



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, July 9, 2020

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2018 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-1709](#) [Consider a special presentation to Girl Scouts Troop 2500 for their donation of K-9 vests to the Round Rock Police Department.](#)

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-1704](#) [Consider approval of the minutes for the June 25, 2020 and June 29, 2020 Regular and Special Called Emergency City Council meetings.](#)
- F.2 [2020-0185](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of Highway Safety and Traffic Controls Products.](#)

G. PUBLIC HEARINGS:

- G.1 [TMP-1693](#) [Consider public testimony regarding the City of Round Rock Draft Community Development Block Grant \(CDBG\) 2020 Annual Action Plan.](#)

H. RESOLUTIONS:

- H.1 [2020-0177](#) [Consider a resolution approving the proposed amendments to the Bylaws of the Round Rock Transportation and Economic Development Corporation \(RRTED Corp\).](#)
- H.2 [2020-0178](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Presidio Networked Solutions Group, LLC for the purchase of hardware, networking equipment, servers and data storage solutions.](#)
- H.3 [2020-0179](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Faith Culture Church, Inc. for the purchase of portions of the Heritage Center subdivision required for the Heritage Trail East project.](#)
- H.4 [2020-0180](#) [Consider a resolution authorizing the Mayor to execute an Agreement with GT Distributors, Inc. for the purchase of public safety and firehouse supplies and equipment.](#)
- H.5 [2020-0181](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with the Round Rock Independent School District for the purchase of a 2.496-acre parcel required for construction of Gattis School Road.](#)
- H.6 [2020-0182](#) [Consider a resolution authorizing the Mayor to execute the First Amended Memorandum of Understanding with ICU Medical, Inc. related to the proposed University Boulevard roadway expansion project.](#)
- H.7 [2020-0183](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 4 with CP&Y, Inc. for the Kenney Fort Boulevard \(Segments 2 & 3\) Project.](#)
- H.8 [2020-0184](#) [Consider a resolution authorizing the Mayor to execute the First Amended Interlocal Agreement between Williamson County and City of Round Rock regarding the University Boulevard \(west\) Project.](#)
- H.9 [2020-0186](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM for the Lake Creek Pump Station Emergency Chlorine Scrubber Project.](#)
- H.10 [2020-0187](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with MLA Geotechnical for construction material testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project.](#)

I. ORDINANCES:

- I.1 [2020-0188](#) [Consider an ordinance amending Chapter 44, Sections 44-149 and 44-151, Code of Ordinances \(2018 Edition\), regarding environmental services fees. \(First Reading\)*](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**K. EXECUTIVE SESSION:**

- K.1 [TMP-1683](#) [Consider Executive Session as authorized by §551.071 Government Code, related to consultation with City Attorney regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.](#)

L. ACTION RELATIVE TO EXECUTIVE SESSION:

- L.1 [TMP-1712](#) [Consider possible action relative to Executive Session regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.](#)

M. 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 2nd day of July 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a special presentation to Girl Scouts Troop 2500 for their donation of K-9 vests to the Round Rock Police Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-1709



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the June 25, 2020 and June 29, 2020 Regular and Special Called Emergency City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 062520 Draft Minutes, 062920 Draft Special Called Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1704



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, June 25, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID19.

Some City Council members were present in the chamber while others attended the meeting via videoconferencing. Members of the public were able to speak during citizen communication or a public hearing by attending the meeting in person in the City Council chambers or via Zoom videoconferencing.

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

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, June 25, 2020 in the City Council chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the session to order at 6:03 PM.

ROLL CALL

Present:	5 - Mayor Craig Morgan Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Hilda Montgomery
Absent:	2 - Mayor Pro-Tem Writ Baese Councilmember Will Peckham

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Brian Stoabs, 2121 N. May, Round Rock, spoke to Council regarding parking cars on the street in regards to Enterprise Rentacar.

Denise Gordon, 3856 Newland Ct., spoke to Council regarding the local chapter of Round Rock Democrats being able to enter the Fourth of July Parade.

Edgar Palacios, 7104 Bargallo Place, Round Rock, spoke to Council regarding reserving soccer fields.

CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion of the items. Item E.2 was removed from the Consent Agenda and considered separately.

A motion was made by Councilmember Montgomery, seconded by Councilmember Young, to approve the consent agenda. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

E.1 [TMP-1665](#) Consider approval of the minutes for the June 11, 2020 City Council meeting.

The Minutes were approved on the consent agenda.

E.3 [2020-0168](#) Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Advance Funding Agreement with the Texas Department of Transportation for the Railroad Crossing Quiet Zones Project.

This resolution was approved on the consent agenda.

PUBLIC HEARINGS:**F.1** [TMP-1663](#)

Consider public testimony regarding the proposed substantial amendment to the Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan adding Code Enforcement and COVID-19 Assistance as priority needs.

Joe Brehm, Community Development Administrator, made the staff presentation for items F.1 and G.1.

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

ITEMS REMOVED FROM CONSENT AGENDA:**E.2** [2020-0159](#)

Consider an ordinance amending the Code of Ordinances (2018 Edition), Chapter 42, Article II, Section 42-313 to prevent a vehicle rental business from storing vehicles on the street. (Second Reading)

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

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

Mayor Morgan continued with the regular order of the agenda.

RESOLUTIONS:**G.1** [2020-0169](#)

Consider a resolution approving a substantial amendment to the Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan adding Code Enforcement and COVID-19 Assistance as priority needs.

A motion was made by Councilmember Flores, seconded by Councilmember Montgomery, to approve the resolution. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

G.2 [2020-0161](#)

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

Stephanie Sandre, City Attorney 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: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

G.3 [2020-0162](#)

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

Robert Isbell, Fire Chief 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: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

G.4 [2020-0163](#)

Consider a resolution authorizing the Mayor to execute a Contract with Ritter, Botkin Prime Construction Company, Inc. for the Heritage Trail West Project.

David Buzzell, Assistant Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Montgomery, to approve the resolution. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
 Councilmember Peckham

G.5 [2020-0164](#)

Consider a resolution authorizing the Mayor to execute a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.488 acre tract of land from property owned by Hickerson Round Rock Land, LP, required for the proposed Gattis School Road Improvement Project.

Gary Hudder, Transportation Director made the staff

A motion was made by Councilmember Young, seconded by Councilmember Flores that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Gattis School Road Project: a 0.488- acre tract of land from property owned by Hickerson Round Rock Land, LP, as described in Exhibit A of the resolution. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
 Councilmember Peckham

G.6 [2020-0165](#)

Consider a resolution authorizing the Mayor to execute a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.044 acre tract of land from property owned by Bosshogg's Bonafide Properties, LLC, required for the proposed Gattis School Road Improvement Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Flores that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Gattis School Road Project: a 0.044-acre tract of land from property owned by Bosshogg's Bonafide Properties, LLC, as described in Exhibit A of the resolution. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

G.7 [2020-0166](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 5 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

G.8 [2020-0167](#)

Consider a resolution authorizing the Mayor to execute a contract with Chasco Constructors for the Kenney Fort Boulevard - Segment 4B 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: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

ORDINANCES:**H.1** [2020-0170](#)

Consider public testimony regarding, and an ordinance granting a partial exemption from ad valorem taxes for certain qualified historically significant properties. (First Reading)*

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

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

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

H.2 [2020-0171](#)

Consider an ordinance annexing 7.71 acres of land located southeast of the intersection of Louis Henna Boulevard and S. A.W. Grimes Boulevard (First Reading)*

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

A motion was made by Councilmember Young, seconded by Councilmember Montgomery, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

H.3 [2020-0172](#)

Consider public testimony regarding, and an ordinance zoning 7.71 acres of land located southeast of the intersection of Louis Henna Boulevard and S. A.W. Grimes Boulevard to the Planned Unit Development (PUD) No. 120 zoning district. (First Reading)*

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

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

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

H.4 [2020-0173](#)

Consider an ordinance annexing 8.4918 acres of land located at the northeast corner of Red Bud Lane and Doris Lane. (First Reading)*

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

A motion was made by Councilmember Young, seconded by Councilmember Montgomery, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

H.5 [2020-0174](#)

Consider public testimony regarding, and an ordinance zoning 7.9558 acres of land located at the northeast corner of Red Bud Lane and Doris Lane to the SR (Senior) zoning district. (First Reading)*

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

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

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

H.6 [2020-0175](#)

Consider public testimony regarding, and an ordinance adopting the Round Rock 2030 Comprehensive Plan and amending Zoning and Development Code, Chapter 1, Article I, Section 1-7, Code of Ordinances (2018 Edition), regarding the Round Rock Comprehensive Plan (First Reading)*

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

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

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the ordinance. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

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

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

APPOINTMENTS:**I.1** [TMP-1668](#)

Consider one appointment of a Voting Director to the Brushy Creek Regional Utility Authority to fill an expired term.

A motion was made by Mayor Morgan, seconded by Councilmember Young, to reappoint councilmember Rene Flores to the Brushy Creek Regional Utility Authority as a voting Director. The motion carried by the following vote:

Ayes: 5 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Montgomery

Nays: 0

Absent: 2 - Mayor Pro-Tem Baese
Councilmember Peckham

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:45 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Special Called Emergency Meeting

Monday, June 29, 2020

This notice of an Emergency Meeting was posted pursuant to Government Code §551.045. An emergency or an urgent public necessity exists because immediate action is required by the City Council to combat the spread of COVID-19 in the City, which is a world-wide pandemic.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held in person and by video conference in order to advance the public health goal of limiting faceto face meetings (also called "social distancing") to slow the spread of COVID19.

Some City Council members were present in the chamber while others attended the meeting via videoconferencing. Members of the public were able to speak during citizen communication by attending the meeting in person in the City Council chambers or via Zoom videoconferencing.

This meeting was able to be viewed live online at www.roundrocktexas.gov/tv, or on Spectrum Channel 10 and UVerse Channel 99. No registration is needed to simply watch the meeting.

CALL MEETING TO ORDER

The Round Rock City Council met in a Special Called Emergency Meeting on Monday, June 29, 2020 in the City Council Chambers located at 221 E. Main Street, Round Rock.

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

ORDINANCES:**D.1** [2020-0189](#)

Consider an Emergency Ordinance pursuant to Section 3.14 of the Round Rock Home Rule Charter declaring that a public health emergency exists, establishing requirements for commercial entities to post public notice, and requiring the wearing of face coverings in certain situations. (First Reading Only)(Second Reading Not Required)

A motion was made by Councilmember Young, seconded by Councilmember Montgomery, to adopt the Ordinance on first reading. No second reading was required 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

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 12:26 PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Paradigm Traffic Systems, Inc. for the purchase of Highway Safety and Traffic Controls Products.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$240,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2020-0185

This award recommendation is for the City of Round Rock - Transportation Department to establish a contract with Paradigm Traffic Systems, Inc. for highway safety and traffic controls products needed to support City operations - in accordance with the BuyBoard Contract No. 603-20.

This contract was established through a competitively solicited cooperative process.

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

Contract Term: Expires 3/31/2023

Contract Amount: Not to exceed \$240,000

Cost: \$240,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0185

WHEREAS, the City of Round Rock (“City”) desires to purchase highway safety and traffic controls products; and

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

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

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

WHEREAS, Paradigm Traffic Systems, Inc. is an approved vendor of Buy Board; and

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

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

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

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF HIGHWAY SAFETY
AND TRAFFIC CONTROLS PRODUCTS
WITH
PARADIGM TRAFFIC SYSTEMS, INC.**

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

This Agreement is for the purchase of highway safety and traffic controls products, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and PARADIGM TRAFFIC SYSTEMS, INC., whose offices are located at 2201 E. Division Street, Arlington, Texas 76011, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase highway safety and traffic controls products, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #603-20; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

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

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

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

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

E. **Vendor** means Paradigm Traffic Systems, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; TERM

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

B. This Agreement shall expire on March 31, 2023.

3.0 SCOPE OF WORK

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

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

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

4.0 COSTS

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

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

5.0 INVOICES

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

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

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

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

11.0 CITY'S REPRESENTATIVE

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

Gary Hudder
Transportation Department Director
3400 Sunrise Road
Round Rock, TX 78665
(512) 218-5560
ghudder@roundrocktexas.gov

12.0 DEFAULT

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

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

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

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

13.0 TERMINATION AND SUSPENSION

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

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

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

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

Notice to Vendor:

Paradigm Traffic Systems, Inc.
2201 E. Division Street
Arlington, Texas 76011

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

21.0 MISCELLANEOUS PROVISIONS

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

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


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

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

[Signatures on the following page.]

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

Paradigm Traffic Systems, Inc.

By: 
Printed Name: Matt Hendricks
Title: Estimator
Date Signed: 6/17/2020

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

**City of Round Rock, Texas
Price Sheet
Paradigm Traffic Systems, Inc.
BuyBoard Contract 603-20**

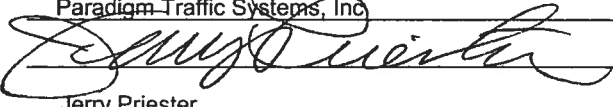
The City of Round Rock would like to enter into a contract with Paradigm Traffic Systems, Inc. per the terms of Buy Board Contract 603-20. The City intends to purchase from this contract Highway Safety and Traffic Control Products in an amount not to exceed \$245,000.

Contract Term: Effective from date of execution and will expire on 03/31/2023, per the terms of BuyBoard Contract No. 603-20.

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

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
Section III: Traffic Signal Supplies and Equipment					
1	Discount (%) Off Catalog/Pricelist for Traffic Signal Equipment	Please state the discount (%) off catalog/pricelist for Traffic Signal Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	PARADIGM	
2	Discount (%) Off Catalog/Pricelist for Traffic Signal Supplies	Please state the discount (%) off catalog/pricelist for Traffic Signal Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	N/A	
3	Discount (%) Off Catalog/Pricelist for All Other Traffic Signal Products	Please state the discount (%) off catalog/pricelist for All Other Traffic Signal Products. Catalog/Pricelist MUST be included or proposal will not be considered.	5 %	PELCO PARADIGM	
4	Discount (%) Off Catalog/Pricelist for Traffic Signal Repair Parts	Please state the discount (%) off catalog/pricelist for Traffic Signal Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	N/A	
5	Discount (%) Off Catalog/Pricelist for Traffic Signal Equipment and Products Maintenance/Warranty Agreements	Please state the discount (%) off catalog/pricelist for Traffic Signal Equipment and Products Maintenance/Warranty Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	N/A %	N/A	
Section IV: Installation and Repair Service					
Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
6	Not to Exceed Hourly Labor Rate for Installation/Repair of Public Safety Equipment and Products	Hourly Labor Rate for Installation/Repair of Public Safety Equipment and Products – State the Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.	\$ N/A /Hour	N/A	

Exhibit "A"

7	Not to Exceed Hourly Labor Rate for Installation/Repair of Traffic Signal Equipment and Products	Hourly Labor Rate for Traffic Signal Equipment and Products - State the Not to Exceed hourly labor rate for Traffic Signal Equipment and Products.	\$ <u>N/A</u> /Hour	N/A	
Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #603-20					
COMPANY NAME: <u>Paradigm Traffic Systems, Inc</u>					
REPRESENTATIVE: 					
PRINTED NAME: <u>Jerry Priester</u>					
PHONE NUMBER: <u>817-831-9406</u>					
EMAIL ADDRESS: <u>estimating@paradigmtraffic.com</u>					

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.

Paradigm Traffic Systems, Inc.
Arlington, TX United States

Certificate Number:
2020-633362

Date Filed:
06/17/2020

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

City of Round Rock

Date Acknowledged:

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

BuyBoard Contract 603-20
Public Safety, Fire House Supply, Equipment and Traffic Signals

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Shelly Anthony, and my date of birth is [REDACTED].

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

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

Executed in Tarrant County, State of Texas, on the 17th day of June, 20 20.
(month) (year)

Shelly Anthony
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the City of Round Rock Draft Community Development Block Grant (CDBG) 2020 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-1693

The Community Development Block Grant (CDBG) was developed in 1974 and works to ensure decent affordable housing and to provide services to the most vulnerable in our communities. To be eligible for CDBG funding, activities must meet one of the three national objectives: 1) Benefit low to moderate income persons 2) Prevent slum or blight 3) Meet an urgent need.

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an annual action plan in order to implement any federal programs that fund housing, community development and economic development within the community. The City of Round Rock 2020 Annual Action Plan covers the FY 2020 period from October 1, 2020-September 30, 2021. HUD has allocated \$675,500 in CDBG funds to the City of Round Rock for the 2020 program year action plan. In this CDBG 2020 Action Plan we are requesting public testimony and proposing to fund the following projects:

Public Services: \$101,325

Round Rock Area Serving Center Food Pantry \$25,000

Round Rock Area Serving Center Housing Assistance (Rent/Mortgage) \$25,000

CASA Abused and Neglected Children \$25,000

Opportunities for Williamson-Burnet Counties Meals on Wheels \$10,000

Sacred Heart Community Clinic Health Services \$16,325

Projects: \$439,075

Code Enforcement \$115,000

Minor Home Repair \$194,075

Bus Stops on Mays \$130,000

Program Administration: \$135,100

All requirements for public hearings have been satisfied during the development of the plan.

Public notice of this public hearing and a thirty day comment period for this plan was published in the Round Rock Leader on June 6, 2020.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution approving the proposed amendments to the Bylaws of the Round Rock Transportation and Economic Development Corporation (RRTED Corp).

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Bylaws_Redline Version

Department: City Clerk's Office

Text of Legislative File 2020-0177

This resolution will amend the current bylaws of the Round Rock Transportation and Economic Development Corporation (RRTED Corp). These proposed changes were first presented to the Council in January 2020, and are mostly clean up items. A redline of the bylaws showing all changes is attached as well as a clean version which is the exhibit to the resolution. The major changes are summarized below.

[Section 1.01]

Changing registered agent from City Manager to City Clerk

[Section 2.01]

Amending the appointment process and adding term limits to match all other city boards and commissions.

Changing the number of directors that are not employees, officers of the city or members of the City Council from 3 to 5.

[Section 2.03]

Clarifying the number of board members required to have an item placed on the agenda and the time frame for doing so.

Removing the requirement of an annual meeting on the second Thursday of each January.

[Section 2.05]

Clarifying that the City Manager will appoint a staff member to take minutes of all meetings and

not the Secretary of the Corporation (this is already done by the City Clerk).

[Section 3.02]

Removing the duty of the board President to appear before the City Council periodically to report on the status of activities of the Corporation (this is already done by staff on a quarterly basis).

[Section 3.09 and Section 4.02]

Corrections on titles in various parts of the bylaws. i.e. Correctly Finance Director to CFO and City Secretary to City Clerk

[Section 4.02]

Removing the requirement for the Finance Manager of the RRTED Corp to submit a report of all checks or drafts issued on behalf of the corporation.

[Section 4.03]

Deletion of this entire section regarding Ex-Officio Members.

[Section 4.05]

Changing requirement of public hearing notice to be posted on City's website versus publishing in the newspaper.

[Section 4.08]

Correcting the time frame for Comptroller reporting to match state law.

[Section 5.05]

Updating Code of Ordinance reference

RESOLUTION NO. R-2020-0177

WHEREAS, the City of Round Rock, Texas (the "City") has previously approved the Bylaws of the Round Rock Transportation and Economic Development Corporation ("RRTED Corp"); and

WHEREAS, the Bylaws of the RRTED Corp has been amended and presented for consideration to the City Council; and

WHEREAS, the City Council wishes to approve said amended Bylaws, Now Therefore

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

That the amended Bylaws, as set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, 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 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

BYLAWS OF THE ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I PURPOSE AND POWERS

SECTION 1.01 REGISTERED OFFICE AND REGISTERED AGENT.

The Round Rock Transportation and Economic Development Corporation (the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act, and state law. The Registered Agent for the Corporation shall be the City Clerk, provided that the Board of Directors (the "Board") from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

The registered office and mailing address of the Corporation is located at 221 East Main Street, Round Rock, Texas 78664. Said address shall also serve as the principal office of the Corporation and Board.

SECTION 1.02 PURPOSE.

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the Articles, the same to be accomplished on behalf of the City of Round Rock, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended, now codified as Local Government Code, Title 12, Subtitle C1, particularly Chapters 501 and 505 of the Local Government Code (collectively, the "Act"), and other applicable laws, to promote economic development within the City and the State of Texas in order to eliminate unemployment and the underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by expending Type B sales and use tax and to authorize projects as described in the Act, including the payment of maintenance and operating expenses associated with such authorized projects in accordance with the Act. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code 1986, as amended, and the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

SECTION 1.03 POWERS.

In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all of the power set forth and conferred in the Act, and in other applicable laws, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

SECTION 2.01 NUMBER AND TERM OF OFFICE.

- A. The property and affairs of the Corporation shall be managed and controlled by a Board and, subject to the restrictions imposed by law, by the Articles and these Bylaws, the Board shall exercise all of the powers of the Corporation.
- B. The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council. Appointments of directors shall be made by the City Council at the first regular meeting of the City Council in August. Each of the directors shall be a resident of the City for the last 12 months and be registered voters in the city of Round Rock.
- C. Four (4) members of the first Board shall serve terms of one (1) year and three (3) members shall serve terms of two (2) years. The respective terms of the initial directors shall be determined by the City Council. Thereafter, each successive member of the Board shall be appointed and serve for two (2) years and shall expire on August 31; provided, however that members shall continue to serve until their successors are appointed. Members shall not serve on the board for more than eight consecutive years. Three (3) directors shall be persons who are not employees, officers of the City or members of the City Council.
- D. Any director may be removed from office by the City Council at will. A vacancy of any director's position which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.

SECTION 2.02 VACANCIES AND RESIGNATIONS.

A vacancy in any position of director which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article II, Section 2.01. A vacancy in the office of President or vice President which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by appointment by the Mayor, from the remaining directors, with approval by the City Council, for the unexpired portion of the term of that office.

Any director may resign at any time. Such resignation shall be made in writing, addressed to the Mayor and the City Clerk, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the City Clerk.

SECTION 2.03 MEETINGS OF DIRECTORS.

For meetings of the Board or committees, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Any two members of the Board, , may have an item placed on the agenda by delivering the same in writing to the General Manager no less than 10 calendar days prior to the date of the Board meeting. Each agenda of a Board meeting shall contain an item, entitled "Citizens Communication", to allow public comment to be made by the general public concerning Board related matters. However, no debate, official or formal action, or vote may be taken on any comment made by citizens during Citizens Communication.

The Board shall hold regular and special meetings, in the corporate limits of the City, at such place or places as the Board may from time to time determine and in conformance with the Texas Open Meetings Act.

SECTION 2.04 QUORUM.

A quorum is a majority of the entire membership of the Board (being not less than four (4) members), and shall be present for the conduct of the official business of the Corporation. The Act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute the act of the Board of the Corporation, unless the act of a greater number is required by these Bylaws, policies/procedures of the Board, City Council resolution/ordinance, or state law.

SECTION 2.05 CONDUCT OF BUSINESS.

- A. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedures of the City Council shall be the rules of procedures for the Board.
- B. At all meetings of the Board, the President shall preside, and in the absence of the President, the vice President shall exercise the powers of the President.
- C. The City Manager shall appoint a City staff member to keep minutes of the transactions of the Board and committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 2.06 COMMITTEES OF THE BOARD.

An official committee of the Board shall consist of two (2) or more directors. It is provided, however, that all final official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 2.07 COMPENSATION OF DIRECTORS.

The directors, including the President, vice President, and Secretary shall not receive any salary or compensation for their services. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement.

ARTICLE III OFFICERS

SECTION 3.01 TITLES AND TERM OF OFFICE.

The President, Vice President, and Secretary shall be appointed from the Board, by the Mayor, and approved by the City Council, and shall serve a term of one (1) year. The respective terms of the initial President, Vice President, and Secretary shall be determined by the City Council. The President and Vice President shall continue to serve until their successors are appointed as provided in Article II, Section 2.01.

SECTION 3.02 POWERS AND DUTIES OF THE PRESIDENT.

The President shall be the chief executive officer of the Corporation, and shall, subject to the authority of the Board and paramount authority and approval of the City Council, preside at all meetings of the Board, and absent any different designation by a majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, and notes in the name of the Corporation. In addition, the President shall:

- A. Call both regular and special meetings of the Board and establish the agenda for such;
- B. Have the right to vote on all matters coming before the Board;
- C. Have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board;
- D. Perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board, subject to approval by the City Council;
- E. Appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Corporation.

SECTION 3.03 POWERS AND DUTIES OF THE VICE PRESIDENT.

The Vice President shall exercise the powers of the President during that officer's absence or inability to act. The Vice President shall also perform other duties as from time to time may be assigned by the President or the Board.

SECTION 3.04 POWERS AND DUTIES OF THE SECRETARY.

The Secretary, with the assistance of a City staff person designated by the City Manager, shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, and shall give and serve all notices, shall sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds,

assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

SECTION 3.05 ATTENDANCE.

Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant.

In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall also be considered vacant.

SECTION 3.06 CONFLICT OF INTEREST.

In the event that a director is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.

Any director shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director. In which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Board is cause for dismissal from the Board by action of the City Council.

SECTION 3.07 IMPLIED DUTIES.

The Corporation is authorized to do that which the Board deems desirable, subject to City Council approval, to accomplish any of the purposes or duties set out or alluded to in the Articles, these Bylaws, and in accordance with state law.

SECTION 3.08 BOARD'S RELATIONSHIP WITH THE CITY.

In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.09 of these Bylaws.

SECTION 3.09 CONTRACTS FOR SERVICES.

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City Council for the services provided by the general manager, finance manager, clerk, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Public Works Department, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid city staff shall be solely by a contract approved by the City Council.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

SECTION 4.01 GENERAL MANAGER.

The City Manager of the City of Round Rock, Texas, shall be the general manager of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/ oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.09 of these Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

SECTION 4.02 FINANCE MANAGER.

The City's CFO shall serve as the Financial Manager for the Corporation. The Finance Manager shall have the responsibility for the Corporation's daily administration and to see to the handling, custody, and security of all funds and securities of the Corporation. When necessary or proper, the Finance Manager shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by

resolution. The Finance Manager shall be an employee of the City. The Finance Manager shall provide a periodic financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

SECTION 4.03 EX-OFFICIO MEMBERS.

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[Section Deleted]

SECTION 4.04 PARTICIPATION IN BOARD MEETINGS.

The General Manager, Finance Manager, and Mayor (or their respective designees), shall have the right to take part in any discussion of the Board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

SECTION 4.05 DUTIES OF THE BOARD.

The Board shall develop a combined Transportation Capital Improvement Program, ("the TCIP"), including maintenance and operation costs thereof, for the City which shall include and set forth short- and long-term goals. Such plan shall be approved by the City Council. The TCIP developed by the Board shall be one that incorporates the Capital Improvement Plans of the City Public Works Department. The Board shall conduct a public hearing concerning both the adoption and required annual updates to the TCIP. A public hearing notice shall be posted on the City's website at least seventy-two (72) hours prior to the scheduled public hearing.

The Board shall review and update the TCIP once a year to ensure the plan is up to date with current community needs and is capable of meeting Round Rock's transportation systems needs. The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for transportation systems where such expenditures will have a benefit to the citizens of Round Rock.

In addition to reviewing and approving the TCIP, the Board may consider and authorize projects, as defined in the Act, which promote economic development within the City, to promote new or expanded business enterprises that create or retain primary jobs.

The Board shall make an annual report to the City Council including, but not limited to, the following:

- A. A review of the accomplishments of the Board in the area of transportation systems improvement;

- B. A review of the accomplishments of the Board in the area of other authorized projects that promote economic development within the City by promoting new or expanded business enterprises that create or retain primary jobs; and
- C. The activities of the Board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to transportation systems improvement and/or other authorized projects that promote economic development within the City.

The annual required report shall be made to the City Council no later than March 1st of each year.

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board.

SECTION 4.06 COMPONENTS OF THE TCIP.

The Board shall submit to the City Council for its approval, the TCIP which shall include proposed methods and the expected costs of implementation, and cost of operations and maintenance of the projects. The plan shall include both short- and long-term goals for the transportation systems development of the City.

SECTION 4.07 ANNUAL CORPORATE BUDGET.

At least sixty (60) days prior to October 1st, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the corporation shall commence on October 1st of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

SECTION 4.08 FINANCIAL BOOKS, RECORDS, AUDITS.

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The Board shall, annually on the date required, submit to the comptroller a financial report in the form required by the comptroller, as required by Section 4C of the Act.

The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

SECTION 4.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing this Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council after review and comment by the City's bond counsel and financial advisor.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of the Finance Manager and the Secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.09, of these Bylaws.

SECTION 4.10 EXPENDITURES OF CORPORATE MONEY.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- A. Before expending funds to undertake a project, the Corporation shall hold at least one public hearing on the proposed project. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.
- B. Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.
- C. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

SECTION 4.11 CONTRACTS.

As provided herein, the President and Secretary shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01 SEAL.

The Board may obtain a corporate seal which shall bear the words "Corporate Seal of the Round Rock Transportation and Economic Development Corporation" and the Board may thereafter use the corporate seal and corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

SECTION 5.02 APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL.

To the extent that these Bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice or consent by the City Council, such action, approval, advice or consent shall be evidenced by a motion, resolution or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 5.03 INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the

Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

SECTION 5.04 GIFTS.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Corporation.

SECTION 5.05 CODE OF ETHICS.

Each director, including the President, Vice President, Secretary and other officers, employees, and agents shall abide by and be subject to Chapter 2, Article III, Division 3. Standards of Conduct and Financial Disclosure, Code of Ordinances, 2018 Edition, with the exception of Section 2-120 of the ordinance.

SECTION 5.06 AMENDMENTS TO BYLAWS.

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of four (4) of the authorized directors serving on the Board, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council and, thereafter, duly noted to the Board.

CERTIFICATE OF SECRETARY

I, Jon Sloan, hereby certify that the foregoing Bylaws of the Round Rock Transportation and Economic Development Corporation constitutes a true and correct copy of the bylaws of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation this 9th day of July, 2020.

ROUND ROCK TRANSPORTATION AND ECONOMIC
DEVELOPMENT CORPORATION

By:  s--

Jon Sloan, Secretary Round Rock Transportation and
Economic Development Corporation

BYLAWS OF THE
ROUND ROCK TRANSPORTATION AND ECONOMIC
DEVELOPMENT CORPORATION

ARTICLE I
PURPOSE AND POWERS

SECTION 1.01 REGISTERED OFFICE AND REGISTERED AGENT.

The Round Rock Transportation and Economic Development Corporation (the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act, and state law. The Registered Agent for the Corporation shall be the ~~City Manager~~City Clerk, provided that the Board of Directors (the "Board") from time to time, may change the registered agent and/or the address of the registered office, in accordance with state law and subject to City Council approval, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation (the "Articles").

The registered office and mailing address of the Corporation is located at 221 East Main Street, Round Rock, Texas 78664. Said address shall also serve as the principal office of the Corporation and Board.

SECTION 1.02 PURPOSE.

The Corporation is incorporated as a non-profit corporation for the purposes set forth in the Articles, the same to be accomplished on behalf of the City of Round Rock, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B Tex. Rev. Civ. Stat., Ann., as amended, now codified as Local Government Code, Title 12, Subtitle C1, particularly Chapters 501 and 505 of the Local Government Code (collectively, the "Act"), and other applicable laws, to promote economic development within the City and the State of Texas in order to eliminate unemployment and the underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by expending Type B sales and use tax and to authorize projects as described in the Act, including the payment of maintenance and operating expenses associated with such authorized projects in accordance with the Act. The Corporation shall be a non-profit corporation as defined by the Internal Revenue Code 1986, as amended, and the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

SECTION 1.03 POWERS.

In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act, and shall have all of the power set forth and conferred in the Act, and in other applicable laws, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II
BOARD OF DIRECTORS

SECTION 2.01 NUMBER AND TERM OF OFFICE.

- A. The property and affairs of the Corporation shall be managed and controlled by a Board and, subject to the restrictions imposed by law, by the Articles and these Bylaws, the Board shall exercise all of the powers of the Corporation.
- B. The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council. Appointments of directors shall be made by the City Council at the first regular meeting of the City Council in August. Each of the directors shall be a resident of the City for the last 12 months and be registered voters in the city of Round Rock.
- C. Four (4) members of the first Board shall serve terms of one (1) year and three (3) members shall serve terms of two (2) years. The respective terms ~~of the initial directors~~ shall be determined by the City Council. Thereafter, each successive member of the Board shall be appointed and serve for two (2) years ~~or until a successor is appointed as hereinafter provided~~ and shall expire on August 31; provided, however that members shall continue to serve until their successors are appointed. Members shall not serve on the board for more than eight consecutive years. Three (3) directors shall be persons who are not employees, officers ~~of the City or members of the City Council.~~
- D. Any director may be removed from office by the City Council at will. A vacancy of any director's position which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.

SECTION 2.02 VACANCIES AND RESIGNATIONS.

A vacancy in any position of director which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled as prescribed in Article II, Section 2.01. A vacancy in the office of President or vice President which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by appointment by the Mayor, from the remaining directors, with approval by the City Council, for the unexpired portion of the term of that office.

Any director may resign at any time. Such resignation shall be made in writing, addressed to the Mayor and the City Clerk, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the City Clerk.

SECTION 2.03 MEETINGS OF DIRECTORS.

For meetings of the Board or committees, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Any two members of the Board, ~~officers of the Corporation or Mayor,~~ may have an item placed on the ~~agenda~~ by delivering the same in writing to the ~~Secretary of the Board~~ General Manager no less than ~~three (3) calendar~~ 10 calendar days prior to the date of the Board meeting. Each agenda ~~of a Board meeting~~ shall contain an item, entitled "Citizens Communication", to allow public comment to be made by the general public concerning Board related matters. However, no debate, official or formal action,

or vote may be taken on any comment made by citizens during Citizens ~~Forum~~ Communication.

~~The annual meeting of the Board shall be on the second Thursday of January of each year, at 5:30p.m.~~
The Board shall hold regular and special meetings, in the corporate limits of the City, at such place or places as the Board may from time to time determine and in conformance with the Texas Open Meetings Act.

SECTION 2.04 QUORUM.

A quorum is a majority of the entire membership of the Board (being not less than four (4) members), and shall be present for the conduct of the official business of the Corporation. The Act of four (4) or more directors at a meeting at which a quorum is in attendance shall constitute the act of the Board of the Corporation, unless the act of a greater number is required by these Bylaws, policies/procedures of the Board, City Council resolution/ordinance, or state law.

SECTION 2.05 CONDUCT OF BUSINESS.

- A. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time prescribed by the Board. Unless otherwise adopted by the Board, the rules of procedures of the City Council shall be the rules of procedures for the Board.
- B. At all meetings of the Board, the President shall preside, and in the absence of the President, the vice President shall exercise the powers of the President.
- C. ~~The Secretary of the Corporation shall act as Secretary of all meetings of the Corporation, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall~~ The City Manager shall appoint a City staff member to keep minutes of the transactions of the Board and committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 2.06 COMMITTEES OF THE BOARD.

An official committee of the Board shall consist of two (2) or more directors. It is provided, however, that all final official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

SECTION 2.07 COMPENSATION OF DIRECTORS.

The directors, including the President, vice President, and Secretary shall not receive any salary or compensation for their services. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement.

ARTICLE III OFFICERS

SECTION 3.01 TITLES AND TERM OF OFFICE.

The President, Vice President, and Secretary shall be appointed from the Board, by the Mayor, and approved by the City Council, and shall serve a term of one (1) year. The respective terms of the initial President, Vice President, and Secretary shall be determined by the City Council. The President and Vice President shall continue to serve until their successors are appointed as provided in Article II, Section 2.01.

SECTION 3.02 POWERS AND DUTIES OF THE PRESIDENT.

The President shall be the chief executive officer of the Corporation, and shall, subject to the authority of the Board and paramount authority and approval of the City Council, preside at all meetings of the Board, and absent any different designation by a majority of the Board, shall sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, and notes in the name of the Corporation. In addition, the President shall:

- A. Call both regular and special meetings of the Board and establish the agenda for such;
- B. Have the right to vote on all matters coming before the Board;
- C. Have the authority to appoint standing or study committees to aid and assist the Board in its business undertaking or other matters incidental to the operation and functions of the Board;
- D. Perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board, subject to approval by the City Council;
- ~~E. Appear before the City Council on a periodic basis to give a report on the status of activities of the Corporation; and~~
- ~~F.E.~~ Appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Corporation.

SECTION 3.03 POWERS AND DUTIES OF THE VICE PRESIDENT.

The Vice President shall exercise the powers of the President during that officer's absence or inability to act. The Vice President shall also perform other duties as from time to time may be assigned by the President or the Board.

SECTION 3.04 POWERS AND DUTIES OF THE SECRETARY.

The Secretary, with the assistance of a City staff person designated by the City Manager, shall keep the minutes of all meetings of the Board and committees in books provided for that purpose, and shall give and serve all notices, shall sign with the President in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds,

assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

SECTION 3.05 ATTENDANCE.

Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant.

In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall also be considered vacant.

SECTION 3.06 CONFLICT OF INTEREST.

In the event that a director is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Board, the director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof.

Any director shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director. In which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Board is cause for dismissal from the Board by action of the City Council.

SECTION 3.07 IMPLIED DUTIES.

The Corporation is authorized to do that which the Board deems desirable, subject to City Council approval, to accomplish any of the purposes or duties set out or alluded to in the Articles, these Bylaws, and in accordance with state law.

SECTION 3.08 BOARD'S RELATIONSHIP WITH THE CITY.

In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Articles, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when ~~he~~ he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in Article III, Section 3.09 of these Bylaws.

SECTION 3.09 CONTRACTS FOR SERVICES.

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City Council for the services provided by the general manager, finance manager, ~~Secretary~~clerk, and other City services/functions and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Public Works Department, and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid city staff shall be solely by a contract approved by the City Council.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

SECTION 4.01 GENERAL MANAGER.

The City Manager of the City of Round Rock, Texas, shall be the general manager of the Corporation and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/ oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The General Manager shall employ such full or part-time employees as are needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 3.09 of these Bylaws. The General Manager shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

SECTION 4.02 FINANCE MANAGER.

The City's ~~Director of Finance~~CFO shall serve as the Financial Manager for the Corporation. The Finance Manager shall have the responsibility for the Corporation's daily administration and to see to the handling, custody, and security of all funds and securities of the Corporation. When necessary or proper, the Finance Manager shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The Finance Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The Finance Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council

shall require, by resolution. The Finance Manager shall be an employee of the City. ~~The Finance Manager shall periodically submit a report to the Board, in sufficient detail, of all checks or drafts issued on behalf of the Corporation for the previous month.~~ The Finance Manager shall provide a periodic financial report to the City Council concerning activities of the Corporation in a format consistent with other financial reports of the City.

SECTION 4.03 EX-OFFICIO MEMBERS.

~~The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings. Ex-Officio members shall serve a term of one year.~~

~~Ex-Officio members shall be required to take an Oath of Office and abide by, and be subject to, the City Code of Ethics.~~

[Section Deleted]

SECTION 4.04 PARTICIPATION IN BOARD MEETINGS.

The General Manager, Finance Manager, and Mayor (or their respective designees), shall have the right to take part in any discussion of the Board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

SECTION 4.05 DUTIES OF THE BOARD.

The Board shall develop a combined Transportation Capital Improvement Program, ("the TCIP"), including maintenance and operation costs thereof, for the City which shall include and set forth short- and long-term goals. Such plan shall be approved by the City Council. The TCIP developed by the Board shall be one that incorporates the Capital Improvement Plans of the City Public Works Department. The Board shall conduct a public hearing concerning both the adoption and required annual updates to the TCIP. A legal-public hearing notice shall ~~be advertised as determined by the Board,~~ be posted on the City's website at least seventy-two (72) hours prior to the scheduled public hearing.

The Board shall review and update the TCIP once a year to ensure the plan is up to date with current community needs and is capable of meeting Round Rock's transportation systems needs. The Board shall expend, in accordance with State law and subject to City Council approval, the funds received by it for transportation systems where such expenditures will have a benefit to the citizens of Round Rock.

In addition to reviewing and approving the TCIP, the Board may consider and authorize projects, as defined in the Act, which promote economic development within the City, to promote new or expanded business enterprises that create or retain primary jobs.

The Board shall make an annual report to the City Council including, but not limited to, the following:

- A. A review of the accomplishments of the Board in the area of transportation systems improvement;

- B. A review of the accomplishments of the Board in the area of other authorized projects that promote economic development within the City by promoting new or expanded business enterprises that create or retain primary jobs; and
- C. The activities of the Board for the budget year addressed in the annual report, together with any proposed change in the activity as it may relate to transportation systems improvement and/or other authorized projects that promote economic development within the City.

The annual required report shall be made to the City Council no later than March 1st of each year.

The Board shall be accountable to the City Council for all activities undertaken by it or on its behalf, and shall report on all activities of the Board, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Board.

SECTION 4.06 COMPONENTS OF THE TCIP.

The Board shall submit to the City Council for its approval, the TCIP which shall include proposed methods and the expected costs of implementation, and cost of operations and maintenance of the projects. The plan shall include both short- and long-term goals for the transportation systems development of the City.

SECTION 4.07 ANNUAL CORPORATE BUDGET.

At least sixty (60) days prior to October 1st, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The fiscal year of the corporation shall commence on October 1st of each year and end on September 30. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be required by the City Council for its approval and adoption. The budget shall be considered adopted upon formal approval by the City Council.

SECTION 4.08 FINANCIAL BOOKS, RECORDS, AUDITS.

The Finance Manager shall keep and properly maintain, in accordance with generally accepted accounting principles, complete financial books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

The City shall cause the Corporation's financial books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City Council. Such audit shall be at the expense of the Corporation.

The Board shall, ~~no later than February 1st of each year~~ **annually on the date required**, submit to the comptroller a financial report in the form required by the comptroller, as required by Section 4C of the Act.

The City shall, at all times, have access to the books and records of the Corporation. The Corporation shall be subject to the Public Information Act (Chapter 552, Government Code).

SECTION 4.09 DEBT, DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

All proceeds from the issuance of bonds, notes or other debt instruments (the "Bonds") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance and handled in accordance with the statute governing this Corporation, but no bonds shall be issued, including refunding bonds, by the Corporation without the approval of the City Council after review and comment by the City's bond counsel and financial advisor.

All monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, as authorized by the City Investment Policy. The Finance Manager shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of the Finance Manager and the Secretary. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City. The Corporation shall pay reasonable compensation for such services as prescribed in Article III, Section 3.09, of these Bylaws.

SECTION 4.10 EXPENDITURES OF CORPORATE MONEY.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds derived from the sale of bonds, and other proceeds may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- A. Before expending funds to undertake a project, the Corporation shall hold at least one public hearing on the proposed project. Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.
- B. Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.
- C. All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

SECTION 4.11 CONTRACTS.

As provided herein, the President and Secretary shall enter into any contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however, that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.01 SEAL.

The Board may obtain a corporate seal which shall bear the words "Corporate Seal of the Round Rock Transportation and Economic Development Corporation" and the Board may thereafter use the corporate seal and corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

SECTION 5.02 APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL.

To the extent that these Bylaws refer to any action, approval, advice, or consent by the City or refer to action, approval, advice or consent by the City Council, such action, approval, advice or consent shall be evidenced by a motion, resolution or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 5.03 INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of these Bylaws and the Corporation to require the Corporation to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability.

The Corporation must purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the

Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

SECTION 5.04 GIFTS.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Corporation.

SECTION 5.05 CODE OF ETHICS.

Each director, including the President, Vice President, Secretary and other officers, employees, and agents shall abide by and be subject to Chapter 2, Article III, Division 3. Standards of Conduct and Financial Disclosure, Code of Ordinances, ~~2010-2018~~ Edition, with the exception of Section 2-120 of the ordinance.

SECTION 5.06 AMENDMENTS TO BYLAWS.

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of four (4) of the authorized directors serving on the Board, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council and, thereafter, duly noted to the Board.

CERTIFICATE OF SECRETARY

I, ~~Mike Robinson~~ Jon Sloan, hereby certify that the foregoing Bylaws of the Round Rock Transportation and Economic Development Corporation constitutes a true and correct copy of the bylaws of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation this ~~12th day of January, 2012~~ 9th day of July, 2020.

ROUND ROCK TRANSPORTATION AND ECONOMIC
DEVELOPMENT CORPORATION

By:  s--

~~Mike Robinson~~, Secretary Jon Sloan, Secretary
Round Rock Transportation and Economic
Development Corporation



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Presidio Networked Solutions Group, LLC for the purchase of hardware, networking equipment, servers and data storage solutions.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Heath Douglas, CIO

Cost: \$3,000,000.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A, Form 1295

Department: Information Technology

Text of Legislative File 2020-0178

This is a 3 year agreement with Presidio Networked Solutions Group, LLC for the purchase of network hardware and yearly maintenance fees. This is a companion or supplemental agreement to DIR contract No. DIR-TSO-4167 and covers purchases from Presidio or any of Presidio's channel partners or authorized resellers. It authorizes the City to pay Presidio or its authorized resellers an amount not-to-exceed \$1,000,000.00 yearly for a total not-to-exceed amount of \$3,000,000.00 for the 3 year term of the agreement.

The agreement will expire alongside the DIR contract that it supplements on July 3rd, 2023 and covers the estimated costs of the IT Departments annual network and voice-over-ip phone system equipment refresh programs. It also covers the yearly maintenance and warranty on all equipment in both of the City's datacenters, the citywide fiber network and our public wireless network, RRTX-WiFi.

Cost: *\$1,000,000 per year for a total not-to-exceed \$3,000,000 through July 3, 2023.*
Source of Funds: *General Fund and Utility Funds*

RESOLUTION NO. R-2020-0178

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

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

WHEREAS, Presidio Networked Solutions Group, LLC is an approved vendor of the DIR, and

WHEREAS, the City wishes to purchase certain goods and related services from Presidio Networked Solutions Group, LLC through DIR Contract #DIR-TSO-4167, 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 Branded Hardware, Networking Equipment, Servers, and Data Storage Solutions with Presidio Networked Solutions Group, LLC, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

“A”

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF BRANDED HARDWARE, NETWORKING EQUIPMENT,
SERVERS, AND DATA STORAGE SOLUTIONS
WITH
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC**

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

THAT THIS AGREEMENT for the purchase of branded hardware, networking equipment, servers, and data storage solutions, 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 **PRESIDIO NETWORKED SOLUTIONS GROUP LLC**, whose offices are located at 12100 Sunset Hills Road, Suite 300, Reston, Virginia 20190 (referred to herein as “Vendor”).

RECITALS:

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

WHEREAS, City desires to purchase said services from Vendor through DIR Contract #DIR-TSO-4167; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

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

and services.

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

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

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

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

F. **Vendor** means Presidio Networked Solutions Group LLC, its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

B. This Agreement shall terminate July 3, 2023.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 ITEMS

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

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

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

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Three Million and No/100 Dollars (\$3,000,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1

of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

Heath Douglas
Chief Information Officer
221 East Main Street
Round Rock, Texas 78664
(512) 218-5508
hdouglas@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Presidio Networked Solutions Group LLC
12100 Sunset Hills Road, Suite 300
Reston, VA 20190

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Presidio Networked Solutions LLC

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

Exhibit "A"

City of Round Rock, Texas Price Sheet Cisco Systems, Inc. DIR Contract No. DIR-TSO-4167

The City of Round Rock would like to enter into a contract with Presidio Networked Solutions Group, LLC per the terms of Cisco Systems, Inc. on DIR Contract No. DIR-TSO-4167. The City intends to purchase from this contract branded hardware, networking equipment, servers, data storage solutions, and related services in an amount not to exceed \$3,000,000 over the duration of the contract.

Contract Term: Effective from date of execution and will expire on 07/03/2023, per the terms of DIR Contract No. DIR-TSO-4167.

Special Instructions: Complete pricing below.

Product Category	Manufacturer Part Number	MSRP Cost	Each Per Unit	DIR Customer Discount % from MSRP	DIR Customer Price
Cisco Core & Compute	Cisco Core & Compute Products (Hardware & Software) including but not limited to, Networking, Wireless and Mobility, Security, Collaboration, Data Center, Analytics, Video, Internet of Things, Meraki, etc. on Cisco's then-current U.S. Global Pricelist under the Core & Compute Categories.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	36%	Customer price will be a minimum of 36.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Market	Cisco Market Products including but not limited to, Cloud Analytics, Cloud Applications and Services, Automated Infrastructure, Cloud Security, Collaboration Tools, etc. on Cisco's then-current U.S. Global Pricelist under the Market Category.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	10%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Net	Cisco Net Products including but not limited to, custom, limited or restricted offers on Cisco's then-current U.S. Global Pricelist under the Net Category.	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	0%	Customer price will be 0.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
VALUE-ADDED AND RELATED SERVICES					
Cisco Smart Net Total Care Service	Cisco is providing its standard warranty term for all new hardware and software purchased under the contract. Customers may purchase Cisco Smart Net Total Care Service for an increased level of maintenance support which provides: 1) Global 24 hr/365 day access to experts in the Cisco Technical Assistance Center (TAC); 2) Self-help support through online communities, resources, and tools; 3) Hardware replacement options, including 2-hour, 4-hour and next business day; and 4) Operating System (OS) software updates. Below is pricing for a 1, 3, and 5 year term of service.				
Smart Net Total Care for Government (1 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Government (3 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	17.00%	Customer price will be a minimum of 17.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Government (5 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	21.00%	Customer price will be a minimum of 21.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (1 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	25.00%	Customer price will be a minimum of 25.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (3 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	28.00%	Customer price will be a minimum of 28.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Smart Net Total Care for Education (5 year term)	Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	30.00%	Customer price will be a minimum of 30.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Technical and Maintenance Services					

Exhibit "A"

Other Cisco Technical and Maintenance Services **	All other maintenance support offers not under Smart Net Total Care Service, including Support Services for on-premise Software	See Table 1 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Cisco Services (formerly known as Advanced Services) **	Services includes, but not limited to, Survey/Design, Implementation, Optimization, Remote, Managed, Technical, Advisory, Network Architectural Design, Statements of Work (SOWs), Combined Services, and other Deployment or Advisory Services	See Table 1 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's Global Pricelist
Cisco Reseller/Partner Services (Limited) **	Limited Partner Services, subject to Cisco's written approval, that enable the implementation and/or technical support of Cisco Offers/Solutions	See Table 2 below and posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Training	Various Training Courses Available Related to Cisco Offers/Solutions	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	0.00%	Customer price will be 0.0% less the then-current List Price as published on Cisco's U.S. Global Pricelist
Support	See above under Smart Net Total Care Service & Other Technical and Maintenance Services	See posted Pricelist at Cisco's TX DIR Contract webpage	US GPL *	10.00%	Customer price will be a minimum of 10.00% less the then-current List Price as published on Cisco's U.S. Global Pricelist

Cisco Services

Service	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Maintenance Services	\$600.00	\$525.00
Deployment Services	\$743.17	\$661.17
Advisory Services	\$743.18	\$661.18
Architectural Design Services	\$743.19	\$661.19
Statement of Work Services	\$743.20	\$661.20
Training Deployment Services	\$600.00	\$525.00

*The hourly labor rates provided are not to exceed (NTE) rates. Cisco will use the NTE rates to calculate a cost to deliver a statement of work (SOW). Cisco will use the NTE rates, required level of effort needed to produce the client approved deliverables, and skill set to determine the price of the SOW. For each customized SOW, Cisco will provide a fixed cost for the agreed upon deliverables. Any travel costs that are incurred for the specific SOW will be billed for separately. Individual hours, or blocks of hours may not be purchased separately. Because the SOW is offered at a fixed price, Cisco does not keep time cards.

Partner Services

Service	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Partner Services	\$600.00	\$525.00

NOTE: Limited Partner Services for Basic Install and Config include the following:
 Certified and Technical Project Management
 Staging & Implementation Engineering
 Site Survey, High Level Design Review
 Global Implementation Capability
 Configuration Development
 Knowledge Transfer
 Acceptance Testing

*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly

**Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly

Information Only: The City of Round Rock reserves the right to order other products from Presidio Networked Solutions Group LLC per the discounts quoted in the DIR Contract No. DIR-TSO-4167.

Company Name: Presidio Networked Solutions Group LLC
 DIR Contract No. DIR-TSO-4167

Signature of Authorized Representative:

Geoff Reilert
 Geoff Reilert (June 5, 2020 10:23 CDT)

Printed Name:

Geoff Reilert

Phone Number

512-795-7128

Email Address:

greilert@presidio.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Presidio Network Solutions
Austin, TX United States

Certificate Number:
2020-634103

Date Filed:
06/18/2020

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.

Presidio
Technology Procurement

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 Geoff Reilert, and my date of birth is [REDACTED].

My address is 10415 Morado Circle Austin TX 78759 US
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 18 day of June, 2020.
(month) (year)

Geoff Reilert

Geoff Reilert (Jun 18, 2020 15:48 CDT)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Faith Culture Church, Inc. for the purchase of portions of the Heritage Center subdivision required for the Heritage Trail East project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$1,150,000.00

Indexes: 2017 General Obligation Bonds

Attachments: Resolution, Exhibit A, Map

Department: Parks and Recreation Department

Text of Legislative File 2020-0179

The proposed purchase price of \$1,150,000.00 was negotiated with the landowners after consideration of independent appraisal values from both city and property owner, and has been recommended for approval by the PARD Director. The purchase contract includes provisions for up to a 2 year leaseback to the current church owner at a rental rate of \$1,500/month, and also requires a replat submission and approval of the subject property and portions of the adjacent property as a condition to closing of the transaction. The property conveyed to the city will be used for Heritage Trail East facilities, trail head and/or supporting parkland space.

Cost: \$1,150,000.00

Source of Funds: 2017 General Obligation Bonds

RESOLUTION NO. R-2020-0179

WHEREAS, the City of Round Rock (“City”) desires to purchase portions of the Heritage Center subdivision; and

WHEREAS, Faith Culture Church, Inc., the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

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

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Heritage Tail East

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FAITH CULTURE CHURCH, INC., a Texas non-profit corporation (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Tract 1: A portion of Lot 10, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, estimated to be approximately 3.31 acres in size, and being all of the portion of Lot 10 located to the south of the northern boundary of the platted 100 year flood plain, drainage easement, and public utility easement crossing the property, and as further described on Exhibit "A" attached hereto and incorporated herein ("City Lot"). The final size of the portion of Lot 10 conveyed to Purchaser shall be determined by a boundary survey to be completed prior to closing at the expense of Purchaser;

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("Encroachment Easement");

Tract 3: Easement estate for the purpose of ingress and egress for the benefit of the City Lot, located across a portion of Lot 10, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, and following and containing the alignment of the approximately twelve foot wide paved driveway facility across Lot 10 which is located to the north of the proposed City Lot, and as further described on Exhibit "A" attached hereto and incorporated herein ("City Access Easement"). The final size and

location of the City Access Easement shall be determined by a boundary survey to be completed prior to Closing at the expense of Purchaser;

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION ONE HUNDRED FIFTYTHOUSAND and 00/100 Dollars (\$1,150,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Heritage Center Replat. Seller shall provide Purchaser will all reasonably requested assistance, including specifically execution of submission documents as the owner of the Property, which are required for obtaining City of Round Rock approval (but not recording) of a replat of Lots 9 and 10 of Heritage Center in order to create revised lots in the configuration as shown on Exhibit "A". The replat shall also contain and identify the City Access Easement on the Lot to be retained by Seller.

Seller and Purchaser acknowledge that the replat of Heritage Center Lots 9 and 10 as shown on Exhibit "A" will require the participation of the adjacent property owner of Lot 9, who is not a party to this Contract. Seller and Purchaser shall use all best efforts to obtain the assistance of the owner of Lot 9 in completing the replat requirements as set out herein. All applications and efforts required for replat, or description of the underlying property conveyances necessary to unify the ownership required to create the replat, shall be undertaken at the direction and expense of Purchaser, including specifically the survey of any portion(s) of Lot 9.

Additionally, Purchaser shall specifically complete and be responsible for (1) any flood study analysis and documents required by the City of Round Rock for completion of the proposed replat as set out herein, and (2) a tree survey on any portion of the proposed reconfigured Lot 10, including specifically any portion of Lot 9 to be acquired from the adjacent property owner, which is ultimately to be owned by Seller as part of the proposed plat reconfiguration as shown in

Exhibit "A". Any parking, building or other improvement feasibility studies and costs for any proposed improvements upon the proposed reconfigured Lot 10 to be owned by Seller shall be at the sole cost of Seller, and are specifically excluded from Purchaser's obligations or responsibility herein.

The satisfaction of this replat approval requirement shall specifically be a condition precedent to the Closing of this transaction. The approved plat as described herein shall be held in escrow by the Title Company until the time of property transfer Closing and disbursement of funds for all transactions required in order to create the reconfiguration as shown on Exhibit "A", specifically including any transfers by or with the owner of Heritage Center Lot 9. The approved replat document shall then be recorded by the Title Company immediately upon completion of the recording of any documents and property ownership conveyances which are required to create the underlying ownership necessary to complete the new lot configurations as shown in Exhibit "A".

2.04. Leaseback. At Closing the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of \$1,500/month, and for an initial term which shall not exceed twenty-four (24) months, the form and additional terms of which Leaseback Agreement is shown in Exhibit "C" attached hereto and incorporated herein.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before August 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 15 days after the completion of the Heritage Center Replat requirement as set out in Section 2.03 above, or completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the City Lot and conveyance of the Encroachment Easement, and deliver a duly executed and acknowledged Access Easement conveying such interest in and across the City Access Easement, free and clear of any and all monetary liens and restrictions, except for the following:

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

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporation herein.

The City Access Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

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

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

(4) Deliver to Purchaser possession of the Property, subject to Paragraphs 2.03 and 2.04 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, resulting directly from this transaction shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

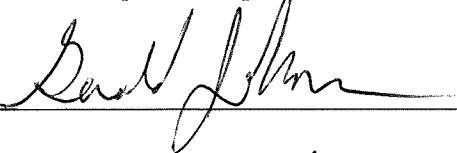
8.10 This Contract shall be effective as of the date it is approved by Purchaser, which date is indicated beneath the signature below.

Counterparts

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

SELLER:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: 

Address: 3127 Pablo Way

Name: Gerald Johnson

Rowd Rock TX 78664

Its: President / Pastor

Date: 6/11/20

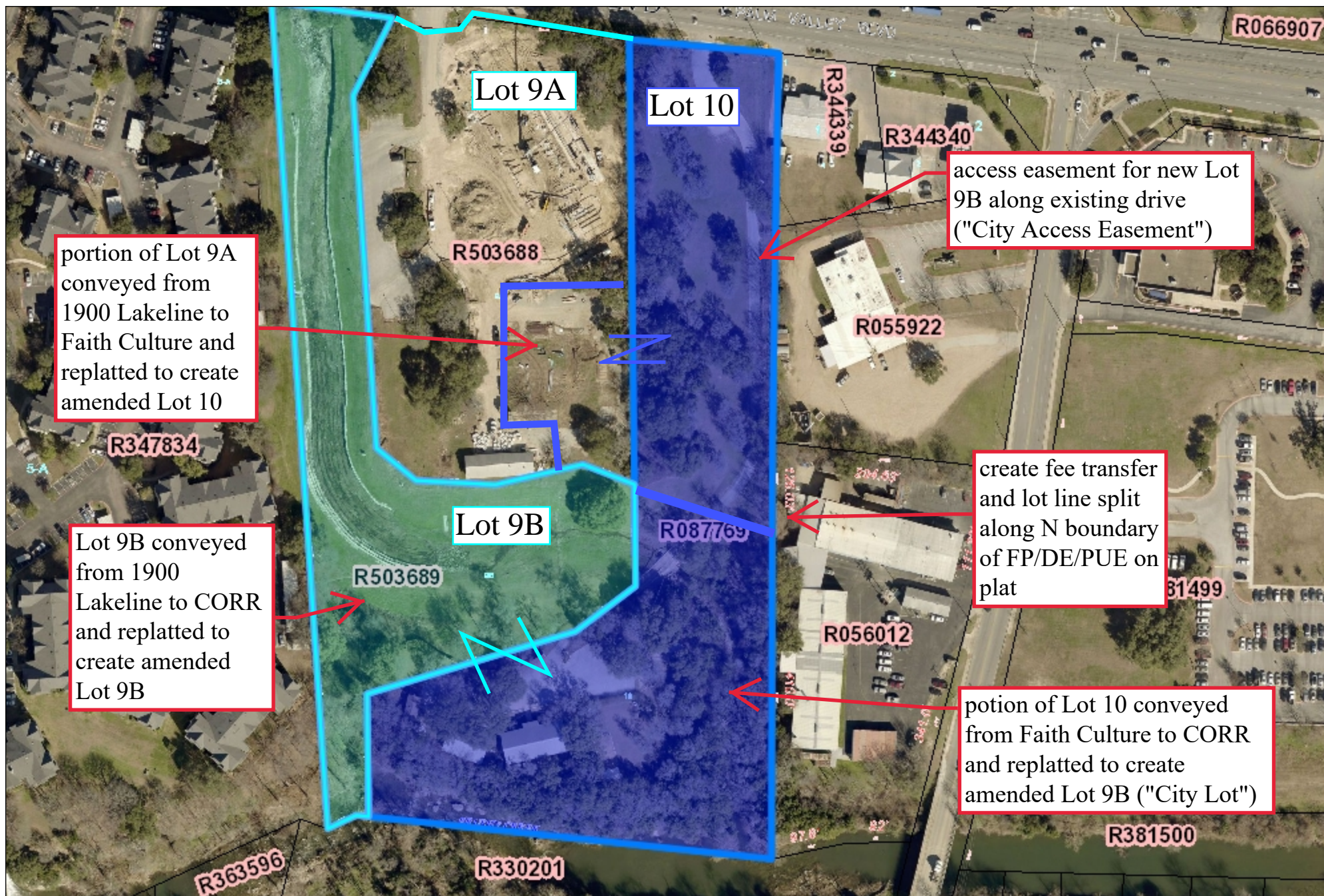
PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____



Heritage Center
Web Print: 05/12/2020

0 188 376
Feet

EXHIBIT "A"

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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EXHIBIT "B"

*SURVEY FOR 488 SQ. FT. ACCESS EASEMENT
THE PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE
DIOCESE OF TEXAS
CITY OF ROUND ROCK
PART OF LOT 9, HERITAGE CENTER
SITUATED IN THE CITY OF ROUND ROCK
PLAT BOOK F, SLIDE 294 PLAT RECORDS
IN WILLIAMSON COUNTY, TEXAS*

SURVEYOR'S DESCRIPTION

ACCESS EASEMENT

BEING 488 square feet area; part of Lot 9 of Heritage Center, a subdivision which is situated in the City of Round Rock, in Williamson County, Texas, according to the plat which is filed in Cabinet F, Slide 294 of the Plat Records of Williamson County, Texas. This parcel was surveyed on the ground in March of 2009, under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a ½ inch iron pin which was found at the upper Southeast corner of said Lot 9, at a bend in the West boundary of Lot 10. This corner exists in the West boundary of the 4.00 acre property which is described in a deed to The Protestant Episcopal Church Council of the Diocese of Texas of record in Vol. 674, Pg. 230, Deed Records, and at the Northeast corner of a 0.03 acre triangle of property which was conveyed to said Church as described in Vol. 965, Pg. 646, Deed Records.

THENCE crossing an existing paved driveway, following the North boundary of the 0.03 acre triangle which was conveyed to the Church (965/646), and following the common boundary between said Lots 9 and 10; S 52°54'42" W 95.58 feet to a ½ inch iron pin which was found at the West corner of the said 0.03 acre parcel.

THENCE with the lower North line of Lot 10 and the upper South line of Lot 9, following the North boundary of the 1.75 acre parcel which was conveyed to the said Church (674/227), (L4) S 73°27'19"W 9.97 feet to a capped 1/2 inch iron pin set.

THENCE along the Northwest margin of an existing paved roadway, which crosses the common boundary between said Lots 9 and 10, setting 1/2 inch capped iron pins as follows; (L5) N 42°27'50"E 24.63 feet; and (L6) N 53°44'32"E 82.18 feet.

THENCE with the common boundary between Lots 9 and 10, and the West boundary of the said 4.00 acre Church tract, (L7) S 00°39'33"E 2.45 feet to the POINT OF BEGINNING.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEY DATE 3-12-2009


WILLIAM F. FOREST, JR. R.P.L.S. 1847



EXHIBIT A

EXHIBIT A

SURVEY FOR 488 SQ. FT. ACCESS EASEMENT THE PROTESTANT EPISCOPAL CHURCH COUNCIL OF THE DIOCESE OF TEXAS CITY OF ROUND ROCK PART OF LOT 9, HERITAGE CENTER SITUATED IN THE CITY OF ROUND ROCK PLAT BOOK F, SLIDE 294 PLAT RECORDS IN WILLIAMSON COUNTY, TEXAS

CITY OF ROUND ROCK
LOT 9 HERITAGE CENTER
CAB. F., SL. 294
PRWCT



SCALE: 1"=20'

LOT 10 HERITAGE CENTER
CAB. F., SL. 294 PRWCT
5.80 ACRES

488 SQ. FT. ACCESS EASEMENT

THE PROTESTANT EPISCOPAL CHURCH COUNCIL
OF THE DIOCESE OF TEXAS 674/227 1.75 AC.

LEGEND

IRON PIN FOUND

IRON PIN SET

RECORD CALLS (BEARING / DISTANCE)

DEED CALLS {BEARING / DISTANCE}

DATA THIS SURVEY BEARING / DISTANCE

TRACT LINES

BOUNDARY LINES

ALL DOCUMENT REFERENCES ARE IN WILLIAMSON COUNTY
PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS PRWCT

488 SQ FT ACCESS EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°24'23"E	30.09
L2	N43°45'40"W	5.79
L3	S08°19'27"W	26.18
L4	S73°27'19"W	9.97
L5	N42°27'50"E	24.63
L6	N53°44'32"E	82.18
L7	S00°39'33"E	2.45

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER
MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

SURVEY DATE 3-12-2009.

WILLIAM F. FOREST, JR. R.P.L.S. 1847



EXHIBIT "C"

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the **City of Round Rock, Texas**, hereafter called "Lessor" or "Landlord", and **Faith Culture Church, Inc.**, hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, exclusive use of the following described commercial property space, subject only to Landlord's retained use of the Property by its staff, agents and consultants for investigation, testing, or other related activities in connection with future development of Landlord's proposed park/trail uses or additional improvements on the Premises, with at least forty-eight (48) hours advance notice to Tenant and which activities shall not otherwise unreasonably interfere with the Tenant's authorized leasehold uses specified herein,:

Tract 1: All of Lot _____, Heritage Center Replat, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet _____, Slides _____, Plat Records of Williamson County, Texas, and as Document No. _____ of the Official Public Records of Williamson County, Texas; and

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records

of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

(collectively the "Leased Premises").

1. TERMS OF LEASE.

A. **Lease Term.** The initial term of this Lease shall be a period of twenty-four (24) months, commencing on _____ ("Commencement Date"), and ending at midnight on _____ (the "Termination Date").

2. RENTAL.

A. **Rental for Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as rent for the Leased Premises, at: City of Round Rock Finance Department, ATTN: Erica Solis, 221 East Main Street, Round Rock, Texas 78664 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. **Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect

late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Landlord. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises,

provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

- 1. Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. Adjustment to Taxes; Contest of Taxes:

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE,

OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

- B. Insurance.** Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount of at least **ASK CHURCH FOR CURRENT POLICY LIMITS (\$)**, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured.

Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of religious worship, meeting, teaching and related activities, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no

business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall perform routine maintenance to keep the fixtures in the building structures or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's agent or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in

maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

E. Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof repairs required to allow reasonable uses as identified above, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold**

Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“accessibility alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord’s contractors after receiving a written request from Tenant.**

J. SMOKE DETECTORS. The Texas Property Code requires that the Premises be

equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

J. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or

children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have no obligation to render the Leased Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a

casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. Other than the limitation for casualty or disaster loss as set out in Paragraph 9.A. above, Landlord shall make all repairs to the structural and roofing components of the building improvements on the Premises which may reasonably be required to allow continuation of the permitted uses as identified herein, and which are required to keep the Premises in as substantially similar good and commercially functional condition as existed upon entry, reasonable wear and tear excepted.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts

paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this

Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease.

15. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS IS, WHERE IS”** CONDITION AND BASIS **“WITH ALL FAULTS”**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation,

this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the City of Round Rock (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Round Rock City Council/City Manager and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

City of Round Rock Facilities
Attn: Corey Amidon
Address: 212 Commerce Blvd.
Round Rock, Texas
Phone: 512.516.9953
After Hours Phone:
Fax: 512.218.5576
Email: camidon@roundrocktexas.gov

18. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: City of Round Rock City Manager (or successor)
221 E. Main Street
Round Rock, Texas 78664

LESSEE: Pastor Gerald Johnson
Faith Culture Church
655 Palm Valley Blvd. E
Round Rock, Texas 78664
512.765.3969
pgj@faithculturechurch.org

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

20. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable

any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

23. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

26. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased

Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

[signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

LESSEE:

FAITH CULTURE CHURCH, INC.

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

1. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

2. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

4. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

5. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

6. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

7. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

8. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

9. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

10. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

11. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

12. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

13. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

14. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

EXHIBIT "D"

DEED

Heritage Trail East

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

Tract 1: All of that certain _____ acre (_____ SF) tract of land being a portion of Lot 10, Heritage Center, an addition to the City of Round Rock, Williamson County, Texas, according to the map or plat recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas; said tract being more specifically described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; and

Tract 2: Easement estate for a driveway encroachment over and across a portion of Lot 9, Heritage Center, a subdivision in and to the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 294-295, Plat Records of Williamson County, Texas, as created by and further described in that certain Ingress and Egress Access Easement, dated April 24, 2009, recorded under Document No. 2009028967, of the Official Public Records of Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "E"

INGRESS AND EGRESS ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON §

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and to finalize the provisions of the Real Estate Contract between the parties hereto, the undersigned do hereby agree as follows:

1. Grant of Easement: FAITH CULTURE CHURCH, INC., (“Grantor”) hereby GRANTS, BARGAINS, SELLS and CONVEYS to the CITY OF ROUND ROCK, TEXAS (“Grantee”), and its successors, assigns, lenders, and other in privity with them, a non-exclusive twenty-five (25) foot wide access easement for pedestrian and vehicular ingress and egress over and across a portion of Lot ____, ____ SUBDIVISION, a subdivision in the City of Round Rock, Williamson County, Texas according to the map or plat thereof recorded in Cabinet ____, Slide ____, Plat Records of Williamson County, Texas (“Grantor’s Land”), in the location as described in further detail by metes and bounds in Exhibit “A” hereto (hereinafter referred to as the “Easement”) under the following terms and conditions:

(a) Purpose. The purpose of the Easement shall be for uninterrupted ingress, egress and access over and across the Easement, including use of the existing paved driveway facility on Grantor’s Land, and the construction, installation, operation, maintenance, repair, relocation and removal of roadways, driveways, entranceways and related improvements to service or otherwise benefit Lot ____, ____ SUBDIVISION, a subdivision in the City of Round Rock, Williamson County, Texas according to the map or plat thereof recorded in Cabinet ____, Slide ____, Plat Records of Williamson County, Texas (hereinafter referred to as “Grantee’s Land”), which land has been sold to Grantee. Grantee shall have the right, but not the obligation, to make any improvements to the existing access drive.

(b) Use of Easement. This Easement shall inure to the benefit of Grantee’s Land, together with their invitees, licensees, mortgagees and tenants, and members of the general public using any park or other public use facilities on the Grantee’s Land (but only so long as they remain the invitees, licensees, mortgagees and tenants of such owner or owners with respect to Grantee’s Land). Without limiting the generality of the foregoing, the Easement granted herein shall and does hereby create in Grantee and all future owner or owners or tenants of Grantee’s Land or any portion thereof, their respective heirs, legal representatives, successors, assigns, invitees, licensees, mortgagees and tenants, the free and uninterrupted use, liberty, privilege, enjoyment and easement at any time of passing across, upon and over the Easement property for the purposes specified above. Grantee and its tenants, invitees and assigns shall have the right to pave, improve, maintain and otherwise enjoy such Easement.

(c) Maintenance and Repair. The parties agree that the owners of Grantee's Land shall cause any paved access facilities located within the Easement to be maintained in a safe and useable condition, or to the standard as otherwise required by any applicable governing agency or body regulating the property where the Easement is located, for the purposes identified herein. The cost and expense of constructing, repairing and/or maintaining any authorized access improvements within the Easement shall be the sole responsibility of Grantee, and any decision as to the timing and extent of maintenance, construction or repair shall be at the sole discretion of Grantee.

(d) Compliance with Governmental Regulations. It is intended that the scope of this Easement shall be sufficient to enable Grantee to comply with all requirements of any applicable city or other governing body which either regulates or is otherwise involved with the intended use, and shall be construed to grant unto Grantee such additional rights and privileges as may be necessary to comply with such requirements.

2. Binding Effect. The grants and the obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners and mortgagees (and other parties identified herein for whose benefit the same are intended), and their respective heirs, legal representatives, successors and assigns.

3. Amendment or Modification. This Agreement may be amended or modified only by an instrument in writing executed by the then record owners of Grantor's Land and Grantee's Land, with the joinder of all mortgagees with respect to Grantor's Land, or any part or parts thereof, to evidence the consent of such mortgagees to such amendment or modification.

EXECUTED this ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

FAITH CULTURE CHURCH, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of Texas

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of Texas

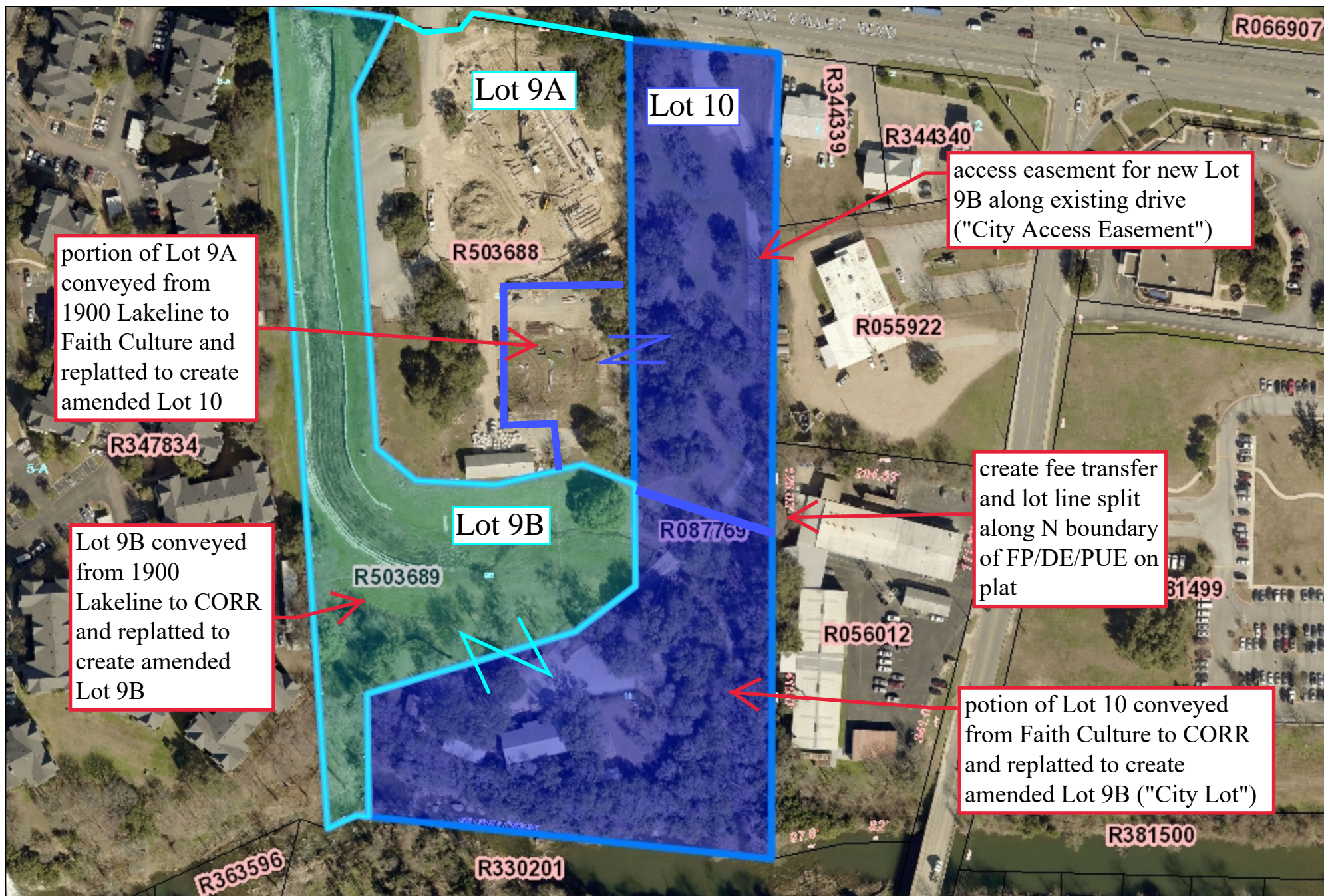
PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____





City of Round Rock

Agenda Item Summary

Agenda Number: H.4

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

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Allen Banks, Police Chief

Cost: \$930,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Police Department

Text of Legislative File 2020-0180

This is a blanket agreement with GT Distributors, Inc. for various police, fire and rescue equipment carried by public safety officers. This allows us to secure pricing for the term of the agreement without being committed for a specific amount. The equipment purchased under the agreement is for law enforcement and fire department tools and safety equipment replacement.

Cost: *Not to exceed \$930,000*

Source of Funds: *General Fund*

RESOLUTION NO. R-2020-0180

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

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

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

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

WHEREAS, GT Distributors, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from GT Distributors, Inc. through Buy Board, Now Therefore

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

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

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PUBLIC SAFETY AND
FIREHOUSE SUPPLIES AND EQUIPMENT
WITH
GT DISTRIBUTORS, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of public safety and firehouse supplies and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 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 GT DISTRIBUTORS, INC., whose offices are located at 2545 Brockton Drive, Suite 100, Austin, Texas 78758 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically public safety and firehouse supplies and equipment; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #603-20; and

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

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

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the 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 goods and services and Vendor is obligated to sell said goods and services.

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

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

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

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

F. **Vendor** means GT Distributors, Inc, its successor or assigns.

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. This Agreement shall terminate March 31, 2023.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 ITEMS

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

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

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement,

including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

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

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed **Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000.00)** for the goods and services set forth in this Agreement 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 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.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year

in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

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

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

GT Distributors, Inc.
2545 Brockton Drive, Suite 100
Austin, Texas 78758

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

GT Distributors, Inc.


By:  _____
Printed Name: DAVID CURTIS
Title: BIDS MANAGER
Date Signed: 06/17/2020

Exhibit "A"

City of Round Rock, Texas

Price Sheet

GT Distributors Inc.

BuyBoard Contract 603-20

The City of Round Rock would like to enter into a contract with GT Distributors per the terms of Buy Board Contract 603-20. The City intends to purchase from this contract public safety and firehouse supplies and equipment in a total amount not to exceed **\$930,000**.

Contract Term: Effective from date of execution and will expire on **03/31/2023**, per the terms of BuyBoard Contract No. 603-20.

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

Section I: Public Safety Supplies and Equipment

Item No	MANUFACTURER:	NEW % DISCOUNT OFF	EXCEPTIONS:
		MSRP:	
Firearms and Ammunition			
1	Adams Arms	0.15	
2	Aguila Ammunition	6.1%	
3	Benelli	22.1%	
4	CCI Speer	27.6%	
5	CMMG	10.0%	
6	Colt Arms	5.0%	LONG GUNS ONLY
7	Core 15	10.1%	
8	Daniel Defense	12.1%	
9	Defense Technology	5.0%	
10	Federal Cartridge	27.6%	
11	FN America	11.1%	LONG GUNS ONLY
12	Force on Force-ATK	27.6%	
13	Glock	SUGGESTED AGENCY	SEE ATTACHED LETTER
14	Heckler & Koch	16.1%	LONG GUNS ONLY
15	Hornady	43.6%	
16	Lewis Machine & Tool	8.0%	
17	LWRC International	6.1%	
18	Mossberg	20.0%	LONG GUNS ONLY
19	Rio	10.0%	
20	Rock River	1.5%	
21	Ruger	6.1%	LONG GUNS ONLY
22	Savage	10.0%	
23	Sionics	5.0%	
24	Springfield	20.0%	LONG GUNS ONLY
25	Surefire	5.0%	
26	Windham Weaponry	20.0%	
Tactical Equipment			
27	5.11 Tactical	22.1%	
28	Bianchi International	29.6%	
29	BlackHawk	41.1%	
30	Blackhawk Dynamic Entry	35.0%	
31	Blue Force Gear	6.1%	
32	Boston Leather	30.0%	
33	Camelbak	27.0%	
34	DeSantis	32.0%	
35	Dutyman	27.0%	
36	Fobus	33.0%	
37	Galco	25.1%	
38	Gould & Goodrich	39.0%	
39	High Speed Gear	26.1%	

Exhibit "A"

40	Magpul	16.1%	
41	Maxpedition	17.1%	
42	Phalanx	30.0%	HOLSTERS ONLY
43	Ripoffs	17.0%	
44	Safariland	29.6%	
45	Spec Ops Brand	27.0%	
46	Stallion Leather	23.0%	
47	Sticky Holsters	10.0%	
48	Strong	26.0%	
49	Telor Tactical	30.0%	
50	Thyrm 2545 B	20.0%	
51	Uncle Mike's	35.0%	
52	Viking Tactics	37.1%	
53	Wilderness Tactical	13.0%	
Night Sticks and Batons			
54	ASP	30.1%	
55	Monadnock	21.1%	
56	Redman	15.0%	
57	Ring's - BlueGuns	20.0%	
Riot Equipment/Body Armor			
58	Damascus	20.0%	
59	Hatch	21.1%	
60	Monadnock	21.1%	
61	Paulson Manufacturing	24.0%	
62	Premier Crown	10.0%	
63	ProTech Tactical	21.1%	
64	Safariland Body Armor	41.1%	
Public Safety Vehicle Equipment and Related Accessories			
65	Able2 - Show-Me	56.1%	
66	Big Sky Racks	10.0%	
67	Brooking Industries	26.0%	
68	Federal Signal	40.5%	
69	Fire Research Corp	20.0%	
70	Go Rhino	32.1%	
71	GO-LIGHT	39.0%	
72	Havis Shields	41.1%	
73	Laguna Manuf.	26.5%	
74	Lund Industries	22.5%	
75	Ops Public Safety	20.0%	
76	Priority Start	10.0%	
77	Pro-Gard Industries	35.5%	
78	Santa Cruz	35.0%	
79	Setina MFG	32.5%	
80	Signal Vehicle	40.0%	
81	Sound Off	40.0%	
82	Star Warning Systems	40.0%	
83	Stinger Spike Systems (Federal Signal)	5.0%	
84	Tufloc	12.0%	
85	Unity	60.0%	
86	Whelen MFG	48.0%	
Tear Gas/Mace and related items			
87	ASP	31.1%	
88	Defense Technology	15.0%	
89	FN	11.1%	
90	Mace	31.1%	

Exhibit "A"

91	Pepperball Technologies	18.6%
Night Vision Equipment		
92	ATN	13.0%
93	Bushnell	26.1%
94	FLIR	12.1%
95	L3-EoTech	15.1%
Thermal Imaging Equipment		
96	ATN	13.0%
97	FLIR 2545 B	12.1%
98	L3-EoTech	15.1%
Flashlights, Batteries, and related items		
99	ASP	31.1%
100	Bayco Products	13.1%
101	Nightstick	13.1%
102	Pelican Products	30.0%
103	Streamlight (Lights)	57.6%
104	SureFire	21.1%
105	Thyrm	20.0%
Handcuffs and Restraints		
106	ASP	31.1%
107	C & S	2.0%
108	Humane Restraint	13.5%
109	Monadnock	21.1%
110	Peerless Handcuff Company	34.1%
111	Zak Tool	10.0%
Scopes and Binoculars		
112	Aimpoint	16.1%
113	AmeriGlo	28.1%
114	Bushnell	33.0%
115	Crimson Trace	10.1%
116	L3 - EOTech/Insight	17.5%
117	Leupold	21.1%
118	Magpul	16.1%
119	Nightforce	13.0%
120	Nikon	11.1%
121	Shield Firearms & Sights	5.0%
122	Steiner	21.1%
123	Trijicon	28.1%
124	Truglo	31.1%
125	Vortex	19.1%
126	XS Sights	9.1%
Alcohol and Drug Testing Products and Related Services		
127	CMI	8.0%
128	Forensics Source	20.0%
129	Sirchie	1.5%
Law Enforcement Training Targets		
130	Action Targets	10.0%
131	Champion	13.1%
132	Speedwell	17.0%
Fingerprint Equipment and Supplies		
133	Forensics Source	5.0%
134	Sirchie	1.5%
Law Enforcement Knives and Tools		
135	5.11 Tactical	22.1%

Exhibit "A"

136	Benchmade	30.0%
137	Boker USA	10.0%
138	Columbia River	37.1%
139	Gerber	14.2%
140	Ka-Bar	20.1%
141	Kershaw Knives	16.1%
142	Leatherman	23.1%
143	Real Avid 2545 B	10.0%
144	Spyderco	16.1%
145	Zero Tolerance	17.6%
Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories		
146	5.11 Tactical	30.0%
147	Alpha Broder	22.0%
148	Anchor	26.0%
149	Atlanco - TruSpec	25.0%
150	Bates Boots	25.0%
151	Belleville	16.0%
152	Blackinton	32.1%
153	Blauer	16.0%
154	CW Nielson	26.5%
155	Damascus	20.0%
156	Danner	18.3%
157	Dickies	15.0%
158	Edwards Garment	25.0%
159	Elbeco	28.0%
160	First Tactical	22.0%
161	Flying Cross	27.0%
162	Gerber Outerwear	16.0%
163	Haix	19.1%
164	Hatch	21.1%
165	Hero's Pride	18.0%
166	Horace Small	32.0%
167	Liberty Uniform Manufacturing Co., Inc.	29.0%
168	Merrell Tactical Footwear	31.1%
169	Mocean	20.0%
170	Neese Industries	16.5%
171	Original Footwear SWAT	25.5%
172	Premier Emblem	18.0%
173	Propper	16.0%
174	Ridge Outdoors	19.0%
175	Ringer Gloves	15.0%
176	Salomon Forces Footwear	20.0%
177	Samuel Broome	10.0%
178	Sanmar	22.0%
179	Smith & Warren	32.1%
180	Spiewak	20.0%
181	Tact Squad	22.0%
182	Taylor Leather	10.0%
183	Thorogood / Weinbrenner	40.0%
184	TurtleSkin	34.0%
185	Under Armour	38.0%
186	Verbx	25.0%
187	Workrite	24.0%
All Other Public Safety Products and Equipment		
188	ALG Defense	11.1%
189	Blue Force Gear	6.1%
190	Chip McCormick	11.1%

Exhibit "A"

191	Ergo	15.1%
192	Geissele Automatics	11.1%
193	Hamburger Woolen	16.0%
194	Hoppe's	16.1%
195	Magpul 2545 B	13.1%
196	Midwest Industries	16.1%
197	Mission First	13.1%
198	Next Level Training SIRT	10.0%
199	Orion Safety Products	24.0%
200	Pelican Products	16.1%
201	Plano Molding Company	16.1%
202	Real Avid	10.0%
203	Tango Down	11.1%
204	Troy Industries	11.1%
Public Safety Equipment Repair Parts		
205	Streamlight (Parts, Switches, Bulbs, Batte	41.1%
206	Glock	8.5%
Section II: Firehouse Supplies and Equipment		
Nomex Station Uniforms		
207	Workrite	24.0%
Portable Lighting Equipment		
208	Pelican (RALS)	15.0%
Vehicle Light Bars, Sirens and Speakers		
209	Able2 - Show-Me	56.1%
210	Big Sky Racks	10.0%
211	Brooking Industries	26.0%
212	Federal Signal	40.5%
213	Fire Research Corp	20.0%
214	Go Rhino	32.1%
215	GO-LIGHT	39.0%
216	Havis Shields	41.1%
217	Laguna Manuf.	26.5%
218	Lund Industries	22.5%
219	Ops Public Safety	20.0%
220	Priority Start	10.0%
221	Pro-Gard Industries	35.5%
222	Setina MFG	32.5%
223	Signal Vehicle	40.0%
224	Sound Off	40.0%
225	Star Warning Systems	40.0%
226	Stinger Spike Systems (Federal Signal)	5.0%
227	Tufloc	12.0%
228	Unity	60.0%
229	Whelen MFG	48.0%
Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories		
230	5.11 Tactical	30.0%
231	Alpha Broder	22.0%
232	Anchor	26.0%
233	Atlanco - TruSpec	25.0%
234	Bates Boots	25.0%
235	Belleville	16.0%
236	Blackinton	32.1%
237	Blauer	16.0%
238	CW Nielson	26.5%

Exhibit "A"

239	Damascus	20.0%
240	Danner	18.3%
241	Dickies	15.0%
242	Edwards Garment 2545 B	25.0%
243	Elbeco	28.0%
244	First Tactical	22.0%
245	Flying Cross	27.0%
246	Gerber Outerwear	16.0%
247	Haix	19.1%
248	Hatch	21.1%
249	Hero's Pride	18.0%
250	Horace Small	32.0%
251	Liberty Uniform Manufacturing Co., Inc.	29.0%
252	Hi Tech / Magnum	30.0%
253	Merrell Tactical Footwear	31.1%
254	Mocean	20.0%
255	Neese Industries	16.5%
256	Original Footwear SWAT	25.5%
257	Premier Emblem	18.0%
258	Propper	16.0%
259	Ridge Outdoors	19.0%
260	Ringer Gloves	15.0%
261	Salomon Forces Footwear	20.0%
262	Samuel Broome	10.0%
263	Sanmar	22.0%
264	Smith & Warren	32.1%
265	Spiewak	20.0%
266	Tact Squad	22.0%
267	Taylor Leather	10.0%
268	Thorogood / Weinbrenner	40.0%
269	TurtleSkin	34.0%
270	Under Armour	38.0%
271	Vertx	25.0%
272	Workrite	24.0%
COMPANY NAME:		G T Distributors, Inc.
SIGNATURE OF AUTHORIZED REPRESENTATIVE:		David Curtis
PRINTED NAME:		David Curtis
PHONE NUMBER:		800-252-8310
EMAIL ADDRESS:		TXBIDS@GTDIST.COM

Exhibit "A"

Note on the exception for Glock, Item No. 1 Firearms and Ammunition:

Glock enforces a strict pricing policy and will not allow any authorized dealer to sell Glock firearms below the prices they set. Any authorized dealer entering even a 1% discount from Glock's Suggested Agency would be in violation of this policy. That dealer would be forced to either decline those sales or be in jeopardy of losing their dealer status, either way, causing them to default on this portion of the contract.

Glock does allow authorized exclusive dealers to sell to agencies at \$5 below Suggested Agency price per firearm. G T Distributors would like to extend this discount to BuyBoard customers.

This restriction does not apply to other Glock items, so Item No 28 Public Safety Equipment and Repair Parts can have Glock parts listed at an 8.5% discount.

Note on the other exceptions for Item No. 1 Firearms and Ammunition:

As an exclusive Glock Authorized Law Enforcement Dealer, G T Distributors has agreed not to sell other brands of duty pistols and revolvers to law enforcement departments/agencies. Several of the other brands we carry manufacture both handguns and long guns. We can offer those long guns (rifles, shotguns, and rifle-format handguns) to law enforcement departments/agencies, just not pistols and revolvers.

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.

G T DISTRIBUTORS, INC.
AUSTIN, TX United States

Certificate Number:
2020-633387

Date Filed:
06/17/2020

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, 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.

559196
Public Safety and Firehouse Supplies and Equipment

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DAVID CURTIS, and my date of birth is [REDACTED].

My address is 2545 BROCKTON DR., STE. 100, AUSTIN, TX, 78758, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 17th day of JUNE, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with the Round Rock Independent School District for the purchase of a 2.496-acre parcel required for construction of Gattis School Road.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$478,315.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2020-0181

The original r.o.w. parcel to be acquired from RRISD (Cedar Ridge campus) for Gattis School Road Ph. 3 was 0.518 acres and terminated at the main entry to the school. In anticipation of further widening phases for GSR to the east, an addition to the r.o.w. parcel extending to Meister Lane was negotiated with the District at the same appraised property unit value purchase price of \$4.40/SF, and now totals 2.496 acres in area.

Cost: \$478,315.00

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

RESOLUTION NO. R-2020-0181

WHEREAS, the City of Round Rock (“City”) desires to purchase a 2.496-acre tract of land required for construction of the Gattis School Road (Phase 3) Project (Parcel 29); and

WHEREAS, Round Rock Independent School District, the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

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

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 2.496 acre (108,708 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 29**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of FOUR HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTEEN and 00/100 Dollars (\$478,315.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

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

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

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Address: _____

Name: _____

Its: _____

Date: _____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Parcel: 29
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 29

DESCRIPTION OF A 2.496 ACRE (108,708 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7A, BLOCK "B" (96.288 ACRES), FINAL PLAT OF ROUND ROCK INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL #5 A FINAL PLAT OF 94.608 ACRES AND A REPLAT OF LOT 7, BLOCK B INTERCHANGE BUSINESS PARK SECTION TWO, A SUBDIVISION OF RECORD IN CABINET EE, SLIDE 294-295 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN SPECIAL WARRANTY DEEDS TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2000073900 AND A 19.167 ACRE TRACT RECORDED IN DOC. NO. 2014031038 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.496 ACRE (108,708 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found 729.98 feet right of proposed Gattis School Road Baseline Station 85+93.96, being an ell corner in the westerly boundary line of said Lot 7A, same being the southeasterly corner of Lot 1, Block A, Gattis School Business Park, Section One, a subdivision of record in Cabinet P, Slide 104-105 of the Plat Records of Williamson County, Texas;

THENCE, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 7A, N 01°56'45" W, for a distance of 660.22 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154421.10, E=3143732.35 TSPC Zone 4203), 69.76 feet right of proposed Gattis School Road Baseline Station 85+93.42, in the proposed southerly Right-of-Way (ROW) line of Gattis School Road (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, **N 01°56'45" W**, for a distance of **28.00** feet to a calculated point, being the northwesterly corner of said Lot 7A, being an ell corner in the existing southerly ROW line of Gattis School Road (ROW width varies), for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod found, being the northeasterly corner of said Lot 1, being an ell corner in said existing southerly ROW line bears N 01°56'45" W, at a distance of 2.00 feet;

THENCE, departing said Lot 1, with said existing southerly ROW line, same being the northerly boundary line of Lot 7A, the following five (5) courses:

- 2) **N 88°04'20" E**, for a distance of **482.63** feet to a calculated angle point;
- 3) **S 46°55'40" E**, for a distance of **45.00** feet to a calculated angle point;
- 4) **N 88°04'20" E**, for a distance of **100.00** feet to a calculated angle point;
- 5) **N 43°04'20" E**, for a distance of **45.00** feet to a calculated angle point;
- 6) **N 88°04'20" E**, for a distance of **354.29** feet to a calculated angle point, being the northeasterly corner of said Lot 7A, same being in the westerly boundary line of said 19.167 acre tract;
- 7) **THENCE**, departing said Lot 7A, with the west boundary line of said 19.167 acre tract, same being said existing south ROW line, **N 01°54'00" W**, for a distance of **2.00** feet to a 1/2" iron rod found, being the northwesterly corner of said 19.167 acre tract, for an angle point of the herein described tract;
- 8) **THENCE**, with the north boundary line of said 19.167 acre tract, same being said existing south ROW line **N 88°02'02" E**, for a distance of **1167.94** feet to a 1/2" iron rod found, being the point of intersection of Meister Lane/CR 169 (ROW width varies) and said Gattis School Road, for the northeasterly corner of the herein described tract;
- 9) **THENCE**, departing said Gattis School Road, with the existing westerly ROW line of said Meister Lane, same being the easterly boundary line of said 19.167 acre tract, **S 29°11'15" E**, for a distance of **58.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 89.86 feet right of proposed Gattis School Road Baseline Station 107+88.71, for the southeasterly corner of the herein described tract,

- 10) **THENCE**, departing said existing westerly ROW line, through the interior of said 19.167 acre tract, **S 88°02'02" W**, for a distance of **1194.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.26 feet right of proposed Gattis School Road Baseline Station 95+93.95, being in the common boundary line of said 19.167 acre tract and said Lot 7A;

THENCE, continuing with said proposed ROW line, through the interior of said Lot 7A, the following seven (7) courses:

- 11) **S 88°04'20" W**, for a distance of **354.26** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.44 feet right of proposed Gattis School Road Baseline Station 92+39.69;
- 12) **S 43°04'20" W**, for a distance of **42.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 121.45 feet right of proposed Gattis School Road Baseline Station 92+09.71, for an angle point;
- 13) **S 88°04'20" W**, for a distance of **103.64** feet to an iron rod with aluminum cap stamped "ROW 4933" set 121.50 feet right of proposed Gattis School Road Baseline Station 91+06.07, for an angle point;
- 14) **N 46°55'40" W**, for a distance of **42.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.52 feet right of proposed Gattis School Road Baseline Station 90+76.05, for an angle point;
- 15) **S 88°04'20" W**, for a distance of **176.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.61 feet right of proposed Gattis School Road Baseline Station 89+00.00, for an angle point;
- 16) **N 89°01'12" W**, for a distance of **249.53** feet to an iron rod with aluminum cap stamped "ROW 4933" set 79.07 feet right of proposed Gattis School Road Baseline Station 86+50.78, for an angle point;
- 17) **N 82°40'38" W**, for a distance of **58.11** feet to the **POINT OF BEGINNING**, containing 2.496 acre (108,708 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale

20 APR 2020

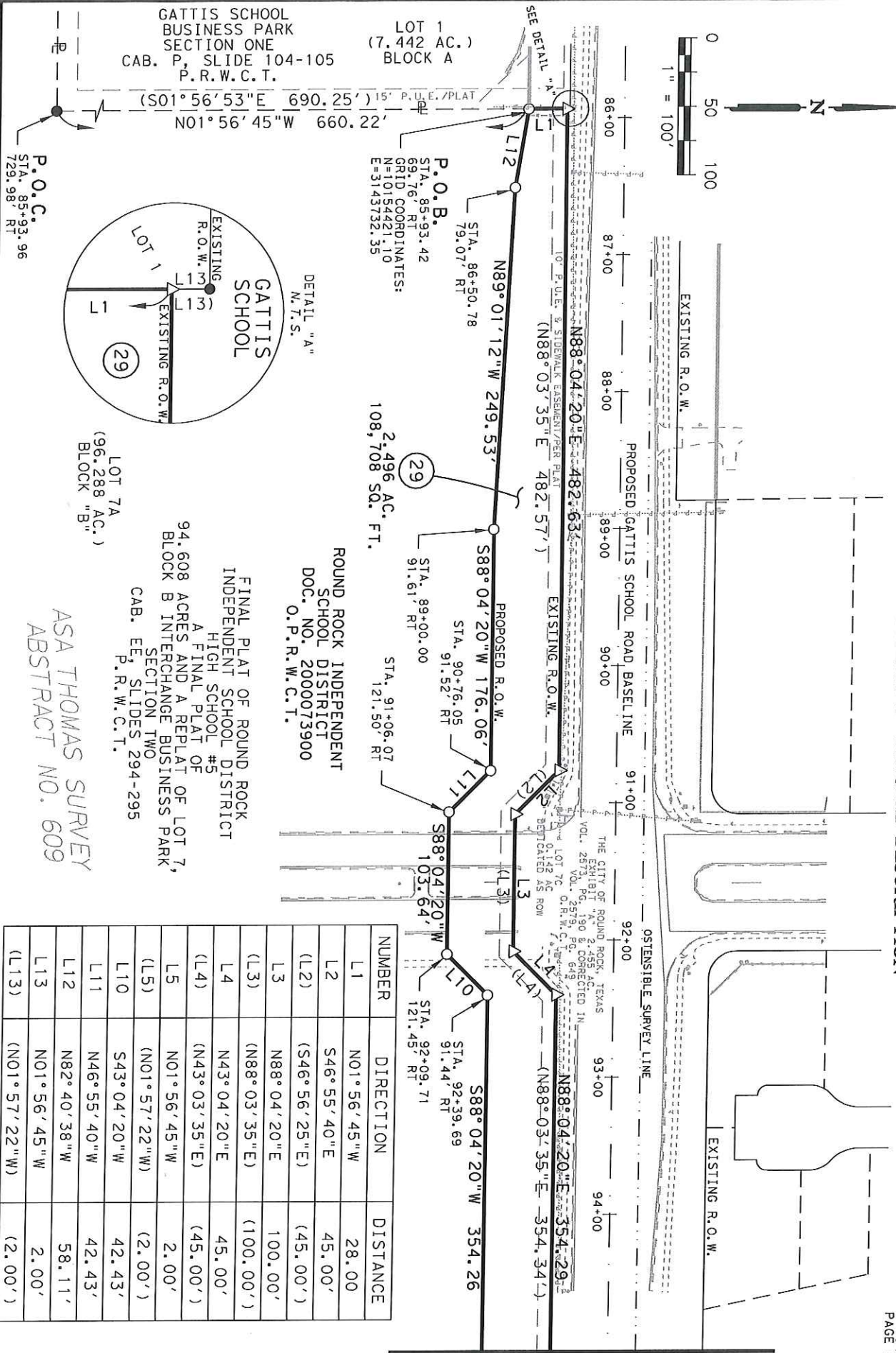
M. Stephen Truesdale
 Registered Professional Land Surveyor No. 4933
 Licensed State Land Surveyor
 Inland Geodetics, LLC
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

Date



EXHIBIT "A" PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/15/20
PAGE 3 OF 5



STA. 95+00.00
MATCH LINE - SHEET 4

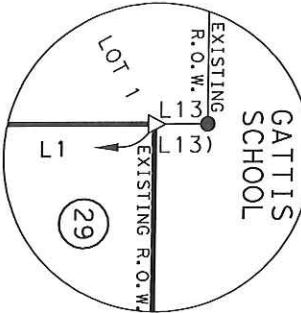
NUMBER	DIRECTION	DISTANCE
L1	N01°56'45"W	28.00'
L2	S46°55'40"E	45.00'
(L2)	(S46°56'25"E)	(45.00')
L3	N88°04'20"E	100.00'
(L3)	(N88°03'35"E)	(100.00')
L4	N43°04'20"E	45.00'
(L4)	(N43°03'35"E)	(45.00')
L5	N01°56'45"W	2.00'
(L5)	(N01°57'22"W)	(2.00')
L10	S43°04'20"W	42.43'
L11	N46°55'40"W	42.43'
L12	N82°40'38"W	58.11'
L13	N01°56'45"W	2.00'
(L13)	(N01°57'22"W)	(2.00')

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2000073900
O.P.R.W.C.T.

FINAL PLAT OF ROUND ROCK
INDEPENDENT SCHOOL DISTRICT
HIGH SCHOOL #5
A FINAL PLAT OF
94.608 ACRES AND A REPLAT OF LOT 7,
BLOCK B INTERCHANGE BUSINESS PARK
SECTION TWO
CAB. EE SLIDES 294-295
P.R.W.C.T.

ASA THOMAS SURVEY
ABSTRACT NO. 609

LOT 7A
(96.288 AC.)
BLOCK "B"



DETAIL "A"
N.T.S.

2.496 AC.
108,708 SQ. FT.

P.O.B.
STA. 85+93.42
69.76' RT
GRID COORDINATES:
N=10154421.10
E=3143732.35

GATTIS SCHOOL
BUSINESS PARK
SECTION ONE
CAB. P. SLIDE 104-105
P.R.W.C.T.

P.O.C.
STA. 85+93.96
729.98' RT

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

SCALE
1" = 100'

PROJECT
GATTIS SCHOOL ROAD

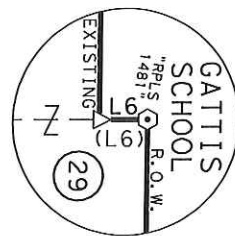
COUNTY
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
ROUND ROCK INDEPENDENT
SCHOOL DISTRICT

PARCEL 29

EXHIBIT "A" PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "B"
N.T.S.



04/16/20
PAGE 4 OF 5

STA. 95+00.00
MATCH LINE - SHEET 3

L5

96+00

97+00

98+00

99+00

100+00

101+00

102+00

L5

96+00

97+00

98+00

99+00

100+00

101+00

102+00

L5

96+00

97+00

98+00

99+00

100+00

L5

N88°02'02" E 1167.94
(N88°01'31" E 1168.20')

S88°02'02" W 1194.75'

PROPOSED R.O.W.

STA. 107+88.71
89.86' RT

L7

L8

L9

2.496 AC.
108,708 SQ. FT.

(29)

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2000073900
O.P.R.W.C.T.

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
19.167 ACRES
DOC. NO. 2014031038
O.P.R.W.C.T.

ASA THOMAS SURVEY
ABSTRACT NO. 609

LOT 7A
(96.288 AC.)
BLOCK "B"

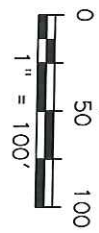
FINAL PLAT OF ROUND ROCK
INDEPENDENT SCHOOL DISTRICT
HIGH SCHOOL #5
A FINAL PLAT OF
94.608 ACRES AND A REPLAT OF LOT 7,
BLOCK B INTERCHANGE BUSINESS PARK
SECTION TWO
CAB. EE, SLIDES 294-295
P.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L5	N88°04'20"E	354.29'
(L5)	(N88°03'35"E)	(354.34')
L6	N01°54'00"W	2.00'
(L6)	(N01°57'22"W)	(2.00')
L7	S29°11'15"E	58.48'
L8	S29°11'15"E	42.69'
L9	S88°04'20"W	354.26'

(N06°27'45"W)
S01°27'51" E 448.57'

MEISTER LANE/CR 169
(R.O.W. WIDTH VARIES)

WILLIAMSON COUNTY
EXHIBIT "A" 1.139 AC.
VOL. 1529, PG. 473
O.R.W.C.T.



N

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

SCALE
1" = 100'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
ROUND ROCK INDEPENDENT
SCHOOL DISTRICT

PARCEL 29

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND, UNLESS NOTED	€ CENTER LINE
⊗ IRON SET W/ PLASTIC CAP	ℙ PROPERTY LINE
⊗ STAMPED "INLAND-4933"	() RECORD INFORMATION
⊗ IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— LINE BREAK
⊗ COTTON GIN SPINDLE FOUND	↖ DENOTES COMMON OWNERSHIP
⊗ 1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.B. POINT OF BEGINNING
X X CUT FOUND	P.O.C. POINT OF COMMENCING
⊗ MAG NAIL FOUND	N.T.S. NOT TO SCALE
▲ 60/D NAIL FOUND	STWSE STORM SEWER EASEMENT
▲ MAG NAIL SET	SSE SANITARY SEWER EASEMENT
⊗ RR SPIKE FOUND	P.U.E. PUBLIC UTILITY EASEMENT
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS
STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. OFFICIAL RECORDS
⊗ DISK IN CONCRETE FOUND	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
	PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1920309-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 30, 2019, ISSUE DATE JUNE 10, 2019.

1. RESTRICTIVE COVENANTS: CABINET EE, SLIDE 294 AND 295, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SUBJECT TO.
 - 10A. PUBLIC UTILITY EASEMENT TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN VOLUME 1520, PAGE 697, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, BEING FURTHER AFFECTED BY INSTRUMENTS ENTITLED ASSIGNMENT OF UTILITY RIGHTS RECORDED IN VOLUME 1822, PAGE 383, VOLUME 1822, PAGE 386, AND VOLUME 1822, PAGE 389, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.
 - B. WATERLINE EASEMENT TO THE CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2011008151, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20 APR 2020

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 DATE
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



- C. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED IN DOCUMENT NO. 2016116222, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- D. PIPELINE EASEMENT TO ATMOS ENERGY CORPORATION RECORDED IN DOCUMENT NO. 2017047532, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- E. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH BY CITY OF ROUND ROCK ZONING ORDINANCE NO. Z-95-09-28-9F RECORDED IN DOCUMENT NO. 9602681, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

ACQUISITION	ACRES	SQUARE FEET
2.496	108,708	
CALC/DEED AREA	115.46	5,029,220
REMAINDER AREA	112.96	4,920,512

PARCEL PLAT SHOWING PROPERTY OF

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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

SCALE 1" = 100'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
--------------------	-------------------------------	----------------------

PARCEL 29

EXHIBIT "B"

Parcel 29

DEED

Gattis School Road Ph. 3 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 2.496 acre (108,708 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 29)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

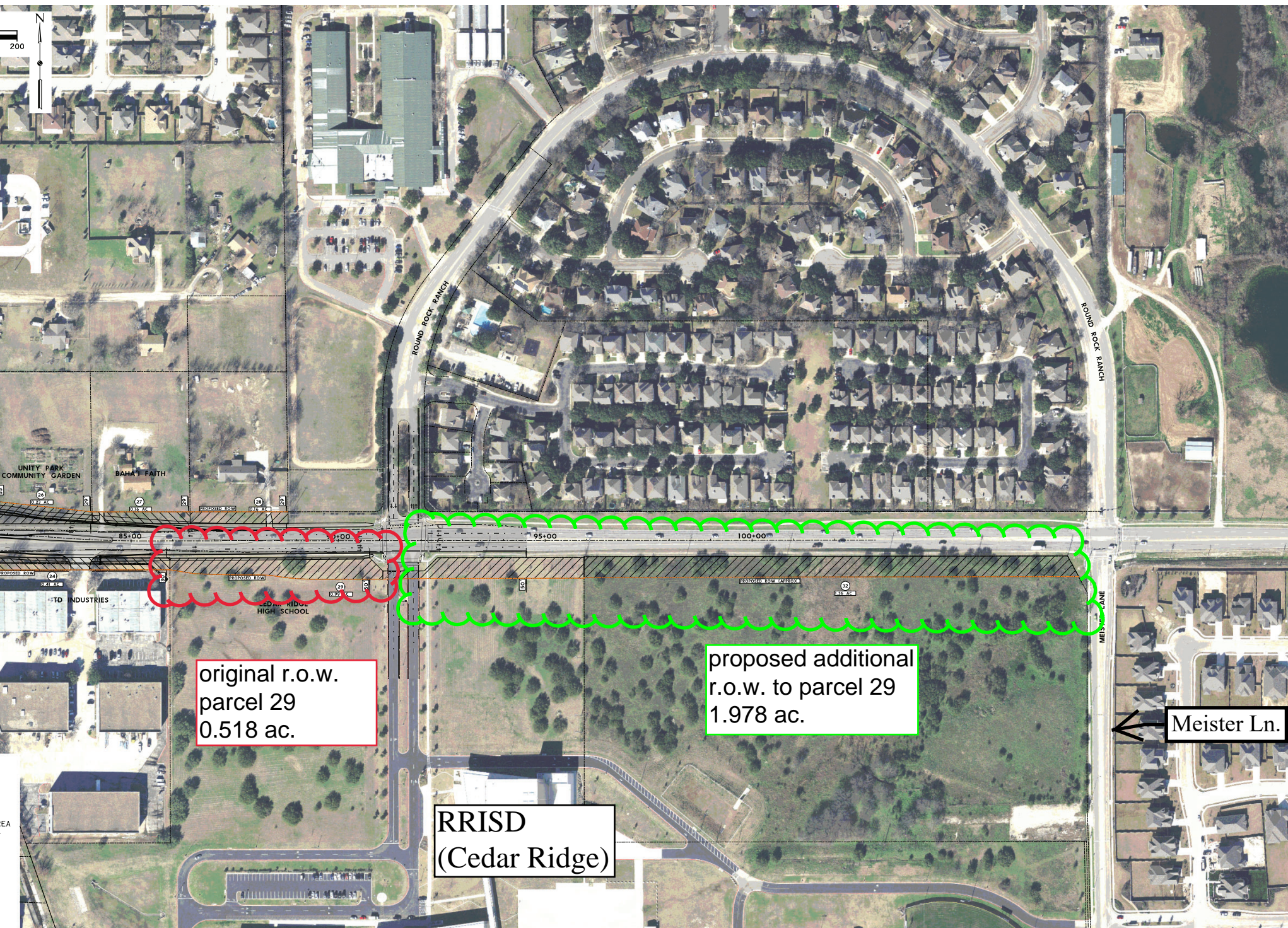
PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:



REVISED/EXTENDED PARCEL 29 = 2.496 AC.



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute the First Amended Memorandum of Understanding with ICU Medical, Inc. related to the proposed University Boulevard roadway expansion project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$301,000.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2020-0182

An original Memorandum of Understanding with ICU was approved and executed by the City in 2018 (item R-2018-6026). Although specifically not legally binding, the proposed First Amendment was drafted to address and clarify (1) the increase of the maximum amount of City reimbursement cost for Phase I investigation activities from \$230K to \$301K based on actual costs incurred, (2) replatting obligations as part of the exchange transaction, and (3) Oakmont construction obligations as part of the exchange and reconfiguration transaction.

Cost: \$301,000.00

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

RESOLUTION NO. R-2020-0182

WHEREAS, the City of Round Rock (“City”) has previously entered into a Memorandum of Understanding (“MOU”) with ICU Medical, Inc. related to the proposed University Boulevard roadway expansion project, and

WHEREAS, the City and ICU Medical, Inc. wish to amend the MOU, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the First Amended Memorandum of Understanding between ICU Medical, Inc. and City of Round Rock, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

FIRST AMENDED MEMORANDUM OF UNDERSTANDING

This First Amended Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas (the "City") and ICU Medical, Inc., successor-in-interest to ICU Medical Fleet Services, LLC (formerly known as Hospira Fleet Services, LLC), a Delaware corporation ("ICU Medical"), and is intended to modify and replace in all things the previous MOU executed between the parties herein dated October 25, 2018.

RECITALS

WHEREAS, ICU Medical is a company with global operations that develops, manufactures, and sells medical technologies used in vascular therapy, oncology, and critical care applications; and

WHEREAS, ICU Medical owns a parcel of land commonly referred to as 2820 Oakmont Drive, Round Rock, Texas, as more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, ICU Medical conducts certain development, manufacturing, and logistics operations on the Property; and

WHEREAS, the City owns a parcel of land commonly referred to as 2800 Oakmont Drive, Round Rock, Texas, as more particularly described on Exhibit "B" attached hereto (the "Adjacent Land"), which is adjacent to the Property; and

WHEREAS, the City is planning a development project (the "Project") in the area surrounding the Property and the Adjacent Land; and

WHEREAS, in furtherance of the Project, the City desires to acquire an approximately one-half (1/2) acre portion of the Property in exchange for an equal portion of the Adjacent Land (the "Exchange"); and

WHEREAS, in furtherance of the Project, the City and ICU Medical contemplate that City will construct certain public roadway connection facility improvements between Oakmont Drive and the adjacent retail shopping center, generally as shown in Exhibit "C" attached hereto ("Oakmont Connection"); and

WHEREAS, the City is willing to reimburse ICU Medical's costs of exploring and executing the Exchange, and to otherwise pay for and cause completion of constructing the Oakmont Connection; and

WHEREAS, except as expressly provided herein, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the current understanding of the parties;

NOW THEREFORE, the City and ICU Medical agree to work cooperatively and in good faith to draft and approve future agreements and to consummate the Exchange in the manner set forth herein.

ARTICLE I
GENERAL SCOPE OF EXCHANGE AND CONSTRUCTION OF OAKMONT CONNECTION

1.01 The Exchange as currently contemplated would involve the City transferring to ICU Medical an approximately one-half (1/2) acre portion of the Adjacent Land, and ICU Medical simultaneously transferring to the City (1) an approximately one-half (1/2) acre portion of the Property, and (2) an approximately 0.167 acre public utility easement across the Property, each as indicated in Exhibit "D" attached hereto. The Exchange would be structured to minimize any negative Internal Revenue Service tax impacts to ICU Medical, and more specifically to meet the requirements of a simultaneous exchange, as described in Internal Revenue Code section 1031, of the real property transferred by ICU Medical for the real property received from the City.

1.02 The Exchange would require modifications to ICU Medical's current use of the Property (the "Modifications"), including but not limited to reconfiguration of ICU Medical's loading dock and parking lot, structural modifications to ICU Medical's warehouse, and construction of the Oakmont Connection. These improvements will be made to portions of the Property that will be retained by ICU Medical.

1.03 The final terms of the Exchange would be set forth in a definitive land agreement to be executed by the parties, with relevant real property transfer instruments to be recorded (collectively, the "Transfer Documents").

1.04 The parties intend to evaluate and execute the Exchange in three phases:

Phase I: Exploratory Phase

Phase II: Construction Phase

Phase III: Transfer Phase

ARTICLE II
ICU MEDICAL INTENTIONS

2.01 During Phase I, ICU Medical intends to explore the costs and feasibility of the Modifications and the Exchange, including engaging design and engineering experts.

2.02 During Phase II, ICU Medical intends to undertake construction of the Modifications.

2.03 During Phase III, ICU Medical intends to execute the Transfer Documents.

ARTICLE III
CITY INTENTIONS

3.01 In consideration of ICU Medical performing as set forth in Article II above, the City intends to reimburse ICU Medical for its costs of exploring and constructing the Modifications, and for negotiating and executing the Transfer Documents. For the absence of doubt, funds received by ICU Medical for performing as set forth in Article II above are not consideration for the Property, but with respect to the Modifications are partial compensation for potential cost of cure damage to the remainder property of ICU Medical resulting from the Project.

3.02 To induce ICU Medical to undertake the activities of Phase I, the City will commit to reimburse ICU Medical for its costs of Phase I, not to exceed Three Hundred One Thousand Dollars (\$301,000.00). City intends to be solely responsible for completion of any signed and sealed design plans for the Oakmont Connection which shall be sufficient for construction bidding and letting according to any applicable rules and requirements of the City's Transportation Department for roadway improvement projects.

3.03 Following Phase I, the parties will work together in good faith to establish a scope and budget for ICU Medical's reimbursable costs of Phase II and Phase III.

3.02 During Phase II, the City intends to construct the Oakmont Connection, and shall undertake and cause a replat of Oakmont Centre Section 2 in order to reconfigure the Lots to conform to the Exchange.

3.04 During Phase III, the City intends to execute the Transfer Documents.

3.05 To the extent the Transfer results in negative (a) state or local rollback or special assessment taxes, or (b) Internal Revenue Service tax consequences, to ICU Medical for the taxable year of the Modifications and/or the Transfer Documents and which directly results from execution of the Modifications and/or the Transfer Documents, the City intends to reimburse ICU Medical such costs.

3.06 The City will waive any and all fees for the development and construction of the Modifications, for any required replat of the Exchange Property, and consummation of the Exchange, including but not limited to: site and construction permit fees, water and wastewater impact fees, and road impact fees. The City will also expedite the review and approval of required permits.

3.07 The City intends to secure all necessary or appropriate approvals from local and state governing bodies and regulators, including fulfilling statutory notice requirements.

ARTICLE IV LEGAL EFFECT OF MOU

4.01 This MOU is intended to provide an outline of the current understanding of the parties hereto, and, except for Section 3.02 herein, is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2020.

[signature page follows]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ICU MEDICAL, INC.

By: Brian M. Bonnell
Brian Bonnell, CFO

Exhibit A

The Property

LOT 1, BLOCK A, OAKMONT CENTRE, SECTION TWO, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Exhibit B

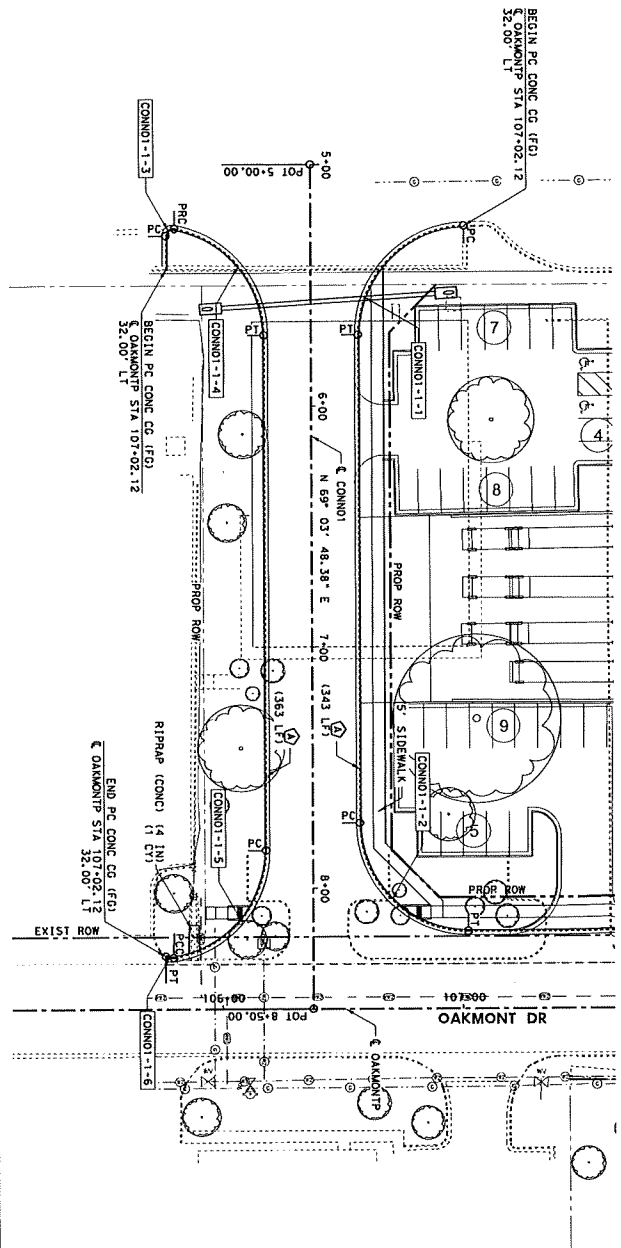
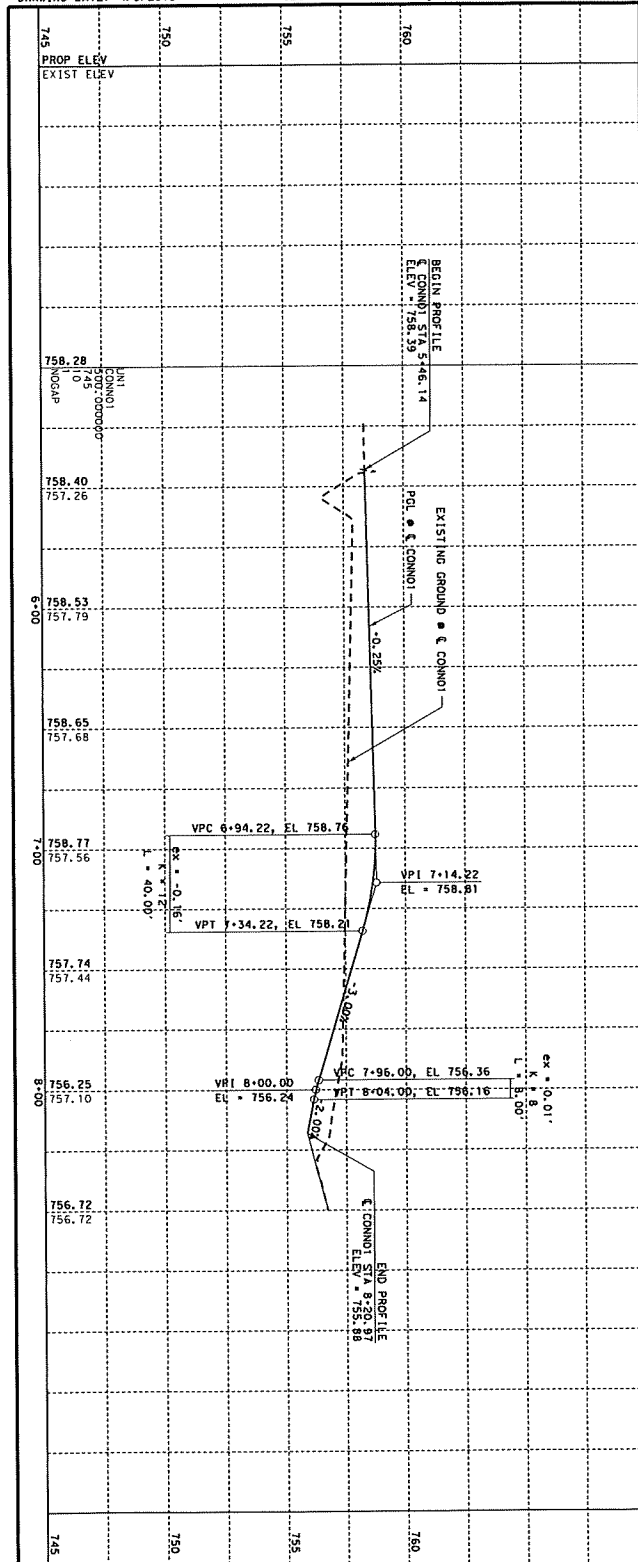
The Adjacent Land

LOT 2, BLOCK A, OAKMONT CENTRE, SECTION TWO, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Exhibit C

The Oakmont Connection

[on following page]



- NOTES:
1. DIMENSIONS TO CURB OR BARRIER/RAIL ARE SHOWN TO THE FRONT FACE, UNLESS NOTED OTHERWISE.
 2. SUPER ELEVATION TRANSITIONS WERE DEVELOPED AS PARABOLIC TRANSITIONS. MAX SUPER ELEVATION USED FOR DESIGN = 6%.
 3. FOR SIDEWALK, GUIDE STOPS, AND RIPRAP DETAILS, SEE APPLICABLE SHEETS.
 4. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
 5. SEE GRADING SHEETS FOR WIDENING ELEVATIONS.
 6. WIDEN AT EXISTING GRADES AND CROSS SLOPES FROM SLOPE WHERE APPLICABLE.

HORIZ 0' 10' 25' 50'
VERT 0' 2' 5' 10'
SCALE IN FEET

LEGEND

- UNIT-1
- PROPOSED LANE
 - P.C. CONCRETE CURB & DUTTER
 - P.C. CONCRETE CURB
 - IF/NE GRADING
 - STATION / OFF-SET CALLOUT

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR FINAL CONTRACTS

JMT
THE REGISTRATION
ENGINEER, MICHAEL CHIL
P.E. NO. 125585 DATE 4/8/2019

JMT
THE REGISTRATION
ENGINEER, MICHAEL CHIL
P.E. NO. 125585 DATE 4/8/2019

CITY OF ROUND ROCK
221 E. MAIN ST.
ROUND ROCK, TX 78664

ROADWAY PLAN & PROFILE

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

CONNI

SCALE: 1" = 50'

BEGIN TO END

SHEET 1 OF 1

DATE	BY	CHKD	APP'D	PROJECT NO.
04/08/2019	JMT	WILLIAMSON	ROUND ROCK	144

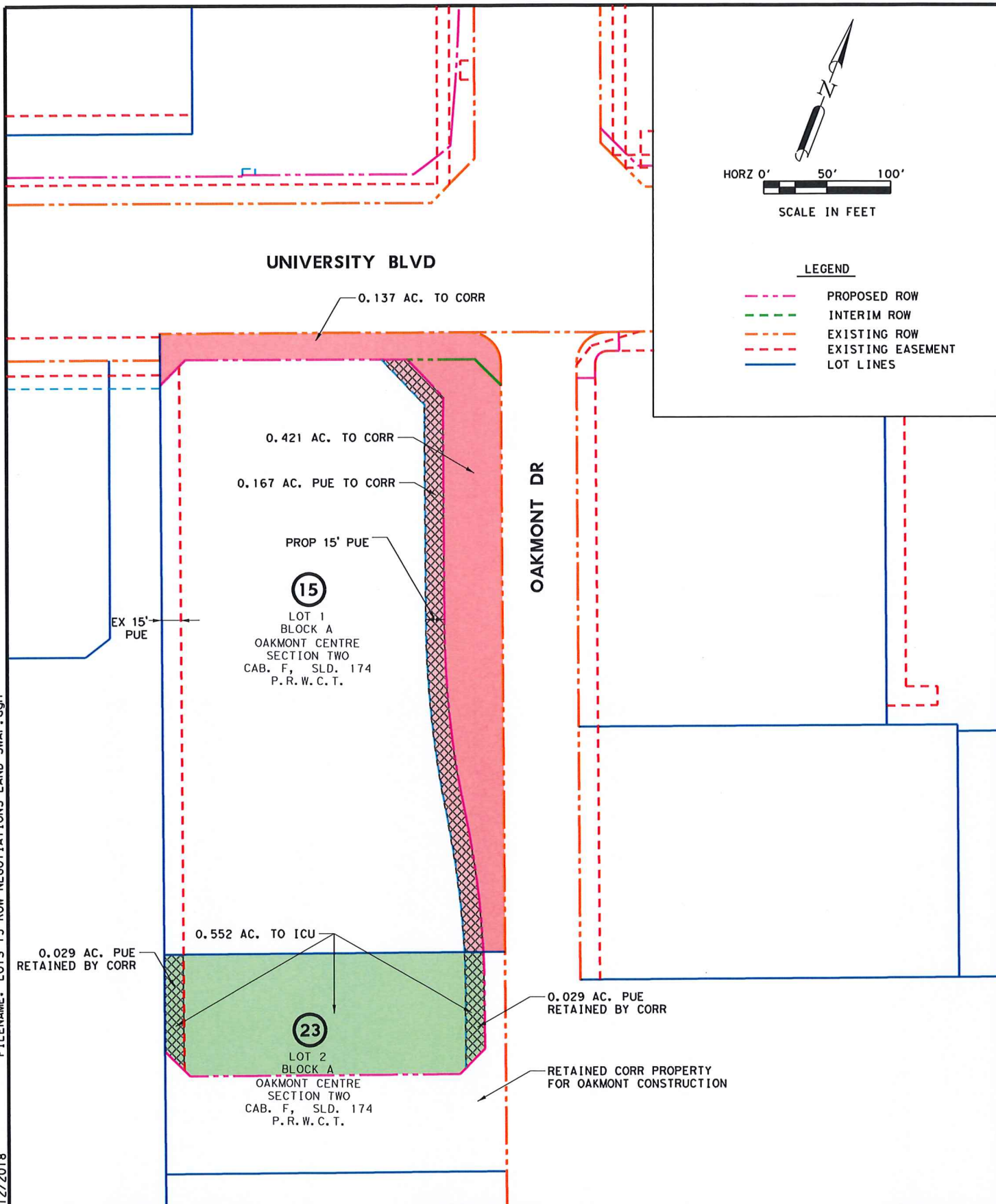
Exhibit D

The Exchange

[on following page]

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 9/12/2018



KCI KENNEDY CONSULTING
A JMT Company TBPE REG. NO. F-926



CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES

KCI KENNEDY CONSULTING
TBPE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 9/12/2018

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

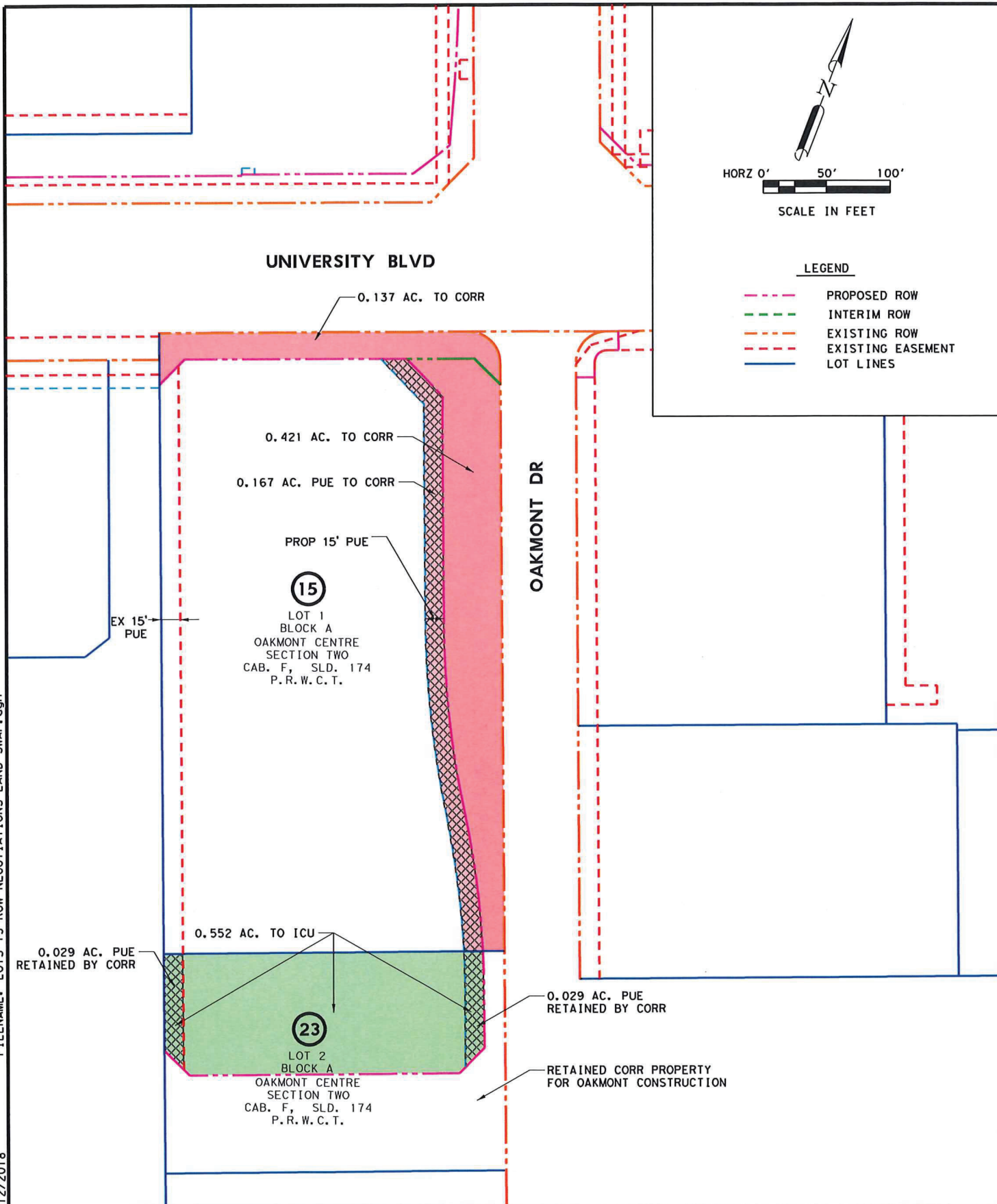
**UNIVERSITY BLVD
ICU LAND SWAP**

SCALE: 1" = 100'

SHEET 1 OF 1

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 9/12/2018



KCI KENNEDY CONSULTING
A JMT Company TBPE REG. NO. F-926

 CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

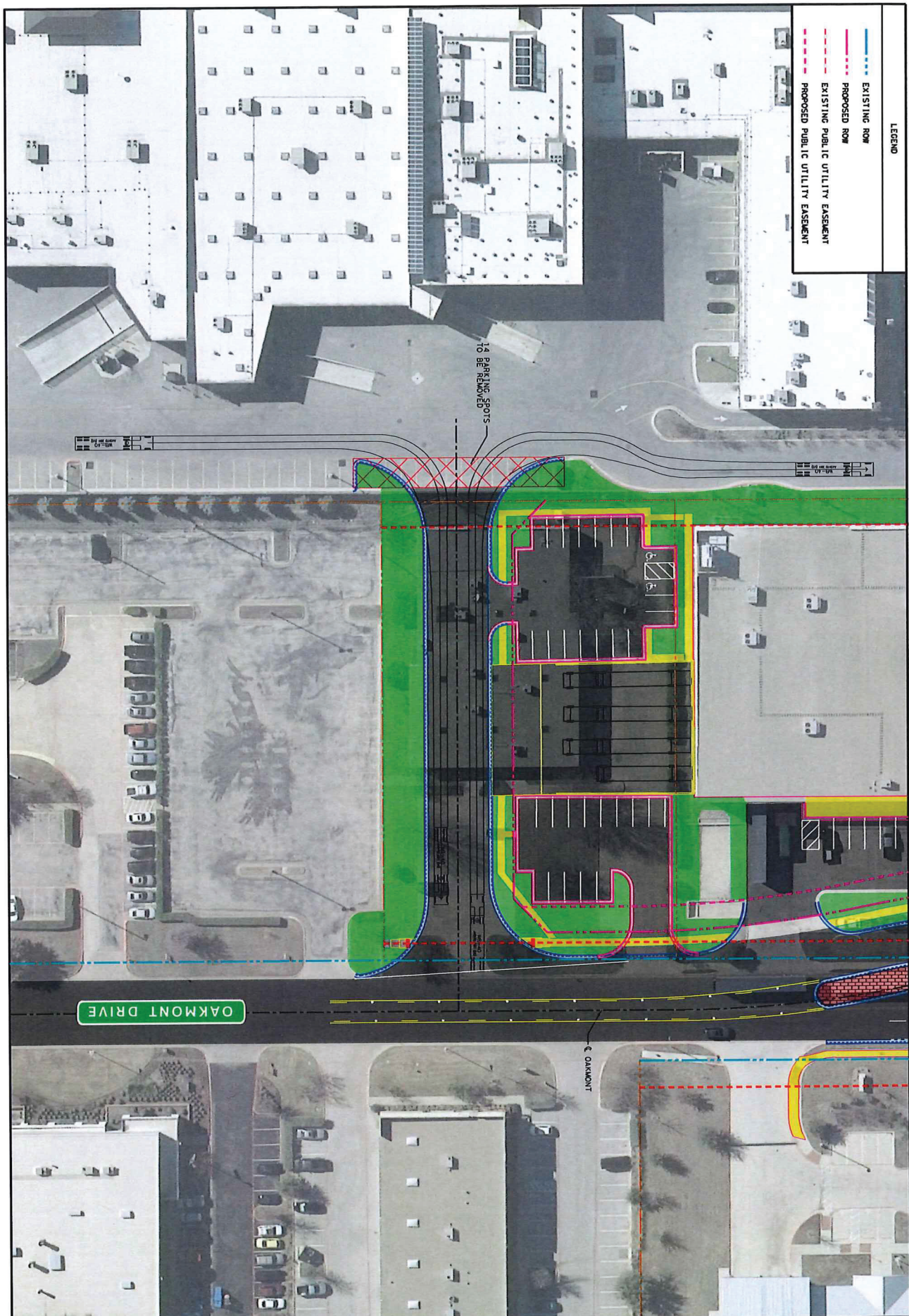
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
TBPE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 9/12/2018

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

**UNIVERSITY BLVD
ICU LAND SWAP**

SCALE: 1" = 100'

SHEET 1 OF 1



LEGEND

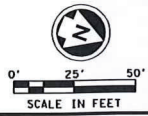
---	EXISTING ROW
---	PROPOSED ROW
---	EXISTING PUBLIC UTILITY EASEMENT
---	PROPOSED PUBLIC UTILITY EASEMENT

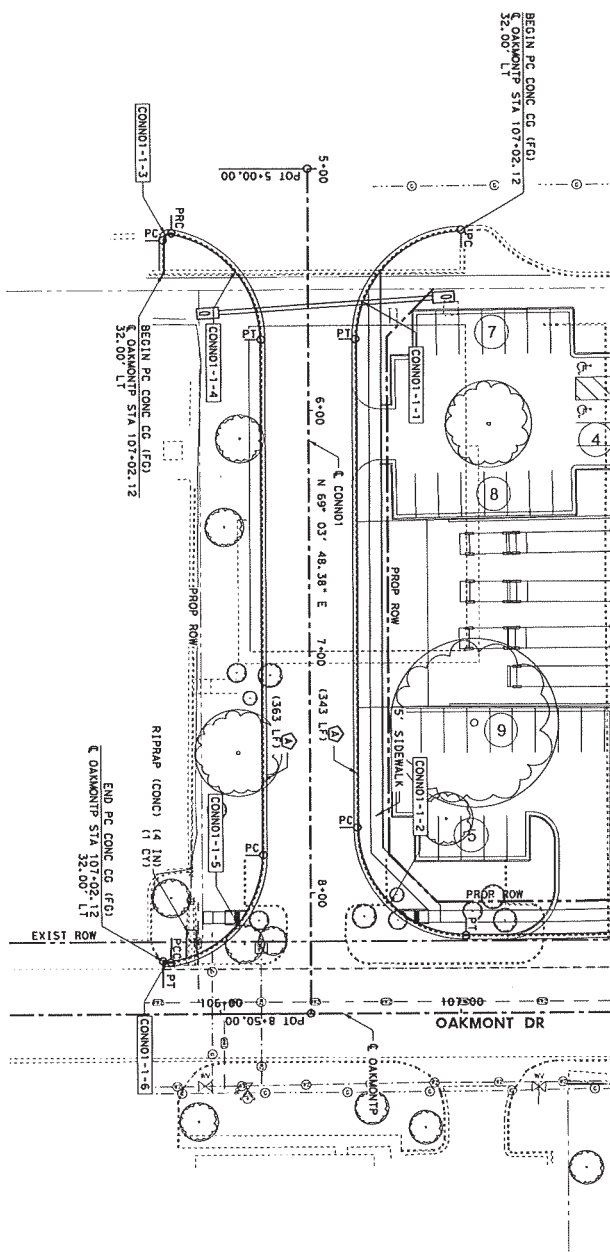
PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION, BIDDING,
 OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
 TBPE REG. # F-926
 ENGINEER: MATTHEW J. WERNER
 P.E. NO. 107847 DATE 9/19/2016

UNIVERSITY BLVD
 OAKMONT CONNECTION



KCI KENNEDY CONSULTING
 A JMT Company TBPE REG. NO. F-926





1. DIMENSIONS TO CURB OR BARRIERRAIL ARE SHOWN TO THE FRONT FACE, UNLESS NOTED OTHERWISE.
2. SHEET ELEVATION TRANSITIONS WERE MAX DIFFER. ELEVATION USED FOR DESIGN = 6".
3. FOR SIDEWALK, GUIDE RAILINGS AND RIPRAP DETAILS, SEE APPLICABLE SHEETS.
4. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
5. SEE GRADING SHEETS FOR WIDENING ELEVATIONS.
6. WIDEN AT EXISTING GRADES AND CROSS SLOPES FROM SCAWTOO WERE APPLICABLE.

A graphic scale bar with two rows of markings. The top row is labeled 'HORIZ' and has markings at 0', 10', 25', and 50'. The bottom row is labeled 'VERT' and has markings at 0', 2.5', and 5'. Below the scale bar, the text 'SCALE IN FEET' is printed.

LEGEND

UNIV-1

P.C. CONCRETE CURB & GUTTER

P.C. CONCRETE CURE
(FINE GRADING)

① STATION / OFFSET CALLOUT

NOTES:
1. DIMENSIONS TO CURB OR BARRIER/RAIL ARE
SHOWN TO THE FRONT FACE UNLESS NOTED

OTHERWISE.

DEVELOPED AS PARABOLIC TRANSITION SUPER ELEVATION USED FOR DESIGN

3. FOR SIDEWALK, GUIDE SIGNS, AND DETAILS, SEE APPLICABLE SHEETS.

4. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.

5. SEE GRADING SHEETS FOR WIDENING ELEVATIONS

6. WIDEN AT EXISTING GRADES AND CROSS
STREETS TO ACCOMMODATE TRAFFIC

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES

JWT

ENGINEER MICHAEL CURL

[illegible]

Table 1 Demographic characteristics of study population

TAPE REC'D
NO. F-1

CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

UNIVERSITY OAKS BLVD TO SUNB

CONNI

ROADWAY PLAIN & PROFI

BEGIN TO END

PROJECT NO.

STATE	
TEAC	

COUNTY	CITY
WILLIAMSON	ROUND ROCK

WILLIAMSON	ROUND ROCK	
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SCALE: 1" = 50'		BEGIN TO END		SHEET 1 OF	
DESIGN		PROJECT NO.			
JMT	DEPARTS				
JMT		STATE		ROADWAY	
CRCT		TEXAS		UNIV	
CRCS		COUNTY		CITY	
JMT		WILLIAMSON		ROUND ROCK	144



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 4 with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$114,698.50

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2020-0183

Consider a resolution authorizing the Mayor to execute Supplemental Contract #4 with CP&Y, Inc. to perform the following added work that has become necessary for the project. Add right turn lanes at Forest Creek Drive, add a hooded left turn on Kenney Fort at St. 78+00, perform additional surveying for right of way and topo, prepare right of way condemnation exhibits, environmental Sect. 404 permitting coordination and update drainage plans to support recently adopted Atlas 14 criteria.

The Kenney Fort Blvd. corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the City's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. The Master Transportation Plan has determined the ultimate section for this thoroughfare to be a 6-lane divided urban facility. This roadway section will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing another reliever route from northeast Round Rock to SH 45 to the south, thereby lessening the flow of traffic to IH 35. This segment will also open up opportunities for additional economic development along the proposed route.

This Supplemental Contract #4 will add \$114,698.50 to the current contract amount of \$1,993,536.96 for a total contract amount of \$2,108,235.46. It is anticipated that the final plans will be completed by January 2021 and construction could begin by the summer of 2021 with a completion date of early 2023.

Cost: \$114,698.50

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

RESOLUTION NO. R-2020-0183

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project, and

WHEREAS, CP&Y, Inc. has submitted Supplemental Contract No. 4 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. 4 with CP&Y, 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 Contract No. 4 to the Contract with CP&Y, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 4
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: CP&Y, INC. ("Engineer")
ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750
PROJECT: Kenney Fort Boulevard (Segments 2 & 3)

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and CP&Y, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 11th day of February, 2016 for the Kenney Fort Boulevard (Segments 2 & 3) Project in the amount of \$933,519.78; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on April 12, 2018 to amend the scope of services and to increase the compensation by \$135,900.00 to a total of \$1,069,419.78; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on November 8, 2018 to amend the scope of services and to increase the compensation by \$840,597.18 to a total of \$1,910,016.96; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on June 27, 2019 to amend the scope of services and to increase the compensation by \$83,520.00 to a total of \$1,993,536.96; 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 \$114,698.50 to a total of \$2,108,235.46;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum to Exhibit A.

II.

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.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$114,698.50 the lump sum amount payable under the Contract for a total of \$2,108,235.46, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

CP&Y, INC.

By:



Senior Vice President

June 19, 2020

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

The City will continue to furnish to the Engineer the following information and/or perform the following tasks:

1. Provide any existing data the Owner has on file concerning the project, if available.
2. Assist with the coordination of any required public involvement, attend one-on-one meetings with officials, neighborhood groups, and local businesses and attend an open house, if necessary. For public meetings or hearings, schedule and reserve the meeting location and place the required advertisements.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, Upper Brushy Creek Water Control & Improvement District, neighboring Cities and/or other franchise utility companies.
4. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
5. Meet on an as needed basis to answer questions, provide guidance and offer comment.
6. Provide construction inspection and construction testing services including coordination and scope of services.
7. In conjunction with the Texas Department of Transportation (TxDOT), provide the following:
 - a) Federal Highway Administration (FHWA) coordination
 - b) Environmental document review
 - c) Relevant prior and/or adjacent plan sets, studies, and planning documents
 - d) Ground Penetrating Radar (GPR) testing of existing frontage road pavement
 - e) Review and approval of traffic volume projections
 - f) Equivalent Single Axle Load (ESAL) calculations
8. Provide existing signal timing information for study intersections.

ADDENDUM TO EXHIBIT B

Engineering Services

Additional effort for Supplement #4 for the Kenney Fort Boulevard Segment 2 & 3 Project design services contract includes:

- Forest Creek Drive right turn lanes
 - Additional design layout effort, traffic control plan modifications, roadway sheets, removal sheets, signing & pavement marking sheets, and cross sections
 - Update drainage analysis and drainage plans
- Hooded left turn on Kenney Fort at station 78+00 south of Forest Creek,
- Additional Survey Services
 - Extend Topographic survey on Forest Creek Drive for right turn lanes
 - Additional survey for water and wastewater lines
 - Update Parcel 1 (Timmerman) for additional ROW on Forest Creek for EB right turn lane
 - ROW Staking for property owner visualization and fence construction
- Additional ROW coordination
 - Condemnation hearing exhibit preparation
 - Attending condemnation hearings (2)
- Pflugerville Future Kenney Fort Boulevard Extension – SH45 to New Meister Lane
 - Concept Schematic
 - Add curb return dead-end stub-out at SH45 into PS&E plans.
- TxDOT Local Government Project Procedures (LGPP) Coordination
 - Additional TxDOT Coordination for Federal Funded Project
- Environmental 404 Permitting

The tasks and products are more fully described in the following TASK OUTLINE.

I. SURVEYING SERVICES

The Kenney Fort Boulevard (KFB) Water and Wastewater Line (WWL) Improvements Project requires additional survey information in order to complete the design of the water and wastewater lines already under contract. Survey needs include elevation and inverts of 13 wastewater manholes, flow line of 4 storm drain inlets/junction box, and discrete topographic survey.

The survey is anticipated to be complete approximately one month following Notice to Proceed.

A. SUPPLEMENTAL TOPOGRAPHIC SURVEY

1. Surveyor will provide the professional and technical staff necessary to perform a detailed topographic survey of Forest Creek Drive extended limits and miscellaneous WWMH locations. The survey will include at a minimum topography, improvements, fences, visible utilities, identifiable appurtenances, drainage structures, etc. Surveyor will obtain flow line elevations & pipe sizes (if ascertainable) for each wastewater and storm drain manhole within the limits of the survey area. Surveyor will also submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings.

B. ROW DOCUMENTS

1. The Surveyor will update the metes and bounds descriptions and ROW exhibit for the additional ROW needed for the Forest Creek Drive right turn. The Surveyor will set monuments along the proposed ROW acquisition line for additional ROW.

C. ROW STAKING

1. The Surveyor will stake and/or flag the new ROW line along private property owners for parcel numbers 5, 6, 14, 15, 17, 18, 19, and 20 for purposes of property owner visualization and fence construction. ROW Staking shall be set at 100' intervals on linear segments with good visibility and 50' intervals on curves.

II. SECTION 404 PERMITTING

A. DATA COLLECTION *(provided by CP&Y, Inc.)*

1. The CONSULTANT shall conduct a baseline aquatic resource analysis documenting existing conditions with the Texas Rapid Assessment Method (TxRAM), which is a wetland and stream conditional assessment model. This effort would utilize previously gathered data in addition to field investigations. This task shall include preparation of TxRAM Stream Data Sheets, Scoring Sheets, associated exhibits, and the Aquatic Resource Compensation Calculator. For wetland areas, TxRAM Wetland Data Sheets, Wetland Scoring Sheets, associated exhibits, and Wetland Final Scoring Sheet for Evaluating Proposed Mitigation/Impact Activities Sheet would be completed. This would be completed for impacted streams/wetlands and potential mitigation locations. The output from TxRAM will be used to calculate adverse impacts and compensatory mitigation required by USACE as part of the USACE Pre-Construction Notification (PCN).

B. USACE Pre-Construction Notification - Based on the project design, it is anticipated that the project could be permitted under Nationwide Permit (NWP) #14 (Linear Transportation Projects), along with submittal of a PCN to the USACE. Specific permitting tasks include the following:

1. Pre-Application Meeting – the CONSULTANT shall participate in one (1) pre-application meeting, via teleconference/Skype meeting, with the USACE to discuss the project impacts, avoidance/minimization measures, permitting requirements, and potential mitigation options.
2. PCN Preparation - the CONSULTANT shall prepare and submit a PCN to the USACE in accordance with NWP General Condition 32. The USACE Fort Worth District application submittal form for NWP #14 will be utilized for this task. The submittal will include the results of the threatened/endangered species assessment, cultural resource assessment, waters of the U.S. assessment, plan and section view drawings, and TCEQ Section 401 Water Quality Certification. This task also includes responding to USACE comments and requests for additional information.

It is anticipated that a Conceptual Mitigation Plan will be required for submittal as part of the PCN. The Conceptual Mitigation Plan will detail the avoidance and minimization measures during the planning and design phases for the project. No USACE-approved mitigation banks are in the vicinity (i.e., watershed) of the project area; therefore, it is anticipated that any required compensatory mitigation will be accomplished through permittee-responsible mitigation. Detailed mitigation requirements will be discussed with the USACE; if required, a Detailed Mitigation Plan would be prepared under a supplemental agreement.

III. PLANS, SPECIFICATIONS & ESTIMATE

A. ROADWAY DESIGN *(provided by CP&Y)*

1. Roadway Plans & Geometry
 - (a) Proposed typical sections will be updated to depict the improvements to Forest Creek Drive right turn lanes. The proposed typical sections are intended to show the general cross-sectional configuration of the roadway in logical sections and will be prepared to the appropriate level of detail and limits to convey that general information.
 - (b) A horizontal alignment data sheets will be updated to include the horizontal geometric information for Forest Creek Drive.
 - (c) Forest Creek Drive roadway plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' V. Combination rail along the back of sidewalk will be replaced with TxDOT C411 Texas Classic Rail Standard Detail.
 - (d) Forest Creek Drive removal sheets will be added for removal of existing elements at scale of 1"=50'
 - (e) Kenney Fort Blvd roadway plan & profile sheets will be modified to include a hooded left turn south of Forest Creek Drive.
2. Grading and Details
 - (a) Design cross sections will be completed at 50-foot interval along Forest Creek Drive for the determination of cut and fill quantities. Cross sections will not be developed as a deliverable for phased TCP.
 - (b) Driveway layout and profile will be prepared for the additional driveway on eastbound Forest Creek.
3. City of Pflugerville Future Extension of Kenney Fort Boulevard

- (a) The Engineer will a conceptual schematic alignment design for a future extension of Kenney Fort Boulevard from SH45 existing intersection to New Meister Lane. The alignment will minimize impacts to the existing MoKan right of way.
- (b) Update current PS&E plans for construction of a stub for the Pflugerville future extension. This will require an additional intersection sheet.

B. DRAINAGE & EROSION CONTROL DESIGN *(provided by K-Friese.)*

ATLAS 14 IMPACTS

The engineer will update current 60% Plans, Specifications & Estimates (PS&E) plans to incorporate Atlas 14 precipitation for 90%, and final 100% plans. Impacts and scope of work include the following.

1. Atlas 14 Memo
 - (a) The engineer will prepare a technical memo to documenting the updated Atlas 14 precipitation data. The precipitation data will be based upon research between TxDOT and the Texas Transportation Institute which is expected to be incorporated into the TxDOT online Hydraulic Design Manual. In addition, the technical memo will update the project's design criteria. Two 1-hour meetings are assumed for discussion and approval of selected precipitation data/ design criteria.
2. Storm Sewer and Inlet Design
 - (a) Update Geopak Drainage calculations to assess impacts of Atlas 14. Update storm sewer sizes and inlet design. Additional inlets at some locations and increased storm sewer sizes are anticipated.
3. Offsite Hydrology and Major Crossings
 - (a) Recalculate offsite flows to the project using Atlas 14 precipitation data. Update the Upper Brushy Creek Central Model to calculate flows across project and tributary to major crossings. The Upper Brush Creek Main Stem model used for evaluating offsite impacts will not be updated for this effort. Reevaluate cross structure sizes per freeboard criteria. If changes in infrastructure results differ from what is stated below, a supplement amendment will be necessary to address the design changes. Major structures are:
 - (i) Crossing to Dyer Creek south of Forest Creek (Approx. STA 74+50)
 - (ii) Crossing to Dyer Creek south of Forest Creek (Approx. STA 84+00)
 - (iii) Crossing to Dyer Creek between Forest Creek and Gattis School (Approx. STA 93+00)
 - (iv) 48" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 104+00)
 - a) If existing storm sewer is undersized the proposed crossing will be correctly sized. Offsite storm sewer will remain for future improvement project.
 - (v) SH 45 Culvert Extension (Approx. STA 146+50 to STA 139+50)
 - a) Performance of culvert extension will be reevaluated but extension will not be upgraded to larger size.
 - (vi) Crossing of Meister Lane along Gattis School Road to Dyer Creek (Approx. STA 108+00 to 116+00 on Gattis School Road alignment)
 - (vii) Bridge class culvert crossing of Dyer Creek
 - a) Update HEC-RAS Calculations. Culvert will not be upsized.

Anticipated minor structures are (minor structures are anticipated to be connected to the storm sewer system and conveyed to a major structure):

 - (viii) 36" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 97+00)
 - a) If existing storm sewer is undersized the proposed crossing will be correctly sized. Offsite storm sewer will remain for future improvement project.
 - (ix) 48" Outflow pipe for Rolling Ridge Neighborhood (Approx. STA 112+00)
 - a) If existing storm sewer is undersized the proposed crossing will be correctly sized. Offsite storm sewer will remain for future improvement project.
 - (x) Crossing of shallow channel approximately 500-ft south of Gattis School Road (Approx. STA 122+00)
 - (xi) Crossing near the end of Westview Drive (Approx. STA 140+00)
 - (xii) Outflow pipe from development at Northeast corner of SH 45 and Kenney Fort Blvd. (Approx. STA 146+00)
 4. Ditch Design
 - (a) Update roadside ditch calculations to incorporate Atlas 14 precipitation using the Rational Method and updated IDF curves. Reevaluate freeboard criteria, permissible velocities, and shear stresses. Update ditch design or provide erosion protection measures as applicable.
 5. Floodplain Impacts

- (a) Right side Kenney Fort retaining wall will be reevaluated between Sta. 92+00 to 103+00 per increased floodplain map risk associated with Atlas 14 data.
- 6. Drainage Calculation Table Updates
 - (a) The following drainage calculations tables from the 60% PS&E design phase will be updated and expanded as required.
 - Onsite Drainage Calculations (7 Sheets)
 - Culvert Hydraulic Data Sheets / HEC-RAS Calculations (7 Sheets)
- 7. Drainage Report Update
 - (a) Update drainage report with sections discussing new precipitation data, hydrologic approach and analysis, hydraulic approach and analysis, and changes made to the effective Upper Brushy Creek Central Model and Main Stem model. Updates for the Main Stem model will be for information only and will not be used for design.
- 8. Storm Water Detention
 - (a) It is not anticipated that detention facilities will be required based on Atlas 14 updates. The Upper Brush Creek Main Stem will be updated for Atlas 14; however, if analysis determines that detention may provide some benefit a supplement amendment will be required for detention design and analysis.
- 9. Adjust inlets existing inlets on Forest Creek Drive for new right turn lanes
- 10. Evaluate pavement spread on new Forest Creek Drive right turn lanes.
- 11. Update drainage area map, storm sewer design, and hydraulic calculation tables for modified inlet locations
- 12. Adjust existing storm drain inlet and add additional at SH45 EBFR for Pflugerville Kenney Fort Blvd curb-return stub.
- 13. Create additional erosion control sheets for new Forest Creek Drive right turn lanes.
- C. SIGNING & PAVEMENT MARKINGS *(provided by CP&Y)*
 - 1. Small Signing and Pavement Markings
 - (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=50' for Forest Creek Drive. Road signs and markings will be shown all on the same plan sheet. Each sign will have a corresponding number for cross-reference to the sign summaries.
- D. MISCELLANEOUS ROADWAY *(provided by CP&Y, Inc.)*
 - 1. Traffic Control Plan
 - (a) Traffic control typical sections and traffic control plan narrative will be updated to include Forest Creek Drive construction.
 - (b) Traffic control plan sheets (2) will be added to include Forest Creek Drive and shown in one phase, two (2) sheets.
- E. TxDOT Coordination and Local Government Project Procedures (LGPP)
 - 1. The Engineer will complete the additional coordination with TxDOT required due to the project receiving federal funding including LGPP processes.
- F. RIGHT OF WAY COORDINATION
 - 1. Condemnation Hearing Attendance
 - (a) The Engineer attend two (2) right of way condemnation hearings to answer project engineering questions.
 - 2. The Engineer will coordinate with the Right of Way Consultant for the Preparation of Right of Way Exhibits to be used in the Condemnation Hearings for two (2) land parcels. The right of way exhibits will include: Project Overview, Existing Parcel Overviews, Proposed ROW Areas, and Typical Sections.

IV. ADDITIONAL SERVICES

- A. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner
- B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

EXHIBIT C

Kenney Fort Boulevard - Schedule

ID	Task Name	Duration	Start	Finish	2018	2019	2020	2021
1	TxDOT AFA Executed	0 days	Thu 11/1/18	Thu 11/1/18	H1	H2	H1	H2
2	<i>Environmental Documentation</i>	<i>596 days</i>	<i>Fri 11/16/18</i>	<i>Fri 2/26/21</i>	11/1/18 ♦ TxDOT AFA Executed			
3	Submit ENV Scope Document	0 days	Fri 11/16/18	Fri 11/16/18	11/16/18 ♦ Submit ENV Scope Document			
4	Draft EA	400 days	Thu 2/7/19	Wed 8/19/20			Draft EA	
5	Public Hearing	0 days	Tue 12/1/20	Tue 12/1/20			12/1/20 ♦ Public Hearing	
6	Draft FONSI	10 days	Mon 1/4/21	Fri 1/15/21				Draft FONSI
7	Environmental Clearance	0 days	Fri 1/29/21	Fri 1/29/21			1/29/21 ♦ Environmental Clearance	
8	404 Permit	205 days	Mon 5/18/20	Fri 2/26/21				404 Permit
9	<i>Design Phase</i>	<i>587 days</i>	<i>Thu 11/1/18</i>	<i>Fri 1/29/21</i>				
10	TxDOT Schematic Coordination	44 days	Thu 11/1/18	Tue 1/1/19				
11	PS&E Start	0 days	Tue 1/1/19	Tue 1/1/19	1/1/19 ♦ PS&E Start			
12	60% PS&E Plan Development	60 days	Wed 2/6/19	Tue 4/30/19			60% PS&E Plan Development	
13	60% PS&E Submittal	0 days	Tue 4/30/19	Tue 4/30/19	4/30/19 ♦ 60% PS&E Submittal			
14	60% PS&E Review	10 days	Wed 5/1/19	Tue 5/14/19			60% PS&E Review	
15	90% PS&E Plan Development	25 days	Thu 6/11/20	Wed 7/15/20				
16	90% PS&E Submittal	0 days	Thu 7/16/20	Thu 7/16/20			90% PS&E Plan Development	
17	90% PS&E Review	15 days	Fri 7/17/20	Thu 8/6/20			7/16/20 ♦ 90% PS&E Submittal	
18	Final Plan Development	25 days	Fri 8/7/20	Thu 9/10/20			90% PS&E Review	
19	Submit Final Plans	0 days	Fri 1/29/21	Fri 1/29/21				Final Plan Development
20	<i>Construction</i>	<i>380 days</i>	<i>Mon 5/3/21</i>	<i>Fri 10/14/22</i>				1/29/21 ♦ Submit Final Plans
21	Begin Construction	380 days	Mon 5/3/21	Fri 10/14/22				
22	End Construction	0 days	Fri 10/14/22	Fri 10/14/22				

Summary

Task Milestone ♦



ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

EXHIBIT D SUMMARY - SUPPLEMENT 4

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock		
Task Description		Total Cost
<u>TOTAL LABOR COSTS</u>		
I. Surveying Services		
Geotechnical Investigations	CORSAIR	\$ -
Surveying	CP&Y	\$ 28,000.00
<i>I. Surveying Services Subtotal</i>		<i>\$ 28,000.00</i>
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT		
Section 404 Permitting	CP&Y	\$ 28,505.00
<i>II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT Subtotal</i>		<i>\$ 28,505.00</i>
III. PLANS, SPECIFICATIONS AND ESTIMATE		
Utility Adjustments	CP&Y	
Utility Coordination	Cobb Fendley	
Roadway Design Controls	CP&Y	\$ 13,485.00
Drainage & Erosion Control Design	K Friese	\$ 28,765.00
Signing, Markings and Signalization	CP&Y	\$ 1,430.00
Signing, Markings and Signalization - Signals	HDR	\$ -
Miscellaneous Roadway (Section III - D, E & F)	CP&Y	\$ 12,435.00
Miscellaneous Roadway	K Friese	\$ 1,705.00
<i>III. PLANS, SPECIFICATIONS AND ESTIMATE Subtotal</i>		<i>\$ 56,115.00</i>
IV. PROJECT MANAGEMENT		
Project Management (12 months)	CP&Y	\$ -
<i>IV. PROJECT MANAGEMENT Subtotal</i>		<i>\$ -</i>
V. Bid and Construction Phase Services		
Bid Phase	CP&Y	
Construction Phase	CP&Y	
Construction Phase - Drainage	K Friese	
Construction Phase - Signals	HDR	
<i>V. Bid and Construction Phase Services Subtotal</i>		<i>\$ -</i>
SUBTOTAL LABOR EXPENSES		\$ 114,325.00
EXPENSES - CP&Y	CP&Y	\$ 373.50
EXPENSES - HDR	HDR	\$ -
EXPENSES - Rifeline	Rifeline	\$ -
EXPENSES - Verdi	Verdi	\$ -
EXPENSES - Cobb Fendley	Cobb Fendley	\$ -
EXPENSES - K Friese	K Friese	\$ -
GRAND TOTAL		\$ 114,698.50
<u>SUMMARY of Cost breakdown by Firm</u>		
	CP&Y	\$ 84,228.50
	Cobb Fendley	\$ -
	HDR	\$ -
	K Friese	\$ 30,470.00
	Rifeline	\$ -
	Verdi	\$ -
	JAS	\$ -
	Corsair	\$ -

Exhibit D**Kenney Fort Blvd. Additional Survey
FOREST CREEK TO SH 45
City of Round Rock**

Task Description	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs
<i>I. SURVEY SERVICES</i>			
A. SUPPLEMENTAL TOPOGRAPHIC SURVEY		\$ 18,400.00	\$ -
B. ROW DOCUMENTS		\$ 1,600.00	
C. ROW STAKING		\$ 8,000.00	
SUB-TOTAL SURVEY SERVICES	0	\$ 28,000.00	\$ -
<i>II. ADDITIONAL SERVICES</i>			
SUB-TOTAL ADDITIONAL SERVICES		\$ -	\$ -
SUB-TOTAL (SURVEY & ADDITIONAL SERVICES)		\$ 28,000.00	\$ -
GRAND TOTAL (SURVEY & ADDITIONAL SERVICES & EXPENSES)		\$	28,000.00

Exhibit D - Supplement 4

Lump Sum Basis

KENNEY FORT BLVD, SEGMENTS 2 & 3 FOREST CREEK TO SH 45 City of Round Rock											
Fee Schedule/Budget for CP&Y, Inc.											
Task Description	Project Manager	Senior Engineer	Environ Manager	Senior Environ Specialist	Environ Specialist	Senior Architectural Historian	Biologist	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$195.00	\$130.00	\$115.00	\$135.00	\$104.00	\$85.00	\$104.00		
<i>II: SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</i>											
I. Environmental documentation Data Collection	1		4	8			60	8		81	\$ 8,950.00
										81	\$ 8,950.00
II USACE Pre-Construction Notification											
Pre-Application Meeting	2		3	4			2			11	\$ 1,733.00
PCN Preparation	2		4	12	30		25	8	4	85	\$ 9,906.00
Conceptual Mitigation Plan	1	2	2	8	24		24	8		69	\$ 7,916.00
										165	\$ 19,555.00
II - SUBTOTALS											
HOURS SUB-TOT	6	2	13	32	54	0	111	24	4	246	\$ 28,505.00
SUBTOTAL	\$ 1,260.00	\$ 340.00	\$ 2,535.00	\$ 4,160.00	\$ 6,210.00	\$ -	\$ 11,544.00	\$ 2,040.00	\$ 416.00		\$ 28,505.00

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for CP&Y, Inc.

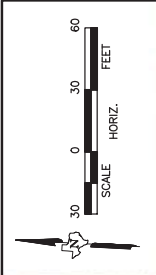
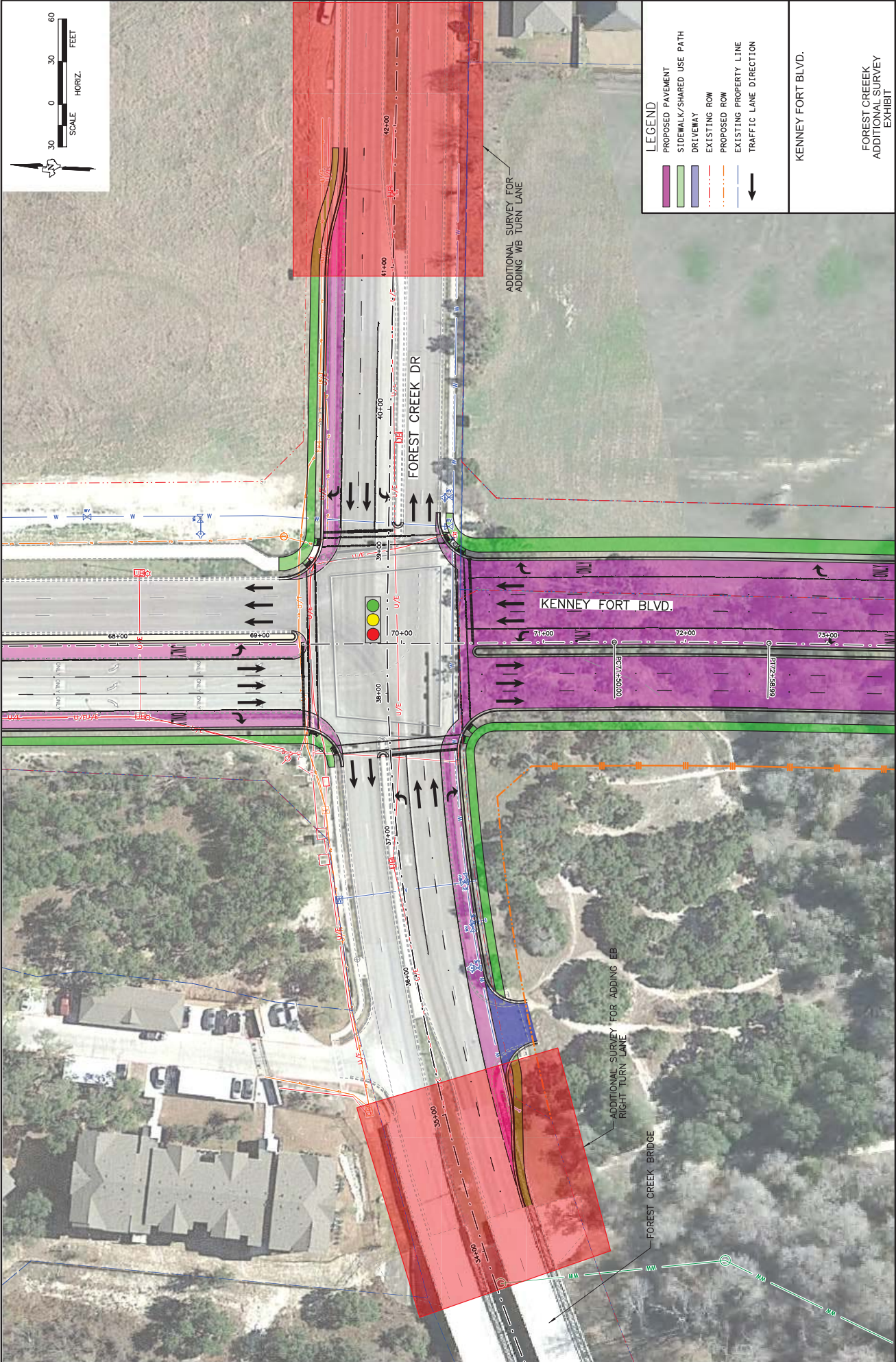
Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Chief Hydrologist	Senior CADD Operator	CADD Operator	GIS Specialist	Total Labor Hours	Total Direct Labor Costs
	\$210.00	\$170.00	\$135.00	\$105.00	\$210.00	\$120.00	\$105.00	\$85.00		
III. PLANS, SPECIFICATIONS AND ESTIMATE										
A Roadway Design Controls										
A1 Roadway Plans & Geometry	-	-	-	-	-	-	-	-		\$ -
a Existing Typical Sections - Forest Creek Drive	-	-	2	-	-	-	2	-	4	\$ 480.00
b Proposed Typical Sections - Forest Creek Drive	-	1	4	-	-	-	1	-	6	\$ 815.00
c Horizontal Data Sheet - Forest Creek Drive	-	-	1	-	-	-	1	-	2	\$ 240.00
e Forest Creek Drive Plan & Profiles (2) - Right Turn Lanes	1	2	-	18	-	4	-	-	25	\$ 2,860.00
g Removal Sheets - Forest Creek Drive & SH45 EBFR (3)	-	1	-	10	-	2	2	-	13	\$ 1,430.00
A2 Grading and Details	-	-	-	-	-	-	-	-		\$ -
a 50-ft Cross Sections - Forest Creek	-	2	-	10	-	-	4	-	16	\$ 1,810.00
A3 Future Pflugerville Kenney Fort Blvd Extension - Schematic	-	-	-	-	-	-	-	-		\$ -
a Conceptual Schematic SH45 to New Meister Lane	1	4	-	18	-	-	8	-	31	\$ 3,620.00
b Intersection layouts 1"=40' - SH45 EBFR	-	2	-	16	-	-	2	-	20	\$ 2,230.00
									117	\$ 13,485.00
B Drainage Design										
a Performed by KFriese	-	-	-	-	-	-	-	-		\$ -
									0	\$ -
C Signing, Markings and Signalization										
D1 a Signing & Pavement Marking Layouts - Forest Creek Dr	-	1	-	10	-	-	2	-	13	\$ 1,430.00
									13	\$ 1,430.00
D Miscellaneous Roadway										
E2 Traffic Control Plan	-	-	-	-	-	-	-	-		\$ -
a TCP Typical - Forest Creek Drive	-	1	-	4	-	-	1	-	6	\$ 695.00
e TCP Plans Sheets (2) - Forest Creek Drive	-	2	-	14	-	-	4	-	20	\$ 2,230.00
									26	\$ 2,925.00
E TxDOT Coordination and Local Government Project Procedures										
E1 TxDOT Coordination for Federal Funding & LGPP	2	14	-	-	-	-	-	-	16	\$ 2,800.00
									16	\$ 2,800.00
F Right of Way Coordination										
F1 Condemnation Meeting	16	-	-	-	-	-	-	-	16	\$ 3,360.00
F2 Right of Way Exhibits & Coordination	3	4	-	-	-	-	-	24	31	\$ 3,350.00
									47	\$ 6,710.00
III. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL										
HOURS SUB-TOTALS	23	34	7	100	0	0	31	24	219	\$ 27,350.00
SUBTOTAL	\$ 4,830.00	\$ 5,780.00	\$ 945.00	\$ 10,500.00	\$ -	\$ -	\$ 3,255.00	\$ 2,040.00		\$ 27,350.00

Exhibit D - K Friese and Associates

**KENNEY FORT BLVD, SEGMENTS 2 & 3
FOREST CREEK TO SH 45
City of Round Rock**

Fee Schedule/Budget for K Friese

Task Description		Project Manager	Senior Engineer	Design Engineer	E.I.T.	Senior CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$190.00	\$160.00	\$110.00	\$100.00	\$85.00	\$60.00		
III. PLANS, SPECIFICATIONS AND ESTIMATE									
C	Drainage Design								
C1	Crossing Structure Hydrology and Hydraulic Analysis								\$ -
a	Data Collection								\$ -
b	Hydrology : External Drainage Area Maps								\$ -
c	Hydraulic Analysis	18.0		2.0	10.0			30	\$ 4,640.00
d	Drainage Report	2.0		2.0	6.0			10	\$ 1,200.00
e	Culvert Layout sheets	6.0		2.0	18.0			26	\$ 3,160.00
f	Culvert Hydraulic Data Sheets	4.0		2.0	12.0			18	\$ 2,180.00
g	Culvert Standards and Details	-							\$ -
C2	Dyer Creek Hydrology and Hydraulic Impact Analysis								\$ -
a	Data Collection Atlas 14 / Drainage Memo	6.0		2.0	4.0			12	\$ 1,760.00
b	Hydrology	6.0		2.0	4.0			12	\$ 1,760.00
c	Hydraulic Analysis	6.0		2.0	12.0			20	\$ 2,560.00
C3	Storm Sewer Design								\$ -
a	Interior Drainage Area Maps	1.0			5.0			6	\$ 690.00
b	Inlet computations	2.0		3.0	6.0			11	\$ 1,310.00
c	Storm sewer hydraulics analysis and sheets	1.5		3.0	6.5			11	\$ 1,265.00
d	Storm sewer plan and profile sheets	12.0		2.0	40.0			54	\$ 6,500.00
e	Ditch hydraulics								\$ -
f	Drainage standards and details								\$ -
g	Trench protection and special shoring								\$ -
C4	SW3P and Erosion Control								\$ -
a	Erosion Control Plans	1		5	10			16	\$ 1,740.00
b	SW3P Plan								\$ -
c	Erosion Control Details								\$ -
								226	\$ 28,765.00
E	Miscellaneous Roadway								
E6	Quantities - Atlas 14 Impacts								\$ -
f	Storm Sewer	1		1	3			5	\$ 505.00
g	Culverts	1			2			3	\$ 295.00
m	SW3P and Erosion Control			1	2			3	\$ 310.00
E7	Summary Sheets - Atlas 14 Impacts								\$ -
f	Storm Sewer	0.5		1	1			3	\$ 305.00
g	Culverts	0.5			0.5			1	\$ 145.00
m	SW3P and Erosion Control	0.5			0.5			1	\$ 145.00
E8	Standards, Specifications and Estimate								\$ -
b	Specifications								\$ -
c	General Notes								\$ -
								15	\$ 1,705.00
III. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL									
HOURS SUB-TOTALS		68	0	30	143	0	0	241	\$ 30,470.00
SUBTOTAL		\$ 12,920.00	\$ -	\$ 3,300.00	\$ 14,250.00	\$ -	\$ -		\$ 30,470.00



- LEGEND**
- PROPOSED PAVEMENT
 - SIDEWALK/SHARED USE PATH
 - DRIVEWAY
 - EXISTING ROW
 - PROPOSED ROW
 - EXISTING PROPERTY LINE
 - TRAFFIC LANE DIRECTION

KENNEY FORT BLVD.

FOREST CREEK
ADDITIONAL SURVEY
EXHIBIT

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.

CP&Y, Inc.
Austin, TX United States

Certificate Number:
2020-634351

Date Filed:
06/19/2020

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.

Kenney Fort Blvd (Segs. 2&3)
Professional engineering services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vergara, Marissa	San Antonio, TX United States	X	
	Boswell, Jeremy	Dallas, TX United States	X	
	Roohms, J.J.	Austin, TX United States	X	
	Hays, David	Dallas, TX United States	X	
	Patel, Pete	Dallas, TX United States	X	
	Chiang, Walter	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Andrew Atlas, and my date of birth is [REDACTED].

My address is 13809 Research Blvd., Ste 300, Austin, TX, 78757, 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 19th day of June, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the Mayor to execute the First Amended Interlocal Agreement between Williamson County and City of Round Rock regarding the University Boulevard (west) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0184

The City and Williamson County agreed to co-operate on a roadway construction project on University Blvd. between IH35 and Sunrise Rd. by Interlocal Agreement (ILA) fully executed on June 26th, 2014. This project is to reconstruct University Blvd. to a 6-lane divided urban facility. It has become necessary to amend the initial time line of the ILA to lengthen the duration to 5 years beyond the fully executed date of this ILA. All other terms and conditions remain in effect.

RESOLUTION NO. R-2020-0184

WHEREAS, the City of Round Rock (“City”) has previously entered into an Interlocal Agreement (“Agreement”) with Williamson County regarding the widening of University Boulevard from IH-35 to Sunrise Road Project, and

WHEREAS, the City and Williamson County wish to amend the Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the First Amended Interlocal Agreement between Williamson County and City of Round Rock Regarding the University Boulevard (west) Project, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

C.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
4. **Amendments.** This First Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
5. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
6. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
7. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
8. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(signatures on the following page)

WILLIAMSON COUNTY

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

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

Attest:

Sarah White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM for the Lake Creek Pump Station Emergency Chlorine Scrubber Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$67,613.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2020-0186

The City of Round Rock operates a potable groundwater well facility located south of downtown Round Rock. This site, referred to as the Lake Creek well site and pump station, uses chlorine gas in its treatment process. The chlorine gas is stored and utilized inside of a chlorine building located onsite.

The Utilities and Environmental Services Department recently completed a risk assessment for the water utility. This risk assessment identified the lack of a chlorine scrubber system at the Lake Creek well site as a potential risk. To mitigate this risk, our department seeks to add a chlorine scrubber system to the existing chlorine building.

A chlorine scrubber system is activated in the event that a chlorine leak is detected inside the chlorine building. When the system is activated, chlorine gas is pulled from the building by the scrubber unit and mixed with a caustic material which neutralizes the gas. The addition of a chlorine scrubber unit will greatly increase operator safety and prevent damage to the Lake Creek well site in the event of a chlorine leak.

The City selected AECOM to provide the engineering services necessary for the addition of a chlorine scrubber system at the Lake Creek well site.

Cost: \$67,613

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2020-0186

WHEREAS, the City of Round Rock desires to retain engineering services for the Lake Creek Pump Station Emergency Chlorine Scrubber Project, and

WHEREAS, AECOM has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with AECOM, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with AECOM for the Lake Creek Pump Station Emergency Chlorine Scrubber Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 9th day of July, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES

FIRM: AECOM ("Engineer")
ADDRESS: 9400 Amberglen Boulevard Building E, Austin, TX 78729
PROJECT: Lake Creek Pump Station Emergency Chlorine Scrubber

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Sixty-Seven Thousand Four Hundred Thirteen and No/100 Dollars, (\$67,413.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7

NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8

PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Juan Martinez
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 341-3332

Mobile Number (512) 567-7146
Fax Number N/A
Email Address jmartinez@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

John Buser
Associate Vice President
9400 Amberglen Boulevard, Building E
Austin, TX 78729
Telephone Number (512) 457-7701
Fax Number N/A
Email Address john.buser@accom.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13

SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by way of policy provision or by endorsement to the policy:

- (a) Each insurance policy required herein shall provide that coverage shall not be canceled except with prior notice to the City of no less than 30 days or 10 days' notice for cancellation due to non-payment of premium, and such notice thereof shall be given to City to:

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

- (b) The policy clause "Other Insurance" shall not cause Engineer's professional liability policy to apply to a covered loss on an excess basis over any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27
COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

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

and to:

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

Engineer:

John Buser
Associate Vice President
9400 Amberglen Boulevard, Building E
Austin, TX 78729

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or

all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

[signature page follows]

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

AECOM

By: John N. Buser
Signature of Principal
Printed Name: John N. Buser

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task.

EXHIBIT B

Engineering Services

PROJECT BACKGROUND

The Lake Creek Pump Station is one of several drinking water facilities owned and operated by the City of Round Rock. The Lake Creek site was the original and primary groundwater well site providing drinking water to the City of Round Rock until the installation of the surface water treatment facility. The Lake Creek Pump Station continues to provide groundwater for drinking water purposes to the City. The facility has a design capacity of 10 Million Gallons per Day (MGD) but its daily flows generally remain between 1 and 2 MGD. The Lake Creek Pump Station utilizes chlorine gas for disinfection of the groundwater, applied at the inlet to the existing ground storage tank, followed by ammonia to produce chloramines for distribution system protection.

While the Lake Creek Pump Station was initially located in a remote area of the city, expanding populations and redevelopment in the downtown area has resulted in continuous encroachment on the pump station. As more facilities, including residential development near the pump station there is a concern about the impact of an accidental chlorine spill at the pump station. AECOM was contacted to assist the City of Round Rock in designing an emergency chlorine gas scrubber to protect the operations staff and surrounding neighborhoods in the event of a chlorine spill.

PROJECT DESCRIPTION

Chlorine gas is currently housed within a wooden framed structure on the Lake Creek Pump Station site. Chlorine gas was originally stored and distributed in an open sided, covered shed that was eventually enclosed to form the current facility. Chlorine gas is stored in 150-lb cylinders within the structure. There are two banks of five cylinders each, one on-line and the other on standby, that are controlled by an automatic switching valve. Cylinder scales monitor the amount of chlorine within each 150-lb container and trigger the automatic switchover when the level in the on-line bank reaches its specified set-point.

Five spare cylinders are stored in the structure, separate from the on-line cylinder banks. When one bank is empty and the automatic switchover occurs, the empty cylinders are replaced with the full spares and reconnected. The existing structure also includes the chlorinators and vacuum venturis that provide the set dosages to the inlet of the on-site groundwater tank and a chlorine leak detector.

The existing building is wood framed, with plywood and siding walls. The roof is a metal roof, original from the initial covered outdoor storage area. In addition to the chlorine storage area and the dosing area, there is a separate, isolated office room where samples are analyzed. This room is equipped with its own window air conditioning unit and has its own door. The door opens to the exterior of the building and not to the chlorine area. However, only the wooden walls separate the office from the chlorine area. Ventilation is provided in the chlorine area and consists of three wall louvers installed just above the ground elevation. The louvers are on the north side of the building and an exhaust fan is installed at ground level on the south side of the room.

During a recent facility vulnerability assessment, it was noted that there was no emergency chlorine gas scrubber to protect operations staff as well as the surrounding neighborhood in the event of a chlorine spill. The City of Round Rock has completed some preliminary investigation into the type, availability, and cost of emergency chlorine gas scrubbers, and now would like to fully implement the design and construction of such a facility at the Lake Creek Pump Station.

BASIS OF DESIGN

The following assumptions have been made when developing the scope of work for this project.

1. The existing chlorine building is structurally adequate and will continue to be used for the storage and distribution of chlorine and the chlorine leak detector is functioning and has the necessary output controls to integrate with a new chlorine gas scrubber.
2. No additional modifications to the building and chlorine system, other than necessary ventilation changes will be required.
3. The Motor Control Center (MCC) providing power to the existing facility is anticipated to have adequate spare size and load capacity to connect the proposed emergency scrubber equipment.
4. No changes in the level of automation/control/instrumentation of the existing chlorine dosing system are anticipated. No significant upgrades to the existing I&C system /network are anticipated, other than the transfer of the required signal from the pump station to the City's top- end control system.
5. Existing survey and geotechnical information will be made available to the design team so no new information will be collected.

SCOPE OF WORK

The following paragraphs define specific tasks associated with the requested services of this Project.

Task 1: Project Management

1. Attend and conduct a project kick-off meeting with the Owner and other appropriate parties to review the scope of the work, identify issues and challenges, and establish the expectations for the project.
2. Attend routine progress meetings with Owner and other appropriate parties to review the progress of the design phases. This task is based on the assumption that two (2) progress meetings will occur. Each meeting will be attended in person, requiring approximately 2 hours per meeting. Meeting minutes will be produced and distributed to the appropriate parties.
3. Prepare and submit monthly invoices and progress reports. The monthly reports will support the monthly billings. Progress Reports shall include a summary description of the tasks completed as of the progress report date and will be submitted with invoices on a monthly basis. This task is based on the assumption that monthly reports will be provided for the duration of the project, with each report requiring approximately 2 hours.

Task 2: Basis of Design

1. Collect and review available, existing data for the disinfection system, the existing building housing the chlorine gas system, any underground piping and conduit, the existing electrical and instrumentation infrastructure, any survey information, and any geotechnical information. Items to review include existing record drawings, operation and maintenance manuals, instrumentation and control information, control narratives, survey information, previous planning studies, available geotechnical investigations, etc. Identify any additional information which may be needed as a result of this review.
2. Calculate the potential release rate of chlorine gas from the existing 150lb cylinders, taking into account the number of cylinders on-line, on-standby, and in storage.
3. Coordinate regulatory requirements, including the need for an internal sprinkler system inside the existing building. It is anticipated additional improvements inside the building will not be included in this project, but the task is for verification of that assumption.

4. Conduct a conference call with the Owner and operations staff to determine the level of automation required in the event of a chlorine spill. Present options for automation alternatives and identify improvement alternatives required to provide the desired level of automation.
5. Determine the anticipated size of the emergency chlorine gas scrubber needed to contain a chlorine gas spill within the building. Identify up to three types of chlorine gas scrubbers that could be used to contain and evacuate the spill and identify a cost for each type.
6. Determine the location of the emergency scrubber using the existing facility site plan, taking care to avoid impacts to existing structures, underground facilities, and limiting operator access. Provide two alternative locations for the scrubber and identify necessary improvements associated with each location.
7. Determine the required structural foundation and/or containment area required to house the emergency scrubber. Evaluation will be based on the available geotechnical information; no new geotechnical data will be collected. Determine the improvements to the existing building required to accommodate the new emergency scrubber, including structural improvements to the building to support the necessary ventilation modifications.
8. Determine the available electrical and I&C infrastructure to provide power and controls to the proposed emergency scrubber.
9. Develop a Basis of Design Memo that identifies the proposed alternatives for the scrubber type, the location on the Lake Creek Pump Station site, the required structural, HVAC, electrical, I&C, and any relocation of existing facilities, and includes an estimate of construction cost for the proposed improvements.
10. Conduct review meeting with Owner to review and receive comments on the Basis of Design Memorandum. Address comments, update memo, and provide a final copy to the Owner.

Task 3: Final Design

1. Develop the final design of the emergency chlorine gas scrubber to evacuate a chlorine spill within the existing storage structure. The current structure consists of wood framing with plywood walls and weatherproof siding. Final design tasks include:
 - a. Complete sizing of the Emergency Chlorine Scrubber
 - b. Complete civil design, locating the scrubber and re-routing any interfering underground facilities.
 - c. Complete structural design of the scrubber foundation and necessary containment
 - d. Complete HVAC design and necessary modifications to the existing building to evacuate the spill.
 - e. Complete electrical design to connect to the existing 480Volt MCC and route new conduit and wire to the proposed scrubber.
 - f. Complete instrumentation and control design to transmit the requested signals to the Owner's top-end control system via telemetry.
2. Develop the 90% Plans showing the proposed improvements required to install the emergency chlorine scrubber and associated civil, structural, electrical, and I&C facilities noted above.
3. Develop the 90% Contract Documents and Technical Specifications for the proposed improvements required to install the emergency chlorine gas scrubber and associated civil, structural, electrical, and I&C facilities noted above. It is understood the Owner's Contract Documents will be used for this project, employing a traditional bid/build arrangement. Also, appropriate Owner technical specifications will be utilized when appropriate and available.
4. Develop the 90% Estimate of Probable Construction Cost.
5. Submit the 90% Plans, Contract Documents, Technical Specifications, and Estimate of Probable Construction Cost to the Owner for review and comment.

6. Conduct a 90% review meeting to obtain, discuss, and address the comments on the review package.
7. Based on Owner comments, update and finalize the 100% Plans, Contract Documents, Technical Specifications, and EOPCC and submit a signed and sealed package to Owner for permit approval and bid purposes. It is understood the permitting review will be conducted by Owner staff associated with the previous reviews, and that the final plans will be used for both permitting and bidding purposes.

Task 4: Bid Phase Services

1. Assist the Owner in advertising the project for Bid. It is understood the Owner utilizes an electronic bid system, CiviCast USA and that all bid documents will be provided to Owner for upload to the site in electronic, Adobe Acrobat (.pdf) format.
2. Attend a pre-bid conference and provide support to the Owner in describing the project and attending a pre-bid site visit with potential contractors.
3. Respond to questions during Bid phase and provide addenda to clarify responses, as needed. It is anticipated email response to questions will be provided to Owner for upload to the electronic bidding site, and that one (1) addendum will be required.
4. Assist the Owner in reviewing, evaluating, and scoring the submitted bids. It is anticipated the contract award will be issued to the lowest cost, acceptable bidding contractor.
5. Prepare conformed construction Plans, Contract Documents, and Technical Specifications, incorporating all addenda and issue to selected construction contractor.

Task 5: Construction Phase Services

1. Prepare for, attend, and conduct a pre-construction conference to discuss the general and specific requirements of the construction contract. Produce meeting minutes for pre-construction conference and distribute to all attendees.
2. Provide general contract administration support during construction phase, including communication with the Owner and Contractor. This support will include the preparation, maintenance, and distribution of an RFI log and Shop Drawing Log. This service will be provided on an average of 1 hours per week for the 4 month duration of the construction project.
3. Attend and conduct monthly progress meetings on-site. This proposal is based on conducting a total of 2 progress meetings for the duration of the construction contract. This service will include the preparation of the meeting agenda and meeting summary minutes. Two (2) hours per meeting for two people are allocated for this task.
4. Perform routine site visits by design personnel to review the progress of work performed by the construction Contractor. This service will be provided based on an average of one (1) man-hour per monthly site visit, conducted following the monthly progress meeting. During these site visits, the Engineer will observe the progress and quality of the executed work, and will determine, in general, if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he/she will not be responsible for the techniques of construction or the safety precautions incident thereto; and he/she will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During these visits to the construction site, and on the basis of the Engineer's on-site observations, he/she will keep the Owner informed of the extent of the progress of the work, and advise the Owner of material and substantial defects and deficiencies in the work of the Contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention during the course of construction.

5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data which the Contractor is required to submit. The review of these submittals will include incorporation of review comments from the Owner. This proposal is based on a total of 10 submittals, with an average of 1.5 submissions per submittal, and requiring about three (3) hours reviewing and processing each submittal.
6. Assist the Owner in issuing necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of, and reasonable inferred from, the Contract Documents. The budget is based on responding to five (5) Requests for Information (RFIs), with each requiring four (4) hours to resolve.
7. Participate in the startup and commissioning of the emergency chlorine gas scrubber and associated HVAC equipment, confirming the operation and control of the system is consistent with the design intent, and functions to the acceptance of the Owner. This proposal is based on an anticipated 1-day operational test. On-site witnessing of start-up and commissioning is anticipated to result in a 6-hour test for the proposed emergency system.
8. Check and review Operation and Maintenance manuals submitted by the Contractor. This proposal is based on a total of two (2) submittals, with an average of 1.5 submissions per submittal, each requiring four (4) hours to review. Following review, the completed Project O&M Manual will be assembled by the Contractor and submitted to the Owner.
9. Conduct with the Owner a substantial completion review of the project and prepare a preliminary punch list of items not in compliance with the Contract Documents.
10. Prepare Record Drawings at the completion to construction. Incorporate as-built information received from the Contractor's red-lined markups and the Owner's on-site representative into the

Record Drawings and submit to the Owner for review. Provide on .pdf version of the final Record Drawings.

SPECIAL SERVICES

The Scope of Services and the budget presented herein do not include the following special services. At such time that it is determined that these services may be required; AECOM will obtain authorization from the City of Round Rock prior to performing any work.

1. Travel and subsistence required of AECOM and authorized by the Owner to points other than local governmental agencies, consultants and project site.
2. Filing, review, permit inspection and other fees assessed by the city, County or State.
3. Expert witness testimony concerning the project or any of its elements.
4. Permitting services, including but not limited to the completion of any permit application for any regulatory agency.
5. Televising, dismantling, or otherwise examining the underground piping/conduit infrastructure to perform a condition assessment.
6. On-site Resident Project Representative Services
7. Construction phase survey control staking, confirmation of benchmarks, or verifications. Performance of any topographic, boundary survey or property boundary research.
8. Construction phase geotechnical or materials testing services. AECOM understands the Owner will contract directly with a licensed testing laboratory when services are needed.
9. Preparation of and processing change orders to the construction contract as determined by the Owner.

10. Review and recommendation of Contractors applications for payment and the accompanying data and schedules.
11. Warranty Phase Services after construction is complete.

SCHEDULE

It is anticipated that the above scope of work for the Emergency Chlorine Scrubber (Tasks 1, 2, 3, and 4) including preliminary engineering, final design, and bid phase will be completed within four (4) months of the authorization to proceed. Task 5, construction phase services will be performed in parallel with the construction contract and will be completed within 4 months of the Contractor's Notice-To-Proceed.

DELIVERABLES

The following deliverables will be submitted within each phase of the work defined below.

1. Monthly Progress Reports and meeting minutes
2. Basis of Design Memorandum
3. Progress sets (90%/100%) of the Plans, Contract Documents, Technical Specifications, and EOPCC
4. Bid evaluation recommendation
5. Record Drawings

COMPENSATION

Compensation for the above Scope of Services is to be on a Time & Materials basis with payment made monthly based on actual hours worked and in accordance with the fee schedule established in Exhibit 1. The project cost of the scope of work has been calculated and is defined in the attached **Exhibit No. 1**. The total compensation for the above Scope of Services is **\$67,413** and will not be exceeded without prior written authorization from the City of Round Rock.

EXHIBIT C

WORK SCHEDULE

The proposed scope of work for the Emergency Chlorine Scrubber (Tasks 1, 2, 3, and 4) including preliminary engineering, final design, and bid phase will be completed within four (4) months of the authorization to proceed. Task 5, construction phase services will be performed in parallel with the construction contract and will be completed within 4 months of the Contractor's Notice-To-Proceed.

EXHIBIT D FEE SCHEDULE

CITY OF ROUND ROCK
LAKE CREEK PUMP STATION: EMERGENCY CHLORINE SCRUBBER

EXHIBIT NO. 1

AECOM Technical Services, Inc.

Labor Classifications Billing Rate	Principal	Project Manager	Sr. Engineer	EIT	CADTech	Admin	
	\$ 280	\$ 225	\$ 190	\$ 90	\$ 125	\$ 85	

LABOR ESTIMATE

Task	Principal	Project Manager	Sr. Engineer	EIT	CADTech	Admin	TOTAL
TASK 1: PROJECT MANAGEMENT							
1 Attend Project Kickoff meeting		2	2				4
2 Attend routine progress meetings (2x)		2	2				4
3 Prepare and submit monthly invoices		8				8	16
TASK 2: BASIS OF DESIGN							
1 Collect and review available, existing data			1	4			5
2 Calculate potential release rate of chlorine gas			1	1			2
3 Coordinate with regulatory agencies			1	4			5
4 Determine level of automation desired		1	1				2
5 Determine the size of emergency scrubber	1			4			7
6 Determine the location of emergency scrubber			2	4			6
7 Determine the structural foundation and containment area required; review structural modifications to the building	1		2	8			11
8 Determine the available electrical and I&C requirements	1		2	4			7
9 Develop Basis of Design Memo	1	1	2	18	6	4	32
10 Conduct review meeting and address comments		2	2			2	6
TASK 3: FINAL DESIGN							
1 Develop final design of emergency scrubber	2	4	28	14	0	0	48
a Complete sizing of scrubber			2	4			6
b Complete civil design		1	2	8			11
c Complete structural design	1		8				9
d Complete HVAC design and modifications to building		1	4	2			7
e Complete electrical design	1	2	8				11
f Complete I&C design			4				4
2 Develop 90% Plans		2	8	8	40		58
3 Develop 90% Contract Docs and Tech Specs	1	1	8	16		16	42
4 Develop 90% EOPCC			4	8			12
5 Submit 90% Package		2	2		2		6
6 Conduct review meeting and address comments		2	2			2	6
7 Submit 100% Bid Package	1	2	2	4	8		17
TASK 4: BID PHASE SERVICES							
1 Assist the Owner in advertising project for bid		1		4			5
2 Attend Pre-bid conference and site visit			4				4
3 Respond to questions; Issue 1 addendum		1	4		4	4	13
4 Assist owner in reviewing received bids	1	1	1				3
5 Prepare conformed construction documents		1	4		4	2	11
TASK 5: CONSTRUCTION PHASE SERVICES							
1 Prepare for and attend Pre-construction conference		2	2			2	6
2 Provide general contract admin services		1	2	13			16
3 Attend and conduct monthly progress meetings			4			4	8
4 Perform monthly site visit			2				2
5 Review samples, shop drawings, etc. (10*1.5)		2	8	35			45
6 Review and respond to RFIs (5x)		5	5	10			20
7 Participate in startup and commissioning			6				6
8 Review O&M manuals (2*1.5)		1	3	8			12
9 Conduct substantial completion inspection and punchlist			4			1	5
10 Produce project Record Drawings	1	4		8	20		33
TOTAL HOURS	10	48	123	175	84	45	485
TOTAL LABOR COSTS	\$2,800	\$10,800	\$23,370	\$15,750	\$10,500	\$3,825	\$67,045

OTHER DIRECT COSTS

ITEM	UNITS	QTY.	RATE	SUBTOTAL	MULT	TOTAL
Printing	LS	1	\$250	\$250	1.05	\$ 263
Courier	EACH	5	\$20	\$100	1.05	\$ 105
Total						\$368

TOTAL FEE ESTIMATE	\$67,413
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EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21		CONTACT NAME: * PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):															
INSURED AECOM AECOM Technical Services, Inc. 9400 Amberglen Blvd. Austin, TX 78729		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : N/A</td><td>N/A</td></tr><tr><td>INSURER B : N/A</td><td>N/A</td></tr><tr><td>INSURER C : Illinois Union Insurance Co</td><td>27960</td></tr><tr><td>INSURER D : N/A</td><td>N/A</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : N/A	N/A	INSURER B : N/A	N/A	INSURER C : Illinois Union Insurance Co	27960	INSURER D : N/A	N/A	INSURER E :		INSURER F :	
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INSURER C : Illinois Union Insurance Co	27960																
INSURER D : N/A	N/A																
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** LOS-002476772-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For RFP/RQ Purposes. Lake Creek Pump Station Emergency Chlorine Scrubber - Design, Bid, and Construction Phase Services associated with the installation of a new emergency chlorine gas scrubber to serve the existing chlorine building for City of Round Rock, TX.

If the insurer for the Professional Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

CERTIFICATE HOLDER

City of Round Rock
Attn: Juan Martinez, Project Manager
Utilities and Environmental Services Department
3400 Sunrise Road
Round Rock, TX 78665

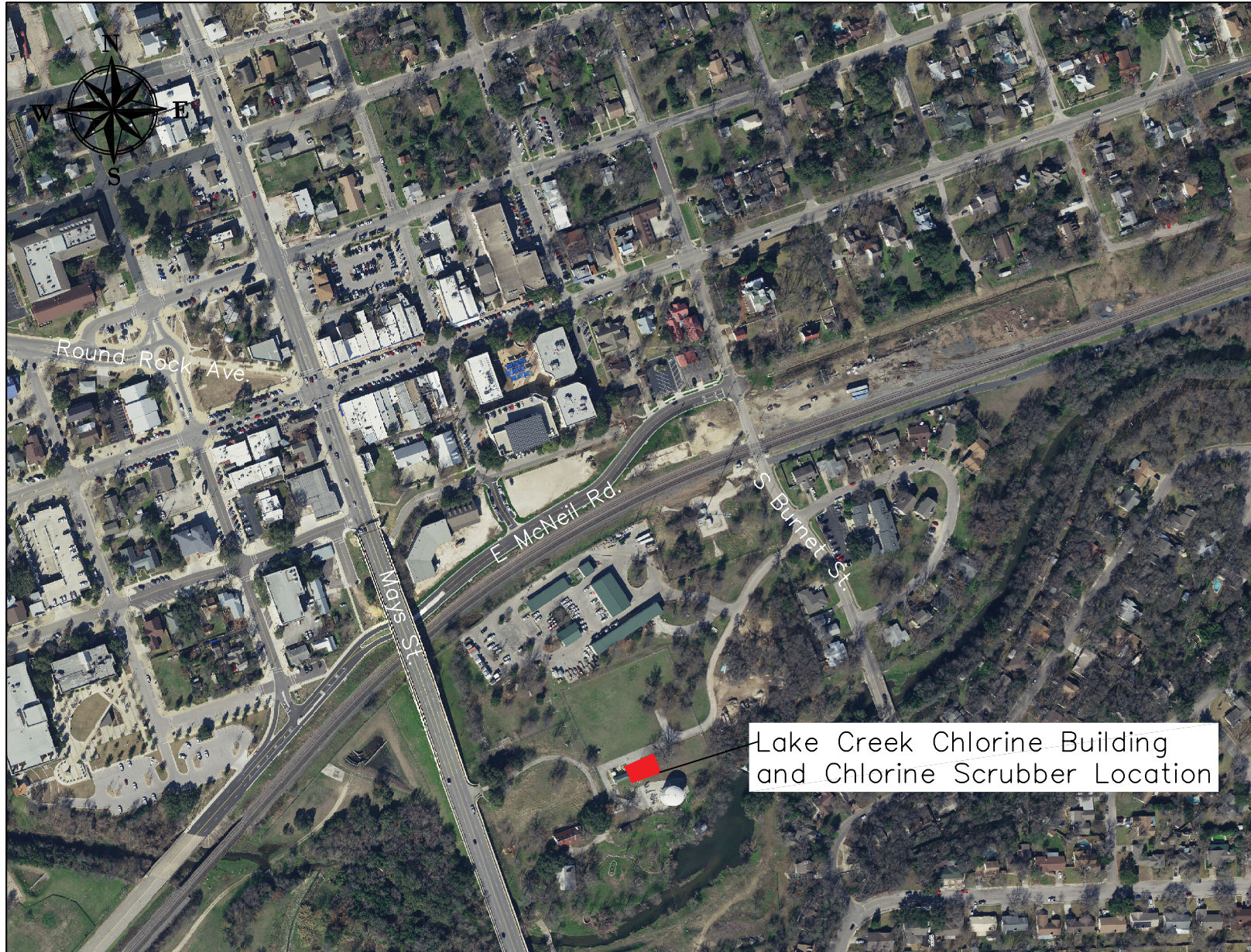
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
James L. Vogel

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Lake Creek Pump Station Emergency Chlorine Scrubber





City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with MLA Geotechnical for construction material testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$500,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0187

The City of Round Rock is managing the Brushy Creek Regional Wastewater System 10 million gallon per day (MGD) East Wastewater Treatment Plant Expansion project. As part of the responsibility of managing the project, the owners contractually pay for all of the construction materials testing services to make sure the contractor is meeting the specifications for the materials being used on the project. Should a quality test or observation fail, the contractor is contractually liable to pay for subsequent testing until a passing test is achieved.

On behalf of the cities of Austin, Cedar Park, and Leander, the City conducted a Request for Qualifications process to select a firm. MLA Geotechnical was selected with the full support of all the partner cities. This item is to approve a contract with MLA Geotechnical to perform the construction materials and observation services based on the costs for testing shown in the proposal and in Exhibit A to the contract.

The not-to-exceed cost for this contract is \$500,000. Although the contract is expected to be completed at a lower cost, the not-to-exceed cost was established to cover unforeseen circumstances.

Cost: \$500,000

Source of Funds: *Regional Wastewater Projects*

RESOLUTION NO. R-2020-0187

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to construction materials testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project; and

WHEREAS, MLA Geotechnical has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with MLA Geotechnical,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Construction Materials Testing Services with MLA Geotechnical, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 9th day of July, 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 FOR
CONSTRUCTION MATERIALS TESTING SERVICES
WITH
MLA GEOTECHNICAL**

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 construction materials testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project (the "Agreement") is made by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and **MLA GEOTECHNICAL**, a division of MLA Labs, Inc., located at 2800 Longhorn Boulevard, Suite 104, Austin, Texas 78758 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for a construction material testing services for the Brushy Creek Regional Wastewater System Plant Expansion Project; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work, estimated to be completed by December 31, 2023.

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

2.01 PROPOSAL FOR SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A," the "Scope of Work," which document is incorporated herein for all purposes. Exhibit "A" includes tests to be completed at the City's request and estimated pricing corresponding to each test.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all testing services requested by the City. Said available testing services and estimated pricing are set forth in 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.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A," and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "A," however, either party may make written requests for changes to the Scope of Work." To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 9.01.

5.01 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "A." which in payment for services and the Scope of Services deliverables as delineated in Exhibit "A." The pricing in Exhibit "A" represents the approximate costs of each testing service. Costs may vary slightly based on factors such as overtime costs and weekend or holiday testing services.

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services hereunder shall not exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)**. 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.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or

- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

11.01 NON-SOLICITATION

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

12.01 CITY'S RESPONSIBILITIES

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

13.01 INDEPENDENT CONTRACTOR STATUS

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

- (1) Consultant has the right to perform services for others during the term hereof.

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

14.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

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

15.01 WARRANTIES

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

16.01 LIMITATION OF LIABILITY

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

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

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

17.01 INDEMNIFICATION

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

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

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

18.01 ASSIGNMENT AND DELEGATION

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

19.01 LOCAL, STATE AND FEDERAL TAXES

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

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

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

21.01 FINANCIAL INTEREST PROHIBITED

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

22.01 DESIGNATION OF REPRESENTATIVES

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

David Freireich, PE
Chief Utility Engineer
Department of Utilities and Environmental Services
3400 Sunrise Road
Round Rock, TX 78665
(512) 671-2756
dfreireich@roundrocktexas.gov

23.01 NOTICES

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

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

Notice to Consultant:

MLA Geotechnical
2800 Longhorn Boulevard, Suite 104
Austin, Texas 78758

Notice to City:

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

AND TO:

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

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

24.01 INSURANCE

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

25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.01 EXCLUSIVE AGREEMENT

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

27.01 DISPUTE RESOLUTION

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

28.01 SEVERABILITY

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

29.01 STANDARD OF CARE

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

30.01 GRATUITIES AND BRIBES

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

31.01 RIGHT TO ASSURANCE

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

32.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[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: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

MLA Geotechnical

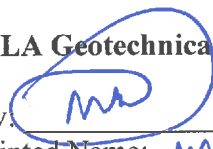
By:  _____
Printed Name: MATTY WESTON
Title: VICE PRESIDENT
Date Signed: 6-17-20

Exhibit "A"

Page 1 of 2

UNIT RATE FEE ESTIMATE – New Construction Materials Testing BCRWWS Plant Expansion Round Rock, Texas

<u>Description of Testing and Inspections</u>	<u>Estimated Quantity</u>	<u>Unit Rate</u>	<u>Amount</u>
Laboratory Testing of Soils			
Moisture Density Relationship (ASTM D 698, TEX 113E)	20	\$195.00	\$3,900.00
Atterberg Limits	20	\$65.00	\$1,300.00
Gradations	20	\$40.00	\$800.00
Proctor Pick-Up Report	20	\$0.00	\$0.00
Technician Time	21	\$41.00	\$861.00
Report Review	60	\$25.00	\$1,500.00
Trip Charge	7	\$10.00	\$70.00
		Subtotal	\$8,431.00
Moisture Density Field Testing			
Field Density Tests	500	\$16.00	\$8,000.00
Proof Rolling Observation	4	\$0.00	\$0.00
Daily Observation Report	4	\$0.00	\$0.00
Technician Time	261	\$41.00	\$10,701.00
Report Review	87	\$25.00	\$2,175.00
Trip Charge	87	\$10.00	\$870.00
Subgrade Investigation	4	\$725.00	\$2,900.00
		Subtotal	\$24,646.00
Hot Mix Asphaltic Concrete Testing			
Asphalt Coring	12	\$75.00	\$900.00
Asphalt Extraction with Gradation	12	\$200.00	\$2,400.00
Density Determination of Core Samples	12	\$45.00	\$540.00
HMAC Bulk Sample Pick-Up	12	\$0.00	\$0.00
Equipment Charge	6	\$75.00	\$450.00
Hveem Stability Specimens	12	\$45.00	\$540.00
Rice Specific Gravity	12	\$45.00	\$540.00
Molding Specimens	12	\$45.00	\$540.00
Technician Time	36	\$41.00	\$1,476.00
Report Review	50	\$25.00	\$1,250.00
Trip Charge	6	\$10.00	\$60.00
		Subtotal	\$8,696.00

Exhibit "A"

Page 2 of 2

Concrete Inspection

Concrete Cylinders for Compressive Strength Testing	600	\$20.00	\$12,000.00
Air Content Test	200	\$20.00	\$4,000.00
Cylinder Pick-Up Report	200	\$45.00	\$9,000.00
Technician Time	800	\$41.00	\$32,800.00
Report Review	400	\$25.00	\$10,000.00
Trip Charge	400	\$10.00	\$4,000.00
		Subtotal	\$71,800.00

Hourly fees are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7am and after 5pm on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays.

Upon your acceptance of this agreement, we recommend a meeting with the general contractor and you, the client, to discuss the anticipated construction schedule, areas of potential testing efficiencies and savings, and construction sequencing to refine this budget.

Client Initials: _____

Exhibit "A"



Category	Test Name	Price
Concrete Inspection	ADA Ramp	\$20.00
	Adhesive Anchor Uplift Resistance	\$100.00
	Concrete Cores for Compressive Strength Testing	\$250.00
	Concrete Permeability Flow Test	\$50.00
	Flexural Beams	\$60.00
	Floor Flatness/Floor Levelness	\$400.00
	Indoor Horizontal Coring	\$1,100.00
	Outdoor Horizontal Coring	\$700.00
	Pool Coring	\$700.00
	Ram Calibration	\$100.00
	Roller Compacted Concrete Inspection Per Day	\$450.00
	Swiss Hammer Test	\$60.00
	Unit Weight	\$20.00
	Vapor Emission Test	\$50.00
	Windsor Probe	\$250.00
Drain Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
EIFS Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Firestop Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Framing Inspection	Draftstop Inspection	\$41.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Geomembrane Pond Liner Observation	Report Review	\$25.00
	Technician Time	\$41.00
	Technician Time (Day)	\$450.00
	Trip Charge	\$10.00

Exhibit "A"

Gunite Inspection	Equipment Rental	\$75.00
	Gunite Cores	\$83.33
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Hot Mix Asphaltic Concrete Testing	6" Coring for In-Place Density	\$60.00
	HMAC Permeability Flow Test	\$50.00
	Nuclear Field Densities	\$16.00
Insulation Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Laboratory Testing of Soils	Lime Series	\$450.00
	Material Qualification	\$125.00
	Organic Matter Determination	\$100.00
	Permeability	\$450.00
	ph Test	\$25.00
	Pond Qualifiers	\$100.00
	Sulfates	\$100.00
	USDA Triangle	\$250.00
Lot Fill Testing	Atterberg Limits	\$65.00
	Daily Observation Reports	\$0.00
	Moisture Conditioned Density Testing-Lots	\$16.00
	Proof Rolling Observation	\$0.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Technician Time (Per Day)	\$515.00
	Test Pits	\$85.00
	Vapor Emission Test	\$250.00
Moisture Density Field Testing	Amoozemeter	\$450.00
	Base Depth Check	\$60.00
	Base Depth Check Probe Method	\$10.00
	Clay Cap	\$16.00
	Lime Depth Check Probe Method	\$10.00
	Lime Gradations	\$50.00
	Moisture Content	\$10.00
	Subgrade Investigation	\$725.00
Mortar and Grout Inspection	Full-Time Masonry Inspection	\$450.00
	Masonry Grout Samples for Compressive Strength	\$20.00
	Masonry Mortar Cubes for Compressive Strength Testing	\$20.00
	Masonry Prisms	\$450.00

Exhibit "A"

	Report Review	\$25.00
	Sample Pick-Up	\$45.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Pier Inspection	Concrete Cylinders	\$20.00
	Cylinder Pick-up Report	\$45.00
	Drilled Pier Shaft Inspection (Per Day)	\$450.00
	Pile Observation (Per Day)	\$450.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Pond Liner Observation	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Reinforcing Steel Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Sheathing Inspection	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Sprayed Fire Resistive Material	Dry Density	\$50.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
Structural Steel Inspection	Magnetic Particle Inspection	\$85.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00
	Ultrasonic Inspection	\$75.00
	Visual Inspection	\$70.00
	Visual Weld and Bolt Torque Inspection	\$70.00
Wall Inspection	All Day Wall Inspection	\$695.00
	Report Review	\$25.00
	Technician Time	\$41.00
	Trip Charge	\$10.00

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

Certificate Number:
2020-635806

Date Filed:
06/23/2020

Date Acknowledged:

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

MLA Geotechnical, A Division of MLA Labs, Inc.
Austin, TX United States

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

City of Round Rock

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

000000 BCRWWS Plant Expansion
Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Elliott, Christopher	Round Rock, TX United States	X	
	Weston, Matthew	Austin, TX United States	X	
	Weston, Timothy	Round Rock, TX United States	X	
	Powers, James	Dripping Springs, TX United States	X	
	Lytton, Dr., Robert	Bryan, TX United States	X	
	Conner, James	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Ashley Brogden, and my date of birth is [REDACTED]

My address is 8701 W Parmer Lane #13224 Austin TX 78729 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 23 day of June, 2020.
(month) (year)

Ashley Brogden

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance amending Chapter 44, Sections 44-149 and 44-151, Code of Ordinances (2018 Edition), regarding environmental services fees. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Michael Thane, Director of Utilities and Environmental Services Department

Cost:

Indexes:

Attachments: Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2020-0188

The City of Round Rock Environmental Services Division implements the City's surcharge program to reduce excess amounts of solids and oxygen demanding substances from entering the wastewater system. The City requires all industries and businesses that discharge high-strength wastewater to pay an additional fee to recover the additional costs for treating those wastes. To test for high strength wastewater, the City's laboratory performs Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) testing. Semi-annually, the surcharge program conducts wastewater sampling and testing on businesses wastewater discharge.

The City currently analyzes the wastewater at the City's in-house laboratory for BOD and TSS. The laboratory would like to start testing for Chemical Oxygen Demand (COD) instead of BOD to save on man hours and increase testing capability. In addition, the COD test takes a few hours to run compared to BOD which takes five days to complete. By switching to COD, we will cut the analysis time in half, therefore doubling our testing capacity. The cost savings will be twelve dollars per sample by performing COD over BOD.

When running COD and BOD on a wastewater sample, the COD is 2.1 times higher than BOD. Therefore, the surcharge rate for COD needs to be 2.1 times lower than BOD to keep the surcharge cost in the same range for businesses.

The ordinance currently only applies surcharges to businesses that we can sample. However, due to site characteristics, sampling at certain sites is not possible.

The current fee for cost of analysis needs to be increased to account for increased testing

costs, as well as the sampling fee for wastewater discharge. The cost of the analysis fee hasn't been increased since the inception of the surcharge program.

A few items in the City of Round Rock Ordinance Article VI-Environmental Services Fees need to be modified as follows:

- For users whose non domestic sewage that has not been sampled or cannot be sampled due to site characteristics, a sewer surcharge will be applied based on quality data for similar Industry per Standard Industrial Classification (SIC) codes.
- For businesses to not see an increase in surcharge amount, the COD surcharge needs to decrease from \$0.477 per pound to \$0.227 per pound.
- The period of surcharge needs to be changed from six months to 12 months to allow enough time for sampling and testing of every business. If analyses for TSS and/or BOD/COD shows that a surcharge is applicable, the surcharge shall be applied to the monthly water bill for a period of one year.
- The cost of analyses should be increased from \$50.00 to \$100.00 to cover testing cost and labor.
- If a user requests a re-sampling event, the user shall pay all related re-sampling fees. The results from the re-sampling event shall be averaged with the results from the original sampling event to obtain a final surcharge value.
- A chemical oxygen demand (COD) fee of \$20.00 per sample will be added to the ordinance.
- The surcharge re-sampling fee for wastewater discharge should be increased from \$75.00 to \$100.00 per sample to cover sampling labor costs.

ORDINANCE NO. O-2020-0188

AN ORDINANCE AMENDING CHAPTER 44, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, BY AMENDING SECTION 44-149 AND SECTION 44-151 REGARDING ENVIRONMENTAL SERVICES FEES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 44, Section 44-149(d) of the Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-149. - Wastewater discharge permit applications and surcharge.

(d) *Surcharge for higher concentrations.* Users shall be assessed a sewer surcharge for nondomestic sewage that contains concentrations of TSS and BOD/COD higher than those defined for domestic sewage herein. The surcharge shall be in addition to any other sewer charges required by other city ordinances. If a user has more than one nondomestic outfall identified in a permit, the surcharge shall be applicable to the daily average total of all nondomestic discharges and not the individual nondomestic discharges. In the event that a user has nondomestic sewage that has either not been sampled, or cannot be sampled due to site characteristics, a sewer surcharge will be charged based on quality data per Standard Industrial Classification (SIC) codes.

(1) *When surcharge shall be applied.* A user shall be subject to a surcharge when its nondomestic discharge daily average total:

- a. Exceeds a TSS concentration of 250 mg/l; and/or
- b. Exceeds a BOD concentration of 250 mg/l; or
- c. Exceeds a COD concentration of 450 mg/l.

(2) *+Computation of surcharge.* The city shall sample for both TSS and either BOD or COD. Computations of surcharges shall be based on the formulas below and for those concentrations that exceed the levels set forth in subsection (d)(1) of this section, the surcharge shall be applied to that excess. The surcharges for individual TSS and BOD/COD are additive.

BOD surcharge	$S_{BOD} = V \times 8.34 (A[BOD - 250])$
TSS surcharge	$S_{TSS} = V \times 8.34 (B[TSS - 250])$
COD surcharge	$S_{COD} = V \times 8.34 (C[COD - 450])$

S	-	Sum of surcharges in dollars that will appear on the user's monthly bill.
V	-	Monthly average volume of nondomestic discharge in millions of gallons whichever is the least of the following volumes: (1) total monthly water consumption during the billing period, (2) the average water consumption for the billing periods of December, January and February of each fiscal year, or (3) the total estimated or measured nondomestic discharge as determined by methods specified in the user's permit.

8.34	-	Conversion factor for units of measure in surcharge equations.
A	-	\$0.477 per pound of BOD
B	-	\$0.477 per pound of TSS
C	-	\$0.477 <u>0.227</u> per pound of COD
BOD	-	Biological Oxygen Demand concentration in mg/l. For more than one nondomestic discharge, this shall be the flow-weighted concentration.
TSS	-	Total Suspended Solids concentration mg/l. For more than one nondomestic discharge, this shall be the flow-weighted concentration.
COD	-	Chemical Oxygen Demand concentration in mg/l. For more than one nondomestic discharge, this shall be the flow-weighted concentration.
250	-	Normal daily average domestic BOD and TSS concentration in mg/l.
450	-	Normal daily average domestic COD in mg/l.

- (3) *Application of surcharge.* Surcharge will apply directly to the water meter customer assigned to the discharging user.
- (4) *Sampling and analysis.* The wastewater discharge sampling event consists of a 24-hour composite sample taken by automatic sampler. The scheduling of the sampling is subject to approval and availability of the appropriate public works personnel. The city shall sample for TSS, and either BOD or COD. The time of sampling shall be at the sole discretion of the control authority. The control authority may select an independent contractor to conduct the sampling and/or analyses.
- (5) *Sampling/control point.* The user shall provide and the control authority shall designate a sampling/control point for the purpose of sampling. The location and design of the control point shall be approved by the control authority.
This sampling point shall be free of impediments and easily accessible by city personnel.
- (6) *Period of surcharge.* If analyses for TSS and/or BOD/COD shows that a surcharge is applicable, the surcharge shall be applied to the monthly water bill for a period of ~~six~~ twelve months.
- (7) *Costs of analyses.* When analyses show that a surcharge shall be applied, a fee of ~~\$50.00~~ \$100 shall be added to a user's bill to cover the sampling, handling, and laboratory analyses. When analyses show that a surcharge shall not be applied, then this fee shall not be added to the user's bill.
- (8) ~~*Contested charges.* User must contest any/all charges within 14 days of issuance of surcharge notification.~~ *Resampling.* The user may request that its discharge be resampled for a fee of \$100. The results from the resampling shall be averaged with the results from the previous sampling to obtain the final surcharge value. The final surcharge shall be applied for a period of twelve months from the resampling date.

1 II.

2 That Chapter 44, Section 44-151(c) and (d) of the Code of Ordinances (2018
3 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

4 **Sec. 44-151. - Analytical fees, sampling fees, and instrument inspection fees.**

5
6 (c) *Analytical fees.*

7 (1) *Analytical fees for water/wastewater.* Fees for analytical tests are as follows:

Biochemical Oxygen Demand (BOD)	\$20.00 per sample
Total Suspended Solids (TSS)	\$20.00 per sample
Carbonaceous Biochemical Oxygen Demand (CBOD)	\$20.00 per sample
<u>Chemical Oxygen Demand (COD)</u>	<u>\$20.00 per sample</u>
Hardness	\$10.00 per sample
Alkalinity	\$10.00 per sample
Turbidity	\$10.00 per sample
Chlorine	\$10.00 per sample
pH	\$10.00 per sample
Total Dissolved Solids (TDS)	\$20.00 per sample

8
9 (2) *Water bacteriological fees.*

24 hour Present/Absence Test for Total Coliform/E. Coli	\$20.00 per sample
18 hour Presence/Absence Test for Total Coliform/E. Coli	\$25.00 per sample
24 hour Enumeration Test For Total Coliform/E. Coli	\$25.00 per sample
18 hour Enumeration Test for Total Coliform/E. Coli	\$30.00 per sample
Heterotrophic Plate Count (HPC)	\$15.00 per sample
After Hours Presence/Absence Test for Total Coliform/E. Coli (24 hour or 18 hour)	\$50.00
After Hours Enumeration Test for Total Coliform/E. Coli (24 hour or 18 hour)	\$50.00

10 The above-stated fees include reporting to the appropriate state agencies when required.

11
12 (d) *Sampling fees.*

- 13 (1) The sampling or re-sampling fee for wastewater discharge is ~~\$75.00~~100.00 per sampling event.
- 14 (2) The wastewater discharge sampling event consists of a 24-hour composite sample taken by
15 automatic sampler. The scheduling of this service is subject to approval and availability of the
16 appropriate public works personnel.
- 17

1 **III.**

2
3 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
4 expressly repealed.

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

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

13 Alternative 1.

14 By motion duly made, seconded and passed with an affirmative vote of all the
15 Council members present, the requirement for reading this ordinance on two separate
16 days was dispensed with.

17
18 **READ, PASSED, and ADOPTED** on first reading this ____ day of
19 _____, 2020.

20
21 Alternative 2.

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

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

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.071 Government Code, related to consultation with City Attorney regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.

Type: Executive Session

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1683



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider possible action relative to Executive Session regarding legal issues with calling the 2020 General and Special elections postponed from May 2, 2020.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 7/9/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-1712