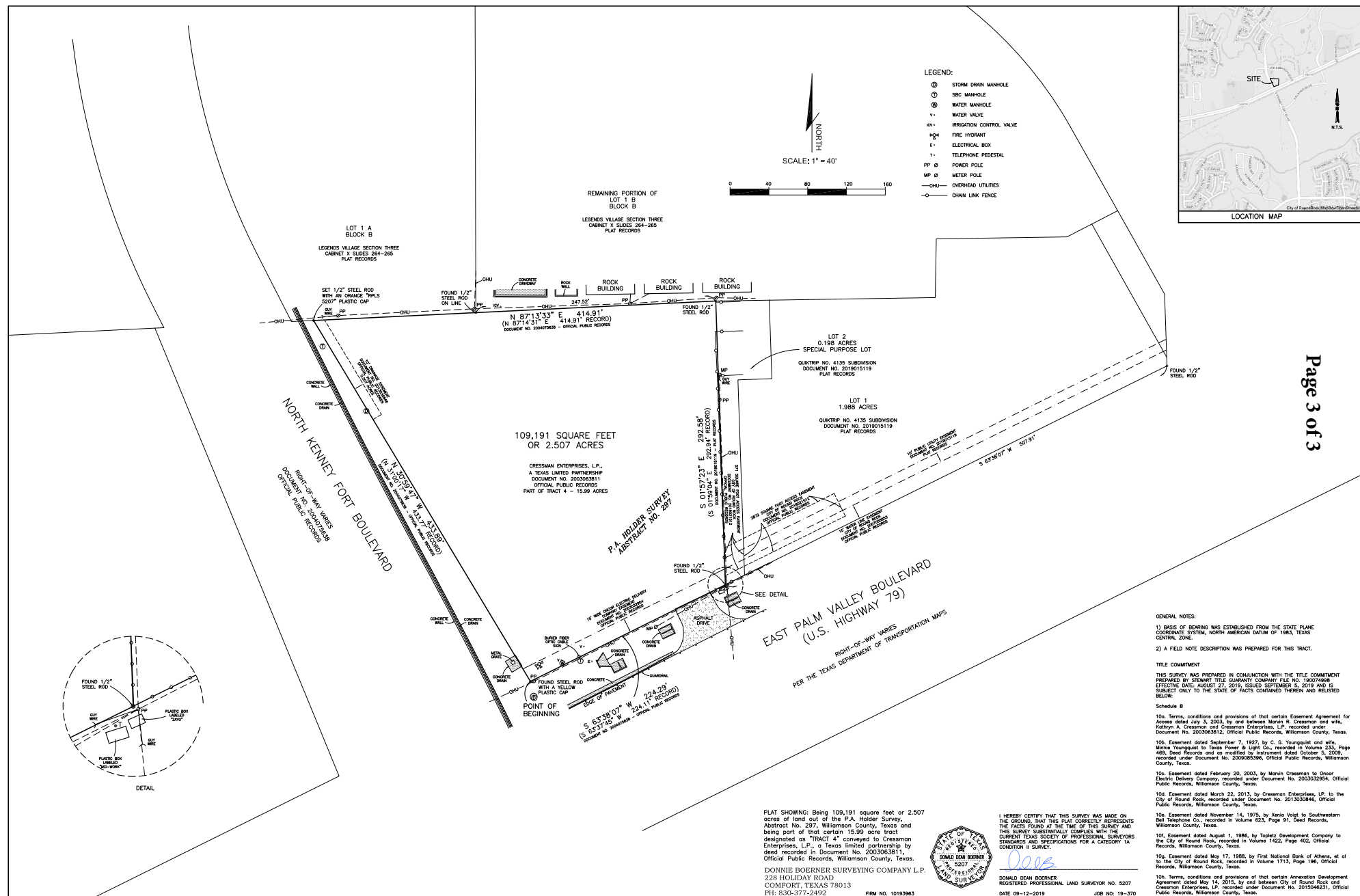
Thence, with the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard), South 63 degrees 38 minutes 07 seconds West, a distance of 224.29 feet to the **Place of Beginning** and containing 109,191 square feet of 2.507 acres of land.

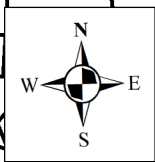
Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas Central Zone.



A handwritten signature in blue ink, appearing to read "D. Boerner", written over a horizontal line.

Donald Dean Boerner
Registered Professional Land Surveyor No. 5207



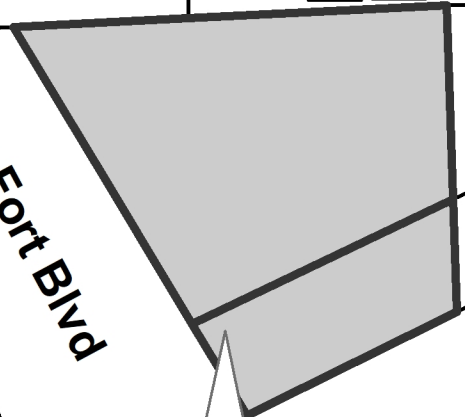


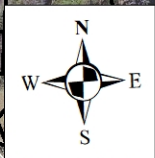
Joe Dimaggio Blvd

N Kenney Fort Blvd

E Palm Valley Blvd

**Subject Tracts
2.51 ac.**





Joe Dimaggio Blvd

N Kenney Fort Blvd

E Palm Valley Blvd

**Subject Tracts
2.51 ac.**





City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider public testimony regarding, and an ordinance zoning 2.507 acres located at the northeast corner of N. Kenney Fort Boulevard and E. Palm Valley Boulevard to the C-1 a (General Commercial - Limited) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Vicinity Map with surrounding zoning, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2019-0510

Annexation of the property is being considered as a separate agenda item. The proposed C-1a (General Commercial - limited) zoning district accommodates a wide variety of uses, including retail sales, offices and medical offices. The uses in this district can have activity at most times of day, making them more suited for property along freeways, highways, and designated arterial roadways. The C-1a district prohibits specific uses, including: pawn shops, self-service storage, shooting ranges, and tattoo parlors. Auto sales, boat and camper sales would be prohibited at this location since it does not have frontage on IH-35.

The property has frontage on US 79 (Palm Valley Blvd.), where there is an existing driveway. It also has frontage on Kenney Fort Boulevard, but due to the below-grade configuration of the road at that location, there is no access there. The only other access this site has is across the neighboring property to the east, which has a driveway to Joe DiMaggio Boulevard. Due to these constraints, the site is effectively limited to development that does not generate a high volume of peak hour traffic. The current proposal is for 20,000 square feet of retail/restaurant uses.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of the original zoning. There were no speakers at the public hearing.

ORDINANCE NO. O-2019-0510

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 2.507 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT C-1A (GENERAL COMMERCIAL - LIMITED); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed 2.507 acres of land out of the P.A. Holder Survey, Abstract No. 297 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 20th day of November, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as District C-1a (General Commercial - Limited), and

WHEREAS, on the 19th day of December, 2019, after proper notification, the City Council held a public hearing on the proposed original zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this original zoning:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for existing uses that are and would be permitted by District C-1a (General Commercial - Limited); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the existing uses in District C-1a (General Commercial - Limited).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District C-1a (General Commercial - Limited).

III.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2019.

Alternative 2.

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Donnie Boerner Surveying Company L.P.
228 Holiday Road ♦ Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

EXHIBIT
"A"

Field Notes for a 109,191 Square Feet or 2.507 Acre Tract of Land

Being a 109,191 square feet or 2.507 acres of land out of the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas and being part of that certain 15.99 acre tract designated as "TRACT 4" conveyed to Cressman Enterprises, L.P., a Texas limited partnership by deed recorded in Document No. 2003063811, Official Public Records, Williamson County, Texas, said 109,191 square feet or 2.507 acre tract being more particularly described by metes and bounds as follows:

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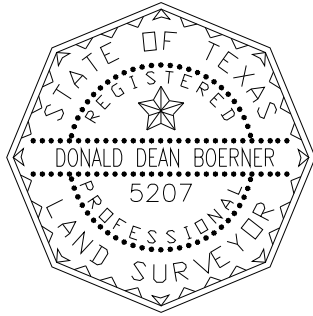
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Thence, departing the northeast right-of-way line of North Kenney Fort Boulevard, with the south line of Lot 1 A, Block B, Legends Village Section Three, North 87 degrees 13 minutes 33 seconds East, at 167.39 feet a ½" steel rod found on line at the southeast corner of Lot 1 A, Block B, Legends Village Section Three, the southwest corner of Lot 1 B, Block B, Legends Village Section Three, continuing with the south line of Lot 1 B, Block B, Legends Village Section Three, a total distance of 414.91 feet to a ½" steel rod found for the northeast corner of the herein described tract, the northeast corner of the above referenced 15.99 acre tract, the northwest corner of Lot 2, Quiktrip No. 4135 Subdivision recorded in Document No. 2019015119, Plat Records, Williamson County, Texas;

Thence, departing the south line of Lot 1 B, Block B, Legends Village Section Three, with the east line of said 15.99 acre tract, the west line of Lot 2, Quiktrip No. 4135 Subdivision, South 01 degrees 57 minutes 23 seconds East, a distance of 292.58 feet to a ½" steel rod found in the northwest right-of-way line of U.S. Highway 79 (East Palm Valley Boulevard) for the southeast corner of the herein described tract, the southwest corner of Lot 2, Quiktrip No. 4135 Subdivision, said point bears, South 63 degrees 38 minutes 07 seconds West, a distance of 507.91 feet from a ½" steel rod found;

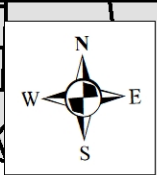
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Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas Central Zone.



A handwritten signature in blue ink, appearing to read "D. Boerner", is positioned above a horizontal line.

Donald Dean Boerner
Registered Professional Land Surveyor No. 5207



SF-2

Joe Dimaggio Blvd

PUD

PUD

N Kenney Fort Blvd

C-1a

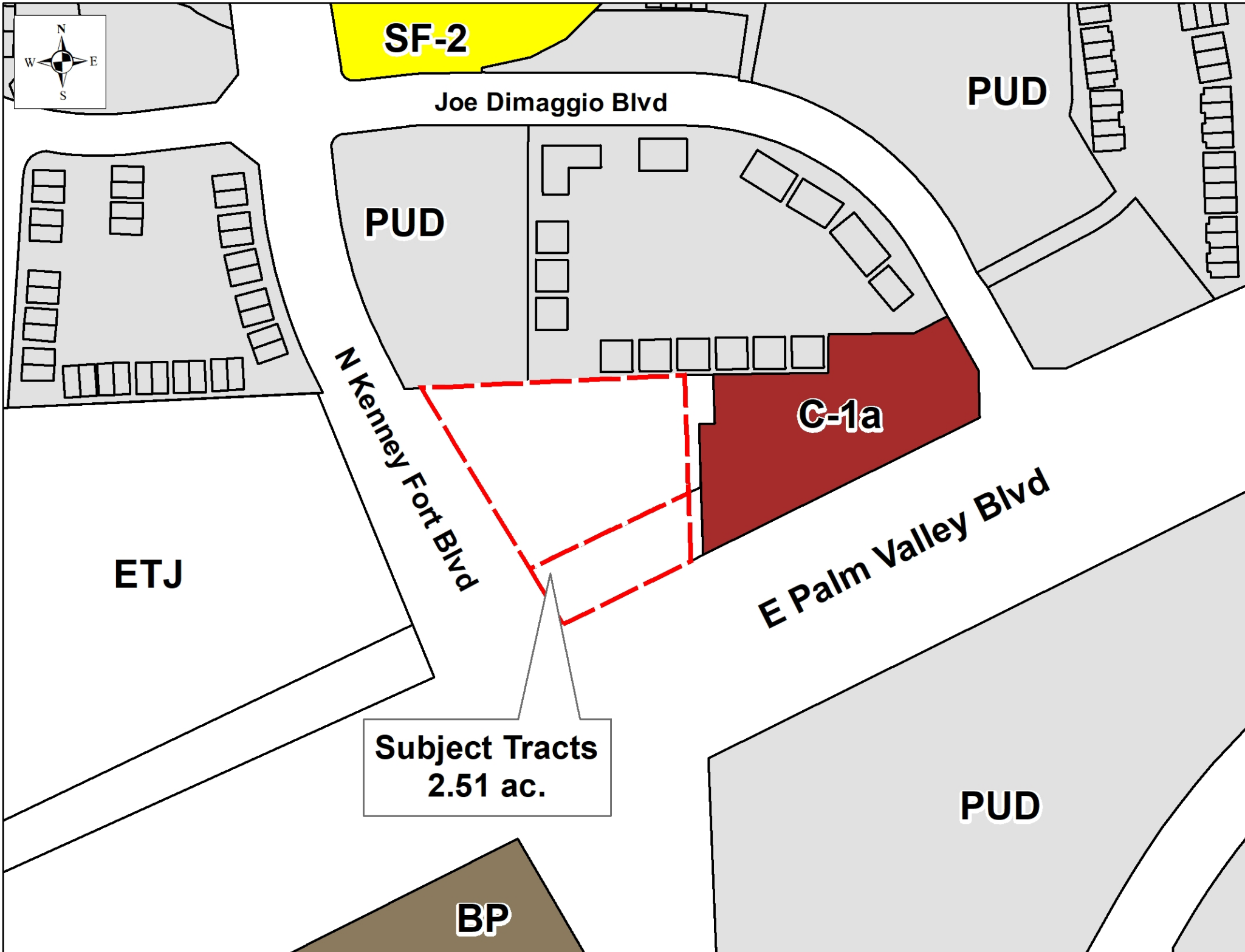
ETJ

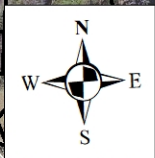
E Palm Valley Blvd

**Subject Tracts
2.51 ac.**

PUD

BP





Joe Dimaggio Blvd

N Kenney Fort Blvd

E Palm Valley Blvd

**Subject Tracts
2.51 ac.**





City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider discussion and possible action regarding the recommendations of the Charter Review Commission for amendments to the Charter and any other amendments proposed by the City Council.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 12/19/2019

Dept Director:

Cost:

Indexes:

Attachments: AMENDMENTS to 3.16 and 3.17; 12-13-19 (00436978)

Department: Administration

Text of Legislative File TMP-1063

The Charter Review Commission presented its report to the City Council in September. The City Council must now discuss what, if any, of those recommendations they would like to take forward to the voters in the May 2020 election, in addition to any other amendments not presented by the Commission.

CURRENT LANGUAGE

Sec. 3.08. Prohibitions.

- (c) Interference with Administration: Except for the purpose of inquiries and investigations under Section 3.16, the City Council or its members shall deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor its members shall give orders to any such employee, either publicly or privately, except as otherwise provided in this Charter. This subsection shall not prohibit the Mayor and Council from giving direction and supervision to the assistant(s) appointed pursuant to Section 3.17

Sec. 3.17. Assistant(s) for the Mayor and Council.

The Mayor and Council, along with the City Manager, shall have the power to direct and supervise one or more assistant(s) appointed by the City Manager to provide clerical and administrative support services to the Mayor and Council. The aforesaid assistant(s) shall deal with other City employees solely through the City Manager, and shall not give orders to any such employee, either publicly or privately.

PROPOSED LANGUAGE REDLINED

Sec. 3.08. Prohibitions.

- (c) Interference with Administration: Pursuant to the Council-Manager form of government, the City Council shall not interfere with the day-to-day administration of the City. All City employees are subject to the sole direction and supervision of the City Manager. Except for the purpose of inquiries and investigations under Section 3.16, ~~the City Council or its members shall deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and~~ and interaction with the administrative assistant(s) designated under Section 3.17, neither the City Council nor its members, in their official capacity, ~~shall give orders to any such employee, either publicly or privately, except as otherwise provided in this Charter~~ advise, supervise, direct, or request services from any City employees. This subsection shall not prohibit the Mayor and Council from giving direction and supervision to the assistant(s) appointed pursuant to Section 3.17

Sec. 3.17. Assistant(s) for the Mayor and Council.

~~The Mayor and Council, along with the City Manager, shall have the power to direct and supervise one or more assistant(s) appointed by the City Manager to provide clerical and administrative support services to the Mayor and Council. The aforesaid assistant(s) shall deal with other City employees solely through the City Manager, and shall not give orders to any such employee, either publicly or privately.~~

At the request of the Council, the City Manager shall have the authority to designate one or more administration department employees as administrative assistants to- perform clerical support services for the Mayor and Council, The Mayor and Council may direct and communicate with said administrative assistant(s) without violating Section 3.08(c).

PROPOSED LANGUAGE CLEAN

Sec. 3.08. Prohibitions.

- (c) Interference with Administration: Pursuant to the Council-Manager form of government, the City Council shall not interfere with the day-to-day administration of the City. All City employees are subject to the sole direction and supervision of the City Manager. Except for the purpose of inquiries and investigations under Section 3.16, and interaction with the administrative assistant(s) designated under Section 3.17, neither the City Council nor its members, in their official capacity, shall advise, supervise, direct, or request services from any City employees. This subsection shall not prohibit the Mayor and Council from giving direction and supervision to the assistant(s) appointed pursuant to Section 3.17

Sec. 3.17. Assistant(s) for the Mayor and Council.

At the request of the Council, the City Manager shall have the authority to designate one or more administration department employees as administrative assistants to perform clerical support services for the Mayor and Council, The Mayor and Council may direct and communicate with said administrative assistant(s) without violating Section 3.08(c).