



City of Round Rock

City Council

Meeting Agenda

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

Thursday, May 28, 2020

6:00 PM

City Council Chambers, 221 East Main St.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some City Council members will be present in the chamber while others will attend the meeting via videoconferencing.

This meeting can be viewed live online at www.roundrocktexas.gov/replay or www.roundrocktexas.gov/tv, or viewed on Spectrum Channel 10 and U-Verse Channel 99.

Members of the public that wish to speak during citizen communication or a public hearing should visit www.roundrocktexas.gov and register ahead of time via the link provided in the calendar entry for this meeting.

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. PRESENTATIONS:

- E.1 [TMP-1582](#) [Consider a presentation and update from the Williamson Central Appraisal District.](#)

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-1572](#) [Consider approval of the minutes for the May 14, 2020 City Council meeting.](#)
- F.2 [2020-0131](#) [Consider an ordinance adopting Amendment No. 1 to the FY 2019-2020 Operating Budget. \(Second Reading\)](#)
- F.3 [2020-0142](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to City of Round Rock Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company.](#)
- F.4 [2020-0144](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc. for construction materials testing services related to the Fire Station No. 3 Project.](#)

G. RESOLUTIONS:

- G.1 [2020-0134](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with P.E Consulting Services, Inc. for the evaluation and improvement of the City's ISO rating.](#)
- G.2 [2020-0135](#) [Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 RXV Elite golf carts for Forest Creek Golf Club.](#)
- G.3 [2020-0136](#) [Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease a 2020 Refresher Oasis and a 2020 Hauler800X Gas for Forest Creek Golf Club.](#)
- G.4 [2020-0137](#) [Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 TFM 10 EX GPS systems for golf carts for Forest Creek Golf Club.](#)
- G.5 [2020-0138](#) [Consider a presentation regarding, and a resolution approving the Capital Improvements Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.](#)
- G.6 [2020-0139](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Walker Partners, LLC for the Lake Georgetown Zebra Mussel Control Evaluation Project.](#)
- G.7 [2020-0140](#) [Consider a resolution authorizing the reimbursement to Scott Felder Homes, LLC for the cost of oversizing a wastewater line for the Sauls Tract.](#)

- G.8 [2020-0141](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Ritter, Botkin Prime Construction Company, Inc. for the Civil Upgrades at Public Safety Training Center Project.](#)
- G.9 [2020-0143](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Mac Haik Ford Lincoln for the purchase of OEM Ford Replacement Parts.](#)
- G.10 [2020-0145](#) [Consider a resolution denying an application for approval of a rate change submitted by Oncor Electric Delivery Company LLC and authorizing participation in proceedings at the Public Utility Commission of Texas.](#)
- G.11 [2020-0146](#) [Consider a resolution expressing official intent to reimburse certain project expenditures from the proceeds of a future Utility System Revenue Bonds sale.](#)
- G.12 [2020-0147](#) [Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2020 financial and compliance audit.](#)

H. **ORDINANCES:**

- H.1 [2020-0148](#) [Consider public testimony regarding, and an ordinance approving Amendment No. 6 to Planned Unit Development \(PUD\) No. 23 to modify the commercial carwash requirements, located northwest of the intersection of FM 1431 and Sendero Springs Dr. \(First Reading\)*](#)

I. **COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

J. **ADJOURNMENT**

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 22nd day of May 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation and update from the Williamson Central Appraisal District.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments:

Department: Finance Department

Text of Legislative File TMP-1582



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the May 14, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 051420 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1572



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, May 14, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some City Council members were present in the chamber while others attended the meeting via videoconferencing.

This meeting was able to be viewed live online at www.roundrocktexas.gov/replay or www.roundrocktexas.gov/tv, or viewed on Spectrum Channel 10 and U-Verse Channel 99.

Members of the public that wished to speak during citizen communication or a public hearing were able to visit www.roundrocktexas.gov and register ahead of time via the link provided in the calendar entry for this meeting.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, May 14, 2020 in the City Council chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 6:04 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-1544](#) Consider a presentation and department update from the Library.

Michelle Cervantes, Library Director, made the staff presentation.

APPROVAL OF MINUTES:

- F.1** [TMP-1543](#) Consider approval of the minutes for the April 23, 2020 City Council meeting.

A motion was made by Councilmember Flores, seconded by Mayor Pro-Tem Baese, to approve the minutes as presented. 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

Nays: 0

Absent: 0

PUBLIC HEARINGS:

- G.1** [TMP-1529](#) Consider public testimony regarding a proposed amendment to the Community Development Block Grant funds Citizen Participation Plan (CPP) to include a section processes related to emergency and declaration of disaster.

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.*

- G.2** [TMP-1537](#) Consider public testimony regarding a proposed substantial amendment to the 2019-2023 Consolidated Plan adding Code Enforcement and COVID-19 Assistance as priority needs.

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.*

RESOLUTIONS:**H.1** [2020-0127](#)

Consider a resolution adopting an amended Community Development Block Grant funds Citizen Participation Plan (CPP) to include the processes related to emergency and declaration of disaster.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, to approve the Resolution. 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

Nays: 0

Absent: 0

H.2 [2020-0128](#)

Consider a resolution approving a substantial amendment to the 2019-2023 Consolidated Plan adding Code Enforcement and COVID-19 Assistance as priority needs.

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

A motion was made by Councilmember Baker, seconded by Councilmember Montgomery, to approve the Resolution. 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

Nays: 0

Absent: 0

H.3 [2020-0116](#)

Consider a resolution authorizing the City Manager to submit a grant application to the Office of the Governor, Criminal Justice Division, for the General Victim Assistance Program.

Allen Banks, Police Chief, made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to approve the Resolution. 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

Nays: 0

Absent: 0

H.4 [2020-0117](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Ryan Sanders Sports Services, LLC dba RS3 Sports Turf for Professional Turf Management Services.

Chad McKenzie, Sports Management and Tourism Director, made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, to approve the Resolution. 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

Nays: 0

Absent: 0

H.5 [2020-0118](#)

Consider a resolution approving the submission of a grant application to FEMA for an Assistance to Firefighters Grant.

Robert Isbell, Fire Chief, made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the Resolution. 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

Nays: 0

Absent: 0

H.6 [2020-0119](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Brushy Creek Municipal Utility District for funding and construction of a raw water intake screen replacement.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, to approve the Resolution. 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

Nays: 0

Absent: 0

H.7 [2020-0124](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Texas Materials for the 2019 Street Maintenance Program (SMP) Arterials - University Blvd., Old Settlers Blvd., Sunrise Road, and Red Bud Lane Project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the Resolution. 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

Nays: 0

Absent: 0

H.8 [2020-0123](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Round Rock Ranch, Ltd. for the purchase of a 4.123-acre parcel and a 0.021-acre drainage easement required for the construction of Kenney Fort Blvd.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to approve the Resolution. 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

Nays: 0

Absent: 0

H.9 [2020-0125](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with North Forest Office Space-Austin, LLC for the purchase of a 0.515-acre tract of land required for the construction of the Gattis School Road (Phase 3) project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Baker, seconded by Mayor Pro-Tem Baese, to approve the Resolution. 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

Nays: 0

Absent: 0

H.10 [2020-0126](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Grace Presbyterian Church for the purchase of a 0.505-acre tract of land required for the construction of the Gattis School Road (Phase 3) project.

Gary Hudder, Transportation Director, made the staff presentation.

A motion was made by Councilmember Montgomery, seconded by Councilmember Flores, to approve the Resolution. 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

Nays: 0

Absent: 0

H.11 [2020-0120](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Freightliner of Austin for the purchase of vehicle equipment, repair parts, installation and repair service.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Peckham, to approve the Resolution. 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

Nays: 0

Absent: 0

H.12 [2020-0121](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Caldwell Country Ford for the purchase of a vehicle for the Police Department.

Chad McDowell, General Services Director, made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the Resolution. 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

Nays: 0

Absent: 0

H.13 [2020-0122](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 3 with Lee Lewis Construction, Inc, for the Luther Peterson Service Center Project also known as the Transportation and Utilities Administration Building located at 3400 Sunrise Blvd.

Chad McDowell, General Services Director, made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, to approve the Resolution. 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

Nays: 0

Absent: 0

H.14 [2020-0133](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Central Texas Elevator, LLC for the purchase of an elevator for the City Hall Parking Garage.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve the Resolution. 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

Nays: 0

Absent: 0

H.15 [2020-0129](#)

Consider a resolution invoking exigency/emergency procurement procedures related to the COVID-19 pandemic.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Montgomery, seconded by Councilmember Young, to approve the Resolution. 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

Nays: 0

Absent: 0

H.16 [2020-0130](#)

Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended March 31, 2020.

Susan Morgan, CFO, made the staff presentation

A motion was made by Councilmember Baker, seconded by Councilmember Young, to approve the Resolution. 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

Nays: 0

Absent: 0

ORDINANCES:**I.1** **2020-0131**

Consider an ordinance adopting Amendment No. 1 to the FY 2019-2020 Operating Budget. (First Reading)(Requires Two Readings)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Councilmember Montgomery, seconded by Councilmember Peckham, to approve the first reading of this Ordinance with the second reading on May 28th. The motion carried by the following vote:

I.2 [2020-0132](#)

Consider public testimony regarding, and an ordinance rezoning four tracts of land located on the west side of N. Nelson St. between E. Austin Ave. and E. Liberty Ave. from the SF-2 (Single Family - Standard Lot) zoning district to the SF-D (Single Family - Downtown) zoning district. (First Reading)*

Brad Wiseman, Planning & 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 Montgomery, to approve the first reading of this 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

Nays: 0

Absent: 0

A motion was made by Councilmember Montgomery, 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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:30 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance adopting Amendment No. 1 to the FY 2019-2020 Operating Budget. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Finance Department

Text of Legislative File 2020-0131

Budget Reductions as a result of COVID-19

The proposed amendment decreases the City's overall expense budget by a total of \$10 million. This is in response to the revenues lost as a result of the COVID-19 pandemic. This amendment will allow the budget to remain in balance by lowering expenses where there are potential savings. The Finance Department met with each department, to discuss and identify any savings for FY 2020. The recommendations are listed below:

- 1) *General Fund Budget Reductions:* Finance recommends that the General Fund budget be decreased by \$8.97 million to offset the anticipated loss of \$8.95 million of revenues as a result of the COVID-19 pandemic. Realized savings are a result of position vacancies and savings in both personnel and operating accounts. The General Fund amendment includes allocating an additional reserve to allow the City Manager to pay unanticipated COVID response related expenses and/or restore programs or vacant positions in the event that revenue conditions improve late in the fiscal year.
- 2) *Multipurpose Fund Budget Reductions:* Finance recommends that the Multipurpose Fund budget be decreased by \$107,000 to offset some of the anticipated loss of \$240,000 of revenues as a result of the COVID-19 pandemic. Realized savings are a result of position vacancies and savings in both personnel and operating accounts. This will result in a use of excess fund balance because on-going revenues will not cover on-going expenses. This is allowed under the Budget Contingency Plan section of the City's adopted Financial Policy due to the economic crisis. The fund does remain in

compliance with debt and operating reserve requirements.

- 3) *Sports Center Fund Budget Reductions:* Finance recommends that the Sports Fund budget be decreased by \$216,000 to offset some of the anticipated loss of \$1.1 million of revenues as a result of the COVID-19 pandemic. Realized savings are result of position vacancies and savings in both personnel and operating accounts. This will result in a use of excess fund balance because on-going revenues will not cover on-going expenses. This is allowed under the Budget Contingency Plan section of the City's adopted Financial Policy due to the economic crisis. The fund does remain in compliance with debt and operating reserve requirements.
- 4) *HOT Fund Budget Reductions:* Finance recommends that the HOT Fund budget be decreased by \$720,000 to offset some of the anticipated loss of \$2 million of revenues as a result of the COVID-19 pandemic. Realized savings are a result of position vacancies and savings in both personnel and operating accounts. This will result in a use of excess fund balance because on-going revenues will not cover on-going expenses. This is allowed under the Budget Contingency Plan section of the City's adopted Financial Policy due to the economic crisis. The fund does remain in compliance with debt and operating reserve requirements.
- 5) *Utility Fund Budget Reductions:* Finance recommends that the Utility Fund budget be decreased by \$366,000 to account for department savings in response to the COVID-19 pandemic. Realized savings are a result of savings in both personnel and operating accounts. Revenue impacts for the Utility Fund are not anticipated at this time, but these savings will prepare the fund for any long-term revenue uncertainties resulting from COVID-19.
- 6) *Drainage Fund Budget Reductions:* Finance recommends that the Drainage Fund budget be decreased by \$266,000 to account for department savings in response to the COVID-19 pandemic. Realized savings are a result of savings in both personnel and operating accounts. Revenue impacts for the Drainage Fund are not anticipated at this time, but these savings will prepare the fund for any long-term revenue uncertainties resulting from COVID-19.

ORDINANCE NO. O-2020-0131

**AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO THE
OPERATING BUDGET OF THE CITY OF ROUND ROCK, TEXAS FOR
FISCAL YEAR 2019-2020.**

WHEREAS, the City of Round Rock is implementing the Budget Contingency Plan section of the adopted Council Financial Policies due to the economic crisis resulting from the COVID-19 emergency; and

WHEREAS, the amendment reduces budgeted expenditures in the General Fund, Utility Fund and Drainage Fund to ensure ongoing revenues exceed ongoing expenditures in accordance with the policy; and

WHEREAS, the amendment requires use of excess fund balances for the HOT, Sports Center and Multipurpose Complex Funds, but all remain in compliance with minimum debt and operating reserve requirements, Now Therefore

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

That the operating budget for the City of Round Rock, Texas for Fiscal Year 2019-2020 is hereby revised for municipal purposes pursuant to §102.010, Local Government Code and in accordance with the proposal submitted to the Council by the City Manager, which proposal is attached hereto as Exhibit "A" and is incorporated into this ordinance by reference for all purposes.

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

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and

the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the _____ day of _____, 2020.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2020.

ATTEST:

CRAIG MORGAN, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**FY 2020 Budget Amendment
Budget Reduction in Response to COVID-19**

	<u>FY 2020 Budget</u>
General Fund	
<i>Revenue Impacts:</i>	
Sales Tax	\$ 5,320,000
Program Revenues	2,040,000
Other Revenues	1,585,000
<i>Total Anticipated Revenue Losses</i>	\$ 8,945,000
<i>Expenditure Reductions:</i>	
Neighborhood Streets Maintenance transfer to GSFC	\$ (4,300,000)
PARD Bucket transfer to GSFC	(200,000)
Remaining market adjustment funding	(762,000)
Hiring Delay	(1,260,000)
Other Reductions	(2,944,000)
Additional Funding to CM Contingency	500,000
<i>Total Expenditure Reductions:</i>	\$ (8,966,000)
<i>General Fund Balance - net effect</i>	\$ 21,000
Hotel Occupancy Tax Fund	
Revenue Impact	\$ 1,991,000
Expenditure Reductions	(720,000)
<i>HOT Fund Balance - net effect</i>	\$ (1,271,000)
Sports Center Fund	
Revenue Impact	\$ 1,125,000
Expenditure Reductions	(216,000)
<i>Sports Center Fund Balance - net effect</i>	\$ (909,000)
Multipurpose Complex Fund	
Revenue Impact	\$ 240,000
Expenditure Reductions	(107,000)
<i>MPC Fund Balance - net effect</i>	\$ (133,000)

**FY 2020 Budget Amendment
Budget Reduction in Response to COVID-19**

	<u>FY 2020 Budget</u>
Utility Fund	
Expenditure Reductions	\$ (366,000)
<i>Utility Fund Balance - net effect</i>	<u>\$ 366,000</u>
 Drainage Fund	
Expenditure Reductions	\$ (266,000)
<i>Drainage Fund Balance - net effect</i>	<u>\$ 266,000</u>



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to City of Round Rock Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$60,283.75

Indexes: General Fund

Attachments: Resolution, Agreement, Form 1295

Department: General Services Department

Text of Legislative File 2020-0142

In 2017 The City entered into a five year agreement with Loftin for services, repair and annual load testing of our generators. As the City builds out we also increase the amount of generators we have. We currently have 28 Generators located at City facilities, as well as pump and lift stations. We also have two generator in reserve that are ready to be deployed at anytime. These additional funds will help us get through until the end of the contract in 2022.

Cost: \$60,283.75

Source of Funds: General Fund

RESOLUTION NO. R-2020-0142

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company (“Agreement”); and

WHEREAS, Loftin Equipment Company has submitted Supplemental Agreement No. 1 to increase the Contract Amount due to an increase in required services; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 1 with Loftin Equipment Company, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company”, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF GENERATOR PREVENTATIVE MAINTENANCE
AND REPAIR SERVICES WITH
LOFTIN EQUIPMENT COMPANY"**

CITY OF ROUND ROCK	§	
	§	
STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	
COUNTY OF WILLIAMSON	§	

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Purchase of Generator Preventative Maintenance and Repair Services with Loftin Equipment Company," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Loftin Equipment Company, hereinafter called the "Services Provider."

WHEREAS, the City and Services Provider previously executed the referenced "Agreement for Purchase of Generator Preventative Maintenance and Repair Services" for the City's generators, hereinafter called the "Agreement," on August 24, 2017 by Resolution No. R-2017-4709; and

WHEREAS, the City and Services Provider desire to increase the Contract Amount provided in the Agreement due to an increase in required services;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Services Provider agree that said Agreement is amended and supplemented as follows:

I.

Section 5.01, Costs, shall be amended as follows:

- A. In consideration for the services to be performed by the Services Provider, City agrees to pay Services Provider the amounts set forth in pages sixteen (16) through nineteen (19) ("Bid Form") of the attached Exhibit "A."
- B. The City shall be authorized to pay the Services Provider an amount not-to-exceed ~~Forty Eight Thousand Two Hundred Twenty Seven and No/100 Dollars (\$48,227.00)~~ Sixty Thousand Two Hundred Eighty-Three and 75/100 Dollars (\$60,283.75) per year for the term of the Agreement.

II.

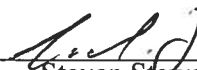
This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Services Provider have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

LOFTIN EQUIPMENT COMPANY

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

By:  _____
Printed Name: Steven Stewart
Title: Service Sales Manager
Date Signed: 3/17/2020

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-599681

Date Filed:
03/17/2020

Date Acknowledged:

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

Loftin Equipment Company, Inc.
Universal City, 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.

Resolution No. R-2017-4709

SUPPLEMENTAL AGREEMENT NO. 1 TO "CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF GENERATOR
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LOFTIN EQUIPMENT COMPANY"

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 Steven Stewart, and my date of birth is [REDACTED].

My address is 1241 Universal City Blvd., Universal City, TX, 78148, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 17 day of March, 20 20.
(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 Supplemental Agreement No. 1 to Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc. for construction materials testing services related to the Fire Station No. 3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$50,708.09

Indexes: 2017 General Obligation Bonds

Attachments: Resolution, Agreement, Form 1295

Department: General Services Department

Text of Legislative File 2020-0144

Per City of Agreement between Owner and Contractor, the City is responsible for cost associated with construction material testing. The City of Round Rock Building Construction Division requests additional testing of construction material for the Fire Station 3 project to provide quality assurance; while meeting the construction schedule of weekend and overtime work.

Original Contract \$45,000.00

Supplemental #1 \$5,708.09

Total Agreement Cost \$50,708.09

Cost: \$50,708.09

Source of Funds: 2017 General Obligation Bonds

RESOLUTION NO. R-2020-0144

WHEREAS, the City of Round Rock has previously entered into a “City of Round Rock Agreement for Professional Consulting Services for Construction Materials Testing Services with Rock Engineering & Testing Laboratory, Inc.” (“Agreement”) related to the Fire Station No. 3 Project; and

WHEREAS, Rock Engineering & Testing Laboratory, Inc. has submitted Supplemental Agreement No. 1 to amend the scope of services to add additional services related to construction materials testing and to increase the contract amount; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 1 with Rock Engineering & Testing Laboratory, 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 Supplemental Agreement No. 1 to “City of Round Rock Agreement for Professional Consulting Services for Construction Materials Testing Services with Rock Engineering & Testing Laboratory, Inc.,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00446458

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES WITH
ROCK ENGINEERING & TESTING LABORATORY, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Professional Consulting Services for Construction Materials Testing Services with Rock Engineering & Testing Laboratory, Inc." for the Fire Station No. 3 Project, hereinafter called "Supplemental Agreement No. 1," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called the "City" and **ROCK ENGINEERING & TESTING LABORATORY, INC.** located at No. 1 Roundville Lane, Round Rock, Texas 78664, hereinafter called the "Consultant."

WHEREAS, the City and Consultant previously executed the referenced "City of Round Rock Agreement for Professional Consulting Services for Construction Materials Testing Services," hereinafter called the "Agreement" for the Fire Station No. 3 Project ("Project") in the amount of \$45,000.00; and

WHEREAS, the City desires to amend the Scope of Services to add additional services related to construction materials testing for the Project; and

WHEREAS, it is necessary to amend the Scope of Services and increase the Contract Amount provided in the Agreement by \$5,708.09 to a total of \$50,708.09 as set forth herein;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Consultant agree that said Agreement is amended and supplemented as follows:

I.

Section 2.01 of the Agreement is hereby amended to read as follows:

2.01 SCOPE OF SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A" and the Addendum to Exhibit "A."

titled "Scope of Work" which documents ~~is~~ are incorporated herein for all purposes. Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A" and the Addendum to Exhibit "A" in the time frame set forth in Exhibit "A" and the Addendum to Exhibit "A." Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

II.

Section 4.01 of the Agreement is hereby amended to read as follows:

4.01 CONTRACT AMOUNT

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

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services related to the Project hereunder shall not exceed ~~Forty Five Thousand and No/100 Dollars (\$45,000.00)~~ **Fifty Thousand Seven Hundred Eight and 09/100 Dollars (\$50,708.09).** This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

III.

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

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

**ROCK ENGINEERING & TESTING
LABORATORY, INC.**

By: Arnie King Hammock, P.E.
Printed Name: Arnie King Hammock
Title: VP - Round Rock
Date Signed: May 11, 2020

Exhibit "A"



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

May 7, 2020

City of Round Rock – General Services
212 Commerce Cove
Round Rock, Texas 78664

Attn: Richard Will
richardwill@roundrocktexas.gov

**SUBJECT: CONSTRUCTION MATERIALS ENGINEERING SERVICES
CHANGE ORDER NO. 1 REQUEST
FIRE STATION NO. 3
201 SUNDANCE PARKWAY
ROUND ROCK, TEXAS
RETL PROPOSAL NO.: C319119CO1R1**

Dear Mr. Will;

Introduction

Rock Engineering & Testing Laboratory, Inc. (RETL) was selected by the City of Round Rock to provide Construction Materials Engineering Services for the Fire Station No. 3 project. RETL received an executed copy of CM-2019-0194 dated June 28, 2019. The contract amount for the Construction Materials Engineering Services for this project was set at \$45,000.00.

Budget Review

As of February 28, 2020, our records indicate the following:

- | | |
|---|-------------|
| • Contract amount | \$45,000.00 |
| • Services provided through February 28, 2020 | \$44,634.29 |
| • Remaining contract amount | \$365.71 |

Scope of Services Remaining to Project Completion

Based on information provided to RETL representative Mr. Bryan Angelo in an email dated May 1, 2020 prepared by Mr. Roger Gilbert representing IE2 Construction, RETL understands that the following type and of Construction Materials Engineering Services remain to complete this project.

- Earthwork Inspection and Testing
 - Perform field moisture content and density testing on subgrade soils and aggregates placed as base course materials.
- Concrete Inspection and Testing:
 - Periodic inspection of the placement of paving/hardscape concrete by personnel certified as ACI Concrete Field Testing Tech, Grade 1.
 - Obtain representative samples of concrete (ASTM C172)
 - Measurement of slump (ASTM C143)

ROCK ENGINEERING & TESTING LABORATORY, INC.

7 Roundville Lane • Round Rock, Texas 78664

OFFICE: (512) 284-8022 • FAX: (512) 284-7764 • www.rocktesting.com

Exhibit "A"

City of Round Rock – General Services
May 9, 2020
RETL Nob No. C319119CO1R1

FIRE STATION NO. 3
201 Sundance Boulevard
Round Rock, Texas

- Determination of air content (ASTM C231)
 - Measurement of temperature (ASTM C1064)
 - Preparation of compressive strength test specimens (ASTM C31)
 - Laboratory compressive strength testing of test specimens (ASTM C39)
- Hot Mix Asphaltic Concrete Testing
 - Periodic inspection and sampling of hot mix asphaltic concrete
 - Field and laboratory testing of hot mix asphaltic concrete
 - Obtain cored test specimens
 - Extraction and gradation
 - Molded Laboratory Density Specimens
 - Theoretical maximum density and stability
- Engineering
 - Review of material testing reports.

Change Order No. 1 Budget Request

RETL anticipates that the following quantities of testing will be required to complete this project:

Soils	Quantity	Amount	Total
Sr. Engineering Technician, hr	12	\$46.80	\$561.60
Field Density Testing - Nuclear Gauge, daily	3	\$175.00	\$525.00
		Sub Total	\$1,086.60
Concrete			
Engineering Technician, hr	28	\$42.00	\$1,176.00
Sr. Engineering Technician, hr	14	\$46.80	\$655.20
Concrete Test Cylinder, ea	45	\$25.00	\$1,125.00
		Sub Total	\$2,956.20
Asphaltic Concrete			
Sr. Engineering Technician, hr	20	\$46.80	\$936.00
Field Density Testing - Nuclear Gauge, daily	3	\$175.00	\$525.00
Core Thickness/Density, each	3	\$65.00	\$195.00
Project Manager, hr	2	\$95.00	\$190.00
Professional Engineer, hr	1	\$185.00	\$185.00
		Sub Total	\$2,031.00
		Total Fee to Complete	\$6,073.80



Exhibit "A"

City of Round Rock – General Services
May 9, 2020
RETL Nob No. C319119CO1R1

FIRE STATION NO. 3
201 Sundance Boulevard
Round Rock, Texas

RETL requests that an amount of \$5,708.09 (\$6,073.80 - \$365.71) be issued for Change Order No. 1 to increase the Total Contract Amount to \$50,708.09 to complete the Construction Materials Inspection and Testing Services for the Fire Station No. 3 project.

Closing

RETL looks forward to our continued participation of providing Construction Materials Inspection and Testing Services for this project. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Bryan Angelo, CET
CMT Project Manager – Round Rock



Arnie K. Hammock, P.E.
Vice President – Round Rock



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.**

Rock Engineering and Testing Laboratory, Inc.
Corpus Christi, TX United States

Certificate Number:
2020-617939

Date Filed:
05/11/2020

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
Geotechnical Engineering and Construction Materials Engineering

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

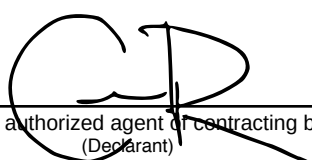
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Curtis A Rock, and my date of birth is [REDACTED].

My address is 6817 Leopard St., Corpus Christi, TX, 78409, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 11th day of May, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with P.E Consulting Services, Inc. for the evaluation and improvement of the City's ISO rating.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Robert Isbell, Fire Chief

Cost: \$58,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Fire Department

Text of Legislative File 2020-0134

The Fire Department is requesting to work with P.E. Consulting for Insurance Service Organization (ISO) inspection and evaluation assistance. ISO conducts evaluations of communities on a ten (10) year rotation and Round Rock is due for this assessment. ISO will assign a risk value known as a public protection classification (PPC) number on a scale of 1 through 10, (1 being best and 10 worst). The PPC ranking is used by the insurance industry to establish homeowners and business insurance rates based on risk. Round Rock is currently classified at a PPC rating of Two (2). An improved rating would result in a reduced homeowners and business owner's insurance rates. P.E. consulting has an extensive background in assisting cities with ISO reviews and makes recommendations for improvement to maximize the ISO rating.

Cost: \$58,000.00

Source of Funds: General fund

RESOLUTION NO. R-2020-0134

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to the evaluation and improvement of the City’s existing ISO infrastructure; and

WHEREAS, P.E. Consulting Services, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with P.E. Consulting Services, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to Evaluation and Improvement of the City’s Existing ISO with P.E. Consulting Services, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
EVALUATION AND IMPROVEMENT OF THE CITY'S EXISTING ISO
WITH
P.E. CONSULTING SERVICES, INC.**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THIS AGREEMENT for professional consulting services related to the evaluation and improvement of the City's existing ISO infrastructure (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2020 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 P.E. CONSULTING SERVICES, INC., whose offices are located at 3101 South Country Club Road, Garland, Texas 75043-1311 (referred to herein as the "Consultant").

RECITALS:

WHEREAS, professional consulting services related to evaluation and recommendations to improve the City's existing ISO are desired by the City; and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, the City desires to contract with Consultant for said services; 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 Consultant whereby City agrees to buy specified services and Consultant is obligated to provide same. The Agreement includes any exhibits, addenda, and or amendments thereto.

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

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

D. **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. **Services** mean work performed to meet a demand or effort by Consultant to comply with promised delivery dates, specifications, and technical assistance specified.

2.0 EFFECTIVE DATE, DURATION, AND 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 be for twelve (12) months from the effective date hereof.

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

3.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "A" and herein, and may be increased during the term of the Agreement, but only with a written Supplemental Agreement executed by both parties as described in Section 10.0.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Fifty-Eight Thousand and No/100 Dollars (\$58,000.00)** to be paid as set forth in Exhibit "A" and herein.

6.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.0 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.0 INSURANCE

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

8.0 PROMPT PAYMENT POLICY

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

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

9.0 NON-APPROPRIATION AND FISCAL FUNDING

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

10.0 SUPPLEMENTAL AGREEMENT

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

11.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement.

Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new Consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

12.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

13.0 INDEPENDENT CONTRACTOR STATUS

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

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

14.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

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

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods,

techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

15.0 WARRANTIES

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

16.0 LIMITATION OF LIABILITY

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

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

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

17.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

18.0 ASSIGNMENT AND DELEGATION

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

19.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its subconsultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of

the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

21.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, subconsultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

22.0 DESIGNATION OF REPRESENTATIVES

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

Chief Isbell
Fire Chief, Fire Department
203 Commerce Boulevard
Round Rock, TX 78664
(512) 218-6630
risbell@roundrocktexas.gov

23.0 NOTICES

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

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

Notice to Consultant:

P.E. Consulting Services, Inc.
3101 South Country Club Road
Garland, TX 75043

Notice to City:

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

AND TO:

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

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.0 EXCLUSIVE AGREEMENT

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

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

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

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Exhibit "A" may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to

Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

P.E. Consulting Services, Inc.

By: *Mike Pietsch*
Printed Name: Mike Pietsch
Title: President
Date Signed: 4/21/2020

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

PROPOSAL

TO
PROVIDE
CONSULTING SERVICES

TO
THE CITY OF ROUND ROCK

**Prepare a Grading Summary and
Create a List of Suggested Improvements
(Phase I)**

BY
MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.
OF
GARLAND, TEXAS

January 28, 2020

**Proposals - City of Round Rock
Phase I – MG&SIs**

Exhibit "A"

The following is a proposed estimate of the time and costs that would be associated with a consulting project with **Mike Pietsch, P.E. Consulting Services, Inc.** for the **City of Round Rock**. The consulting team will consist of Mike Pietsch, P.E.

SCOPE OF CONSULTING SERVICES

The proposed scope of work will consist of meeting with various City Officials from the City of Round Rock as follows:

I. Confirm the following information for the City of Round Rock:

- **Evaluate ISO's Needed Fire Flow Report:**
- **Texas Exception:**
 - Attendance at Fireman's Training School
 - Compressed Air Foam
 - Volunteer Certification
- **Fire Department:**
 - Apparatus Inventories
 - Pump Tests
 - Staffing
 - Training
 - Operational Considerations
 - Fire Station Locations
 - Locating apparatus to maximize the grading
 - Distribution of companies
- **Fire Service Communications:**
 - Methods of alarm receipt
 - Number and training of dispatchers
 - Monitoring for Integrity
 - Emergency Power
 - Methods of dispatch
- **Water Department:**
 - Supply Facilities
 - Hydrant Distribution
 - Hydrant Inspection
 - Flow Testing – perform and/or analyze flow tests

Proposals - City of Round Rock
Phase I – MG&SIs

Exhibit "A"

- **Community Risk Reduction:**
 - Fire Marshal – Inspections and Investigations
 - Codes
 - Staffing
 - Certifications
 - Training
 - Public Fire Education
 - Staffing
 - Certifications
 - Training

II. Grade the City of Round Rock (at my home office)

III. Create a List of Suggested Improvements, which, if implemented, would allow the City of Round Rock to improve its I.S.O. rating. These will be prioritized with their impact on the I.S.O. Public Protection Classification of the City of Round Rock (at my home office).

COST REQUIREMENTS

To Complete the Grading Summary and List of Suggested Improvements:

- | | |
|---|-----------|
| • Assimilating the information | \$ 7,500 |
| • Grade/Prepare a Grading Summary | \$ 16,000 |
| • Prepare the Suggested Improvements | \$ 4,500 |
| • Expenses (hotel, meals, transportation, etc.) | \$ 1,000 |

Total \$ 29,000

**The total cost to the City of Round Rock will not exceed \$29,000
to Prepare a Grading Summary and
Create a List of Suggested Improvements.**

Phase I proposal includes 1 site visit

PAYMENT AGREEMENT:

The City of Round Rock agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the conclusion of the consulting project (Phase I) assuming the proposal is accepted by the City of Round Rock.

Submitted by:

*Mike Pietsch, P.E.
Civil Engineer*

**Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
Phone: 972-271-3292 Cell: 214-728-6507
Fax: 972-840-6665
Email: michaelpietsch@tx.rr.com**

**Proposals - City of Round Rock
Phase I – MG&SIs**

Exhibit "A"

PROPOSAL

TO
PROVIDE
CONSULTING SERVICES

TO

THE CITY OF ROUND ROCK

**To Prepare the I.S.O. Pre-Survey Packet
(Phase II)**

BY

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

OF

GARLAND, TEXAS

January 28, 2020

**Proposal for The City of Round Rock
Prepare I.S.O. Pre-Survey Packet (Phase II)**

Exhibit "A"

The following is a proposed estimate of the time and costs that would be associated with a consulting project with **Mike Pietsch, P.E. Consulting Services, Inc.** for the **City of Round Rock**. The consulting team will consist of Mike Pietsch, P.E.

SCOPE OF CONSULTING SERVICES

The proposed scope of work will consist of meeting with various officials from Round Rock as follows in order to document the answers to the questions presented within I.S.O.'s pre-survey packet. The questions will cover the areas described below:

- **Correct ISO's Needed Fire Flow Report:**
- **Texas Exception**
 - Attendance at Fireman's Training School
 - Compressed Air Foam
 - Volunteer Certification
- **Fire Department:**
 - Apparatus Inventories
 - Pump Tests
 - Staffing
 - Training
 - Operational Considerations
 - Fire Station Locations
 - Locating apparatus to maximize the grading
 - Distribution of companies
- **Fire Service Communications**
 - Methods of alarm receipt
 - Number and training of dispatchers
 - Monitoring for Integrity
 - Emergency Power
 - Methods of dispatch
- **Water Department:**
 - Supply Facilities
 - Hydrant Distribution
 - Hydrant Inspection
 - Flow Testing – perform and/or analyze flow tests

Exhibit "A"

- **Community Risk Reduction:**
 - Fire Marshal – Inspections and Investigations
 - Codes
 - Staffing
 - Certifications
 - Training
 - Public Fire Education
 - Staffing
 - Certifications
 - Training

COST REQUIREMENTS

If I prepare a Grading Summary and the corresponding List of Suggested Improvements for the City of Round Rock:

- Assimilating information in City of Round Rock \$ 7,500
- Complete ISO Pre-Survey Packet – At home office \$ 15,000
- Expenses (hotel, meals, transportation, etc.) \$ 1,000

Total \$ 23,500

The total cost to the City of Round Rock will not exceed \$23,500 if my services are obtained to prepare a Grading Summary and corresponding List of Suggested Improvements.

This Proposal for Phase II includes just 1 site visit

PAYMENT AGREEMENT:

The City of Round Rock agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the conclusion of the consulting project (Phase II) assuming this proposal is accepted by the City of Round Rock.

Submitted by:

*Mike Pietsch, P.E.
Civil Engineer*

**Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
Phone: 972-271-3292 Cell: 214-728-6507
Fax: 972-840-6665
Email: michaelpietsch@tx.rr.com**

Proposal for The City of Round Rock
Prepare I.S.O. Pre-Survey Packet (Phase II)

Exhibit "A"

PROPOSAL

TO
PROVIDE
CONSULTING SERVICES

TO

THE CITY OF ROUND ROCK

**Assist the I.S.O. Field Representative
During the I.S.O. Survey
(Phase III)**

BY

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

OF

GARLAND, TEXAS

January 28, 2020

**Proposal for the City of Round Rock
Assist I.S.O. Field Representative (Phase III)**

Exhibit "A"

The following is a proposed estimate of the time and costs that would be associated with a consulting project with **Mike Pietsch, P.E. Consulting Services, Inc.** for the **City of Round Rock**. The consulting team will consist of Mike Pietsch, P.E.

SCOPE OF CONSULTING SERVICES

Represent the City of Round Rock during the I.S.O. field survey. Areas covered by the I.S.O. Field Representative are shown below:

- **Present ISO's Corrected Needed Fire Flow Report:**
- **Texas Exception**
 - Attendance at Fireman's Training School
 - Compressed Air Foam
 - Volunteer Certification
- **Fire Department:**
 - Apparatus Inventories
 - Pump Tests
 - Staffing
 - Training
 - Operational Considerations
 - Fire Station Locations
 - Locating apparatus to maximize the grading
 - Distribution of companies
- **Fire Service Communications**
 - Methods of alarm receipt
 - Number and training of dispatchers
 - Monitoring for Integrity
 - Emergency Power
 - Methods of dispatch
- **Water Department:**
 - Supply Facilities
 - Hydrant Distribution
 - Hydrant Inspection
 - Flow Testing – perform and/or analyze flow tests

Exhibit "A"

- **Community Risk Reduction:**
 - Fire Marshal – Inspections and Investigations
 - Codes
 - Staffing
 - Certifications
 - Training
 - Public Fire Education
 - Staffing
 - Certifications
 - Training

COST REQUIREMENTS

If I prepare a Grading Summary, create a List of Suggested Improvements, and assist with completion of the Pre-Survey Packet for the City of Round Rock:

- Assist the I.S.O. Field Representative \$ 5,000
- Expenses (hotel, meals & transportation) \$ 500

Total \$ 5,500

The total cost to the City of Round Rock to Assist the I.S.O. Field Representative will not exceed \$5,500; if my services are obtained to: 1) Complete the Grading Summary and the List of Suggested Improvements Report. 2) Complete ISO's 24 Pre-Survey Packets of required information prior to the ISO survey commencing.

The Proposal for Phase III includes just 1 site visit.

PAYMENT AGREEMENT:

The City of Round Rock agrees to pay Mike Pietsch, P.E. Consulting Services, Inc. upon the conclusion of this phase of the consulting project (Phase III).

Submitted by:

*Mike Pietsch, P.E.
Civil Engineer*

***Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
Phone: 972-271-3292 Cell: 214-728-6507
Fax: 972-840-6665
E-mail: michaelpietsch@tx.rr.com***

**Proposal for the City of Round Rock
Assist I.S.O. Field Representative (Phase III)**

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:
2020-609829

Date Filed:
04/21/2020

Date Acknowledged:

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

Mike Pietsch, P.E., Consulting Services Inc
Garland, 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, TX

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
Assist with Insurance Rating

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 Mike Pietsch, and my date of birth is [REDACTED].

My address is 3101 S. Country Club Rd Garland TX 75043 USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 21 day of April, 2020
(month) (year)

Mike Pietsch
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 RXV Elite golf carts for Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McKenzie, Sports Management Director

Cost: \$146,265.60

Indexes: Golf Course Revenue Fund

Attachments: Resolution, Exhibit A

Department: Sports Management and Tourism

Text of Legislative File 2020-0135

PNC Equipment Finance, LLC will lease (80) model year 2020 E-Z-Go RXV Elite golf carts to the City of Round Rock / Forest Creek Golf Club. The lease term will be 48 months. The order will be placed utilizing National IPA contract # R161101.

Cost: \$146,265.60

Source of Funds: Golf Course Revenue Fund

RESOLUTION NO. R-2020-0135

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-1 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

EXHIBIT**"A"**

E04

Lease Agreement

Dated as of March 10, 2020

Lease Number 98989778-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
City of Round Rock
221 East Main Street
Round Rock, TX 78664

FEDERAL TAX ID
746017485

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of \$3,047.20 beginning _____.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

City of Round Rock
("Lessee")

X

Authorized Signature

Print Name

Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date
221 East Main Street
Round Rock, TX 78664

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: Stephan L. Sheets
Law firm: Sheets & Crossfield, PLLC

CERTIFICATE OF ACCEPTANCE

Lease Number 98989778-1

Quantity	Description	Serial No.
80	2020 RXV Elite	

☒ City of Round Rock
 Forest Creek Golf Club
 99 Twin Ridge Parkway
 Round Rock, TX 78664

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Round Rock
("Lessee")

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

March 10, 2020

City of Round Rock
Course Name: Forest Creek Golf Course
221 East Main Street
Round Rock, TX 78664
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and City of Round Rock

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
80	2020 RXV Elite	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

RESOLUTION NO. R-2020-_____

**A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION,
AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-1 WITH
PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS,
AND DETERMINING OTHER MATTERS IN CONNECTION
THEREWITH.**

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor ("Authorized Representative") acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit "A" and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

Lease # 98989778-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Round Rock		Federal Tax ID Number: 746017485	
Invoices should be directed to: ACCOUNTS PAYABLE		Attention:	
Address: 221 E. MAIN STREET	CITY: ROUND ROCK	State: TX	Zip: 78664

Preferred Method of Payment: (Please check)

<input checked="" type="checkbox"/> Monthly Invoice (Mail)		
Invoices should be directed to: ACCOUNTS PAYABLE		Attention:
Address: 221 E. MAIN STREET	City: ROUND ROCK TX 78664	
<input type="checkbox"/> Monthly Invoice (Email)		Email:
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
----------------	------

Email:

PNC Equipment Finance, LLC a Delaware limited liability company ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☒ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 98989778-1

Lessee: City of Round Rock

Signature:

X

Print Name:

Craig Morgan

Title:

Mayor

Date:

PLEASE COMPLETE AND SIGN FORM



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease a 2020 Refresher Oasis and a 2020 Hauler800X Gas for Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McKenzie, Sports Management Director

Cost: \$24,487.20

Indexes: Golf Course Revenue Fund

Attachments: Resolution, Exhibit A

Department: Sports Management and Tourism

Text of Legislative File 2020-0136

PNC Equipment Finance, LLC will lease (1) model year 2020 Cushman Refresher Oasis beverage cart & (1) model year 2020 Cushman Hauler 800X utility cart to the City of Round Rock / Forest Creek Golf Club. The lease term will be 48 months. The order will be placed utilizing National IPA contract # R161101.

Cost: \$24,487.20

Source of Funds: Golf Course Revenue Fund

RESOLUTION NO. R-2020-0136

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-2 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

EXHIBIT**"A"**

E04

Lease Agreement

Dated as of March 10, 2020

Lease Number 98989778-2

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
City of Round Rock
221 East Main Street
Round Rock, TX 78664

FEDERAL TAX ID
746017485

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of \$510.15 beginning _____.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

City of Round Rock
("Lessee")

X
Authorized Signature

Print Name

Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

X
Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date
221 East Main Street
Round Rock, TX 78664

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: Stephan L. Sheets
Law firm: Sheets & Crossfield, PLLC

March 10, 2020

City of Round Rock
Course Name: Forest Creek Golf Club
221 East Main Street
Round Rock, TX 78664
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and City of Round Rock

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	2020 Refresher Oasis	
1	2020 Hauler800X Gas	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

RESOLUTION NO. R-2020-_____

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-2 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor ("Authorized Representative") acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit "A" and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

CERTIFICATE OF ACCEPTANCE

Lease Number 98989778-2

Quantity	Description	Serial No.
1	2020 Refresher Oasis	
1	2020 Hauler800X Gas	

☒ City of Round Rock
 Forest Creek Golf Club
 99 Twin Ridge PKWY
 Round Rock, TX 78664

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Round Rock
("Lessee")

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

Lease # 98989778-2

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Round Rock		Federal Tax ID Number: 746017485	
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)		
Invoices should be directed to:	Attention:	
Address	City:	
<input type="checkbox"/> Monthly Invoice (Email)		Email:
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☒ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☒ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 98989778-2

Lessee: City of Round Rock

Signature:

X

Print Name:

Craig Morgan

Title:

Mayor

Date:

PLEASE COMPLETE AND SIGN FORM



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Equipment Finance, LLC to lease 2020 TFM 10 EX GPS systems for golf carts for Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McKenzie, Sports Management Director

Cost: \$145,728.00

Indexes: Golf Course Revenue Fund

Attachments: Resolution, Exhibit A

Department: Sports Management and Tourism

Text of Legislative File 2020-0137

PNC Equipment Finance, LLC will lease (80) model year 2020 Textron TFM 10EX fleet management screens/systems to the City of Round Rock / Forest Creek Golf Club. The lease term will be 48 months. The order will be placed utilizing National IPA contract # R161101.

Cost: \$145,728.00

Source of Funds: Golf Course Revenue Fund

RESOLUTION NO. R-2020-0137

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-3 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

EXHIBIT**"A"**

E04

Lease Agreement

Dated as of March 10, 2020

Lease Number 98989778-3

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee: LESSEE FULL LEGAL NAME
City of Round Rock
221 East Main Street
Round Rock, TX 78664

FEDERAL TAX ID
746017485

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of \$3,036.00 beginning _____.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

City of Round Rock
("Lessee")

X

Authorized Signature

X

Authorized Signature

Print Name

Craig Morgan

Print Name

Title:

Mayor

Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

Date
221 East Main Street
Round Rock, TX 78664

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: Stephan L. Sheets

Law firm: Sheets & Crossfield, PLLC

CERTIFICATE OF ACCEPTANCE

Lease Number 98989778-3

Quantity	Description	Serial No.
80	2020 TFM 10EX	

☒ City of Round Rock
 Forest Creek Golf Club
 99 Twin Ridge Parkway
 Round Rock, TX 78664

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Round Rock
("Lessee")

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

March 10, 2020

City of Round Rock
Course Name: Forest Creek Golf Course
221 East Main Street
Round Rock, TX 78664
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and City of Round Rock

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
80	2020 TFM 10EX	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

RESOLUTION NO. R-2020-_____

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-3 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Sara L. White

Official Title: City Clerk

Date: May 28, 2020

Lease # 98989778-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Round Rock		Federal Tax ID Number: 746017485	
Invoices should be directed to: ACCOUNTS PAYABLE		Attention:	
Address: 221 E. MAIN STREET		City: ROUND ROCK	State: TX Zip: 78664

Preferred Method of Payment: (Please check)

<input checked="" type="checkbox"/> Monthly Invoice (Mail)			
Invoices should be directed to: ACCOUNTS PAYABLE		Attention:	
Address: 221 E. MAIN STREET		City: ROUND ROCK TX 78664	
<input type="checkbox"/> Monthly Invoice (Email)		Email:	
Billing Contact:			

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	

PNC Equipment Finance, LLC a Delaware limited liability company ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☒ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☒ I have a valid abatement or property tax exemption (documentation attached).

☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 98989778-3

Lessee: City of Round Rock

Signature:

X

Print Name:

Craig Morgan

Title:

Mayor

Date:

PLEASE COMPLETE AND SIGN FORM



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

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

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Approval Letter

Department: Utilities and Environmental Services

Text of Legislative File 2020-0138

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the capital improvements plan and impact fees. These items were last updated in November 2015 and went into effect in March 2016.

The Capital Improvements Advisory Committee met on May 6, 2020 to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council for their consideration.

RESOLUTION NO. R-2020-0138

WHEREAS, Section 395.058 of the Texas Local Government Code (“the Act”) requires the Capital Improvement Advisory Committee (“CIAC”) to report to the City Council the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee; and

WHEREAS, the CIAC is also required to advise the Council of the need to update the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the CIAC has submitted a Capital Improvement Plan Progress Semi-Annual Report; and

WHEREAS, the City Council has reviewed the attached Capital Improvement Plan Progress Semi-Annual Report and has determined same to be in compliance with the Act, Now Therefore

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

That the Capital Improvement Plan Progress Semi-Annual Report, attached hereto as Exhibit “A” and incorporated herein, is hereby approved.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



City of Round Rock Utilities & Environmental Services Department

Capital Improvements Plan
Progress
Semi-Annual Report
May 2020

SUMMARY

The Local Government Code Section 395.058 requires the Capital Improvement Advisory Committee (CIAC) to report to the political subdivision the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the Impact Fee. Included herein is the semi-annual report for the reporting period of October 1, 2019, to March 31, 2020. This report consists of an assessment of the actual growth rate in comparison to the projected growth rate, the status update of capital improvement projects, and the Impact Fees collected during the reporting period.

The local government code also requires the CIAC to advise the City Council of the need to update the land use assumptions, capital improvements plan, and Impact Fees. These items were last updated by the City in November 2015.

Figure 1 shows the groundwater and surface water produced along with the number of active water services over the past two years. Although the City continues to grow, the total water production remains relatively steady. Water usage is highly dependent on weather patterns; however, the City's conservation and reuse water programs are also making an impact.

Figure 1

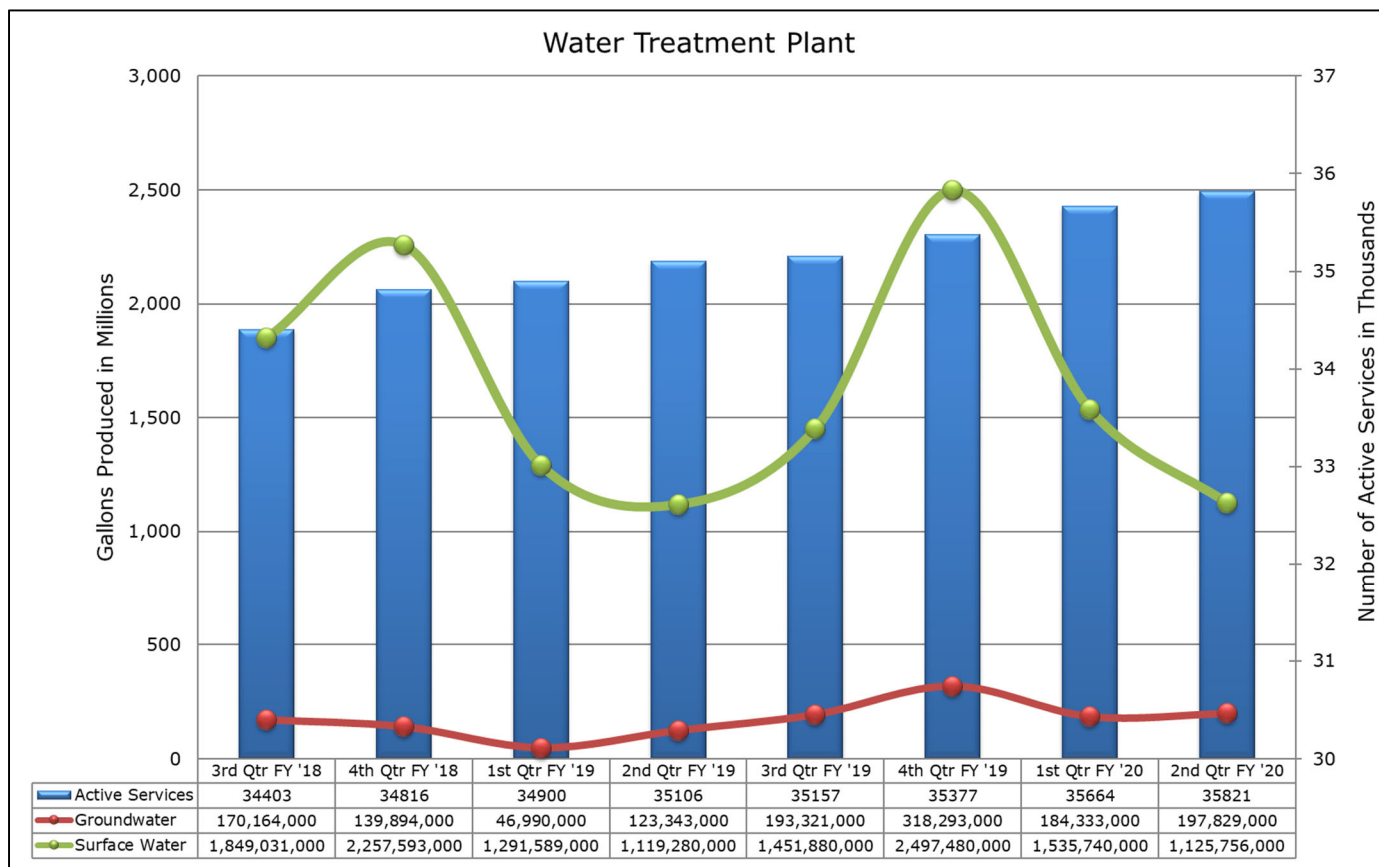


Figure 2 reflects the daily average of potable water produced each month over the past ten years. Total water production is dependent on weather conditions; therefore, discretionary water usage is higher during the summer months.

Figure 2

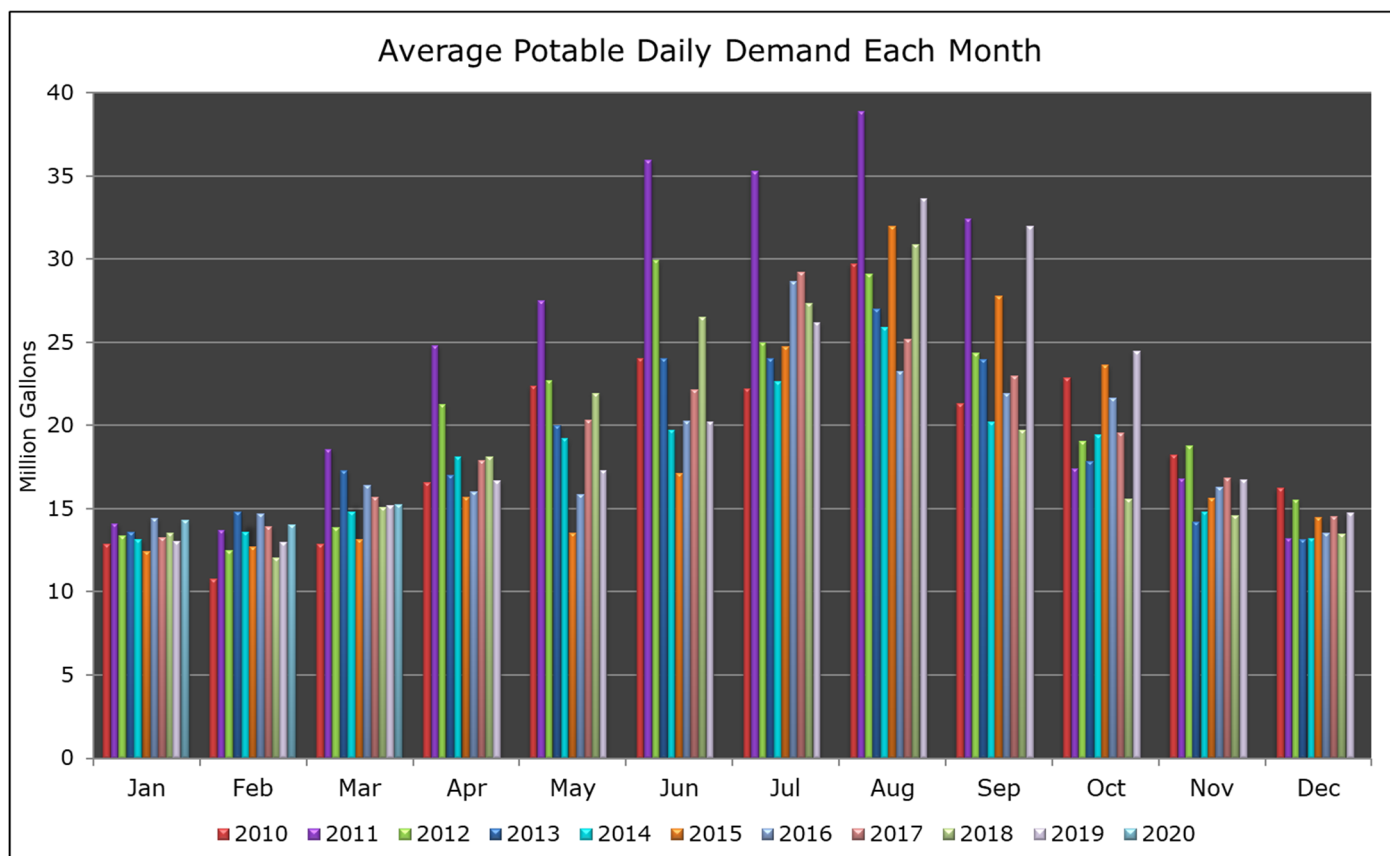


Figure 3 reflects the monthly potable treated water production and the Type I Reuse treated water production. The City's reuse water system began production in October 2012 with three customers: Old Settlers Park, Dell Diamond, and Forest Creek Golf Course. The City has since expanded the system to Forest Creek HOA, Legends Village Subdivision, Austin Community College, Texas A&M Health Science Center, and the Forest Grove and Vizcaya Subdivisions. The City continues to promote the reuse water system in the Northeast part of Round Rock, and as depicted in Figure 3, the demand continues to grow.

Figure 3

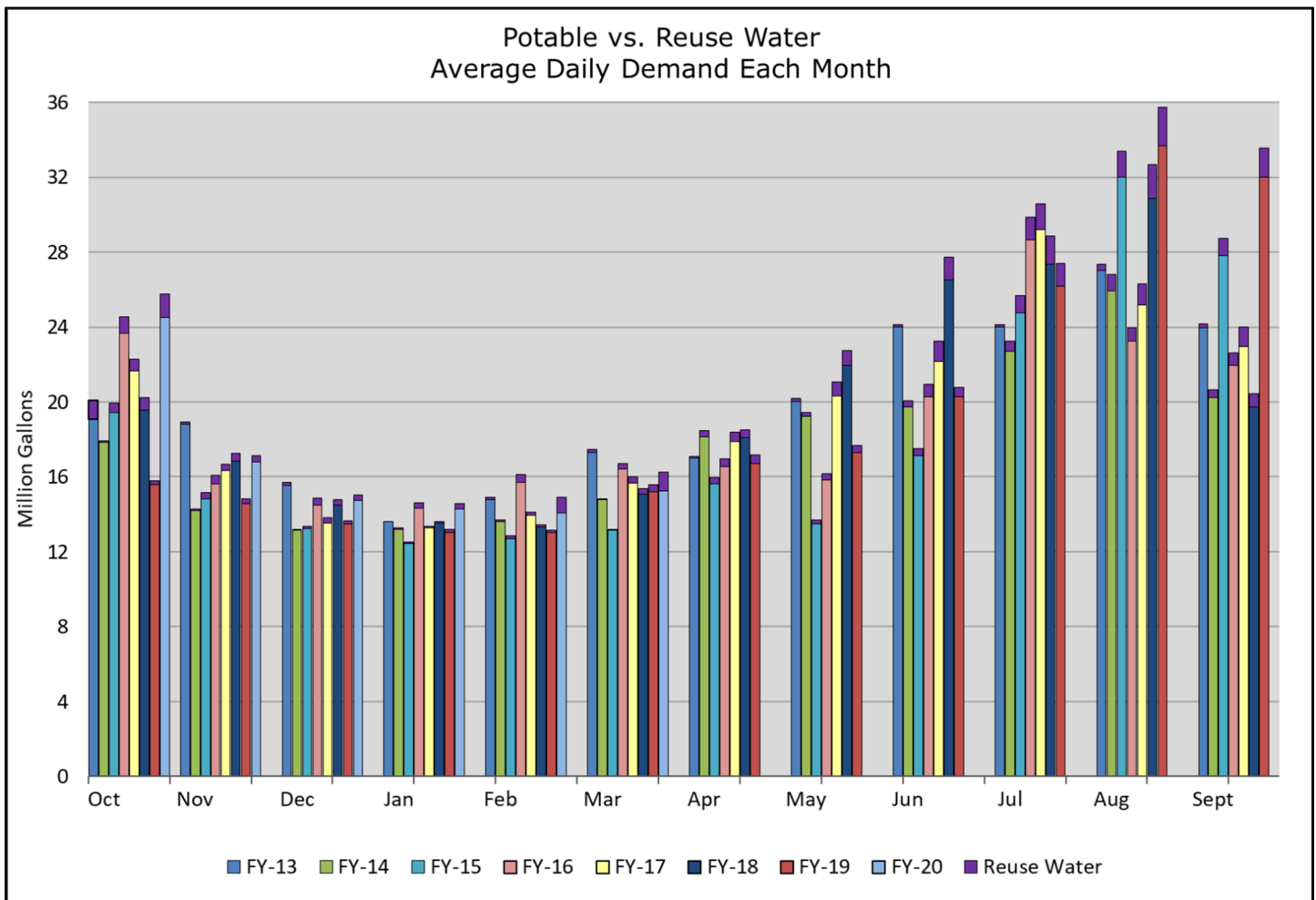


Figure 4 shows the number of new single-family building permits issued in the City of Round Rock and the City's extra-territorial jurisdiction (ETJ) over the past ten years. The number of new housing starts per year in the City has ranged from 222 to 911 annually. Single-family permits have slowed down from FY-19, where 849 permits were issued, verses 313 permits issued for the first half of FY-20. Most of the activity is in Madsen Ranch, Saul's Ranch, Vizcaya, Cottages at Meadowlake, Diamond Oaks, Legends Village, Reserve at Wyoming Springs, and Warner Ranch Duplexes. Several Municipal Utility Districts (MUDs) located in Round Rock's ETJ, as noted in Figure 4, continue to experience a steady number of new housing starts during this time as well.

Figure 4

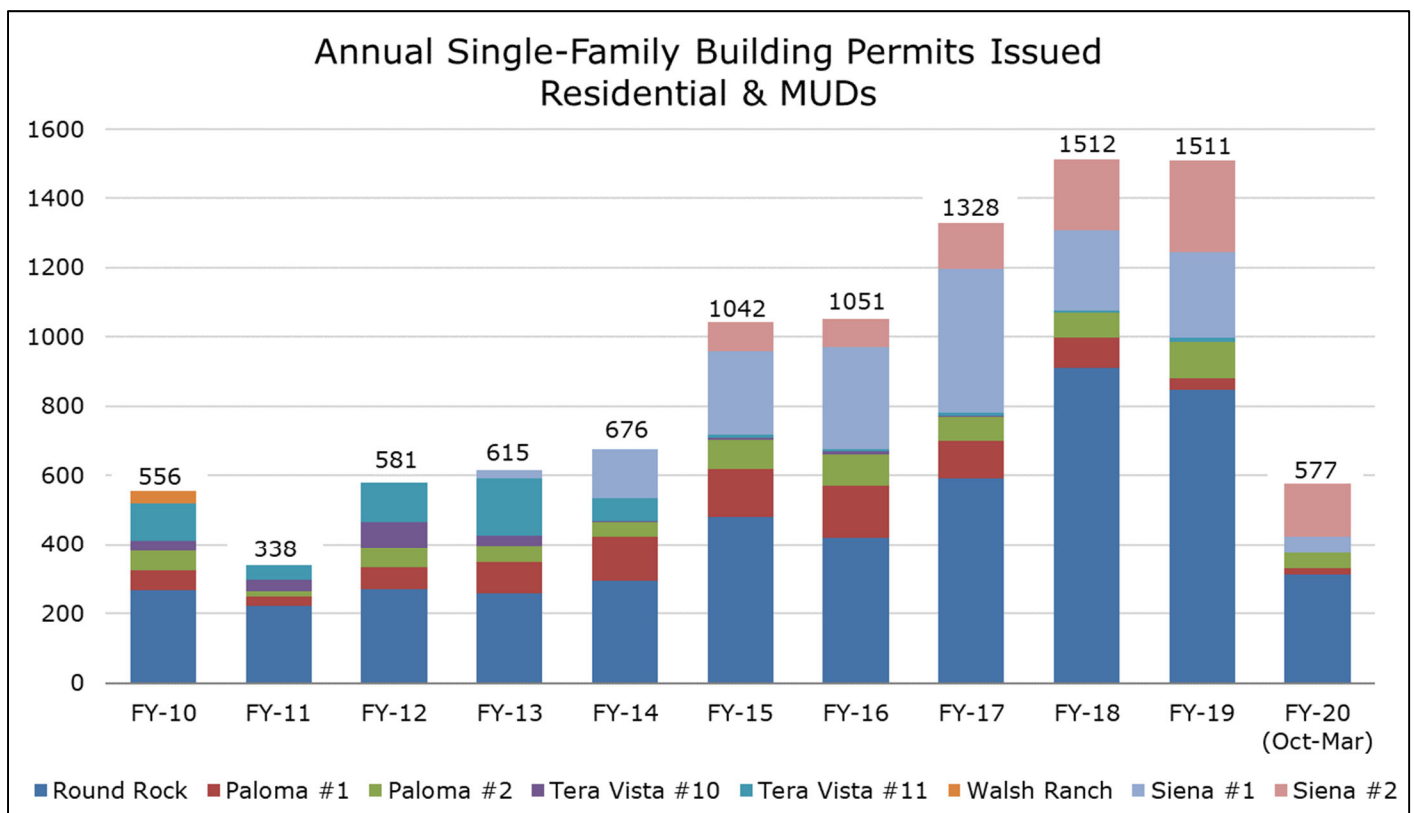


Table 1 represents the number of multi-family units permitted annually. Currently, there are three multi-family complexes under construction, Aura Avery, Hollybrook, and The Plaza. There has been only one multi-family complex permitted within the past six months, which is Aura Avery.

Table 1

Fiscal Year	Multi-Family Units
FY 2005	538
FY 2006	56
FY 2007	2147
FY 2008	224
FY 2009	274
FY 2010	130
FY 2011	0
FY 2012	280
FY 2013	884 (124 LUEs)
FY 2014	334 (63.5 LUEs)
FY 2015	792 (302 LUEs)
FY 2016	608 (157 LUEs)
FY 2017	330 (170 LUEs)
FY 2018	652 (327.5 LUEs)
FY 2019	432 (218 LUEs)
FY 2020 (Oct-Mar)	356 (178 LUEs)

Table 2 reflects the number of new commercial building permits issued annually. This number has been steady, ranging from 20 to 60 annually; however, the past six months show a slight downward trend.

Table 2

Fiscal Year	Commercial Building Permits
FY 2009	30
FY 2010	29
FY 2011	27
FY 2012	20 (100 LUEs)
FY 2013	37 (185 LUEs)
FY 2014	33 (165 LUEs)
FY 2015	47 (202 LUEs)
FY 2016	63 (442.5 LUEs)
FY 2017	25 (168 LUEs)
FY 2018	43 (220.5 LUEs)
FY 2019	50 (262 LUEs)
FY 2020 (Oct-Mar)	20 (67.5 LUEs)

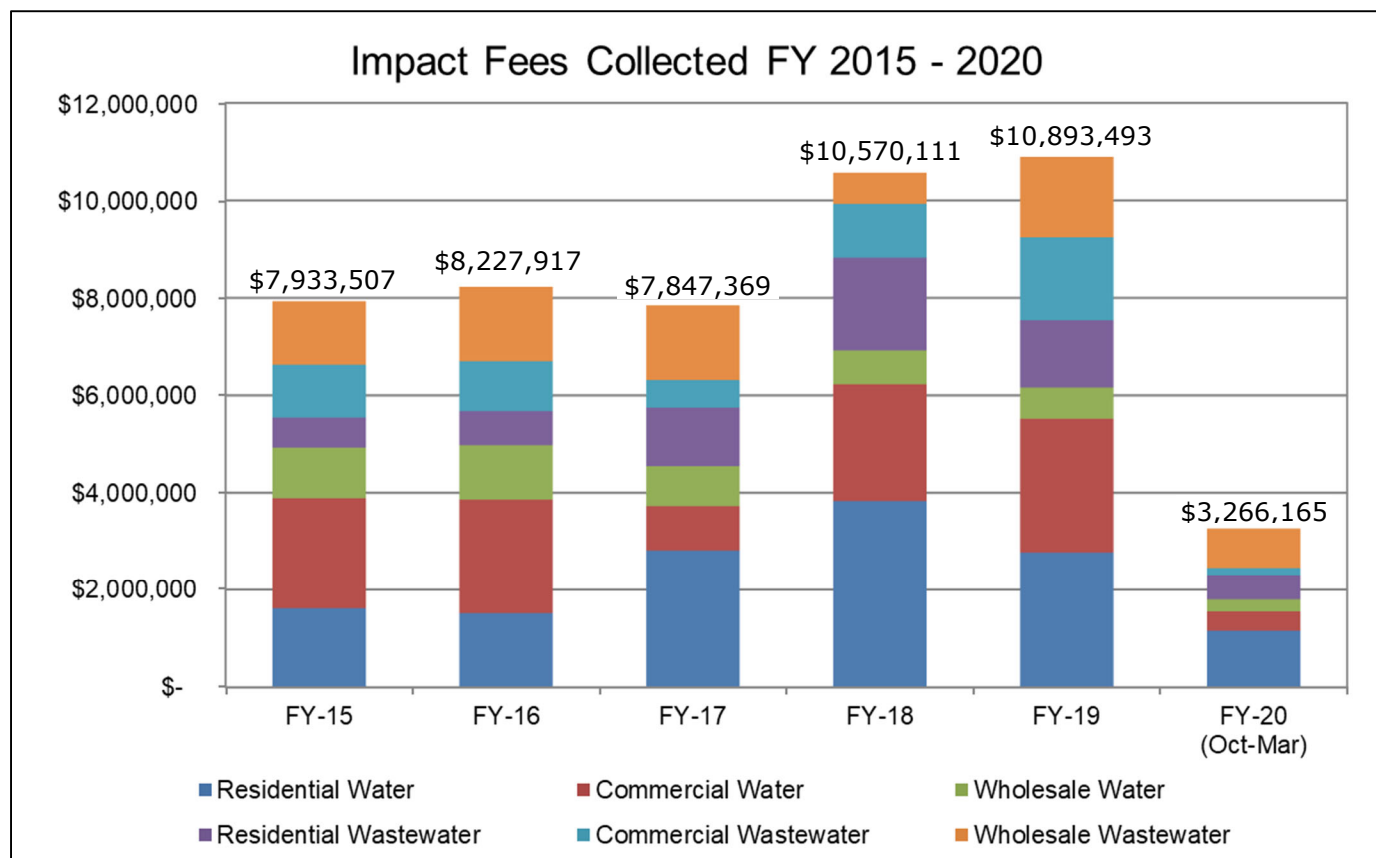
Current permits are mostly hotels, convenience stores, and retail strip centers with large industrial facilities.

Table 3 and Figure 5 summarize the Water and Wastewater Impact Fees collected for residential and commercial permits within the City, as well as permits issued in the wholesale customer areas. For the past five years, there was a significant increase in the total amount of Impact Fees collected due to the construction of single-family residential, multi-family residential, and commercial developments. However, for the first half of FY-20, we see a decrease in total Impact Fee collections versus the previous years.

Table 3

Impact Fees	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20 (Oct-Mar)
Residential Water	\$1,616,580	\$1,516,823	\$2,812,465	\$3,830,017	\$2,770,650	\$1,155,303
Residential Wastewater	\$618,240	\$701,551	\$1,201,518	\$1,905,615	\$1,381,154	\$506,836
Commercial Water	\$2,273,857	\$2,342,270	\$915,617	\$2,399,541	\$2,750,040	\$395,280
Commercial Wastewater	\$1,084,193	\$1,020,587	\$567,288	\$1,102,400	\$1,701,974	\$145,881
Wholesale Water	\$1,035,951	\$1,117,590	\$818,121	\$692,763	\$639,567	\$249,278
Wholesale Wastewater	\$1,304,686	\$1,529,096	\$1,532,360	\$639,776	\$1,650,108	\$813,587
Total Collected	\$7,933,507	\$8,227,917	\$7,847,369	\$10,570,111	\$10,893,493	\$3,266,165

Figure 5



In 2015, the latest version of the water model assumed that 1,524 LUEs per year would be added to the water system. For an Impact Fee of \$4,025 per LUE, this would indicate that the City should have collected approximately \$6.13 million per year in Water Impact Fees if the City's growth rate was as projected.

The wastewater model assumed that 1,089 LUEs would be added to the wastewater system per year. For an Impact Fee of \$2,099 per LUE, this would indicate that the City should have collected approximately \$2.29 million per year in Wastewater Impact Fees if the City's growth rate was as projected.

Comparing these assumptions to the actual Impact Fees collected indicates that the number of new connections to our water and wastewater systems for the first half of FY-20 is slightly lower than projected.

Table 4 provides population projections for Round Rock and Round Rock's ETJ. These projections, anticipating a steady growth rate, indicate that to keep up with growth, capital improvements to the City's water and wastewater utility systems would be necessary. However, the annual estimates, shown in parenthesis, convey a slower growth rate in the City limits than projected. The 2020 Census will allow us to reset the population projections going forward.

Table 4

Year	Inside City		City's ETJ	
	Projections	Growth Rate	Projections	Growth Rate
2010 (Census)	99,887	-	141,807	-
2011	100,659	0.8%	143,960	1.5%
2012	102,349 (101,702)	1.7% (1.0%)	147,027	2.1%
2013	104,805 (102,349)	2.4% (0.6%)	151,133	2.8%
2014	107,635 (103,494)	2.7% (1.1%)	155,613	3.0%
2015	110,757 (105,405)	2.9% (1.9%)	160,385	3.1%
2016	113,968 (107,117)	2.9% (1.9%)	165,024	2.9%
2017	117,160 (110,300)	2.8% (3.0%)	169,213	2.5%
2018	120,440 (113,390)	2.8% (2.8%)	173,490	2.5%
2019	123,812 (117,169)	2.8% (3.3%)	177,859	2.5%
2020	127,279 (117,801)	2.8% (0.5%)	182,323	2.5%
2021	130,461	2.5%	186,062	2.1%
2022	133,723	2.5%	189,881	2.1%
2023	137,066	2.5%	193,508	1.9%
2024	140,492	2.5%	197,218	1.9%
2025	143,302	2.0%	200,312	1.6%
2026	146,168	2.0%	203,462	1.6%
2027	149,092	2.0%	206,670	1.6%
2028	152,073	2.0%	209,651	1.4%
2029	155,115	2.0%	212,693	1.5%
2030	158,217	2.0%	215,795	1.5%

Notes: 2010 is the base year for these projections
() Annual Estimates by Planning & Development Services Department

Table 5 summarizes the status of the Water System (Impact Fee eligible) Capital Improvement Projects included in the last Impact Fee analysis conducted in November 2015.

Table 5

Completed Water Projects	Completion	Impact Fee Report Estimated Cost	Actual Cost
BCRUA Treated Waterline - Ph 1 Seg. 3	2015	\$8,400,000	\$8,749,000
University Blvd Waterline Ph 1	2015	\$3,634,169	\$1,877,000
Parcel 150	2015	\$2,955,650	\$3,144,000
CR 112 Phase 2 - 24" Waterline (890 PP)	2015	\$1,188,049	\$888,000
Water Dist. Master Plan & Impact Fee	2015	\$138,000	\$141,000
Creek Bend 12" Waterline	2016	\$415,000	\$415,000
Arterial H Waterline	2017	\$856,400	\$162,460
BCRUA Water Treatment Plant - Ph 1B	2018	\$34,000	\$31,000
South 81 Elevated Storage Tank Pump Station	2019	\$157,000	\$1,070,900
		\$17,778,268	\$16,478,360

Water Projects In Progress	Completion	Impact Fee Report Estimated Cost	Actual Cost
Arterial H Phase II	2020	\$1,470,500	\$1,465,000
BCRUA Water Treatment Plant - Ph 1C	2020	\$4,465,000	\$4,363,400
Water Dist. Master Plan & Impact Fee	2020	\$66,000	\$220,570
Arterial A Waterline - 24" (Kenny Ft. Blvd.)	2022	\$5,024,000	\$5,024,000
Sam Bass Phase I	2023	\$14,469,000	\$14,469,000
BCRUA Intake & RW Line Ph2A, Seg.	2026	\$57,895,705	\$57,895,705
		\$83,390,205	\$83,437,675

Upcoming Water Projects	Estimated Completion	Impact Fee Report Estimated Cost
Sam Bass Phase II	2023	\$1,578,000
Avery Center East	2023	\$4,160,000
Saddle Brook Waterlines	2023	\$629,000
Palm Valley Waterline	2024	\$1,180,000
Palm Valley Phase II	2024	\$1,002,000
Water Dist. Master Plan & Impact Fee	2024	\$148,000
Brenda Lane Waterlines	2025	\$2,074,000
East Loop II	2025	\$7,795,000
South Creek Waterline	2025	\$1,604,000
2.0 MGD Elevated Storage Tank (PP 890)	2025	\$7,138,000
Southeast Red Bud Lane Waterlines	2026	\$629,000
Meadow Lake Lines	2026	\$2,367,000
Round Rock Glen Waterlines	2026	\$2,715,000
South Creek Phase II	2027	\$2,419,000
Gattis School Road	2027	\$1,130,600
BCRUA Water Treatment Plant – Ph 1D	2027	\$12,905,000
Water Dist. Master Plan & Impact Fee	2027	\$158,000
East Loop III	2028	\$7,171,000
West Loop	2028	\$17,818,000
Water Dist. Master Plan & Impact Fee	2030	\$75,000
		\$74,695,600

Table 6 summarizes the status of the Wastewater System (Impact Fee eligible) Capital Improvement Projects included in the last Impact Fee analysis conducted in November 2015.

Table 6

Completed Wastewater Projects	Completion	Impact Fee Report Estimated Cost	Actual Cost
McNutt Creek C3	2014	\$1,191,000	\$940,000
McNutt Creek C9	2015	\$2,046,000	\$1,471,000
Chandler Creek 1 (Upper)	2015	\$552,000	\$573,000
Lake Creek 2	2017	\$2,652,000	\$1,916,000
Lake Creek 3	2017	\$591,000	\$563,000
McNutt Creek C2 (referred to as C5)	2018	\$1,324,000	\$1,762,000
Brushy Creek 5	2018	\$288,000	\$282,618
Brushy Creek 2	2019	\$685,000	\$349,000
Brushy Creek 4	2019	\$173,000	\$173,000
<i>*Gattis School WW Extension</i>	<i>2019</i>		<i>\$1,100,000</i>
		\$9,502,000	\$8,029,618

Wastewater Projects in Progress	Completion	Impact Fee Report Estimated Cost	Actual Cost
Lake Creek 1	2021	\$1,995,000	\$2,400,000
WWTP Expansion 1	2023	\$41,600,000	\$15,800,000
<i>*Lake Creek 10</i>	<i>2020</i>		<i>\$233,444</i>
<i>*Lake Creek 11</i>	<i>2020</i>		<i>\$466,889</i>
		\$43,595,000	\$18,200,000

** Not included in current impact fee calculation will be included in the upcoming calculation.*

Upcoming Wastewater Projects	Estimated Completion	Impact Fee Report Estimated Cost
McNutt Creek C10	2021	\$1,014,000
McNutt Creek C4	2022	\$734,000
Lake Creek 4	2022	\$2,235,000
Chandler Creek 2	2023	\$520,000
McNutt Creek D2	2023	\$3,678,000
McNutt Creek 15 (referred to as 12)	2024	\$528,000
McNutt Creek C12	2024	\$949,000
Spanish Oak 1	2025	\$1,492,000
Chandler Creek 3	2025	\$753,000
McNutt Creek D4	2025	\$1,394,000
Hilton Head LS	2026	\$11,000
Forest Creek LS	2026	\$1,211,000
Forest Creek 2	2026	\$2,148,000
Onion Creek 1	2027	\$359,000
SE Annex LS	2027	\$820,000
McNutt Creek C6	2027	\$207,000
Onion Creek 2	2027	\$214,000
McNutt Creek D5	2028	\$691,000
Mayfield Park 2	2028	\$1,960,000
McNutt Creek C8b	2028	\$823,000
Mayfield Park 1	2028	\$393,000
Stone Oak LS	2028	\$295,000
		\$22,429,000

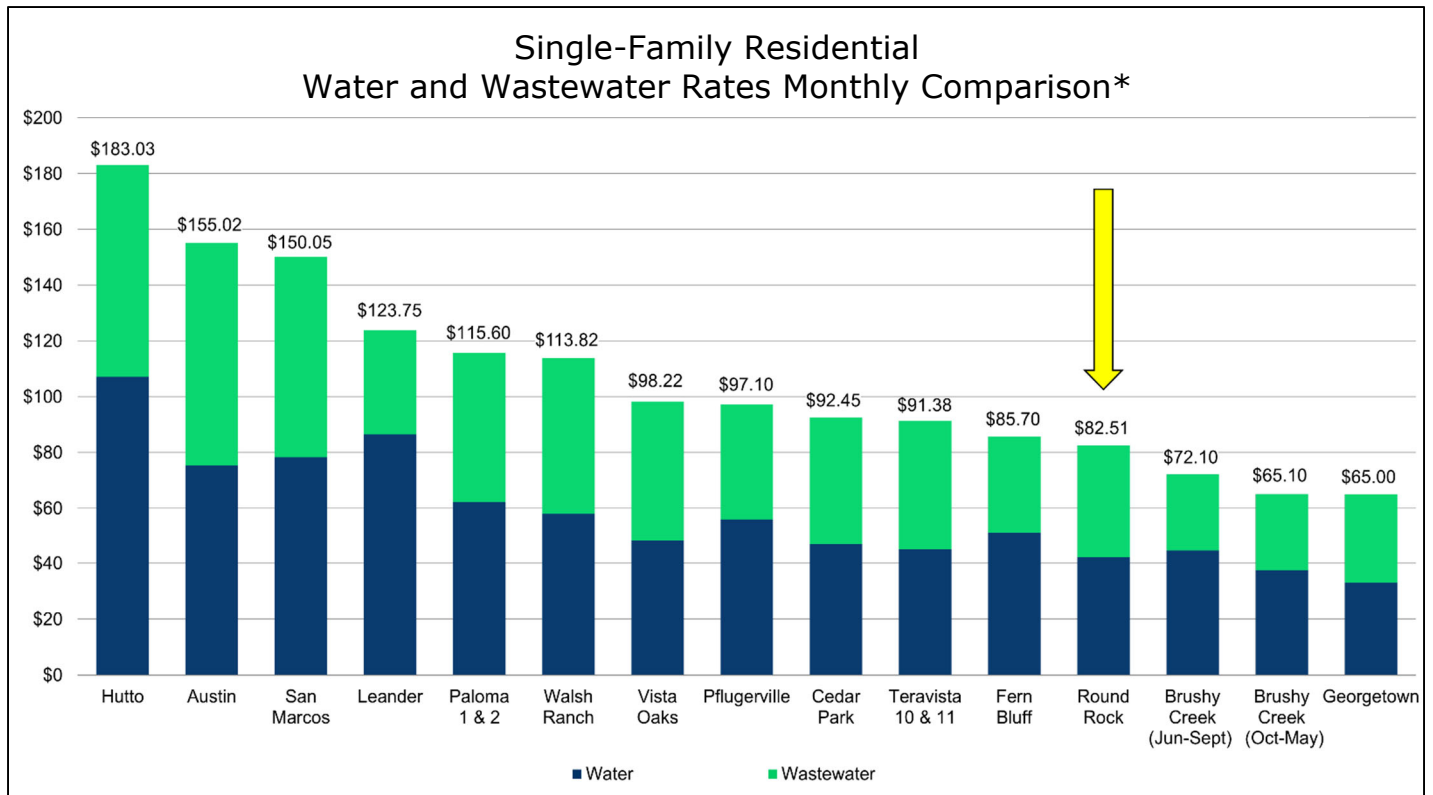
Table 7 summarizes the status of the Reuse Water System (Impact Fee eligible) Capital Improvement Projects included in the last Impact Fee analysis conducted in November 2015.

Completed Reuse Projects	Completion	Impact Fee Report Estimated Cost	Actual Cost
Reuse Phase II	2015	\$2,108,573	\$2,108,500
Reuse Phase VI	2016	\$900,000	\$900,000
Reuse Phase IV-B	2016	\$3,719,000	\$3,013,152
Forest Creek Golf Course Reuse Rehab	2016	\$150,000	\$83,890
		\$6,877,573	\$6,105,542

Upcoming Reuse Projects	Estimated Completion	Impact Fee Report Estimated Cost
Reuse Phase V – Stony Point High School	2022	\$558,376
		\$558,376

Figure 6 provides a comparison of the Single-Family Residential Utility Rates for Round Rock customers versus surrounding Central Texas City and Municipal Utility Districts. As depicted, Round Rock utility rates remain some of the lowest in the region.

Figure 6



* assumes 10,000 gallons water and 8,000 gallons wastewater used

Table 8 compares Round Rock’s Water and Wastewater Impact Fees to surrounding cities and Municipal Utility Districts. Historically, Round Rock had one of the highest total Impact Fees charged for new connections to the water and wastewater systems. However, over the past few years, several of the surrounding cities have increased their fees and surpassed Round Rock. Round Rock’s philosophy is for new customers and developments to pay for the capital improvements that are required due to the growth.

Table 8

Area Impact Fee Comparison				
City/Utility	Last Updated	Water	Wastewater	Total
Brushy Creek MUD	2012	\$2,095	\$1,804	\$3,899
Cedar Park	2014	\$2,250	\$2,000	\$4,250
Hutto	2018	\$3,625	\$2,128	\$5,753
Round Rock	2016	\$4,025	\$2,099	\$6,124
San Marcos	2018	\$3,801	\$2,684	\$6,485
Pflugerville	2014	\$4,241	\$2,725	\$6,966
Leander	2017	\$4,309	\$2,820	\$7,129
Austin	2018	\$4,700	\$2,500	\$7,200
Georgetown	2018	\$6,921	\$3,115	\$10,036

CONCLUSION AND RECOMMENDATIONS

The CIAC and City Council approved the current Impact Fees, which went into effect on March 1, 2016. Although the population growth in Round Rock is slightly lower than projected in the Impact Fee analysis, the number of connections to the water and wastewater systems over the past several years had been occurring as anticipated by the City. However, over the past six months, the number of building permits issued has slightly declined.

Due to the volatility in growth rates and infrastructure requirements, the City recommends the Impact Fees be reviewed every three to four years. In September 2019, the City commenced with updating the Water and Wastewater Master Plans and anticipates completion around September 2020, followed by updating our current Impact Fees. The updated Impact Fees should be presented to the CIAC in October/November 2020.

The next Capital Improvements Plan Progress Report will be presented to the CIAC and the City Council in approximately six months.



ROUND ROCK TEXAS

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

May 7, 2020

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

RE: Capital Improvements Advisory Committee - Semi-Annual Meeting

Dear Mayor Morgan and Council Members:

The Capital Improvements Advisory Committee met on May 6, 2020, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Walker Partners, LLC for the Lake Georgetown Zebra Mussel Control Evaluation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$169,790.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0139

This agenda item is for approval of Supplemental Agreement No. 2 with Walker Partners, LLC for the City's Lake Georgetown Zebra Mussel Control project.

The City owns a raw water pump station on Lake Georgetown, which supplies water to Round Rock's water treatment plant. Invasive zebra mussels have been detected in Lake Georgetown and on the intake structure of the raw water pump station. Zebra mussels have a long history of attaching in massive quantities to raw water intakes and pipelines; thereby, damaging the infrastructure and restricting flow to the facility.

This supplemental agreement is for construction phase services associated with the construction of two individual projects at the Lake Georgetown raw water intake facility:

- 1) Replacement of the raw water intake screens with copper alloy screens to prevent the attachment of zebra mussels.
- 2) The addition of a chemical feed system that will minimize the impact of algae, iron, manganese, taste and odor, and other water quality concerns in the City's raw water supply.

Also, the addition of a new chemical in the treatment process requires that the City conduct additional monitoring to ensure that the system maintains minimal levels of corrosion. A signed and sealed engineering report summarizing the results of the lead and copper sampling is required to be submitted to the Texas Commission on Environmental Quality (TCEQ) within seven months of the start date of the first six-month period of the more frequent Lead and

Copper monitoring. Walker Partners will assist with the development of the required engineering report.

This Supplemental Agreement No. 2 is for \$169,790. The addition of this supplemental agreement brings the total engineering contract to \$460,843.

Cost: \$169,790

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2020-0139

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Walker Partners, LLC for the Lake Georgetown Zebra Mussel Control Evaluation Project, and

WHEREAS, Walker Partners, LLC has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with Walker Partners, 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 Supplemental Contract No. 2 to the Contract with Walker Partners, LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS, LLC ("Engineer")
ADDRESS: 804 Las Cimas Parkway, Suite 150, Austin, TX 78746
PROJECT: Lake Georgetown Zebra Mussel Control Evaluation

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Walker Partners, LLC, hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 26th day of October, 2018 for the Lake Georgetown Zebra Mussel Control Evaluation Project in the amount of \$24,095.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on the 25th day of April, 2019 to modify the provisions for the scope of services and to increase the compensation by \$266,958.00 to a total of \$291,053.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$169,790.00 to a total of \$460,843.00;

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

I.

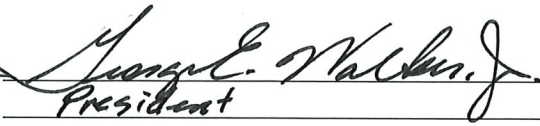
Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$169,790.00 the maximum amount payable under the Contract for a total of \$460,843.00, as shown by the attached Addendum to Exhibit D.

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

WALKER PARTNERS, LLC

By 
President

08 MAY 2020
Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

Addendum to Exhibit B: Engineering Services

Walker Partners, LLC. (Walker Partners) will provide professional engineering services to the City of Round Rock (Owner) for additional design services and construction services related to the raw water intake screen replacement project and the raw water chemical feed system project. Walker Partners will also provide engineering evaluation services to complete an evaluation of the City of Round Rock's current lead and copper compliance data and develop a corresponding report for Texas Commission on Environmental Quality (TCEQ) lead and copper compliance requirements.

Purpose

The purpose of this project is the construction of two projects: screen replacement and a chemical feed system that will minimize the impact of algae, iron, manganese, taste & odor, and other water quality concerns to the City of Round Rock's raw water pumps and raw water transmission pipeline. Walker Partners will provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

A permanent sodium permanganate chemical treatment has been added to the City of Round Rock's raw water intake facility. The Texas Commission on Environmental Quality (TCEQ) requires that the City of Round Rock conduct additional monitoring to ensure that the system maintains minimal levels of corrosion. A signed and sealed engineering report summarizing the new results of the lead and copper sampling is required to be submitted to TCEQ within 7 months of the start date of the first six-month period of the more frequent Lead and Copper monitoring.

This scope also includes a request for additional design efforts to our Engineering Services Contract dated October 26, 2018 for the Lake Georgetown Raw Water Chemical Feed System Project. The additional requested services cover the scope of work to divide the project into two construction packages and to integrate associated work of Brushy Creek Municipal Utility District (BCMUD). The intent of these changes is to improve the schedule of screen replacements, share some common facility cost with BCMUD, and minimize construction disruptions for the US Army Corp of Engineers (USACOE) and each of the utility's operations.

Scope of Work

Task

1. Construction Services for Raw Water Intake Screen Replacement and a Raw Water Chemical Feed System

1.1. Project Management

1.1.1. Project Workplan:

- i. Develop a project workplan to define project organization, communication, project cost control procedures, document control, health and safety considerations, change management, and other project management requirements.

1.1.2. Monthly status reports and Invoicing:

- i. Summary of monthly activity compared to scope of work, summary of fee request, and identification of any outstanding issues. Monthly invoice will be based upon percent complete scope of work.

1.1.3. Document Controls and Project Close-Out:

- i. Organize project information, manage access to information, post notices as needed, and archive information as required by the Owner.

1.1.4. Document Management System and Procedures:

- i. Walker Partners will establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, Walker Partners and Owner

- produced during the Construction and Closeout phases of the project. Walker Partners will utilize an appropriate computer-based document management system selected by Walker Partners. Should the Owner require a specific system, the Owner will advise Walker Partners in advance and will compensate Walker Partners for any additional costs incurred.
- ii. Walker Partners will implement procedures for the logging and tracking of all relevant correspondence and documents. Walker Partners will assist the Owner in monitoring all outstanding decisions, approvals or responses required from the Owner.
- 1.2. Site Coordination
- 1.2.1.Pre-Construction Conference:
- i. Walker Partners shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. Walker Partners will take minutes or otherwise record the results of this conference.
- 1.2.2.Communications:
- i. Walker Partners will implement and maintain regular communications with the Contractor during the construction. Walker Partners will receive and log all communications from the Contractor and will coordinate the communications between the Owner and Contractor. Walker Partners will not communicate directly with the Contractor's subcontractors.
- 1.2.3.Project Site Meetings:
- i. Walker Partners will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings.
- 1.2.4.Field Instructions and Orders:
- i. Walker Partners will issue field instructions, orders or similar documents during construction as provided in the contract for construction.
- 1.3. Construction Contract Administration
- 1.3.1.Permits, Bonds, and Insurance:
- i. Walker Partners will verify that the required permits, bonds, and insurance have been obtained and submitted by the Contractor.
- 1.3.2.Payments to Contractor:
- i. Walker Partners will receive and review the Contractor's requests for payment. Walker Partners will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. Walker Partners shall provide recommendations to the Owner as to the acceptability of the requests. Walker Partners will advise the Owner as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.
 - ii. Recommendations by Walker Partners to the Owner for payment will be based upon Walker Partners' knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Walker Partners to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that Walker Partners has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the Owner free and clear of liens, claims, security interests, or encumbrances.
- 1.4. Changes
- 1.4.1.Minor Variations in the Work:
- i. Walker Partners may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

1.4.2. Coordinate Issuance of Changes:

- i. Walker Partners will assist the Owner with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle Walker Partners to additional compensation for the design services.
- ii. Walker Partners will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. Walker Partners will assist the Owner with negotiations of the proposal and, upon approval by the Owner, prepare final change order documents for execution by the Owner and Contractor.

1.4.3. Review of Contractor's Requested Changes:

- i. Walker Partners shall review all Contractor-requested changes to the contract for construction. Walker Partners will make recommendations to the Owner regarding the acceptability of the Contractor's request and, upon approval of the Owner, assist the Owner in negotiations of the requested change. Upon agreement and approval, Walker Partners will prepare final change order documents.
- ii. Design and engineering services of Walker Partners to review Contractor-initiated changes, and to prepare drawings and specifications for issuance to the Contractor, shall be considered as Additional Services, entitling Walker Partners to additional compensation.

1.4.4. Change Order Reports:

- i. Walker Partners will provide periodic reports to the Owner about the status of Change Orders. The report shall include issued Change Orders, pending change orders, and change order amounts.

1.5. As-Built Drawings and Record Documents

- a. Walker Partners will coordinate the Contractor's submittal of as-built drawings, specifications and other as-built or record documents and shall transmit these to the Owner. Walker Partners will meet with the Contractor as necessary to discuss the preparation and submittal of as built or record drawings. AutoCAD drawings will be provided to the City of Round Rock.

1.6. Claims and Disputes

- a. Walker Partners will receive, log, and notify the Owner about all letters and notices from the Contractor concerning claims or disputes between the Contractor and Owner pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Walker Partners will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. Walker Partners will advise the Owner regarding the Contractor's compliance with the contract requirements for such claims and disputes. Walker Partners will assist the Owner in discussions with the Contractor to resolve claims and disputes.
- b. Walker Partners will not issue decisions on Contractor claims or disputes. Walker Partners will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

1.7. Field Inspection

1.7.1. Independent Testing, Inspection, and Survey Services:

- i. The Owner will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. Walker Partners will review the reports and other information prepared by the independent firms that are provided to the Owner. Walker Partners shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

- 1.8. Design Team Visits:
 - a. Walker Partners will coordinate monthly visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the Owner.
- 1.9. Performance and Witness Testing:
 - a. Walker Partners will attend, and witness field and factory performance tests as specified in the contract for construction and Walker Partners contract scope.
- 1.10. Regulatory and Third-Party Testing and Inspections:
 - a. Walker Partners will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project.
- 1.11. Subsurface and Physical Conditions:
 - a. Whenever the Contractor notifies Walker Partners or Owner of subsurface or physical conditions at the site which the contract for construction provides should be so notified, Walker Partners will advise the Owner and inspect the conditions at the site. Walker Partners will advise the Owner as to the appropriate action(s) and will assist the Owner in responding to the Contractor.
 - b. Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.
- 1.12. Substantial and Final Completion:
 - a. Walker Partners will assist the Owner with inspections at substantial and final completion, in accordance with the contract for construction. Walker Partners will prepare up to two (2) separate punch lists of items requiring completion or correction. Walker Partners shall make recommendations to the Owner regarding acceptance of the work based upon the results of the final inspection.
- 1.13. Specialty Inspections:
 - a. Walker Partners and Owner will agree as part of Walker Partners' scope of work any specialty inspections or testing services that the Owner requires from Walker Partners for the work. Walker Partners shall perform the agreed specialty inspections and testing in accordance with the contract for construction.
- 1.14. Shop Drawings, Samples, and Submittals
 - 1.14.1. Submittal Schedule:
 - i. Walker Partners will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.
 - 1.14.2. Review of Shop Drawings, Samples, and Submittals:
 - i. Walker Partners will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. Walker Partners will log and track all shop drawings, samples and submittals.
 - ii. Walker Partners and design team's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - iii. Walker Partners' scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of Walker Partners and design team, Walker Partners shall be entitled to additional compensation.

1.15. Contractor Clarifications and Requests for Information (RFI)

1.15.1. Requests for Information:

- i. Walker Partners will review the Contractor's requests for information or clarification of the contract for construction. Walker Partners will coordinate such review with the design team and with the Owner as appropriate. Walker Partners will coordinate and issue responses to the requests.
- ii. Walker Partners will log and track the Contractor's requests.

1.15.2. Proposed Substitutions:

- i. Walker Partners will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Walker Partners will review such requests and will advise the Owner as to the acceptability of such substitutions.

1.16. Safety

- a. Walker Partners will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- b. Walker Partners will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Walker Partners will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Walker Partners staff, or staff of Walker Partners subcontractors, to unsafe conditions.
- c. Walker Partners will notify affected personnel of any site conditions posing an imminent danger to them which Walker Partners observes.
- d. Walker Partners is not responsible for health or safety precautions of construction workers. Walker Partners is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

1.17. Construction Close-Out

- a. Walker Partners will assist the Owner in closing out the contract for construction and commencement of the Owner's use of the completed work. Walker Partners' services shall include the following.

1.18. Substantial Completion

- a. Walker Partners will assist the Owner in issuing documents for substantial completion and acceptance of the work. Walker Partners will advise the Owner on payment, and partial release of retention.

1.19. Final Completion

- a. Walker Partners will assist the Owner in issuing documents for final completion and acceptance of the work. Walker Partners will advise the Owner on final payment, release of retention, and release of insurance and bonds.

1.20. Vendor Operation and Maintenance Manuals, Training

- a. Walker Partners will coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the Owner's staff by the Contractor.

1.21. Warranties, Guarantees, Lien Releases

- a. Walker Partners will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Walker Partners will advise the Owner as to the acceptability and compliance of these documents with the contract for construction.

1.22. Close-out File and Records

- a. Walker Partners will provide to the Owner an organized set of project documents and records.
- 1.23. As-Built Drawings
 - a. Walker Partners will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. One reproducible set, three hard copies, and AutoCAD drawings will be submitted to the Owner.
- 1.24. Construction Services Assumptions
 - a. The overall Construction period including both projects will last ten months from an Owner-issued notice to proceed.
 - b. The project will be constructed under two construction contracts.
 - c. The OWNER will not be providing pre-purchased equipment or materials.
 - d. Walker Partners will arrange and conduct one pre-construction meeting for each construction project with the OWNER, CONTRACTOR, and other interested parties, in the OWNER's office or at the project site.
 - e. Monthly construction progress meetings will be attended at the project site. Walker Partners will have one person(s) attend each meeting.
 - f. Owner will provide a resident inspector for the project duration.
 - g. Sixty original submittals and thirty resubmittals will be reviewed. This includes shop drawings, O&M submittals, and samples.
 - h. Nine construction schedules and updates will be reviewed.
 - i. Eighty Requests for Interpretation/ Clarification will be reviewed and responded to.
 - j. Two Change Orders will be prepared.
 - k. Ten periodic field inspection trips of a half day each will be made by design engineers.
 - l. Five specialty inspection trips of a half day each will be made by design engineers.
 - m. Walker Partners will conduct one substantial completion inspection for each project lasting one day including travel time.
 - n. Walker Partners will conduct one final inspection for each project lasting one day including travel time.
 - o. Walker Partners will review ten monthly pay requests from the CONTRACTOR.
 - p. Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the CONTRACTOR or OWNER would be additional costs.
 - q. Any claims resolution or litigation assistance requested of Walker Partners will constitute a change in scope.

Task

- 2. **Update the Report on Lead and Copper Compliance for Texas Commission on Environmental Quality (TCEQ)**
 - 2.1. Project Kick-off Meeting
 - a. Review project plan and schedule.
 - b. Provide list of data needs and discuss data needs for the report - historical and new.
 - c. Discuss how files will be exchanged and managed.
 - 2.2. Review and summarize City of Round Rock's historical lead and copper data.
 - 2.3. Review and chart City of Round Rock's first quarter Water Quality Parameters (WQP) and lead and copper samples.
 - 2.4. Status meeting to discuss first quarter results.
 - 2.5. Develop engineering report after six-month sampling period. Report will include:
 - a. Summary of historical lead and copper results.
 - b. Plant schematic with chemical feed locations before and now.

- c. Summary of plant water quality data before and after new chemical addition including dosages of new chemical (graphical with some discussion).
- d. Map of sampling locations and a listing of location addresses.
- e. Summary of WQP results and tap lead and copper results (graphical with some discussion).
- f. Run corrosion index calculations.
- g. Write report per TCEQ outline.
- 2.6. Coordinate and conduct a review workshop to present results to the City of Round Rock.
- 2.7. Finalize and submit report to City of Round Rock and TCEQ.
- 2.8. Address TCEQ comments.
- 2.9. Project Management.

Task

3. Additional Design Services

- 3.1. Divide the final design documents into two construction packages – one for the screen replacements and the other for the chemical delivery, storage, and feed. Documents will be submitted to USACOE and Texas Commission of Environmental Quality (TCEQ) as one project for approval.
- 3.2. Coordinate the incorporation of associated BCMUD design into the two construction packages.
 - 3.2.1. Conduct a coordination conference call with BCMUD engineers.
 - 3.2.2. Integrate BCMUD's screen replacement work into the construction documents and coordinate chemical feed supply piping into BCMUD's chemical feed area.
 - 3.2.3. Calculate shared cost between the City of Round Rock and BCMUD.
 - 3.2.4. Subsequently, remove BCMUD interconnection and sharing of chemical feed system from chemical feed system design and construction documents.
- 3.3. Review Interlocal Agreement document between the City of Round Rock and BCMUD.

Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the City:

1. Underwater diving and inspection services.
2. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
3. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services required as a result of the City's providing incomplete or incorrect Project information to Engineer.
5. Services required due to delays or other causes beyond Engineer's control.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Services related to development of the Owner's project financing and/or budget.
8. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
9. Services related to provision of Owner furnished equipment, materials, and supplies.
10. Services related procurement or management of third-party contractors other than testing, inspection and survey firms.
11. Performance of materials testing, specialty testing and surveying services.
12. Services necessary due to the default of the Contractor.
13. Services related to damages caused by fire, flood, earthquake or other acts of God.
14. Services related to the Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
15. Services related to warranty claims, enforcement and inspection.
16. Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation or alternative dispute resolution of claims.
17. Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
18. Services supporting the Owner in public relations activities.
19. Development, coordination or participation in partnering programs.
20. Value engineering or similar value analysis studies.
21. Services for review and/or preparation of Owner or Contractor proposed changes to the project other than identified in scope.
22. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
23. Performing periodic labor evaluations and processing prevailing wage documentation.
24. Walker Partners shall perform miscellaneous and supplemental services related to the project as requested by the Owner.
25. Any other services designated in this scope of services as additional services.
26. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
27. Performing bench-scale or outside laboratory water quality studies.
28. Aiding in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

End of Addendum to Exhibit B

Addendum to Exhibit C: Work Schedule

Task

1. Construction Services for Raw Water Intake Screen Replacement and a Raw Water Chemical Feed System

Schedule												
Task 1:	Construction Services for Raw Water Intake Screen Replacement and a Raw Water Chemical Feed System											
Duration:	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Activity:	Construction of Screen Replacements											
Activity:	Construction of Chemical Feed System (assume bid within two months of screen replacement project)											

Task

2. Update the Report on Lead and Copper Compliance for Texas Commission on Environmental Quality (TCEQ)

Schedule											
Task 2:	Update the Report on Lead and Copper Compliance for (TCEQ)										
Duration:	Month 1		Month 2	Month 3	Month 4		Month 5	Month 6	Month 7		
Activity:	Project Kick-off Meeting.				Review and chart first quarter WQP and lead and copper samples.				Develop engineering report after six-month sampling period.		
		Review and summarize historical lead and copper data.				Status meeting to discuss first quarter results.				Coordinate and conduct a review workshop to present results.	
											Finalize and submit report.

Task

3. Additional Design Services

No schedule.

End of Addendum to Exhibit C

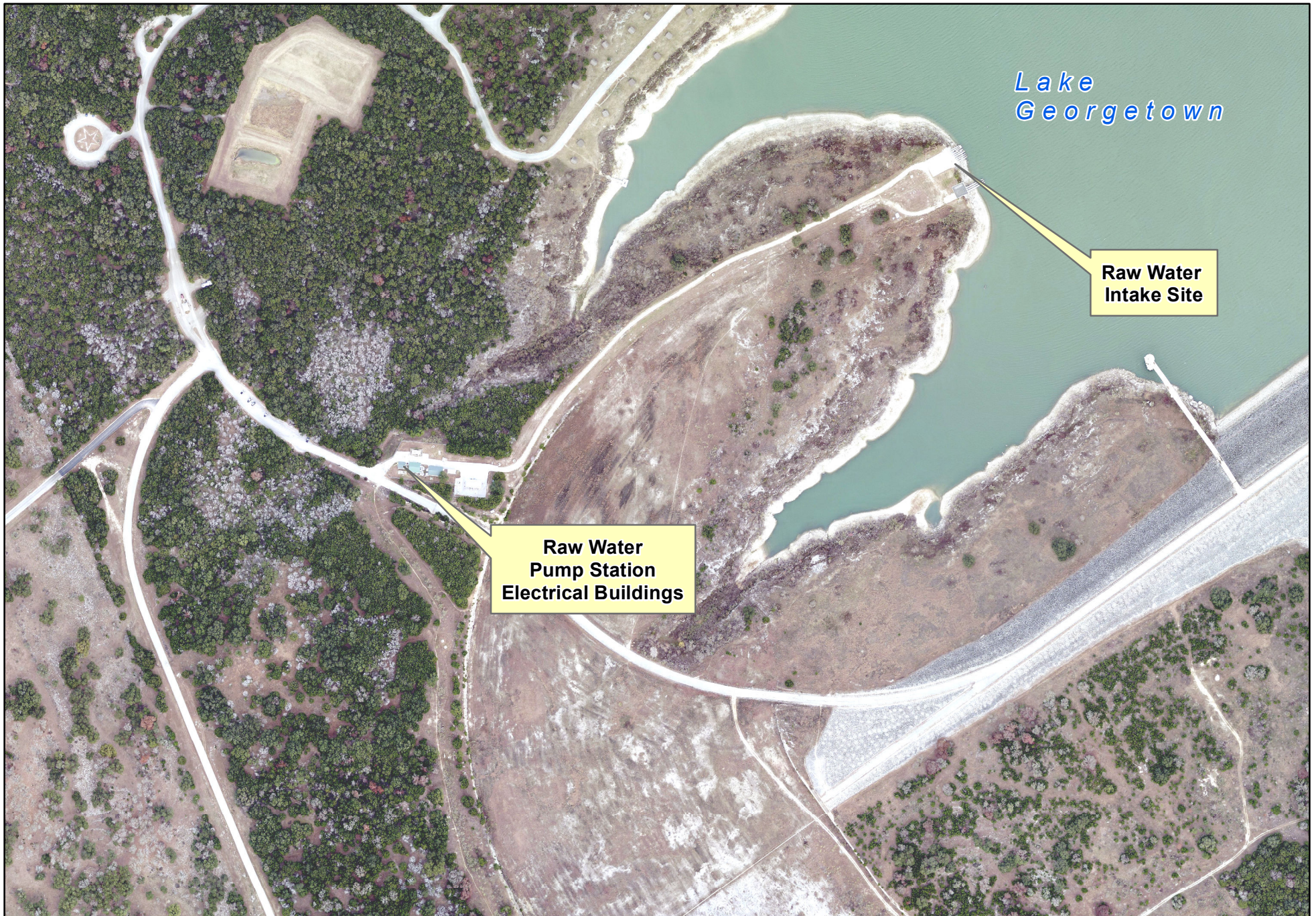
Addendum to Exhibit D:
Fee Schedule

Task 1	Construction Services for Raw Water Intake Screen Replacement & a Raw Water Chemical Feed System	\$ 120,270.00
Task 2	Update the Report on Lead and Copper Compliance for (TCEQ)	\$ 28,890.00
Task 3	Additional Design Services	\$ 20,630.00
Total Time and Materials Not to Exceed		\$ 169,790.00
Attached Budget Worksheet describes subtasks with estimated levels of effort.		

Budget Worksheet – Estimated Level of Effort

Project Task	Employee	Jenkins	Christensen	Canady	Johnson/Garza	Gieseke	Condit	Walker Partners' Task Budget	JRSA	Encotech	Casabella	Subconsultants' Task Budget	Total Fee
Task 1	Construction Services for Raw Water Intake Screen Replacement & a Raw Water Chemical Feed System												
1.1	Project Management	8		32	18		12	\$ 12,910.00			\$ 2,500.00	\$ 2,500.00	
1.2	Site Coordination	8		16	40			\$ 11,320.00				\$ -	
1.3	Construction Contract Administration			4				\$ 900.00		\$ 16,770.00	\$ 9,500.00	\$ 26,270.00	
1.4	Changes	2		4				\$ 1,480.00	\$ 1,120.00			\$ 1,120.00	
1.5	As-Built Drawings and Record Documents	2		4				\$ 1,480.00	\$ 2,800.00			\$ 2,800.00	
1.6	Claims and Disputes			4				\$ 900.00				\$ -	
1.7	Field Inspection							\$ -				\$ -	
1.8	Design Team Visits			8	16			\$ 3,960.00	\$ 1,080.00			\$ 1,080.00	
1.9	Performance and Witness Testing			4	8			\$ 1,980.00				\$ -	
1.10	Regulatory and Third-Party Testing and Inspections				8			\$ 1,080.00				\$ -	
1.11	Subsurface and Physical Conditions							\$ -				\$ -	
1.12	Substantial and Final Completion	1		4	8			\$ 2,270.00	\$ 2,240.00			\$ 2,240.00	
1.13	Specialty Inspections							\$ -				\$ -	
1.14	Shop Drawings, Samples, and Submittals	4		32	40		2	\$ 13,920.00	\$ 5,600.00			\$ 5,600.00	
1.15	Contractor Clarifications and Requests for Information (RFI)	4		16	24			\$ 8,000.00	\$ 120.00			\$ 120.00	
1.16	Safety							\$ -				\$ -	
1.17	Construction Close-Out	1		2	4			\$ 1,280.00				\$ -	
1.18	Substantial Completion			2	4			\$ 990.00				\$ -	
1.19	Final Completion	1		2	4			\$ 1,280.00				\$ -	
1.20	Vendor Operation and Maintenance Manuals, Training			4	4			\$ 1,440.00				\$ -	
1.21	Warranties, Guarantees, Lien Releases			4	8			\$ 1,980.00			\$ 1,500.00	\$ 1,500.00	
1.22	Close-out File and Records			4	8			\$ 1,980.00				\$ -	
1.23	As-Built Drawings	1		8	24	16		\$ 7,890.00				\$ -	
1.24	Construction Services Assumptions							\$ -				\$ -	
Task 1 Total								\$ 77,040.00			Task 1 Total	\$ 43,230.00	\$ 120,270.00
Task 2	Update the Report on Lead and Copper Compliance for (TCEQ)												
2.1	Project Kick-off Meeting	4			6		1	\$ 2,050.00				\$ -	
2.2	Review and summarize City of Round Rock's historical lead and copper data.	4			16			\$ 3,320.00				\$ -	
2.3	Review and chart City of Round Rock's first quarter WQP and lead and copper samples.	4			16			\$ 3,320.00				\$ -	
2.4	Status meeting to discuss first quarter results.	4			4			\$ 1,700.00				\$ -	
2.5	Develop engineering report after six-month sampling period.	18	2		36		6	\$ 11,010.00				\$ -	
2.6	Coordinate and conduct a review workshop to present results to the City of Round Rock.	4			8			\$ 2,240.00				\$ -	
2.7	Finalize and submit report to City of Round Rock and TCEQ.	2			4		2	\$ 1,280.00				\$ -	
2.8	Address TCEQ comments.	1			4			\$ 830.00				\$ -	
2.9	Project Management.	6			8		4	\$ 3,140.00				\$ -	
Task 2 Total								\$ 28,890.00			Task 2 Total	\$ -	\$ 28,890.00
Task 3	Additional Design Services												
3.1	Development of two construction packages.	4	1	20	40		2	\$ 11,445.00				\$ -	
3.2	Incorporation of associated BCMUD design into the two construction packages.	8	1		40		1	\$ 8,025.00				\$ -	
3.3	Review Interlocal Agreement document between the City of Round Rock and BCMUD.	4						\$ 1,160.00				\$ -	
Task 3 Total								\$ 20,630.00			Task 3 Total	\$ -	\$ 20,630.00
Projected Total								\$ 126,560.00	\$12,960.00	\$16,770.00	\$13,500.00	\$ 43,230.00	\$ 169,790.00

End of Addendum to Exhibit D



Date: 5/6/2020



Lake Georgetown Chemical Feed System Project

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:
2020-619649

Date Filed:
05/14/2020

Date Acknowledged:

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

Walker Partners, LLC
Waco, TX United States

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

City of Round Rock

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

000000
Professional engineering and surveying services in connection with the Lake Georgetown Zebra Mussel Control Evaluation project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco , TX United States	X	

5 Check only if there is NO Interested Party.

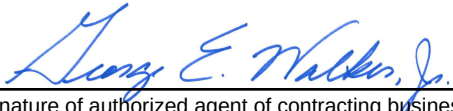
☐**6 UNSWORN DECLARATION**

My name is George E. Walker, Jr., and my date of birth is .

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 14th day of May, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the reimbursement to Scott Felder Homes, LLC for the cost of oversizing a wastewater line for the Sauls Tract.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$37,221.60

Indexes: Oversize Utility Lines

Attachments: Resolution, Map, Request Letter

Department: Utilities and Environmental Services

Text of Legislative File 2020-0140

This agenda item is to request Council approval for a wastewater line oversize reimbursement to the developer of the Sauls Tract for the extension of a wastewater interceptor.

The wastewater line extends from the existing McNutt Creek Wastewater Interceptor located at the north end of the Siena MUD along the west side of County Road (CR) 110 to approximately the intersection of CR 110 and University Drive. The City requested that 4,772 feet of wastewater line be oversized from a 12-inch main to a 15-inch main. This wastewater main will be used to provide future service to developments on the east side of CR110 based upon the City's Wastewater System Master Plan. At this time, the wastewater line has been constructed and the City has taken ownership of the line.

The value of the oversize is based on the City's wastewater line reimbursement ordinance of \$2.60 per diameter inch oversize per foot, which results in an oversize reimbursement amount of \$37,221.60 to Scott Felder Homes, LLC.

Cost: \$37,221.60

Source of Funds: Oversize Utility Lines

RESOLUTION NO. R-2020-0140

WHEREAS, the Zoning and Development Code, Chapter 4, Article VI, Section §4-78, Code of Ordinances (2018 Edition) provides for the reimbursement for the oversizing of wastewater and water mains, and

WHEREAS, a reimbursement request has been submitted for Scott Felder Homes, LLC regarding the cost of oversizing of a wastewater line associated with the Saul Tract, and

WHEREAS, the City Council wishes to approve said reimbursement, Now Therefore

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

That the City Council hereby authorizes the reimbursement to Scott Felder Homes, LLC of \$37, 221.60, which is the cost of oversizing a wastewater main associated with the Saul Tract.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Sauls Tract - Oversize Reimbursement Request

Sauls Tract

110

UNIVERSITY BLVD

130

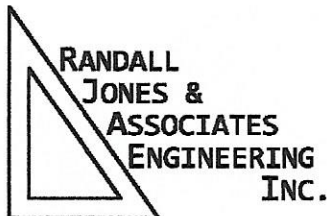
118

Reimbursement Segment
12" to 15" Wastewater Main
Oversize



BIANCA DR
BELLISSIMA WAY
CETONE TER
TOSCANA TRCE
VERONA PL
BUCINE CV
LEONARDO DR
BRINDISI PL
CASANO CALABRIA DR
CATANIA LOOP
DE SOTO LOOP
BALBOA WAY
PONCE DE LEON PAS

LEMENS CIR
LEMENS AVE
CARREL CREEKSIDE DR



2900 JAZZ STREET, ROUND ROCK, TEXAS 78664

#2751

May 8, 2020

Chris Perkins, P.E.
City of Round Rock
Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664

Re: **Wastewater Oversize Request
Sauls Tract**

Dear Mr. Perkins,

The purpose of this letter is to request oversize reimbursement on the wastewater line that is planned to extend from the McNutt interceptor at the north end of the Siena project along CR 110 to approximately the intersection of CR 110 and University Drive. There is 4,772 feet of wastewater line that the City is requiring to be oversized from a 12" pipe to a 15" pipe. Using the City's reimbursement policy of \$2.60 per inch per foot, this would result in \$37,221.60. The construction plans for this project were approved by the City. The project has been completed and a final walk through has occurred. The developer of the project that paid to construct the wastewater line is Scott Felder Homes, LLC, a Texas LLC.

I am available to discuss the project further, if necessary. I can be reached at 512-836-4793 or by email at brentj@rj-eng.com

Sincerely,

R. Brent Jones, P.E.



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Ritter, Botkin Prime Construction Company, Inc. for the Civil Upgrades at Public Safety Training Center Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$244,230.21

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2020-0141

The City received three bids on April 7, 2020 for civil upgrades at the Public Safety Training Center. Ritter, Botkin Prime Construction, Inc. was the low bidder.

After construction of the Public Safety Training Center, civil upgrades including watershed, pedestrian access, and training accessibility were identified. Additionally, a training vehicle staging area entitled Extrication Pad was needed. These projects were combined in a competitive low bid.

Cost: \$244,230.21

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2020-0141

WHEREAS, the City of Round Rock has duly advertised for bids for the Civil Upgrades at Public Safety Training Center Project; and

WHEREAS, Ritter, Botkin Prime Construction Company, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Ritter, Botkin Prime Construction Company, 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 a “Standard Form of Agreement between Owner and Contractor” with Ritter, Botkin Prime Construction Company, Inc. for the Civil Upgrades at Public Safety Training Center Project.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
General Services Department

212 Commerce Blvd.

Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

 BY : Dustin Harrison

 DATE : 4/7/2020
BID TABULATION

SHEET: 1 of

CONTRACT :											
LOCA General Services -212 Commerce				Patin		Chasco		Prime			
DATE				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
4/7/2020				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A	Concrete Stairs Excavation and Placement	1	LS	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$2,781.30	\$2,781.30		\$0.00
B	3' Concrete Flume Placement, Prep, and Curb Cut	3	CU	\$650.00	\$1,950.00	\$2,400.00	\$7,200.00	\$291.42	\$874.26		\$0.00
C	3' Concrete Flume Placement, inc Prep	1.85	CU	\$650.00	\$1,202.50	\$2,200.00	\$4,070.00	\$291.42	\$539.13		\$0.00
D	3' Concrete Flume Placement, inc Prep	3.2	CU	\$650.00	\$2,080.00	\$2,600.00	\$8,320.00	\$291.42	\$932.54		\$0.00
D	Decomposed Granite	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$8,901.68	\$8,901.68		\$0.00
E	5' Concrete Flume Placement, inc Prep	5.7	CU	\$650.00	\$3,705.00	\$1,600.00	\$9,120.00	\$494.30	\$2,817.51		\$0.00
F	3' Concrete Flume Placement, Prep, and Curb Cut	2.7	CU	\$650.00	\$1,755.00	\$2,200.00	\$5,940.00	\$291.42	\$786.83		\$0.00
F	3' Concrete Retaining Wall, Drain Pipe, and Removable Handrail	1	LS	\$22,000.00	\$22,000.00	\$24,000.00	\$24,000.00	\$9,331.96	\$9,331.96		\$0.00
F	4" Concrete Paving, Inc Prep, and Curb Cut	25.3	CU	\$650.00	\$16,445.00	\$680.00	\$17,204.00	\$534.31	\$13,518.04		\$0.00
G	4" Concrete Paving, inc Prep	40	CU	\$650.00	\$26,000.00	\$750.00	\$30,000.00	\$534.31	\$21,372.40		\$0.00
H	Site Work, Clearing and Grubbing	1	LS	\$90,000.00	\$90,000.00	\$84,500.00	\$84,500.00	\$4,252.38	\$4,252.38		\$0.00
H	8" Concrete Paving	497.2	CU	\$300.00	\$149,160.00	\$330.00	\$164,076.00	\$237.97	\$118,318.68		\$0.00
H	6" Flex Base, Surface Treatment and Geotextile Fabric	406	CU	\$150.00	\$60,900.00	\$125.00	\$50,750.00	\$85.65	\$34,773.90		\$0.00
H	8' Privacy Fence, Pedestrian Gate, Swing Gate, and Screen	425	LF	\$70.00	\$29,750.00	50	\$21,250.00	50.5	\$21,462.50		\$0.00
	Erosion Control: Silt Fence, Fiter Dike, and Inlet Protection	955	LF	\$4.00	\$3,820.00	\$10.00	\$9,550.00	\$3.84	\$3,667.20		\$0.00
TOTAL:					\$427,267.50		\$459,980.00		\$244,330.32		\$0.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Prime Construction Company Inc.
Pflugerville, TX United States

Certificate Number:
2020-617650

Date Filed:
05/11/2020

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.

0000
Public Safety Training Facility Pavement and Concrete Additions

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 Drew Botkin, and my date of birth is [REDACTED].

My address is 20907 Martin Lane, Pflugerville, TX, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11 day of May, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Mac Haik Ford Lincoln for the purchase of OEM Ford Replacement Parts.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$650,000.00

Indexes: General Fund

Attachments: Resolution, Agreement, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2020-0143

The City desires to purchase original equipment manufacturer automotive maintenance and repair parts and batteries for a portion of City's fleet. City issued an invitation for Bid and received two responses. It has been determined that Mac Haik Ford Lincoln offers the best value to the City, therefore General Services recommends the contract to be awarded to them. No guarantee of any minimum purchase is made or implied. The City will only order the goods needed to satisfy operating requirements.

This will secure a contract to purchase original equipment parts at the best possible rate and give the City a local vendor to supply manufactured authorized parts in a limited time frame. The City will be paying 30-40% less than retail.

Cost: \$650,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0143

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase OEM Ford replacement parts, and for related goods and services for a portion of the City’s fleet; and

WHEREAS, Mac Haik Ford Lincoln has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Mac Haik Ford Lincoln, 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 OEM Ford Replacement Parts with Mac Haik Ford Lincoln, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
THE PURCHASE OF OEM FORD REPLACEMENT PARTS
WITH
MAC HAIK FORD LINCOLN**

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 OEM Ford replacement parts, 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 _____, 2020 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 MAC HAIK FORD LINCOLN, whose mailing address is P.O. Box 710, Georgetown, Texas 78627 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase OEM Ford replacement parts, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said services; 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 Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 20-009 dated February 2020 ("IFB"); (b) Vendor'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) Vendor'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. **Vendor** means Mac Haik Ford Lincoln, 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 Vendor to supply the goods as outlined in the Part IV, Specifications, of the IFB, and the Response to IFB submitted by Vendor 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 Vendor 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 Vendor.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 20-009 dated February 2020). Vendor 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.

Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor 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 Vendor, City agrees to pay Vendor the amounts set forth in “Attachment A: Bid Sheet” of the attached Exhibit “A.”

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) per year** for a total not-to-exceed amount of **Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00)** 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 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 Vendor 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 Vendor 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 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.

10.01 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.

11.01 TAXES

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

12.01 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.

13.01 INSURANCE

Vendor shall meet all insurance requirements set forth Part II of 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 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 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 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.

18.01 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.

19.01 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 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 Vendor verifies Vendor 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 Vendor:

Mac Haik Ford Lincoln
P.O. Box 710
Georgetown, Texas 78627

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 Vendor.

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 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.

24.01 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.

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. 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.

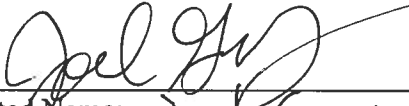
[Signatures on the following page.]

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

City of Round Rock, Texas

Mac Haik Ford Lincoln

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

By:  _____
Printed Name: Joel Gray
Title: Parts Director
Date Signed: 4/21/2020

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



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

INVITATION FOR BID (IFB)

**OEM FORD AND CHEVROLET REPLACEMENT
PARTS**

SOLICITATION NUMBER 20-009

FEBRUARY 2020

Exhibit "A"

City of Round Rock
OEM Ford and Chevrolet Replacement Parts
IFB 20-009
Class/Item: 060-71; 060-72
February 2020

OEM FORD AND CHEVROLET REPLACEMENT PARTS PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock seeks an agreement with a qualified Respondent to supply and deliver Original Equipment Manufacturer (OEM) Ford and/or Chevrolet replacement parts for the City's fleet. It is the City's intention to award a single contract for Ford OEM parts and a single contract for Chevrolet OEM Parts.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s)
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page
Part III – Supplemental Terms and Conditions	Page(s)
Part IV – Specifications	Page(s)
Attachment A – Bid Sheet	Page
Attachment B – Reference Sheet	Page

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

Amanda Crowell
Purchasing Technician
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

The individual listed above is the only authorized contact for this solicitation and 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	February 13, 2020
Deadline for submission of questions	February 21, 2020
City responses to questions or addendums	Approximately February 26, 2020 @ 5:00 PM, CST
Deadline for submission of responses	March 3, 2020 @ 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>.

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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, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

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

- 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. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered and will be returned unopened, if a return address is provided.
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 to carefully read the entire solicitation.

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

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 & MSRP Catalog:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response. Also required is the attachment of a complete MSRP catalog or a current active weblink to your company's complete MSRP online catalog for the brand of vehicle replacement parts bid.

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- **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.
- 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.Respondents may be contacted for clarification of bid and/or to discuss details of the items or services they are proposing.
- 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"

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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:** Insurance does not apply to this solicitation.

Exhibit "A"

City of Round Rock
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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.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing OEM Ford and/or Chevrolet replacement parts 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. Shall have a facility that will stock and ship parts to the City of Round Rock located within Williamson or Travis County.
 - E. Respondent warrants and agrees that all materials supplied herein shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and requirements of Underwriters Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and requirements, and agrees upon request, to furnish the City a certificate of compliance upon request.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in stocking and shipping OEM Ford and/or Chevrolet Replacement Parts.
4. **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:
 - A. 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;
 - B. 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.

Exhibit "A"

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5. **WORKFORCE:** The successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. 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.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for OEM Ford and Chevrolet Replacement Parts 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 10% 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**
 - 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.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance at any time during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **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.

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- A. A City representative will contact the successful Respondent by e-mail, fax, or telephone to place an order for parts. The request will include the part numbers, parts description, delivery requirements, and a unique delivery order number.
- B. **A minimum order quantity will not be permitted.**
- C. Backordered parts shall be delivered within five (5) working days. The successful Respondent shall notify the ordering City representative by telephone immediately to advise when the part will be available. If the successful Respondent cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market.
- D. The successful Respondent shall provide, upon request, a monthly/quarterly/yearly total of all parts purchased by the City. The report shall include date purchased, invoice number, part number, part description, price per part, and total dollar amount for all parts purchased.

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

It is the City's intention to award a single contract for Ford OEM parts and a single contract for Chevrolet OEM Parts.

12. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.

13. **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:**

Marshall Reynold
Fleet Operations Manager
General Services
Phone: (512) 218-5571
E-mail: mreynolds@roundrocktexas.gov

14. **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

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PART IV SCOPE OF WORK

1. **INTRODUCTION:** The City of Round Rock seeks an agreement with a qualified Respondent to supply and deliver Original Equipment Manufacturer (OEM) Ford and/or Chevrolet replacement parts for the City's fleet. It is the City's intention to award a single contract for Ford OEM parts and a single contract for Chevrolet OEM Parts.
2. **PURPOSE:** To supply and deliver Original Equipment Manufacturer (OEM) Ford and Chevrolet replacement parts on an "as needed" basis for the City of Round Rock Fleet Maintenance Facility. The City's fleet currently consists of approximately 94% Ford vehicles, and 6% Chevrolet vehicles, however, these percentages may shift.
3. **CONTRACTOR RESPONSIBILITIES:**
 - A. **SHIPPING AND DELIVERY:** All shipments and deliveries shall be FOB (Freight on Board) destination to the following address:

**Fleet Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664**

 - i. All parts shall be shipped and delivered complete unless arrangements for partial shipments are made in advance.
 - ii. All parts shipped and delivered shall include a shipping/delivery ticket showing the description of each item, quantity, and unit price.
 - iii. Goods shall be received between the hours of 8:00 am to 5:00 pm Monday through Friday. All shipments shall be coordinated with a City-authorized representative.
 - iv. Items which are not normally stocked and for which shipping charges are required for delivery, the shipping charges shall be prepaid and added to each invoice.
 - v. All goods shall be received and signed for by a City-authorized representative upon delivery.
 - vi. Goods shall be delivered within two (2) hours from the time order is placed. Exceptions may be considered upon preapproval by the City's Authorized Representative.
 - vii. No additional delivery costs are permitted. **Transportation costs shall be included in the markup price bid in response to this solicitation.**
 - viii. No Fuel surcharges or mileage charges shall be permitted. **Transportation costs shall be included in the markup price bid in response to this solicitation.**
 - B. **RETURNS:** The City of Round Rock reserves the right to return unused items as needed. The Contractor will be responsible for issuing all return credits, to include any shipping charges if necessary, for returns due to incorrectly shipped orders, items damaged in transit, shipment of obsolete parts to the City, or instances of surplus. The Contractor must have a return policy that will assist in preventing obsolescence. The Contractor shall buy back all unused items purchased under this agreement that are declared surplus or are no longer required by the City within 120 days of shipment at the original purchase price. Restocking charges are not acceptable and will not be authorized for payment.
 - C. **WARRANTY:** All goods shall be warranted against defects in material and workmanship for a period of not less than 12 months beginning with the date of installation of part as evidenced by the City's work order. If the manufacturer's standard warranty exceeds 12 months, then the manufacturer's standard warranty shall be in effect. The Contractor shall furnish a copy of the manufacturer's warranty at time of delivery.
 - D. **PRODUCT:** All materials and repair parts shall be new except core components on renewed assemblies. Used, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable. Repair parts shall be genuine OEM parts.

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- i. **Substitutions:** If OEM parts are not available from the manufacturer-
 - a. Motorcraft parts will be considered an acceptable substitution for Ford OEM parts.
 - b. AC Delco or General Motors OEM parts will be considered acceptable substitutions for Chevrolet OEM parts.
 - c. All substitutions must be approved by City personnel prior to shipment.
 - ii. Material Safety Data Sheets (MSDS) shall be made available upon request.
 - iii. Successful Respondent shall notify the City's authorized representative of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold.
- E. City's Responsibilities**
- i. Coordinate delivery with the Contractor
 - ii. As needed the City will provide associated work order to the Contractor to ensure warranty claims are made within acceptable time frames

Exhibit "A"

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ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 20-009 Ford and Chevrolet Replacement Parts in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. 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 4 – Schedule of Events.
 - B. 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.
 - C. 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>.
 - D. 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."
 - E. 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.
 - F. The Respondent must attach a complete MSRP Catalog or supply a current active weblink to their complete MSRP online catalog.

Attachment A- Bid Sheet
OEM Parts for Ford and Chevrolet
IFB # 20-009
Updated per Addendum 1

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 20-009 OEM Ford and Chevrolet Replacement Parts. The Respondent acknowledges that they have 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: It is the City's intent to award a single contract for Ford OEM parts and a single contract for Chevrolet OEM Parts. All prices must be quoted completely in Part 1 or Part 2 of this bid sheet in order to be considered responsive for that brand of vehicle parts. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the bid sheet may jeopardize acceptance of your offer. The City reserves the right to purchase more or less than the quantities indicated below.
 No additional delivery charges, fuel surcharges or mileage charges are permitted. Delivery shall be FOB Destination.

Part I- Chevrolet Parts

No.	Part Number	Model/Brand	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	25824250	Chevrolet	BEARING;REAR	50	Each		\$0.00
2	11547135	Chevrolet	BOLT	50	Each		\$0.00
3	12613411	Chevrolet	INJECTOR;FUEL WITH ORINGS	40	Each		\$0.00
4	19417055	Chevrolet	PLUG;SPARK,OEM DELCO("14 TAHOE 5.3L)	40	Each		\$0.00
5	12626222	Chevrolet	BELT;SERPENTINE, TAHOE,DENAL(5.3L, 6.2L)	40	Each		\$0.00
6	19210691	Chevrolet	BELT;A/C(TAHOE 5.3L)	40	Each		\$0.00
7	84356643	Chevrolet	HUB ASSY;R/F("14 TAHOE)	40	Each		\$0.00
8	15854941	Chevrolet	MOUNT;MOTOR D/SIDE(TAHOE/DENALI)	40	Each		\$0.00
9	13598771	Chevrolet	SENSOR;TPMS,TAHOE	40	Each		\$0.00
10	84127277	Chevrolet	PANEL;FRONT LEFT HAND(10-14 TAHOE)	40	Each		\$0.00
11	25871024	Chevrolet	SHOCKS;REAR (07 SILVERADO)CHEVY	40	Each		\$0.00
12	15077362	Chevrolet	SEAL	40	Each		\$0.00
13	20955430	Chevrolet	ABSORBER;REAR SHOCK	40	Each		\$0.00
14	26064029	Chevrolet	SEAL	40	Each		\$0.00

Attachment A- Bid Sheet
OEM Parts for Ford and Chevrolet
IFB # 20-009
Updated per Addendum 1

15	25918049	Chevrolet	BUSHING;KIT,STABILIZER LINK('07 SILVERA)	40	Each		\$0.00
16	9596468	Chevrolet	WHEEL;TAHOE 17" STEEL	40	Each		\$0.00
17	11588714	Chevrolet	BOLT;PLUG STEAM VENT	40	Each		\$0.00
18	12471686	Chevrolet	SEAL;REAR AXLE SHAFT(11 TAHOE)	40	Each		\$0.00
19	12479031	Chevrolet	BEARING;REAR WHEEL(11 TAHOE)	40	Each		\$0.00
20	12602540	Chevrolet	PLUG;STEAM VENT	40	Each		\$0.00

Annual Total:


This section will not be evaluated under Cost but will become part of the contract.							Percent Markup (%) off MSRP Catalog for Chevy OEM parts not listed above.	%
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Information Only : The City of Round Rock reserves the right to order other products from the vendor-attached MSRP Catalog

Part II- Ford Parts

No.	Part Number	Model/Brand	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
21	AU2Z-17V528-GA	Ford	BLADE;WIPER,22"(MOTORCRAFT)	700	Each	\$7.73	\$5,411.00
22	3U2Z-1V125-AB	Ford	ROTOR;FRONT BRAKE(03-11 CROWN VIC,)	500	Each	\$38.79	\$19,395.00
23	XT-10-QLVC	Ford	ATF;DEX-MERC(LV)MOTORCRAFT	500	Each	\$5.01	\$2,505.00
24	AA5Z-6714-B	Ford	FILTER;OIL('09-UP 3.5L,3.7L,5.0L,6.2L)	500	Each	\$3.32	\$1,660.00
25	2L1Z-78101C38-AA	Ford	CAGE NUT;W/PLATE,FRAME MOUNT BOLT,F-550	500	Each	\$5.95	\$2,975.00
26	F1AZ-6731-BE	Ford	FILTER;OIL(98-08 Crown Vic & More)	500	Each	\$2.62	\$1,310.00
27	XO-5W30-Q1SP	Ford	OIL;5W30 QT SYNTHETIC(MOTORCRAFT)	400	Each	\$4.18	\$1,672.00
28	BXT-65-850	Ford	BATTERY;65 SERIES 850CCA	400	Each	\$116.44	\$46,576.00
29	AU2Z-17V528-EA	Ford	BLADE;WIPER,20"(MOTORCRAFT)	400	Each	\$7.73	\$3,092.00
30	au2z-17v528-ja	Ford	BLADE;WIPER,26"(MOTORCRAFT)	300	Each	\$7.73	\$2,319.00
31	XO-5W20-Q1SP	Ford	OIL;5W20 SYNTHETIC MOTOR OIL	200	Each	\$4.43	\$886.00

Attachment A- Bid Sheet
OEM Parts for Ford and Chevrolet
IFB # 20-009
Updated per Addendum 1

54	8G1Z-1012-A	Ford	NUT: LUG NUT	100	Each	\$5.55	\$555.00
55	DG1Z-2001-F	Ford	PADS:FRONT BRAKE(15-16 EXPLORER)	100	Each	\$38.48	\$3,848.00
56	W714852-S900	Ford	BOLT:INTAKE.6.7L	101	Each	\$5.20	\$525.20
57	BC3Z-6731-B	Ford	FILTER;OIL,ENGINE(FORD 6.7L)	100	Each	\$11.40	\$1,140.00
58	GU2Z-17V528-L	Ford	BLADE:WIPE,18"(MOTORCRAFT)	100	Each	\$5.52	\$552.00
59	VC-5DIL	Ford	COOLANT;50/50,PRE-MIX,UNIVERSAL,1 GAL	100	Each	\$11.72	\$1,172.00
60	2C5Z-9155-BC	Ford	FILTER:FUEL('02-'09 F-150,250)	100	Each	\$10.22	\$1,022.00
Annual Total:							\$129,548.00
This section will not be evaluated under Cost but will become part of the contract.				Percent Markup (%) off MSRP Catalog for Ford OEM parts not listed above.			
				Cost plus 4% on Ford Parts and Cost minus 15% on Motorcraft WINS eligible items.			
Information Only: The City of Round Rock reserves the right to order other products from the vendor attached MSRP Catalog							
COMPANY NAME:		Mac Haik Ford Lincoln					
SIGNATURE OF AUTHORIZED REPRESENTATIVE:							
PRINTED NAME:		Joel Gray					
PHONE NUMBER:		512-930-3673					
EMAIL ADDRESS:		jgray@machaikfl.com					

Attachment A- Bid Sheet
OEM Parts for Ford and Chevrolet
IFB # 20-009
Updated per Addendum 1

32	SP-493	Ford	PLUG;SPARK('03-UP 4.6L)	100	Each	\$2.17	\$217.00
33	XO-5W30-5Q3SP	Ford	OIL;5W30 5QT SYNTH OIL(MOTORCRAFT)	100	Each	\$19.92	\$1,992.00
34	3W7Z-12029-AA	Ford	COIL;IGNITION('03-UP 4.6L)MOTORCRAFT	100	Each	\$29.42	\$2,942.00
35	7C3Z-9601-C	Ford	FILTER;AIR(3.5L,3.7L,5.0L,5.4L,6.2L,6.8L	101	Each	\$9.80	\$989.80
36	SP-526	Ford	PLUG;SPARK('11^ F-250 6.2L)	100	Each	\$3.63	\$363.00
37	7T4Z-9601-B	Ford	FILTER;AIR(3.7L)EDGE,TAURUS,EXPL	100	Each	\$9.80	\$980.00
38	h153331	Ford	MATS:FLOOR,FRONT,RUBR(15-18 PD EXPL)HSKY	100	Each	\$82.65	\$8,265.00
39	XO-5W40-5Q3SD	Ford	OIL;5W40 5QT DIESEL SYNTH OIL(M-CRAFT)	100	Each	\$37.43	\$3,743.00
40	VC-3-B	Ford	COOLANT;FULL STRENGTH,MOTORCRAFT ORANGE	100	Each	\$17.43	\$1,743.00
41	SP-520	Ford	PLUG;SPARK(15 EXPLORER 3.7L FLEX FUEL)	100	Each	\$3.00	\$300.00
42	be8z-6731-ac	Ford	FILTER;OIL(09-11 CROWN VIC)MOTORCRAFT	100	Each	\$2.78	\$278.00
43	XO-5W20-5Q3SP	Ford	OIL;5W20 5QT SYNTH OIL(MOTORCRAFT)	100	Each	\$20.61	\$2,061.00
44	7T4Z-9439-E	Ford	GASKET;'15-16 EXPLORER INTAKE MANI.	100	Each	\$2.58	\$258.00
45	3U2Z-1S177-AA	Ford	SEAL;REAR AXLE(CROWN VIC)	100	Each	\$9.32	\$932.00
46	3W1Z-1225-AA	Ford	BEARING;AXLE,REAR,OUTER(CROWN VIC)	100	Each	\$20.30	\$2,030.00
47	2M5Z-9155-CA	Ford	FILTER;FUEL(CV,F-150,ETC)	100	Each	\$7.49	\$749.00
48	B85Z-17528-F	Ford	BLADE;WIPER,11"REAR('15 PD EXPLORER)	100	Each	\$9.66	\$966.00
49	W300249-A	Ford	BOLT;REAR AXEL STRAP	100	Each	\$0.32	\$32.00
50	XT-6-QSP	Ford	FLUID;MERCON SP TRANSMISSION	100	Each	\$7.44	\$744.00
51	4L3Z-1012-A	Ford	LUG NUTS(11 EXPEDITION)	100	Each	\$5.72	\$572.00
52	F50Z-9601-BB	Ford	FILTER;AIR(F-150 4.2L,4.6L)	100	Each	\$9.80	\$980.00
53	5L3Z-5C491-BA	Ford	BUSHING;STABILIZER LINK W/NUT	100	Each	\$17.96	\$1,796.00

**ATTACHMENT B:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB # 20-009

RESPONDENT'S NAME: Mac Haik Ford Lincoln

DATE: 02/28/2020

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 | <u>Texas Department of Transportation</u> | |
| | Name of Contact | <u>Tony Firkens</u> | |
| | Title of Contact | <u>Fleet Acquisition Team</u> | |
| | E-Mail Address | <u>Tony.Firkens@txdot.gov</u> | |
| | Present Address | <u>3500 Jacksin Ave. Bldg 10</u> | |
| | City, State, Zip Code | <u>Austin, TX 78731</u> | |
| | Telephone Number | <u>(512) 465-3648</u> | <u>Fax Number: (210) 615-5963</u> |
| | | | |
| 2. | Company's Name | <u>Texas Department of Public Safety</u> | |
| | Name of Contact | <u>Bryan Williams</u> | |
| | Title of Contact | <u>Contract Specialist, Team 2 Procurement & Contract Services Infrastructure Operations division</u> | |
| | E-Mail Address | <u>Bryan.Williams@dps.texas.gov</u> | |
| | Present Address | <u>5805 North Lamar, Bldg. A</u> | |
| | City, State, Zip Code | <u>Austin, TX 78752</u> | |
| | Telephone Number | <u>(512) 424-5475</u> | <u>Fax Number: ()</u> |
| | | | |
| 3. | Company's Name | <u>City of Georgetown</u> | |
| | Name of Contact | <u>Stan Hohman</u> | |
| | Title of Contact | <u>Shop Foreman</u> | |
| | E-Mail Address | <u>Stan.hohman@georgetown.org</u> | |
| | Present Address | <u>300-2 Industrial</u> | |
| | City, State, Zip Code | <u>Georgetown, TX 78626</u> | |
| | Telephone Number | <u>(512) 930-3563</u> | <u>Fax Number: (512) 930-8173</u> |

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

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 20-008

Addendum No: 2

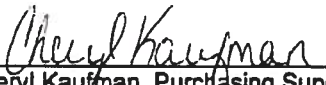
Date of Addendum: March 18, 2020

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

- I. **Extension:** The proposal due date is hereby extended until Tuesday, April 7, 2020 at 3:00 PM CST.
- II. **Add Contact:** The Authorized Contact for contractual and technical issues has been added as follows:

Authorized Contact: Cheryl Kaufman
Purchasing Supervisor
512-218-5417
ckaufman@roundrocktexas.gov
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

March 18, 2020

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

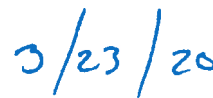
ACKNOWLEDGED BY:



Name



Authorized Signature



Date

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

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: 20-009

Addendum No: 1

Date of Addendum: 2/24/2020

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

I. **Questions:**

Q.1 Line #56. Part #.W714852.S901 is not a valid part number. Can we verify the number please?

A1 Line #56 the correct Part Number is W714852-S900

II. **Clarifications:** Part number W714852.S901 has been updated to reflect part number W714852-S900 on Attachment A- Bid Sheet.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

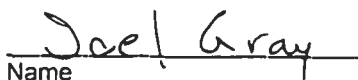
APPROVED BY:


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

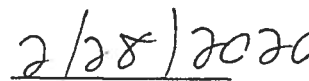
2/24/2020

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

ACKNOWLEDGED BY:


Name


Authorized Signature


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.

FORM 1295 INSTRUCTIONS

Pursuant to newly enacted Section 2252.90 of the Texas Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a disclosure of interested parties to the local governmental prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the disclosure of interested parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Round Rock may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the City Clerk. The instructions to complete Form 1295 and file it with the City Clerk are as follows:

1. Upon being notified of a bid award, the award recipient ("business entity") must go to the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first time logging on to the website application, the business entity must create a login Username and Password and then follow the application's instructions to complete a Form 1295.
2. The City does not have a Contract ID Number System. Please insert 000000 and the project name in this box.
3. Even if a business entity has no interested parties, Form 1295 still must be completed using the website application and filed with the City Clerk.
4. Once confirmation is received that the information has been submitted, the business entity MUST print and sign the completed Form 1295.
5. **The signed Form 1295 must be filed with the Clerk of the City of Round Rock prior to the City Council approving the contract. The signed Form 1295 should be scanned and e-mailed directly to the City clerk at swhite@roundrocktexas.gov.**
6. Once the City Clerk receives the signed Form 1295, the City Clerk will submit confirmation of receipt through the TEC website application within thirty (30) days of the filing of Form 1295 by the business entity.
7. This process must be followed for each contract a business entity enters into with the City of Round Rock including Supplementals and Change Orders.
8. A Form 1295 cannot be handwritten. It must be completed electronically through the TEC website application.
9. If you have any questions regarding the process of filing of Form 1295, please contact:
Sara White, City Clerk
221 East Main Street
Round Rock, Texas 78664
Phone: (512) 218-5404
Fax: (512) 218-7097
E-mail: swhite@roundrocktexas.gov

BID TABULATION						VENDOR #1	VENDOR #2	
IFB No: 20-009						Mac Haik Ford	Covert Ford	
DESCRIPTION: OEM Parts for Ford and Chevrolet								
BID OPENING DATE & TIME: 3/3/2020 @ 3:00 PM								
Part II- Ford Parts								
Item #	Part Number	Description	Estimated Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price
21	AU2Z-17V528-GA	BLADE;WIPER 22"(MOTORCRAFT)	700	Each	\$7.73	\$5,411.00	*	*
22	3U2Z-1V125-AB	ROTOR;FRONT BRAKE(03-11 CROWN VIC.)	500	Each	\$38.79	\$19,395.00	*	*
23	XT-10-QLVC	ATF;DEX-MERC(LV)MOTORCRAFT	500	Each	\$5.01	\$2,505.00	*	*
24	AA5Z-6714-B	FILTER.OIL('09-UP 3.5L 3.7L 5.0L 6.2L)	500	Each	\$3.32	\$1,660.00	*	*
25	2L1Z-78101C38-AA	CAGE NUT,W/PLATE,FRAME MOUNT BOLT,F-550	500	Each	\$5.95	\$2,975.00	*	*
26	F1AZ-6731-BE	FILTER.OIL(98-08 Crown Vic & More)	500	Each	\$2.62	\$1,310.00	*	*
27	XO-5W30-Q1SP	OIL;5W30 QT SYNTHETIC(MOTORCRAFT)	400	Each	\$4.18	\$1,672.00	*	*
28	BXT-65-850	BATTERY,65 SERIES 850CCA	400	Each	\$116.44	\$46,576.00	*	*
29	AU2Z-17V528-EA	BLADE;WIPER 20"(MOTORCRAFT)	400	Each	\$7.73	\$3,092.00	*	*
30	au2z-17v528-ja	BLADE;WIPER,26"(MOTORCRAFT)	300	Each	\$7.73	\$2,319.00	*	*
31	XO-5W20-Q1SP	OIL;5W20 SYNTHETIC MOTOR OIL	200	Each	\$4.43	\$886.00	*	*
32	SP-493	PLUG;SPARK('03-UP 4.6L)	100	Each	\$2.17	\$217.00	*	*
33	XO-5W30-5Q3SP	OIL;5W30 5QT SYNTH OIL(MOTORCRAFT)	100	Each	\$19.92	\$1,992.00	*	*
34	3W7Z-12029-AA	COIL;IGNITION('03-UP 4.6L)MOTORCRAFT	100	Each	\$29.42	\$2,942.00	*	*
35	7C3Z-9601-C	FILTER,AIR(3.5L 3.7L 5.0L 5.4L 6.2L 6.8L)	101	Each	\$9.80	\$989.80	*	*
36	SP-526	PLUG,SPARK('11^ F-250 6.2L)	100	Each	\$3.63	\$363.00	*	*
37	7T4Z-9601-B	FILTER,AIR(3.7L)EDGE,TAURUS,EXPL	100	Each	\$9.80	\$980.00	*	*
38	h53331	MATS;FLOOR,FRONT,RUBR(15-18 PD EXPL)HSKY	100	Each	\$82.65	\$8,265.00	*	*
39	XO-5W40-5Q3SD	OIL;5W40 5QT DIESEL SYNTH OIL(M-CRAFT)	100	Each	\$37.43	\$3,743.00	*	*
40	VC-3-B	COOLANT;FULL STRENGTH,MOTORCRAFT ORANGE	100	Each	\$17.43	\$1,743.00	*	*
41	SP-520	PLUG;SPARK(15 EXPLORER 3.7L FLEX FUEL)	100	Each	\$3.00	\$300.00	*	*
42	be8z-6731-ac	FILTER,OIL(09-11 CROWN VIC)MOTORCRAFT	100	Each	\$2.78	\$278.00	*	*
43	XO-5W20-5Q3SP	OIL;5W20 5QT SYNTH OIL(MOTORCRAFT)	100	Each	\$20.61	\$2,061.00	*	*
44	7T4Z-9439-E	GASKET,'15-16 EXPLORER INTAKE MANI.	100	Each	\$2.58	\$258.00	*	*
45	3U2Z-1S177-AA	SEAL;REAR AXLE(CROWN VIC)	100	Each	\$9.32	\$932.00	*	*
46	3W1Z-1225-AA	BEARING;AXLE,REAR,OUTER(CROWN VIC)	100	Each	\$20.30	\$2,030.00	*	*
47	2M5Z-9155-CA	FILTER,FUEL(CV,F-150 ETC)	100	Each	\$7.49	\$749.00	*	*
48	BB5Z-17528-F	BLADE WIPER,11"REAR('15 PD EXPLORER)	100	Each	\$9.66	\$966.00	*	*
49	W300249-A	BOLT,REAR AXEL STRAP	100	Each	\$0.32	\$32.00	*	*
50	XT-6-QSP	FLUID,MERCON SP TRANSMISSION	100	Each	\$7.44	\$744.00	*	*
51	4L3Z-1012-A	LUG NUTS(11 EXPEDITION)	100	Each	\$5.72	\$572.00	*	*

52	F5OZ-9601-BB	FILTER,AIR(F-150 4 2L,4.6L)	100	Each	\$9.80	\$980.00	*	*
53	5L3Z-5C491-BA	BUSHING,STABILIZER LINK W/NUT	100	Each	\$17.96	\$1,796.00	*	*
54	8G1Z-1012-A	NUT LUG NUT	100	Each	\$5.55	\$555.00	*	*
55	DG1Z-2001-F	PADS,FRONT BRAKE(15-16 EXPLORER)	100	Each	\$38.48	\$3,848.00	*	*
56	W714852-S901	BOLT,INTAKE,6.7L	101	Each	\$5.20	\$525.20	*	*
57	BC3Z-6731-B	FILTER,OIL,ENGINE(FORD 6.7L)	100	Each	\$11.40	\$1,140.00	*	*
58	GU2Z-17V528-L	BLADE,WIPER,18" (MOTORCRAFT)	100	Each	\$5.52	\$552.00	*	*
59	VC-5DIL	COOLANT,50/50,PRE-MIX UNIVERSAL,1 GAL	100	Each	\$11.72	\$1,172.00	*	*
60	2C5Z-9155-BC	FILTER,FUEL('02-'09 F-150,250)	100	Each	\$10.22	\$1,022.00	*	*
Total:						\$129,548.00	Total:	*

* Deemed Non-Responsive

Recommended for Award Mac Haik Ford

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:
2020-609877

Date Filed:
04/21/2020

Date Acknowledged:

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

Mac Haik Ford Lincoln LTD
Georgetown, 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.

20-009
Automotive parts, chemicals and accessories.

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 Joel Gray, and my date of birth is [REDACTED]

My address is 2725 Mazara Way Round Rock Tx 78665 USA
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 21 day of April, 20 20
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

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

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2020-0145

On April 3, 2020, Oncor Electric Delivery Company, LLC applied to increase rates that would increase its annual revenues by approximately \$76 million. Oncor proposes to implement this increase on September 1, 2020.

The City is a franchising city and a member of the Alliance of Oncor Cities (AOC) with legal representation from Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) in rate matters involving Oncor. The AOC is a 25-member coalition that includes Pflugerville, Denton, Hillsboro, and various other member cities served by Oncor. The City's involvement is similar to that with Atmos where the City is part of a coalition to examine and monitor rate filings on behalf of its citizens.

This resolution denying the rate change is designed to give the City, through participation in the AOC, more time for a detailed review of Oncor's application and to request additional information as necessary to fully evaluate the proposal and determine the most appropriate response.

RESOLUTION NO. R-2020-0145

RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS (“CITY”) DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE REQUEST OF ONCOR ELECTRIC DELIVERY COMPANY LLC MADE ON OR ABOUT APRIL 3, 2019; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on about April 3, 2020, Oncor Electric Delivery Company, LLC (“Oncor”) filed an application for approval to amend its Distribution Cost Recovery Factor (“DCRF”) with the City that will increase Oncor’s rates effective September 1, 2020; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor’s rates, operations, and services within the municipality, and specifically over its requested amendment to its DCRF under Chapter 36, §36.210; and

WHEREAS, Oncor seeks to include in rates a profit related to its incremental investment in distribution assets it has made from January 1, 2019 through December 31, 2019; and

WHEREAS, the inclusion of Oncor’s profit on its investment in distribution assets in rates, has the effect of increasing Oncor’s revenue requirement by approximately \$76 million; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date, or June 2, 2020; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor’s rate request, it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by Oncor to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Oncor Cities (“AOC”) and hereby continues its participation in AOC; and

WHEREAS, Oncor simultaneously filed an application for approval of an amendment to its DCRF with the Public Utility Commission of Texas, and therefore the decision of the Public Utility Commission of Texas will have an impact on the rates paid by the City and its citizens who are customers in Oncor’s service territory, and in order for the City’s participation to be meaningful, it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, Oncor failed to show that its proposed rate change in rates is reasonable and therefore the City has concluded that Oncor’s proposed rate change is unreasonable;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City **DENIES** the rate change Oncor requested on or about April 3, 2020.

Section 3. The City authorizes intervention in proceedings related to Oncor’s application for approval of its DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as the Alliance of Oncor Cities (“AOC”).

Section 4. The City hereby orders Oncor to reimburse the City’s rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or to related

proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the City.

Section 6. The City, through its participation in AOC, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 7. A copy of this resolution shall be sent to Oncor Electric Delivery Company, LLC, care of Mr. J. Michael Sherburne, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution expressing official intent to reimburse certain project expenditures from the proceeds of a future Utility System Revenue Bonds sale.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2020-0146

This resolution allows for project costs related to the design and construction of the Brushy Creek Regional Wastewater System (BCRWWS) East Plant Expansion Project to be spent before the bond proceeds are received.

The City of Round Rock is working to make the City of Leander a sub-regional customer of BCRWWS instead of an equity partner as currently set out in the existing Interlocal Agreement among the cities of Cedar Park, Austin, Round Rock and Leander. A Wastewater Service Agreement between the cities of Round Rock and Leander will come before Council for approval at a later time.

As a result, this resolution will allow the expansion project to move forward using existing cash and then reimburse the funds once the bonds are issued. This resolution is for up to \$54 million of costs on the expansion project, which represents the City of Leander's portion of the project cost.

Proceeds from the sale of the Utility System Revenue Bonds will be used for the City of Leander's portion of the project cost which includes:

- Preliminary engineering costs
- Final engineering costs
- Construction administration costs
- Construction costs
- Electrical improvements
- Capital projects necessary to the expansion project

This resolution is required to meet IRS rules and regulations regarding the use of tax-exempt

funds.

RESOLUTION NO. R-2020-0146

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN
EXPENDITURES OF THE CITY OF ROUND ROCK, TEXAS**

WHEREAS, the City Council of the City of Round Rock, Texas (the "Issuer") expects to pay expenditures in connection with the project described in Exhibit A (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project, Now Therefore

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$54 million for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

PROJECT DESCRIPTION

Acquiring, purchasing, constructing, improving, renovating, enlarging or equipping the City's utility system, including the engineering, design and construction costs of the Brushy Creek Regional Wastewater System East Plant Expansion Project



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2020 financial and compliance audit.

Type: Resolution

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Susan Morgan, CFO

Cost: \$641,465.00

Indexes: General Fund; Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance Department

Text of Legislative File 2020-0147

The City's charter requires an annual audit of the financial records to be performed by an independent certified public accountant. The objective of the audit includes: expressing an opinion as to whether the City's financial statements are fairly presented in accordance with generally accepted accounting principles; evaluating and reporting on the City's internal controls related to the financial statements and providing an opinion on the City's compliance with laws and regulations associated with Uniform Guidance which is related to federal grants the City receives. In addition to audit work, the firm also assists the City with the preparation of the City's Comprehensive Annual Financial Report.

The audit provides an independent examination of financial records, activities and operations to assess internal control practices, compliance with regulations, grant terms, bond covenants, contractual requirements and fairness of the presentation of the financial information.

The firm also provides valuable ideas and observations intended to help achieve the City's objectives in maintaining adequate financial controls, policies, and procedures.

This will be the fourth year of a six-year agreement for these services. The estimated fees for year 4 of this agreement is \$108,495. Total estimated cost for the six-year term is \$641,465.

The estimated fee per year remaining under this agreement is as follows:

Fiscal Year	Estimated Fees
2020 (year 4)	\$108,495
2021 (year 5)	\$111,685
2022 (year 6)	\$114,940

Cost: \$641,465

Source of Funds: General Fund and Utility Fund

RESOLUTION NO. R-2020-0147

WHEREAS, it is necessary for the City of Round Rock (“City”) to conduct an annual audit of the City’s financial records; and

WHEREAS, the accounting firm of Whitley Penn, LLP has submitted an engagement letter to provide said audit for the fiscal year ending September 30, 2020; and

WHEREAS, the City Council wishes to enter into said engagement letter with Whitley Penn, LLP, 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 engagement letter with Whitley Penn, LLP to conduct said audit, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 28th day of May, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

April 24, 2020

To the Honorable Mayor, Members of the
City Council and the City Manager
221 East Main Street
Round Rock, Texas 78664

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Round Rock, Texas (the "City"), as of September 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in the Net Liability and Related Ratios (Pension and Other Post-Employment Benefits (OPEB))
- 3) Schedule of Contributions (Pension and OPEB)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining and Individual Fund Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying, in its accounts, all federal and expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federal funded activities;
5. For preparing the schedules of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant vendor / contractor relationships where the vendor/contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include assistance with the preparation of the data collection form and submission to the federal audit clearinghouse.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2020
Inventory Observation (for material balances)	September 30, 2020 or agreed upon date
Perform year-end audit procedures	November/December 2020
Issue audit reports	February 2021

Guadalupe R. Garcia is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$108,495. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all

out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

- 1) Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
- 2) The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
- 3) Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
- 4) Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of

an award, the District courts in Williamson County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

“Whitley Penn, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn, LLP also has not performed any procedures relating to this offering document.”

To the Honorable Mayor, Members of the
City Council and the City Manager
April 24, 2020
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Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

To the Honorable Mayor, Members of the
City Council and the City Manager
April 24, 2020
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RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Round Rock, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

July 19, 2018

To the Partners of Whitley Penn LLP and
the National Peer Review Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examination of service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

Olsen Thielen & Co., Ltd.

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.

Whitley Penn, LLP
Austin, TX United States

Certificate Number:
2020-619863

Date Filed:
05/15/2020

Date Acknowledged:

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

City of Round Rock, Texas

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

RFP No. 17-007
Audit 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 Guadalupe R. Garcia, and my date of birth is [REDACTED].

My address is 3600 N. Capital of Texas Hwy.

Building B. Suite 250, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 15 day of May, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance approving Amendment No. 6 to Planned Unit Development (PUD) No. 23 to modify the commercial carwash requirements, located northwest of the intersection of FM 1431 and Sendero Springs Dr. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 5/28/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit C-6, Exhibit D-4, Aerial Photo, Vicinity Map with surrounding zoning, HOA letter of support

Department: Planning and Development Services Department

Text of Legislative File 2020-0148

Planned Unit Development (PUD) No. 23, containing 371.66 acres of land, was approved by the City Council in 1995 and it permits mostly single family uses, with a commercial area along FM 1431. The subject of the amendment is a 1.34 acre tract, which is currently zoned for commercial uses.

A car wash is proposed for the 1.34 acre site and the purpose of the amendment is to update the design standards by including the recently adopted Code standards for a single bay car wash, adding a description of architectural elements that give the appearance of pitched-type roof construction and establishing a 5' building setback on the western boundary of the site.

The site has direct access to FM 1431 via an existing driveway. The applicant met with the homeowner's association for the adjacent Preserve at Mayfield Ranch to describe the project. The City received a letter of support for the project from the HOA.

The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of the amendment to PUD No. 23. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0148

AN ORDINANCE AMENDING ORDINANCE NO. Z-95-12-21-10A, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON DECEMBER 21, 1995, BY ADDING EXHIBIT “C-6” AND AMENDING EXHIBIT “D-4” OF THE DEVELOPMENT PLAN OF PUD NO. 23, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on December 21, 1995, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-95-12-21-10A, which established PUD No. 23, and

WHEREAS, on July 25, 2000, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-00-07-25-12A1, which amended PUD No. 23, (Amendment No. 1), and

WHEREAS, on April 26, 2001, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-01-04-26-13A3, which further amended PUD No. 23, (Amendment No. 2), and

WHEREAS, on July 14, 2005, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-05-07-14-10C1, which further amended PUD No. 23, (Amendment No. 3), and

WHEREAS, on April 8, 2010, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-10-04-08-9A1, which further amended PUD No. 23, (Amendment No. 4), and

WHEREAS, on February 8, 2018, the City Council of the City of Round Rock, Texas, adopted Ordinance No. O-2018-5162, which further amended PUD No. 23, (Amendment No. 5), and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas, to add Exhibit “C-6” and to amend Exhibit “D-4” of the Development Plan of PUD No. 23, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-95-12-21-10A on the 15th day of April, 2020, following lawful publication of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance No. Z-95-12-21-10A be amended, and

WHEREAS, on the 28th day of May, 2020, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-95-12-21-10A, and

WHEREAS, the City Council determined that the requested amendment to Ordinance No. Z-95-12-21-10A promotes the health, safety, morals and 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 10, Article I, Section 10-2 and Article IV, Section 10-22, 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 hereby determines that the proposed amendment to Planned Unit Development (PUD) District #23 meets the following goals and objectives:

- (1) The amendment to P.U.D. #23 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #23 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #23 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

II.

That Exhibit "C-6", as attached hereto and incorporated herein, is added to the Development Plan of PUD No. 23.

III.

That Exhibit "D-4" regarding land *Uses and Development Standards for Parcel 4d* for PUD No. 23, as approved in Ordinance No. Z-05-07-14-10C1 and Ordinance No. Z-10-04-08-9A1 is hereby amended to include the amendments in the attached Exhibit "D-4", attached hereto and incorporated herein.

IV.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2020.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2020.

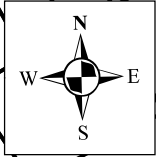
READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Exhibit C-6



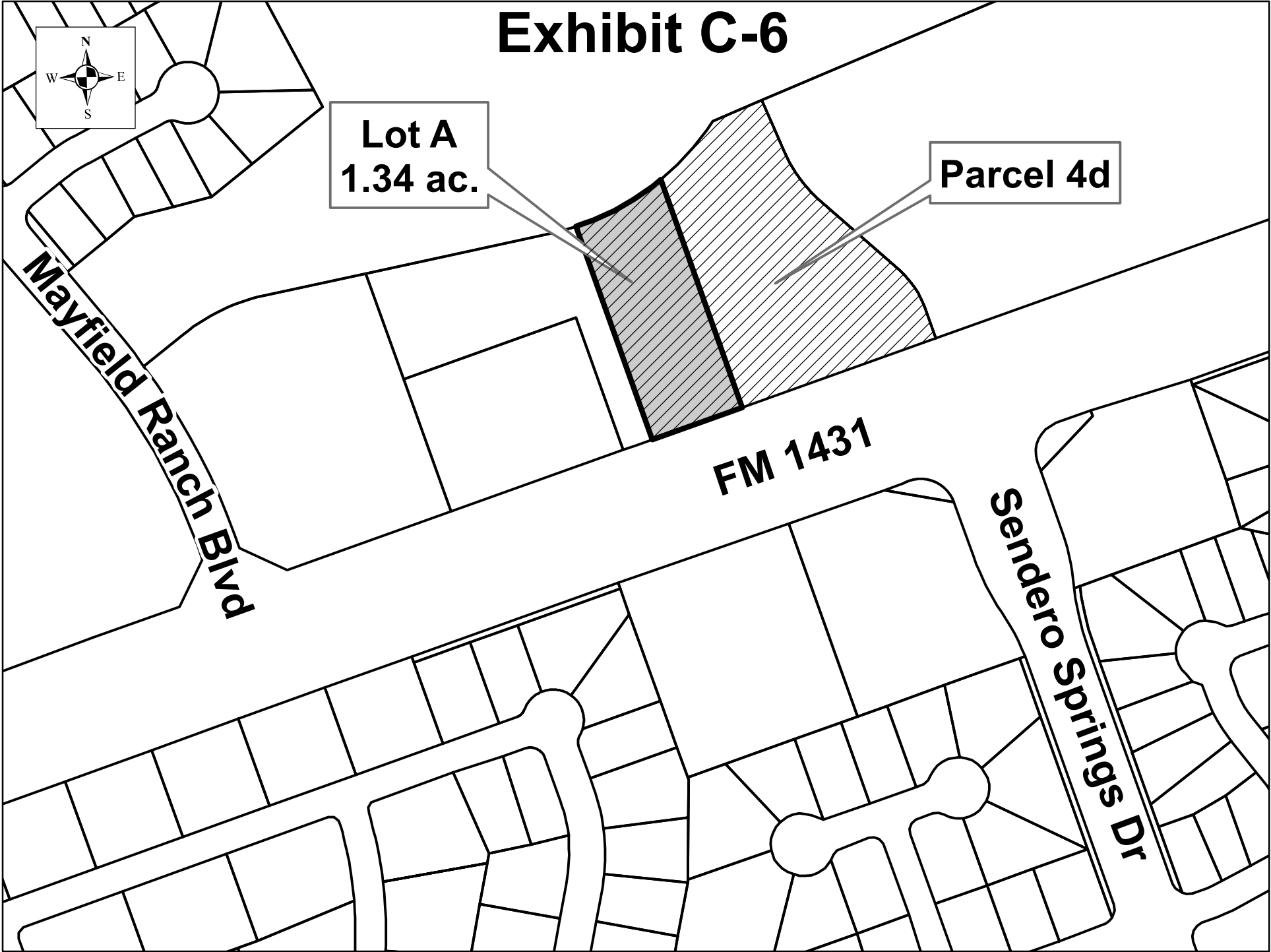
Lot A
1.34 ac.

Parcel 4d

Mayfield Ranch Blvd

FM 1431

Sendero Springs Dr



**Revisions to EXHIBIT D-4
USES AND DEVELOPMENT STANDARDS FOR PARCEL 4d**

Replace Section 1.3. with:

- 1.3. Single-bay car washes are permitted with the following conditions:
- 1.3.1. The building shall not be less than 100 feet from any residential property line.
 - 1.3.2. The entrance and exit of the bay shall face as few residential properties as possible.
 - 1.3.3. Vacuuming facilities may be outside the building but shall not be in the street yard and shall not be closer than 150 feet from any single-family or two-family property line.
-

Replace Section 3.4. with:

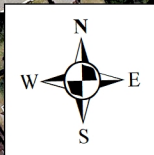
3.4. Roofs

- 3.4.1. All roofs of buildings shall be pitched-type construction (hip or gable-type roofs with a minimum pitch of 3:12) or have architectural elements that give the appearance of pitched-type construction.
 - 3.4.2. Roofs shall be a combination of pitched, gabled or sloped elements. The pitched areas may be standing-seam metal with non-reflective finishes or non-metallic tile (clay or concrete).
 - 3.4.3. The architectural elements for roof areas without a pitch shall include parapets which provide screening of the roof surface, including roof mounted mechanical equipment, from public view.
-

Add Section 3.7.:

3.7. Setbacks

- 3.7.1. The side setback for the western boundary of Parcel 4d, Lot A, as identified on Exhibit "C-6" shall be 5 feet.



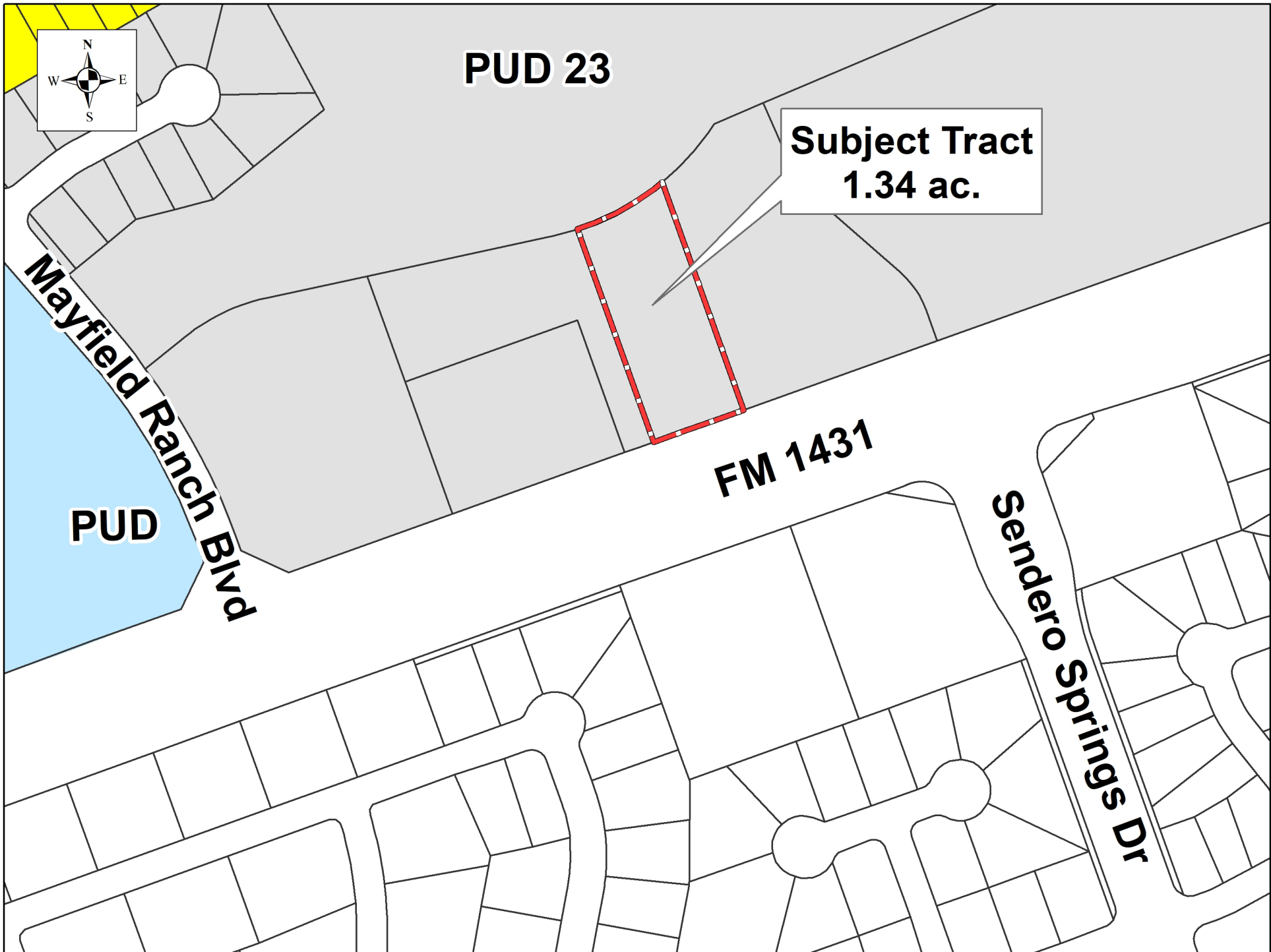
**Subject Tract
1.34 ac.**



Mayfield Ranch Blvd

FM 1431

Sendero Springs Dr





The Preserve at Mayfield Ranch
3451 Mayfield Ranch Boulevard
Round Rock, TX 78681

February 28, 2020

Mr. Clyde Rosenberg, Senior Planner
Planning and Development Services
City of Round Rock
221 East Main Street
Round Rock, TX 78684

Mr. Rosenberg,

This letter confirms the Board of Directors of The Preserve at Mayfield Ranch Homeowners Association's support of the construction of a single bay carwash being undertaken by Mr. Jay Hill with the following stipulations:

- The subject carwash is constructed on the property described as (ENCLAVE AT MAYFIELD RANCH (LTS 19 & 20 & 21), BLOCK A, LOT 21, ACRES 1.34.
- The carwash is constructed as detailed in the preliminary site plan provided to the Board.

Further, The Board supports the amendment of the current PUD documents to allow the construction of said carwash provided it adheres to the City of Round Rock's current regulations for a single bay carwash.

Please free to contact me if you have any questions. I can be reached by phone (512 761-3009) or email (helen.pmr.hoa@gmail.com).

Sincerely,

Helen Tate, President
The Preserve at Mayfield Ranch HOA