



# 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  
Michelle Ly, Council Member-Elect, Place 1  
Frank Ortega, Council Member-Elect, Place 4

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Thursday, December 3, 2020

6:00 PM

City Council Chambers, 221 East Main St.

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#### **SPECIAL NOTE:**

*Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be 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 COVID-19.*

*Some Council Members will be present in the City Council chambers while others may attend via Zoom video conferencing. Members of the public are able to speak during Citizen Communication and public hearings by attending the meeting in person in the City Council chambers, however those members of the public that do not want to attend the meeting in person are able to speak via videoconferencing.*

*This meeting is also viewable live online at [www.roundrocktexas.gov/tv](http://www.roundrocktexas.gov/tv), and on Spectrum Channel 10 and U-Verse Channel 99.*

- A. CALL MEETING TO ORDER
- B. ROLL CALL
- C. PLEDGES OF ALLEGIANCE
- D. FAREWELL TO OUTGOING COUNCIL MEMBERS

**E. ADMINISTRATION OF OATH OF OFFICE**

- E.1 [Administration of the oath of office to the newly elected Council Member for Place 1.](#)
- E.2 [Administration of the oath of office to the newly elected Council Member for Place 4.](#)
- E.3 [Administration of the oath of office to the newly elected Mayor.](#)

**F. 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 per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.*

**G. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:**

- G.1 [Consider a presentation recognizing the winners of the "Imagine a Day without Water" poster contest.](#)

**H. RESOLUTIONS:**

- H.1 [Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 2 to the City of Round Rock Agreement for periodic codification services with Municipal Code Corporation dba Municode.](#)
- H.2 [Consider a resolution authorizing the Mayor to execute an Agreement with Environmental Systems Research Institute, Inc. \(ESRI\) for the purchase of Geospatial Software Licensing.](#)
- H.3 [Consider a resolution authorizing the renewal of the Stop Loss Insurance Coverage Agreement with Aetna for the period of January 1, 2021 through December 31, 2021.](#)
- H.4 [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the FM 1460/AW Grimes Boulevard Northbound Right Turn Lanes at Old Settlers Boulevard and Chandler Creek Boulevard Project.](#)
- H.5 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 5 with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.](#)
- H.6 [Consider a resolution approving an updated investment policy and strategy for the investment of City funds.](#)
- H.7 [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended September 30, 2020.](#)
- H.8 [Consider a resolution authorizing the Mayor to execute an Engagement Letter with Herrera Law & Associates, PLLC for legal services regarding wholesale rate cases.](#)
- H.9 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raftelis Financial Consultants, Inc. for expert witness/litigation services regarding wholesale rate cases.](#)
- H.10 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raftelis Financial Consultants, Inc. for a Fiscal Year 2021 rate study update.](#)

H.11 [Consider a resolution authorizing the Mayor to execute an Agreement with Williamson County regarding relocation of a 10-inch City wastewater line along Hairy Man Road.](#)

H.12 [Consider a resolution authorizing the Mayor to execute the Second Amendment to the First Amended and Restated Wholesale Collection and Treatment Agreement with R&R Mobile Joint Venture.](#)

**I. ORDINANCES:**

I.1 [Consider an ordinance amending Chapter 22, Code of Ordinances \(2018 Edition\), regarding municipal court fines and fees. \(First Reading\)\(Requires Two Readings\)](#)

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

**K. ADJOURNMENT**

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

*§551.071 Consultation with Attorney*

*§551.072 Deliberations regarding Real Property*

*§551.073 Deliberations regarding Gifts and Donations*

*§551.074 Personnel Matters*

*§551.076 Deliberations regarding Security Devices*

*§551.087 Deliberations regarding Economic Development Negotiations*

**POSTING CERTIFICATION**

*I certify that this notice of the Round Rock City Council Meeting was posted on the 25th day of November 2020 at 5:00 PM 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**

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**Title:** Administration of the oath of office to the newly elected Council Member for Place 1.

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-2171**





# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**Title:** Administration of the oath of office to the newly elected Council Member for Place 4.

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-2172**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.3**

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**Title:** Administration of the oath of office to the newly elected Mayor.

**Type:** Oath of Office

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File TMP-2173**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider a presentation recognizing the winners of the "Imagine a Day without Water" poster contest.

**Type:** City Council Presentation

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:**

**Indexes:**

**Attachments:**

**Department:** Utilities and Environmental Services

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**Text of Legislative File TMP-2189**



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 2 to the City of Round Rock Agreement for periodic codification services with Municipal Code Corporation dba Municode.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** City Clerk's Office

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### Text of Legislative File 2020-0350

This is the second of two one-year renewals with Municode for the codification of our Code of Ordinances. The original agreement was done in 2014, the first extension done in 2019 and now this second one will be good until December 4, 2021.

This extension is for time only, all pricing from the 2014 agreement remains in effect.

**RESOLUTION NO. R-2020-0350**

**WHEREAS**, the City of Round Rock has previously entered into an Agreement for Periodic Codification Services with Municipal Code Corporation dba Municode (“Agreement”); and

**WHEREAS**, it has become necessary to extend the term of the Agreement for the second and final of two (2) allowable consecutive twelve (12) month renewal terms; and

**WHEREAS**, the City Council desires to renew said Agreement with Municipal Code Corporation dba Municode, 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 Term Renewal Agreement No. 2 to “City of Round Rock Agreement for Periodic Codification Services with Municipal Code Corporation dba Municode,” 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 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT****"A"**

**TERM RENEWAL AGREEMENT NO. 2  
TO "CITY OF ROUND ROCK AGREEMENT FOR  
PERIODIC CODIFICATION SERVICES WITH  
MUNICIPAL CODE CORPORATION DBA MUNICODE"**

<b>CITY OF ROUND ROCK</b>	)	
	)	
<b>STATE OF TEXAS</b>	)	<b>KNOW ALL BY THESE PRESENTS:</b>
	)	
<b>COUNTY OF WILLIAMSON</b>	)	
<b>COUNTY OF TRAVIS</b>	)	

This Term Renewal Agreement No. 2 to "City of Round Rock Agreement for Periodic Codification Services with Municipal Code Corporation dba Municode," hereinafter called the "Renewal Agreement," is made by and between the City of Round Rock, Texas, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called "City," and Municipal Code Corporation, hereinafter called "MCC," whose address is P.O. Box 17705, Sugar Land, Texas 77496.

**WHEREAS**, City and MCC previously executed the referenced "Agreement for Periodic Codification Services," hereinafter called the "Agreement," on December 4, 2014 by Resolution No. R-2014-2057; and

**WHEREAS**, pursuant to Section 2.01 of the Agreement, the initial term of the Agreement was for sixty (60) months with two (2) allowable successive twelve (12) month renewal periods from the effective date of the Agreement; and

**WHEREAS**, the initial term of the Agreement expired on December 4, 2019; and

**WHEREAS**, the parties previously extended the term of the Agreement for the first of the two (2) allowable consecutive twelve (12) month renewal terms; and

**WHEREAS**, the parties desire to extend the term of the Agreement for the second and final of two (2) allowable consecutive twelve (12) month renewal terms;

**NOW THEREFORE**, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Renewal Agreement, the City and MCC agree as follows:

**I.**

Pursuant to Section 2.01(B) of the Agreement, the term of the Agreement is renewed for the second and final allowable twelve (12) month renewal period. The twelve (12) month renewal term shall commence upon expiration of the first renewal term of the Agreement.

**II.**

This Renewal Agreement embodies the second and final of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and MCC have executed this Renewal Agreement to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**MUNICIPAL CODE CORPORATION**

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

# 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.**

Municipal Code Corporation  
Tallahassee, FL United States

**Certificate Number:**  
2020-691907

**Date Filed:**  
11/19/2020

**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

**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  
Codification, Supplementation, Website Hosting, and Other Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Langford, A. Lawton	Tallahassee, FL United States	X	
	Watkins, J. Ben	Tallahassee, FL United States	X	
	Grant, Harold	Tallahassee, FL United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is Blaine G. Click, and my date of birth is                     .

My address is 6031 Quial Ridge Drive, Tallahassee, FL, 32312, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Leon County, State of Florida, on the 19th day of November, 2020.  
(month) (year)

*Blaine Click*

Signature of authorized agent of contracting business entity  
(Declarant)





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.2

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Environmental Systems Research Institute, Inc. (ESRI) for the purchase of Geospatial Software Licensing.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Heath Douglas, CIO

**Cost:** \$475,350.00

**Indexes:** General & Utility Funds

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Information Technology

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### **Text of Legislative File 2020-0347**

This is a 3-year Enterprise Software License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Geographic Information Systems (GIS) software and support. This agreement provides unlimited use of ESRI software, tier 1 support, conference registrations, and on-line training. This software is critical for the City's online and offline mapping needs, as well as the TRAKiT permitting and project tracking system, public safety computer aided dispatch, and the CityWorks asset management and work order system.

The ESRI Advantage program has been newly added to this agreement which provides us with a dedicated technical advisor from ESRI as well as additional credit hours each year to better support upcoming projects that will help us modernize our GIS.

**Cost:** \$475,350.00 (\$158,450 per year)

**Source of Funds:** General and Utility Fund

**RESOLUTION NO. R-2020-0347**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase geospatial software enterprising licenses; and

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

**WHEREAS**, Environmental System Research Institute, Inc. (“ESRI”) is the sole source provider of these software licenses; and

**WHEREAS**, the City desires to enter into an Agreement with ESRI to purchase said geospatial software enterprising licenses, 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 with Environmental Systems Research Institute, Inc., a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF  
GEOSPATIAL SOFTWARE ENTERPRISING LICENSES  
WITH  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

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

**THAT THIS AGREEMENT** for the purchase of geospatial software enterprising licenses, 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 **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("Esri")**, whose offices are located at 380 New York Street, Redlands, California 92373 (referred to herein as "Vendor"), collectively the parties to the Agreement (referred to herein as "Parties").

**RECITALS:**

**WHEREAS**, City desires to purchase certain geospatial software enterprising licenses, and City desires to procure same from Vendor; and

**WHEREAS**, expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

**WHEREAS**, the City has determined that Vendor is a sole source provider for these goods and services; and

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

**NOW, THEREFORE, WITNESSETH:**

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

## **1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide said goods and/or 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. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means Environmental Systems Research Institute, Inc. ("ESRI"), 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. The term of this Agreement shall be for thirty-six (36) months commencing December 20, 2020. The existing agreement between the parties shall remain in effect until the commencement of the term.

## **3.01 CONTRACT DOCUMENTS**

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" ("Small Municipal and County Government Enterprise License Agreement"), incorporated herein by reference for all purposes, and, together with this Agreement, comprise the Contract Documents.

## **4.01 COSTS**

The City shall be authorized to pay the Vendor an amount not-to-exceed **Four Hundred Seventy-Five Thousand Three Hundred Fifty and No/100 Dollars (\$475,350.00)** for the term of this Agreement.

## **5.01 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.

#### **6.01 COMPLIANCE WITH CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE**

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.

[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

**Environmental Systems Research  
Institute, Inc. (Esri)**

By: Chris Johnson  
Printed Name Chris Johnson  
Title: Manager, Comm'l & Gov't Contracts  
Date Signed: Nov 9, 2020

**Exhibit "A"**

**Small Municipal and County Government Enterprise License Agreement**



August 27, 2020

Nathan Smith  
City of Round Rock  
221 E Main St  
Round Rock, TX 78664-5271

Dear Nathan,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.



- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Phillip White

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Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

## Quotation # Q-423027

Date: September 21, 2020

Customer # 9643 Contract # 00290471.0

City of Round Rock  
Information Technology  
221 E Main St  
Round Rock, TX 78664-5271

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
Quote is valid from: 8/27/2020 To: 11/25/2020

ATTENTION: Nathan Smith  
PHONE: 5122185423  
EMAIL: nsmith@roundrocktexas.gov

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$57,500.00	\$57,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 2	\$57,500.00	\$57,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 3	\$57,500.00	\$57,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168442	1	Year 1	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
168442	1	Year 2	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
168442	1	Year 3	\$8,000.00	\$8,000.00
ArcGIS GeoEvent Server Populations of 100,001 to 125,000 Small Government Term Enterprise Agreement				
97717	1	Year 1 - Procured under Master Agreement (as defined in Exhibit A)	\$92,200.00	\$92,200.00
Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Phillip White

**Email:**  
pwhite@esri.com

**Phone:**  
(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WHITEP

This offer is limited to the terms and conditions incorporated and attached herein.





Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

## Quotation # Q-423027

Date: September 21, 2020

Customer # 9643 Contract # ENTERPRISE  
AGREEMENT

City of Round Rock  
Information Technology  
221 E Main St  
Round Rock, TX 78664-5271

*To expedite your order, please attach a copy of  
this quotation to your purchase order.*

*Quote is valid from: 8/27/2020 To: 11/25/2020*

ATTENTION: Nathan Smith  
PHONE: 5122185423  
EMAIL: nsmith@roundrocktexas.gov

Material	Qty	Term	Unit Price	Total
to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <a href="https://www.esri.com/en-us/legal/terms/services">https://www.esri.com/en-us/legal/terms/services</a> . All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.				
97717	1	Year 2 - Procured under Master Agreement (as defined in Exhibit A)	\$92,200.00	\$92,200.00
Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <a href="https://www.esri.com/en-us/legal/terms/services">https://www.esri.com/en-us/legal/terms/services</a> . All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.				
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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Phillip White

**Email:**  
pwhite@esri.com

**Phone:**  
(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WHITEP

**This offer is limited to the terms and conditions incorporated and attached herein.**





Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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this quotation to your purchase order.  
Quote is valid from: 8/27/2020 To: 11/25/2020*

ATTENTION: Nathan Smith  
PHONE: 5122185423  
EMAIL: nsmith@roundrocktexas.gov

Material	Qty	Term	Unit Price	Total
business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.				
172082	25	Year 1	\$30.00	\$750.00
ArcGIS Maps for Power BI for ArcGIS Online Term License				
172082	25	Year 2	\$30.00	\$750.00
ArcGIS Maps for Power BI for ArcGIS Online Term License				
172082	25	Year 3	\$30.00	\$750.00
ArcGIS Maps for Power BI for ArcGIS Online Term License				

Subtotal: \$475,350.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$475,350.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Phillip White

**Email:**  
pwhite@esri.com

**Phone:**  
(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

WHITEP

This offer is limited to the terms and conditions incorporated and attached herein.

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-4)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Publisher, ArcGIS Network  
 Analyst, ArcGIS Schematics, ArcGIS Workflow  
 Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
 (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase  
 Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) Esri CityEngine Single Use Licenses  
 500 ArcGIS Online Viewers  
 500 ArcGIS Online Creators  
 62,500 ArcGIS Online Service Credits  
 500 ArcGIS Enterprise Creators  
 7 Insights in ArcGIS Enterprise  
 7 Insights in ArcGIS Online  
 100 Tracker for ArcGIS Enterprise  
 100 Tracker for ArcGIS Online  
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 5 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee



Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Environmental Systems Research Institute, Inc.  
(Esri)

By: Chris Johnson  
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Comm'l & Gov't Contracts

Date: Nov 9, 2020

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://go.esri.com/MAPS> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if



Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.



5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**Signature:**

**Email:** [mjackson@roundrocktexas.gov](mailto:mjackson@roundrocktexas.gov)

# 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.

Environmental Systems Research Institute, Inc.  
Redlands, CA United States

Certificate Number:  
2020-684498

Date Filed:  
10/29/2020

Date Acknowledged:

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

City of Round Rock

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

0000  
Renewal Enterprise Agreement and their Advantage Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jack and Laura Dangermond Trust	Redlands, CA United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION


My name is Timothy Brazeal, and my date of birth is [REDACTED].

My address is 380 New York Street, Redlands, CA, 92373, US.  
(street) (city) (state) (zip code) (country)

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

Executed in San Bernardino County, State of California, on the 29 day of Oct., 2020.  
(month) (year)

7-B-

 Digitally signed by Timothy Brazeal  
Date: 2020.10.29 17:28:52 -07'00'

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 renewal of the Stop Loss Insurance Coverage Agreement with Aetna for the period of January 1, 2021 through December 31, 2021.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Valerie Francois, HR Director

**Cost:** \$1,770,639.00

**Indexes:** Self-Funded Health Insurance

**Attachments:** Resolution, Exhibit A

**Department:** Human Resources Department

---

### **Text of Legislative File 2020-0346**

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

**Cost:** \$1,770,639.00

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

**RESOLUTION NO. R-2020-0346**

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

**WHEREAS**, the City Council desires to renew said Agreement for Stop Loss insurance for the period of January 1, 2021 through December 31, 2021, Now Therefore

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

That the Council hereby authorizes renewal of the Administrative Services Agreement with Aetna for insurance coverage for the guarantee period of January 1, 2021 through December 31, 2021 as set forth in the Stop Loss Renewal document from Aetna attached as Exhibit “A.”

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

**RESOLVED** this 3rd day of December, 2020.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



# Stop Loss Renewal

City of Round Rock #819919  
January 1, 2021 through December 31, 2021

**EXHIBIT**  
**"A"**

## Firm Stop Loss Quote

- This exhibit outlines your Firm renewal rates effective January 1, 2021.
- Pricing assumes plan enrollment of 896 employees. If actual enrollment varies by more than 10% in total and/or the plan design changes we reserve the right to readjust the stop loss premium.
- In an environment where healthcare costs are increasing, maintaining the same deductible shifts more of the claim cost to the stop loss provider.
- To help reduce the effect of leveraging, it is recommended that a plan sponsor consider increasing their Stop Loss deductible to keep pace with medical trend.
- **Please refer to the stop loss policy for detailed Stop Loss information.**

## STOP LOSS COVERAGE SPECIFICATIONS

	<u>Current 1/1/2020</u>	<u>Renewal 1/1/2021</u>	<u>Option 1 1/1/2021</u>
Policy Period Length (months):	12	12	12
Number of Employees Covered Under Stop Loss:	874	896	896
Number of Single Covered Under Stop Loss:	416	420	420
Number of Family Covered Under Stop Loss:	458	476	476
Aetna Choice POS II:	419	438	438
Aetna Select:	455	458	458
Producer Compensation:	0.0%	0.0%	0.0%
Terminal Liability Option:	None	None	None
Claims Paid Basis for Medical Coverages:	Cleared	Cleared	Cleared
Claims Paid Basis for APM Rx coverage is on a cleared basis			

## INDIVIDUAL STOP LOSS COVERAGE SPECIFICATIONS

Individual Stop Loss Level:	\$200,000	\$200,000	\$225,000
Contract Type:	Paid	Paid	Paid
Coinsurance %:	100%	100%	100%
M/N Claims Apply to ISL (Aetna Administered only):	Yes	Yes	Yes
Rx Claims Applied to ISL (Aetna Administered only):	Yes	Yes	Yes
Individual Specific Stop Loss Limits (Laserling):	No Laserling	No Laserling	No Laserling
Individual Lifetime Stop Loss Payment Amount:	Unlimited	Unlimited	Unlimited
Reimbursement Method:	Immediate	Immediate	Immediate

## AGGREGATE STOP LOSS COVERAGE SPECIFICATIONS

Aggregate Stop Loss Percentage:	125%	125%	125%
Contract Type:	Paid	Paid	Paid
Maximum Annual ASL Payment Amount:	\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Method:	Monthly Budget Feature	Monthly Budget Feature	Monthly Budget Feature
Prior Carrier Runoff Cap:	\$0	\$0	\$0
Total Claims Applied to Aggregate Stop Loss:	\$11,098,223	\$10,778,353	\$10,884,325
Benefits that apply to ASL-Medical:	\$8,412,730	\$8,075,480	\$8,075,480
Benefits that apply to ASL-Drug:	\$2,685,493	\$2,702,873	\$2,702,873
Laserling Adjustment:	\$0	\$0	\$0
Pooling and Coinsurance Adjustment:	\$0	\$0	\$105,972

## FINANCIAL INFORMATION

Stop Loss Premium at renewal lives:	\$1,654,840	\$1,770,639	\$1,602,371
State Assessment Fee	\$0	\$0	\$0
Total Stop Loss Premium:	\$1,654,840	\$1,770,639	\$1,602,371
<b>Total Premium (PEPM) Composite Rate:</b>	<b>\$153.91</b>	<b>\$164.68</b>	<b>\$149.03</b>
Individual Stop Loss premium as % of Total Premium:	95.98%	96.50%	96.08%
<b>ISL rate:</b>	<b>\$148.17</b>	<b>\$158.60</b>	<b>\$142.90</b>
<b>ASL rate:</b>	<b>\$5.74</b>	<b>\$6.08</b>	<b>\$6.13</b>
<b>Percentage Premium Increase:</b>		<b>7.0%</b>	<b>-3.2%</b>
Stop Loss Aggregate Limit*:	\$13,872,779	\$13,472,941	\$13,605,406
<b>Stop Loss Aggregate Limit (PEPM) Composite Factor:</b>	<b>\$1,322.73</b>	<b>\$1,253.06</b>	<b>\$1,265.38</b>

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

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



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.4**

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CP&Y, Inc. for the FM 1460/AW Grimes Boulevard Northbound Right Turn Lanes at Old Settlers Boulevard and Chandler Creek Boulevard Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$201,487.00

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

**Attachments:** Resolution, Exhibit A, Form 1295, Maps

**Department:** Transportation Department

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### **Text of Legislative File 2020-0348**

Consider a Resolution authorizing the Mayor to execute a contract with CP&Y that tasks the company to provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related supporting documents for the construction of the intersection improvements at Old Settlers Blvd and AW Grimes. The project will consist of adding right turn lanes, one at AW Grimes and Old Settlers for the northbound to eastbound movement and another at AW Grimes and Chandler Creek Boulevard for the northbound to eastbound movement.

The engineer shall provide the necessary engineering and technical services for the completion of surveying and mapping, right of way mapping, and preparation of plans, specifications and estimates for the project. The engineer will also provide bid and construction phase services.

**Cost: \$201,487.00**

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

**RESOLUTION NO. R-2020-0348**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the FM 1460/AW Grimes Boulevard Northbound Right Turn Lanes at Old Settlers Boulevard and Chandler Creek Boulevard Project, and

**WHEREAS**, CP&Y, Inc. has submitted a Contract for Engineering Services to provide said services, and

**WHEREAS**, the City Council desires to enter into said contract 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 a Contract for Engineering Services with CP&Y, Inc. for the FM 1460/AW Grimes Boulevard Northbound Right Turn Lanes at Old Settlers Boulevard and Chandler Creek Boulevard 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 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



**EXHIBIT**

**"A"**



**CITY OF ROUND ROCK  
CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** CP&Y, INC. ("Engineer")  
**ADDRESS:** 13809 Research Boulevard, Suite 300, Austin, TX 78750  
**PROJECT:** FM 1460/AW Grimes Boulevard Northbound Right Turn Lanes at Old Settlers  
Boulevard and Chandler Creek Boulevard

**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 the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Two Hundred One Thousand Four Hundred Eighty-Seven and No/100 Dollars (\$201,487.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

#### **ARTICLE 5** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

**ARTICLE 6**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 7**  
**NOTICE TO PROCEED**

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

**ARTICLE 8**  
**PROJECT TEAM**

City's Designated Representative for purposes of this Contract is as follows:

JC (Jose) Montelongo II, E.I.T.  
Project Manager  
3400 Sunrise Road  
Round Rock, TX 78665  
Telephone Number (512) 218-7026  
Mobile Number (512) 534-1038  
Fax Number (512) 218-5563  
Email Address [jmontelongo@roundrocktexas.gov](mailto:jmontelongo@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:

Anthony J. Serda, P.E.  
Vice President  
13809 Research Boulevard, Suite 300  
Austin, TX 78750  
Telephone Number (512) 241-2228  
Fax Number (512) 349-0277  
Email Address [aserda@cpyi.com](mailto:aserda@cpyi.com)

## **ARTICLE 9**

### **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

## **ARTICLE 10**

### **SUSPENSION**

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

## **ARTICLE 11**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

## **ARTICLE 12**

### **CHANGES IN ENGINEERING SERVICES**

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

### **ARTICLE 13**

#### **SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

### **ARTICLE 14**

#### **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 15**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

## **ARTICLE 16**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.



**ARTICLE 17**  
**EVALUATION OF ENGINEERING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**(1) Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2) Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

**(3)** As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from such negligent activities by Engineer, its agents, or employees.

## **ARTICLE 23**

### **ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

## **ARTICLE 24**

### **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

**(1) Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**(2) Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

## **ARTICLE 26**

### **INSURANCE**

**(1) Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

**(2) Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**(3) Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

**(4) Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

**ARTICLE 27**  
**COPYRIGHTS**

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

**ARTICLE 29**  
**SEVERABILITY**

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

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**ENGINEER'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

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

and to:

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

**Engineer:**

Anthony J. Serda, P.E.  
Vice President  
13809 Research Boulevard, Suite 300  
Austin, TX 78750

**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

CP&Y, INC.

By:   
Signature of Principal  
Printed Name: Andrew A. Atlas



### **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

**I. The City will 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.
3. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
4. Provide existing plans and designs for FM 1460, including pavement section, drainage facilities, sidewalks, and the traffic signal at Old Settlers Road.
5. 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.
6. Meet on an as needed basis to answer questions, provide guidance and offer comment.
7. Provide construction inspection and construction testing services including coordination and scope of services.
8. Review submittals and provide comments.

# EXHIBIT B

## Engineering Services

The FM 1460/AW Grimes Blvd Northbound Right Turn Lane project will widen the existing FM 1460 roadway on the northbound approach to the Old Settlers Boulevard intersection and to the Chandler Creek Boulevard intersection to provide two separate dedicated right turn lanes. Currently at both locations, FM 1460 is a five-lane undivided urban roadway with two through lanes in each direction and a two-way left turn lane in the center on the northbound approach. At Old Settlers Boulevard, it is a divided urban roadway with raised concrete median on the southbound approach with two through lanes in each direction and a left turn lane. The intersection at Old Settlers Boulevard is signalized with a traffic signal pole at each of the four corners and the signals mounted on mast arms. The intersection at Chandler Creek Boulevard is signalized as well, with a traffic signal pole at the northeast, northwest, and southwest corners with the signals mounted on mast arms.

The scope of this project will include the installation of a northbound right turn lane, one at Old Settlers Blvd and one at Chandler Creek. The existing 5-foot sidewalk along FM 1460 will be reconstructed along the newly constructed turn lanes.

The Engineer shall provide the necessary engineering and technical services for the completion of surveying and mapping, right-of-way mapping, and preparation of plans, specifications and estimates for the project.

Design services related to the design and plan production for this project will be performed in accordance with the latest available City of Round Rock Transportation Design and Construction Standards Criteria Manual and TxDOT manuals from the design collection located on the TxDOT website. The roadway will be designed based on TxDOT (3R) design criteria, as applicable. The development of the project will be consistent with City and TxDOT design procedures and practices. This project will be developed utilizing MicroStation V8i and Bentley Geopak V8i.

The tasks and products are more fully described in the following TASK OUTLINE.

### TASK OUTLINE

#### I. SURVEYING SERVICES

##### A. TOPOGRAPHIC SURVEY

*(provided by CP&Y, Inc.)*

1. The Surveyor will provide the professional and technical staff necessary to perform a detailed topographic survey of FM 1460, Old Settlers Boulevard, and Chandler Creek Boulevard extended limits and miscellaneous wastewater manhole locations. The topographic/design survey will extend 5 feet outside the existing right-of-way lines (if ascertainable without right-of-entry) and includes, but is not necessarily limited to: roadway, ditches, major grade breaks, culverts, culvert types and sizes, inlets and other drainage structures, metal beam guard fence, fences, driveways, sidewalks, pedestrian ramps, mailboxes, traffic and other signs, traffic signal poles including all signal equipment, mailbox turnouts, striping (if it can be done safely with temporary traffic control devices), and visible above ground utilities. Any required permitting fees or traffic control fees (other than standard traffic control equipment) is not included in this proposal. Surveyor will also submit a utility locate request to Texas811 for the segment along the roadway and survey in their markings. Surveyor will provide three horizontal control points and two vertical benchmarks within or near the area.
2. The Surveyor shall locate right-of-way monumentation and other evidence to best-fit the existing right-of-way lines for FM 1460 and intersecting roads within the limits of survey. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time.

B. DELIVERABLES

*(provided by CP&Y, Inc.)*

1. The Surveyor shall provide:
  - (a) 2D MicroStation V8 planimetric file.
  - (b) 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
  - (c) Geopak V8i DTM (tin) file.
  - (d) ASCII point file.
  - (e) Two CD-ROM containing the specified files.
  - (f) PDF file of each Surveyor's project field book.
  - (g) Spreadsheet of landowners for right-of-entry letters

C. ASSUMPTIONS

*(provided by CP&Y, Inc.)*

1. The Surveyor shall notify the client prior to performing the work if:
  - (a) Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
  - (b) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.
  - (c) Existing Project Control cannot be recovered or verified.

D. SUE

1. All utility investigations will be performed in accordance with ASCE 38-02: Standard Guideline for the collection and Depiction of Existing Subsurface Utility Data. SUE services will include utility research, quality level C/D SUE and OH Utility, CADD and processing of quality level B, QC review and ROW permits. All utility locations for Quality Level "C" and "D" work will be based on the topographic features collected during the survey portion of the project and as-built information that is provided by the city and the utility owners.
  - (a) Quality Level D (QL-"D") - Generally, QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
  - (b) Quality Level C (QL-"C") - Generally, QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners, however, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Engineer, but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Engineer will request utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Where available, Engineer will download information on existing utilities via the City's Online system. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or

"D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.

6. Engineer will create and call in locate tickets for Texas811 for the project corridors. Timing of locates will be coordinated with Engineer's surveying staff to help ensure that locates are performed in concert with surveying operations.
7. As part of the services provided in the Topographic and Boundary Survey Phase, the Engineer will visibly investigate surface features and appurtenances or all utility systems shown on the record drawings that are included within the project site, including but not limited to:
  - (a) wastewater manholes (including measure down)
  - (b) storm sewer manholes (including measure down)
  - (c) communication/fiber manholes
  - (d) hand holds
  - (e) pull boxes
  - (f) water valves
  - (g) water meters
  - (h) fire hydrants
  - (i) cleanouts
  - (j) blow-offs
  - (k) pedestals (communication, fiber, electric)
  - (l) gas meters
  - (m) signal boxes
  - (n) electric poles (transmission and distribution)
  - (o) electric transformers
  - (p) light poles
  - (q) utility signs
8. Prepare documentation of the utilities encountered and marked by Texas811, including their general location, orientation, type & size, if known.
9. Deliverable will consist of a Quality Level C/D - 2d (DGN) file depicting all sub-surface utilities found from record drawings and above ground appurtenances. The drawing will be signed and sealed by a Professional Engineer licensed in the State of Texas.

For Quality Level "B"

10. Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D.
11. As requested, compile "As Built" information from plans, plats and other location data as provided by the utility owners
12. ICoordinate with the utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Consultant shall examine utility owner's work to ensure accuracy and completeness
13. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be

designated unless authorized by PM. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

14. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. It is understood that line sizes of designated utilities are from the best available records and that an actual line sizes is determined from a test hole vacuum excavation. The Consultant shall place a note on stating "lines sizes are from best available records".
15. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable
16. Comply with all applicable City policy and procedural manuals

## II. PLANS, SPECIFICATIONS & ESTIMATE

The Engineer will develop and submit Plans, Specifications & Estimates (PS&E) plans at levels consistent with and required for City 30%, 90% and final 100% plans.

### A. DATA COLLECTION *(provided by CP&Y, Inc.)*

1. Coordinate with the City of Round Rock to obtain pertinent project information.
2. Perform field investigations of the project.
3. Develop the roadway design criteria to be discussed, revised and approved by the City. This set of criteria will be based on the City of Round Rock Transportation Design and Construction Standards Criteria Manual and Chapter 3 of the TxDOT Roadway Design Manual.

### B. ENVIRONMENTAL STUDIES *(provided by CP&Y, Inc.)*

1. Categorical Exclusion Documentation
  - (a) Gather and prepare the necessary documentation to support a categorical exclusion determination by TxDOT. The effort will include review of technical databases, technical literature, and governmental publications and databases to identify conditions, issues or concerns with the potential to occur in the project area; field investigations (during which representative photographs of the project area will be obtained); and preparation of documentation (reports, memos, maps, etc.) for coordination with and submission to TxDOT. Issues to be addressed through the investigation process include: protected species; water resources/waters of the U.S.; vegetation and habitat; air; noise; community impacts; and hazardous materials. All work will be performed to TxDOT standards for documentation of a categorical exclusion. If it is determined that an environmental assessment is required, that work would require a supplemental work authorization.
2. Cultural Resources Investigation (SWCA Environmental Consultants)
  - (a) The proposed project is limited to intersection improvements (construction of two Right Turn Lanes) within existing, previously disturbed right of way. Historic resources coordination is not anticipated to be required. An archeological background study will be performed in accordance with TxDOT standards and requirements. Should, after coordination with TxDOT, it be determined that additional cultural resources investigations are needed for the proposed project or an archeological survey is required, the additional work would require a supplemental work authorization.

### C. ROADWAY DESIGN *(provided by CP&Y, Inc.)*

1. Roadway Plans & Geometry
  - (a) Existing typical sections will be completed depicting the existing conditions of the project roadway.
  - (b) Proposed typical sections will be completed depicting the improvements to FM 1460. 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.

- (c) A horizontal alignment data sheets will be updated to include the horizontal geometric information for FM 1460, Old Settlers Boulevard, and Chandler Creek Boulevard
- (d) FM 1460 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.
- (e) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall clearly identify the disposition of roadway appurtenances. Description of removal items, including material, shall be included.

## 2. Grading and Details

- (a) Design cross sections will be completed at 50-foot interval along FM 1460 for the determination of cut and fill quantities.

## D. DRAINAGE

*(provided by CP&Y, Inc.)*

### 1. Drainage Design

- (a) An interior drainage area map will be developed at a scale of 1"=100'. This map will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets. This sheet will also depict a plan and profile view for the relocation of the existing curb inlets and tie to the existing storm sewer systems. It is assumed that the existing storm sewer systems will be of sufficient capacity for the proposed additional pavement areas.
- (b) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with the City of Round Rock Drainage Design and Construction Standards Criteria Manual and TxDOT and shown on the run-off and inlet computation sheets in Geopak Drainage format. Storm sewers will be analyzed and computations will be prepared for the storm sewer design in Geopak Drainage format.

### 2. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan sheet will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- (b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations. These sheets will consist of the TxDOT SW3P text sheets for erosion control measures.
- (c) The project site is not within the Edwards Aquifer Recharge or Contributing Zone. Preparation of a Water Pollution Abatement Plan (WPAP) or Contributing Zone Plan (CZP) is not included in this scope of work.

## E. SIGNING, MARKING, AND SIGNALIZATION

*(provided by CP&Y, Inc.)*

### 1. Small Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=50' for FM 1460. 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.

### 2. Signalization

*(provided by HDR)*

Traffic signal plans will be prepared for the modification of the existing signal at the intersection of AW Grimes Boulevard (FM 1460) at Old Settlers Boulevard and at Chandler Creek Boulevard. *It is assumed that utility coordination will not be required as part of the traffic signal development and that temporary traffic signal layouts and details will not be required at the two intersections. If during final design, it is determined that a temporary traffic signal plan is required, the Engineer shall prepare a budget and a schedule for the additional work. The Engineer shall not commence work on a task prior to receiving written approval by the City.*

Tasks to complete the traffic signal plans for AW Grimes and Old Settlers Boulevard include the following:

- (a) Conduct field review at the intersection to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.

- (b) Prepare existing signal and intersection layouts, as appropriate, for the proposed traffic signal location. Plans will be prepared at a scale of 1"=40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable.
- (c) Develop traffic signal layout at a scale of 1"=40' (or larger) and indicate existing conditions, location of signal pole, conduit, ground boxes, proposed traffic control devices, and proposed roadway improvements.
- (d) Develop phasing and signing sheets for the traffic signal location.
- (e) Develop conduit and conductor schedule sheets for the proposed traffic signal intersection. Wiring for power to controller, illumination, and ILSN signs will run in separate conduit from traffic signal cable.
- (f) Prepare traffic signal elevations showing the vertical clearance required for the mast arm and for each pedestrian push button/signal head mounting height.

Tasks to complete the traffic signal plans for AW Grimes and Chandler Creek Boulevard include the following:

- (g) Prepare existing signal and intersection layouts. Plans will be prepared at as scale of 1"=40' (or larger) and will indicate existing conditions, existing utilities, existing striping, and existing traffic control devices, if applicable.
- (h) Develop traffic signal layout for relocation of one (1) pedestrian pole in the southeast corner of the intersection due to the construction of the proposed northbound right turn lane. Necessary wiring will be included to provide connection to the new pedestrian pole. *It is assumed that other signal equipment and ground boxes in that corner are not impacted by the right turn lane construction. If the ground box is impacted, the design will be complex as conduit and wiring may have to be replaced for the whole intersection and additional design sheets will be required. A separate scope and fee will be submitted for the additional work.*

#### F. MISCELLANEOUS

(provided by CP&Y, Inc.)

##### 1. Utility Adjustments

- (a) The Engineer will utilize subsurface utility data throughout the design process. A good faith effort will be made to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The Engineer will coordinate with utility providers on necessary relocations. The Engineer shall include the existing utility information in the plans.
- (b) The Engineer will relocate existing 24-inch and 16-inch water line, approximately 250 LF, in the vicinity of the right turn lane addition. Existing fire hydrant lead will be extended to move fire hydrant out of new pavement limits.

##### 2. Miscellaneous Plans

- (a) A project title sheet will be prepared as required for the construction plans.
- (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
- (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.

##### 3. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement marking will also be shown and dimensioned.
- (b) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the City for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (c) Detailed traffic control plans will be prepared at a scale of 1"=100'. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Location of work areas, temporary paving, temporary shoring, signing, barricades, and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (d) Traffic control details will be developed for items not covered by City of Round Rock or TxDOT standard details.



- (e) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

#### 4. Illumination

The engineer shall coordinate with the electrical provider for the City (Oncor) on the continuous illumination design and electrical service locations.

- (a) The Engineer will relocate illumination to ensure continuous and safety lighting along the project corridor. The lighting will be shown on illumination layouts.
- (b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
- (c) The Engineer will coordinate with the City in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the State and the utility company to help resolve the conflicts.

#### 5. Quantities

Quantities will be tabulated for each of the following and as necessary to bid this project:

- (a) Traffic Control *(provided by CP&Y, Inc.)*
- (b) Earthwork *(provided by CP&Y, Inc.)*
- (c) Roadway *(provided by CP&Y, Inc.)*
- (d) Removal *(provided by CP&Y, Inc.)*
- (e) Drainage *(provided by CP&Y, Inc.)*
- (f) Small Signs *(provided by CP&Y, Inc.)*
- (g) Pavement Markings *(provided by CP&Y, Inc.)*
- (h) Signals *(provided by HDR)*
- (i) Illumination *(provided by CP&Y, Inc.)*
- (j) Utilities *(provided by CP&Y, Inc.)*
- (k) Erosion Control and SW3P *(provided by CP&Y, Inc.)*

#### 6. Summary Sheets

Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

- (a) Traffic Control *(provided by CP&Y, Inc.)*
- (b) Earthwork *(provided by CP&Y, Inc.)*
- (c) Roadway *(provided by CP&Y, Inc.)*
- (d) Removal *(provided by CP&Y, Inc.)*
- (e) Drainage *(provided by CP&Y, Inc.)*
- (f) Small Signs *(provided by CP&Y, Inc.)*
- (g) Pavement Markings *(provided by CP&Y, Inc.)*
- (h) Signals *(provided by HDR)*
- (i) Illumination *(provided by CP&Y, Inc.)*
- (j) Utilities *(provided by CP&Y, Inc.)*
- (k) Erosion Control and SW3P *(provided by CP&Y, Inc.)*

#### 7. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate standards for the project from the City of Round Rock and TxDOT's website. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will review general notes provided by the City for applicability to the project. The Engineer will mark-up a set and return it to the City for their inclusion in the final plan set. The Engineer will work with the City to complete the basis of estimate prior to beginning quantity calculations.

- (d) An opinion of probably construction cost will be prepared at the 30%, 90% and prior to the final PS&E submittal, and supplied to the City in Microsoft Excel format.

8. Bid Documents

- (a) The Engineer will prepare contract bid documents and proposals and make them available in electronic format (PDF) as well as hard copy for the City's use.

G. BID AND CONSTRUCTION PHASE SERVICES

1. Bid Phase Services

- (a) Prepare contract bid documents and assemble into a bid proposal package.
- (b) Assist the City at contract bid opening.
- (c) Tabulate the bids, research low bidder and make a recommendation of award to the City.
- (d) The scope of this work does not include advertisement of the bid, maintenance of a plan holder's list and coordination of the pre-bid conference (if desired).

2. Construction Phase Services

- (a) Attend one (1) pre-construction conference with the City and the Contractor.
- (b) Review submittals and shop drawings as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- (c) Attend two (2) meetings or site visits during project construction.
- (d) Review and respond to Contractor requests for information (RFI).
- (e) Make recommendations to the City regarding change orders as appropriate and when directed by the City.
- (f) Review the Application for Payment and supporting documentation submitted by the Contractor. Such recommendation for payment to the Contractor shall not be a representation that the Engineer:
  - (i) has made exhaustive or continuous on-site observations to check the quality or quantity of the Contractor's work;
  - (ii) has reviewed construction means, methods, techniques, sequences or procedures;
  - (iii) has reviewed copies of invoices received from subcontractors, material suppliers or other data requested by the City to substantiate the Contractor's right to payment;
  - (iv) has ascertained how or for what purpose the Contractor has used monies previously paid by the City; or
  - (v) has determined that title to any of the Contractor's work has passed to the City free and clear of any liens, claims, security interests or encumbrances.
- (g) Conduct a final inspection together with the City and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the City for final payment to the Contractor.

III. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT

*(provided by CP&Y, Inc.)*

- 1. Create and submit monthly invoices suitable for payment by the City.
- 2. Prepare monthly progress report for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- 3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the PS&E phase of project development. The schedule shall incorporate and depict the various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report.
- 4. Meet formally once a month with the City to review project progress. The Engineer shall attend up to 6 monthly coordination meetings with the City.

5. Prepare project meeting summaries for applicable meetings during the project development process.
6. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. The Engineer shall formally close out the project and perform a documented archive process.

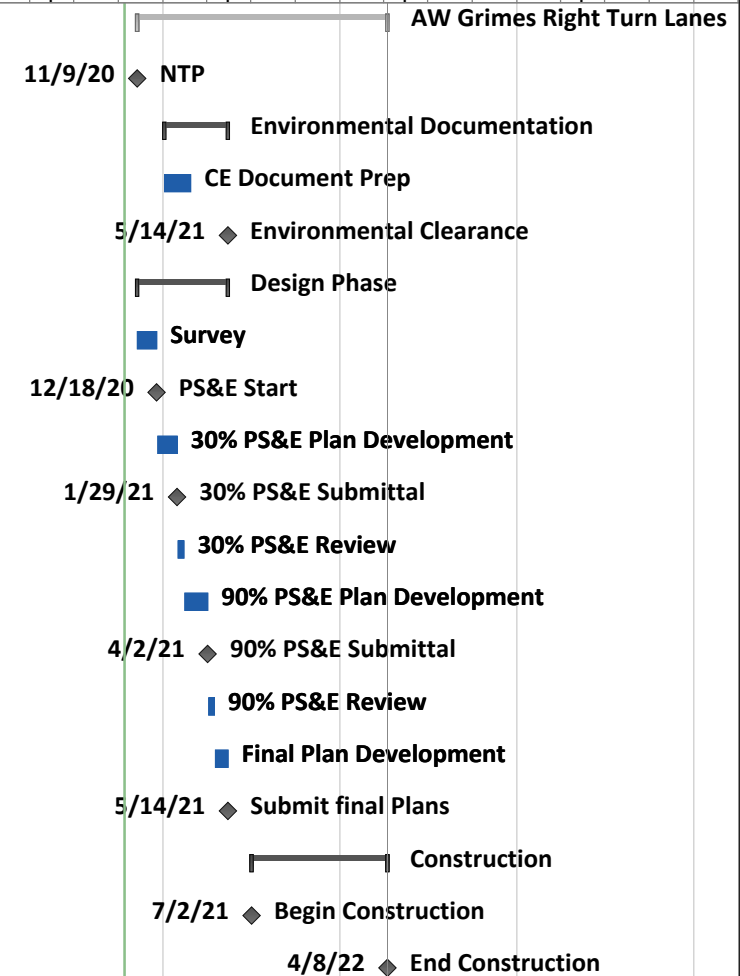
## EXHIBIT C

### Work Schedule

Attached Behind This Page

**EXHIBIT C**  
**AW Grimes Right Turn Lanes (Old Settlers & Chandler Creek)**  
**Development Schedule**

ID	Task Name	Duration	Start	Finish	Predecessors	2020				2021				2022				2023			
						Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct
0	<b>AW Grimes Right Turn Lanes</b>	<b>370 days</b>	<b>Mon 11/9/20</b>	<b>Fri 4/8/22</b>																	
1	NTP	0 days	Mon 11/9/20	Mon 11/9/20		11/9/20															
2	<i>Environmental Documentation</i>	<i>95 days</i>	<i>Mon 1/4/21</i>	<i>Fri 5/14/21</i>																	
3	CE Document Prep	40 days	Mon 1/4/21	Fri 2/26/21	8SS+10 days																
4	Environmental Clearance	0 days	Fri 5/14/21	Fri 5/14/21	3FF+55 days																
5	<i>Design Phase</i>	<i>135 days</i>	<i>Mon 11/9/20</i>	<i>Fri 5/14/21</i>																	
6	Survey	30 days	Mon 11/9/20	Fri 12/18/20	1																
7	PS&E Start	0 days	Fri 12/18/20	Fri 12/18/20	6																
8	30% PS&E Plan Development	30 days	Mon 12/21/20	Fri 1/29/21	7																
9	30% PS&E Submittal	0 days	Fri 1/29/21	Fri 1/29/21	8																
10	30% PS&E Review	10 days	Mon 2/1/21	Fri 2/12/21	9																
11	90% PS&E Plan Development	35 days	Mon 2/15/21	Fri 4/2/21	10																
12	90% PS&E Submittal	0 days	Fri 4/2/21	Fri 4/2/21	11																
13	90% PS&E Review	10 days	Mon 4/5/21	Fri 4/16/21	12																
14	Final Plan Development	20 days	Mon 4/19/21	Fri 5/14/21	13																
15	Submit final Plans	0 days	Fri 5/14/21	Fri 5/14/21	14																
16	<i>Construction</i>	<i>200 days</i>	<i>Fri 7/2/21</i>	<i>Fri 4/8/22</i>																	
17	Begin Construction	0 days	Fri 7/2/21	Fri 7/2/21	15FS+35 days																
18	End Construction	0 days	Fri 4/8/22	Fri 4/8/22	17FS+200 days																



Task  Milestone  Summary 

## EXHIBIT D

### Fee Schedule

Attached Behind This Page

**EXHIBIT D SUMMARY**

<b>FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard</b> <b>FM 1460 at Old Settlers Boulevard</b> <b>City of Round Rock</b>		
Task Description		Total Cost
<b><u>TOTAL LABOR COSTS</u></b>		
<b>I. SURVEY SERVICES</b>		
Surveying Services	CP&Y \$	36,423.00
<b>I. SURVEY SERVICES Subtotal</b>		<b>\$ 36,423.00</b>
<b>II. PLANS, SPECIFICATIONS AND ESTIMATE</b>		
Data Collection	CP&Y \$	3,230.00
Environmental Studies	CP&Y \$	34,480.00
Environmental Studies - Cultural Resources Investigation	SWCA \$	1,561.00
Roadway Design Controls	CP&Y \$	19,375.00
Drainage Design	CP&Y \$	11,155.00
Signing, Markings and Signalization	CP&Y \$	2,400.00
Signing, Markings and Signalization - Signals	HDR \$	23,665.00
Miscellaneous	CP&Y \$	30,170.00
Miscellaneous	HDR \$	4,970.00
Bid and Construction Phase Services	CP&Y \$	14,660.00
Bid and Construction Phase Services	HDR \$	10,600.00
<b>II. PLANS, SPECIFICATIONS AND ESTIMATE Subtotal</b>		<b>\$ 156,266.00</b>
<b>III. PROJECT MANAGEMENT</b>		
Project Management (6 months)	CP&Y \$	8,645.00
<b>III. PROJECT MANAGEMENT Subtotal</b>		<b>\$ 8,645.00</b>
<b>SUBTOTAL LABOR EXPENSES</b>		<b>\$ 201,334.00</b>
EXPENSES - CP&Y	CP&Y \$	153.00
EXPENSES - HDR	HDR \$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>GRAND TOTAL</b>		<b>\$ 201,487.00</b>
<b><u>SUMMARY of Cost breakdown by Firm</u></b>		
	CP&Y \$	160,691.00
	HDR \$	39,235.00
	SWCA \$	1,561.00



<p align="center"> <b>FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard</b>  <b>FM 1460 at Old Settlers Boulevard</b>  <b>City of Round Rock</b> </p>
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[illegible][illegible]

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Exhibit D

FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard FM 1460 at Old Settlers Boulevard City of Round Rock														
Fee Schedule/Budget for CP&Y, Inc.														
Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Environ Manager	Planner II	Planner I	Biologist III	Biologist II	CADD Operator	GIS Specialist	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$255.00	\$190.00	\$140.00	\$110.00	\$220.00	\$150.00	\$90.00	\$150.00	\$110.00	\$110.00	\$90.00	\$65.00		
II. PLANS, SPECIFICATIONS AND ESTIMATE														
A DATA COLLECTION														
A1 Data Collection (Roadway + Water)	-	2	6	10	-	-	-	-	-	-	-	-	18	\$ 2,320.00
A3 Develop design Criteria	-	1	2	4	-	-	-	-	-	-	-	-	7	\$ 910.00
													25	\$ 3,230.00
B ENVIRONMENTAL STUDIES														
B1 Categorical Exclusion Documentation	-	-	-	-	24	32	40	50	60	-	60	20	286	\$ 34,480.00
B2 Cultural Resources Investigation (SWCA)	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
													286	\$ 34,480.00
C ROADWAY DESIGN CONTROLS														
C1 Roadway Plans & Geometry	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
a Existing Typical Sections	-	-	1	4	-	-	-	-	-	4	-	-	9	\$ 1,020.00
b Proposed Typical Sections	1	-	1	4	-	-	-	-	-	6	-	-	12	\$ 1,495.00
c Horizontal Data Sheet	-	-	1	1	-	-	-	-	-	-	-	-	2	\$ 250.00
e Plan and Profile Sheets	2	8	14	32	-	-	-	-	-	12	-	-	68	\$ 8,830.00
g Removal Sheets	-	-	1	6	-	-	-	-	-	5	-	-	12	\$ 1,350.00
C2 Grading and Details	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
a 50-ft Cross Sections	-	1	10	40	-	-	-	-	-	4	-	-	55	\$ 6,430.00
													158	\$ 19,375.00
D DRAINAGE DESIGN														
D1 Drainage Design	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Interior Drainage Area Maps	-	-	2	8	-	-	-	-	-	2	-	-	12	\$ 1,380.00
Run-off and Inlet Computations	-	-	2	8	-	-	-	-	-	-	-	-	10	\$ 1,160.00
Storm Drain Computations	-	-	2	8	-	-	-	-	-	-	-	-	10	\$ 1,160.00
Drainage Plan and Profile	1	2	10	20	-	-	-	-	-	16	-	-	49	\$ 5,995.00
D2 SW3P and Erosion Control	-	-	1	12	-	-	-	-	-	-	-	-	13	\$ 1,460.00
													94	\$ 11,155.00
E SIGNING, MARKING, AND SIGNALIZATION														
E1 Signing & Pavement Marking Layouts	-	-	3	10	-	-	-	-	-	8	-	-	21	\$ 2,400.00
E2 Performed by HDR	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
													21	\$ 2,400.00
F MISCELLANEOUS														
F1a Utility Adjustments - accommodate exist utilities and ID conflicts	-	1	3	6	-	-	-	-	-	-	-	-	10	\$ 1,270.00
F1b Utility Adjustments - Water line relocation	-	8	32	-	-	-	-	-	-	24	-	-	64	\$ 8,640.00
F2 Miscellaneous Plans	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Project Title Sheet and Index	-	-	1	4	-	-	-	-	-	4	1	-	10	\$ 1,110.00
Benchmark Layout	-	-	2	3	-	-	-	-	-	3	-	-	8	\$ 940.00
F3 Traffic Control Plan	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Advanced Warning Layout	-	-	1	7	-	-	-	-	-	-	-	-	8	\$ 910.00
Narrative for Sequence of Construction	1	-	2	5	-	-	-	-	-	-	-	-	8	\$ 1,085.00
Traffic Control Plan Sheet and Typical Sections	-	1	4	8	-	-	-	-	-	-	-	-	13	\$ 1,630.00
Construction Time Determination Schedule	1	1	6	-	-	-	-	-	-	-	-	-	8	\$ 1,285.00
F4 Illumination	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Continuous Lighting Layouts	-	-	4	12	-	-	-	-	-	-	-	-	16	\$ 1,880.00
Electrical Circuit Plans and Details	-	-	2	2	-	-	-	-	-	4	-	-	8	\$ 940.00
State and Utility Coordination, Power Source Coordination	-	-	2	-	-	-	-	-	-	-	-	-	2	\$ 280.00
F5 Quantities	-	-	4	15	-	-	-	-	-	-	-	-	19	\$ 2,210.00
F6 Summary Sheets	-	-	4	6	-	-	-	-	-	-	-	-	10	\$ 1,220.00
F7 Standards, Specifications and Estimate	-	-	-	-	-	-	-	-	-	-	-	-		\$ -
Download, Prepare and Modify Standards	-	-	1	4	-	-	-	-	-	2	-	-	7	\$ 800.00
Specifications	2	-	2	6	-	-	-	-	-	-	-	-	10	\$ 1,450.00
General Notes	2	-	6	-	-	-	-	-	-	-	-	-	8	\$ 1,350.00
Preliminary Cost Estimate	1	-	6	4	-	-	-	-	-	-	-	-	11	\$ 1,535.00
F8 Bid Documents	1	-	2	10	-	-	-	-	-	-	-	-	13	\$ 1,635.00
													233	\$ 30,170.00
G BID AND CONSTRUCTION PHASE SERVICES														
G1 Bid Phase Services	-	4	8	12	-	-	-	-	-	-	-	-	24	\$ 3,200.00
G2 Construction Phase Services	8	6	12	40	-	-	-	-	-	20	-	-	86	\$ 11,460.00
													110	\$ 14,660.00
II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL														
HOURS SUB-TOTALS	20	35	160	311	24	32	40	50	60	114	61	20	927	\$ 115,470.00
SUBTOTAL	\$ 5,100.00	\$ 6,650.00	\$ 22,400.00	\$ 34,210.00	\$ 5,280.00	\$ 4,800.00	\$ 3,600.00	\$ 7,500.00	\$ 6,600.00	\$ 12,540.00	\$ 5,490.00	\$ 1,300.00		\$ 115,470.00

# Exhibit D

## FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard FM 1460 at Old Settlers Boulevard City of Round Rock

### Fee Schedule/Budget for SWCA

Task Description	Project Manager VII	Specialist XI	Specialist II	Specialist V	Total Labor Hours	Total Direct Labor Costs
	\$131.00	\$187.00	\$79.00	\$109.00		
<b><u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u></b>						
<b>B ENVIRONMENTAL STUDIES</b>						
B2 Cultural Resources Investigation (SWCA)	4	1	8	2	15	\$ 1,561.00
					<b>15</b>	<b>\$ 1,561.00</b>
<b>II. PLANS, SPECIFICATIONS AND ESTIMATE- SUBTOTAL</b>						
HOURS SUB-TOTALS	4	1	8	2	15	\$ 1,561.00
SUBTOTAL	\$ 524.00	\$ 187.00	\$ 632.00	\$ 218.00		<b>\$ 1,561.00</b>

**Exhibit D - HDR**

FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard FM 1460 at Old Settlers Boulevard City of Round Rock								
Fee Schedule/Budget for HDR								
Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$290.00	\$240.00	\$210.00	\$125.00	\$110.00	\$100.00		
<u>II. PLANS, SPECIFICATIONS AND ESTIMATE</u>								
E   SIGNING, MARKING AND SIGNALIZATION								
E2   Signalization								\$ -
Development of 90% & 100% Plan Set								\$ -
a   Field Review			3	3			6	\$ 1,005.00
b   Existing Signal Layout			2	4	24		30	\$ 3,560.00
c   Proposed Signal Layout		2	6	12	24		44	\$ 5,880.00
d   Signing and Phasing Sheets			2	4	8		14	\$ 1,800.00
e   Conduit and Conductor Schedule Sheets		1	4	8	12		25	\$ 3,400.00
f   Elevation Sheets			2	2	20		24	\$ 2,870.00
g   Foundation Details			2	2	12		16	\$ 1,990.00
QAQC	8						8	\$ 2,320.00
Submittal preparation					4	4	8	\$ 840.00
							175	\$ 23,665.00
F   MISCELLANEOUS ROADWAY								
F5   Quantities								\$ -
h   Signals			2	8			10	\$ 1,420.00
F6   Summary Sheets								\$ -
h   Signals				2	4		6	\$ 690.00
F7   Standards, Specifications and Estimate								\$ -
a   Standard Preparation					4		4	\$ 440.00
b   Specifications			2		2		4	\$ 640.00
c   General Notes			2		4		6	\$ 860.00
d   Cost Estimation			2	4			6	\$ 920.00
							36	\$ 4,970.00
G   BID AND CONSTRUCTION PHASE SERVICES (SUPPORT ONLY)								
G1   Bid Phase Services								\$ -
a   Preparation of Bid Documents (Support Only)			2	4			6	\$ 920.00
b   Prepare for bid opening - respond to bidder questions	4		4				8	\$ 2,000.00
G2   Construction Phase Services								\$ -
a   Pre-construction Conference	2						2	\$ 580.00
b   Shop Drawing Review (signal equipment only)		2	16				18	\$ 3,840.00
c   Site Field Visit (assume 1)		3					3	\$ 720.00
d   RFI Responses (assume 2)		2	4	4			10	\$ 1,820.00
g   Final Site Inspection		3					3	\$ 720.00
							50	\$ 10,600.00
	14	13	55	57	118	4	261	\$ 39,235.00
SUBTOTAL	\$ 4,060.00	\$ 3,120.00	\$ 11,550.00	\$ 7,125.00	\$ 12,980.00	\$ 400.00		\$39,235.00

## Exhibit D

Lump Sum Basis

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard  
FM 1460 at Old Settlers Boulevard  
City of Round Rock**

## Fee Schedule/Budget for CP&amp;Y, Inc.

	Task Description	Project Manager	Senior Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
		\$255.00	\$190.00	\$140.00	\$110.00	\$65.00	\$220.00		
	<b><u>III. PROJECT MANAGEMENT</u></b>								
A	Project Management (6 months)								
	Prepare Monthly Schedule Updates	2	4					6	\$ 1,270.00
	Prepare Monthly Invoices	3	6			4		13	\$ 2,165.00
	Prepare Monthly Progress Reports	1	3					4	\$ 825.00
	Attend Coordination Meetings w/City	3	3				2	8	\$ 1,775.00
	Attend Coordination Meetings w/TxDOT	3	3				2	8	\$ 1,775.00
	Prepare summaries of TxDOT meetings	1		1	4			6	\$ 835.00
									\$ -
									\$ -
								45	\$ 8,645.00
	<b>IV.- SUBTOTALS</b>								
	HOURS SUB-TOTALS	13	19	1	4	4	4	45	\$ 8,645.00
	SUBTOTAL	\$ 3,315.00	\$ 3,610.00	\$ 140.00	\$ 440.00	\$ 260.00	\$ 880.00		\$ 8,645.00

**Exhibit D**

Lump Sum Basis

**FM 1460 Northbound Right Turn Lane at Old Settlers Boulevard  
FM 1460 at Old Settlers Boulevard  
City of Round Rock**

**Expenses for CP&Y, Inc.**

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	100	\$ 10.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	200	\$ 30.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00	2	\$ 30.00
Express Mail (Oversized)	each	\$ 30.00	2	\$ 60.00
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.575	40	\$ 23.00
GPS Rental	day	\$ 80.000		\$ -
HazMat Database Search	each	\$ 250.000		\$ -
				\$ -
Miscellaneous Project Related Expenses	NA	at cost		\$ -
				\$ -
<b>SUBTOTAL DIRECT EXPENSES</b>				<b>\$ 153.00</b>

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2020

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).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant <b>PHONE (A/C, No. Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com	<b>FAX (A/C, No):</b> (214) 503-8899
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	<b>INSURER A:</b> XL Specialty Insurance Company	
	<b>INSURER B:</b> Travelers Indemnity Co of America	
	<b>INSURER C:</b> Travelers Property Casualty Co of Amer	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 37885 25666 25674

## COVERAGES

**CERTIFICATE NUMBER:** 58345422

**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Sever. of Int. & X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6805H846843	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$2,245,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA3865M855	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP2D349003	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6N721941	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		<input checked="" type="checkbox"/>	DPR9958104	4/1/2020	4/1/2021	Per Claim \$5,000,000 Annual Aggregate \$5,000,000


**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

RE: CP&Y Project # RNDR2000604.00 - AW Grimes (FM 1460) Right Turn Lane at Old Settlers (FM 3406)

## CERTIFICATE HOLDER

## CANCELLATION

City of Round Rock Attn: City Manager 221 East Main Street Round Rock TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Joe Bryant

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ACORD 25 (2016/03)

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# 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:**  
2020-687430

**Date Filed:**  
11/09/2020

**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.**

000000 FM 1460/AW Grimes Blvd  
Professional Engineering Services

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

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is Andrew A. Atlas, and my date of birth is [REDACTED].

My address is 13809 Research Blvd., Ste 300, Austin, TX, 78750, USA.  
(street) (city) (state) (zip code) (country)

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

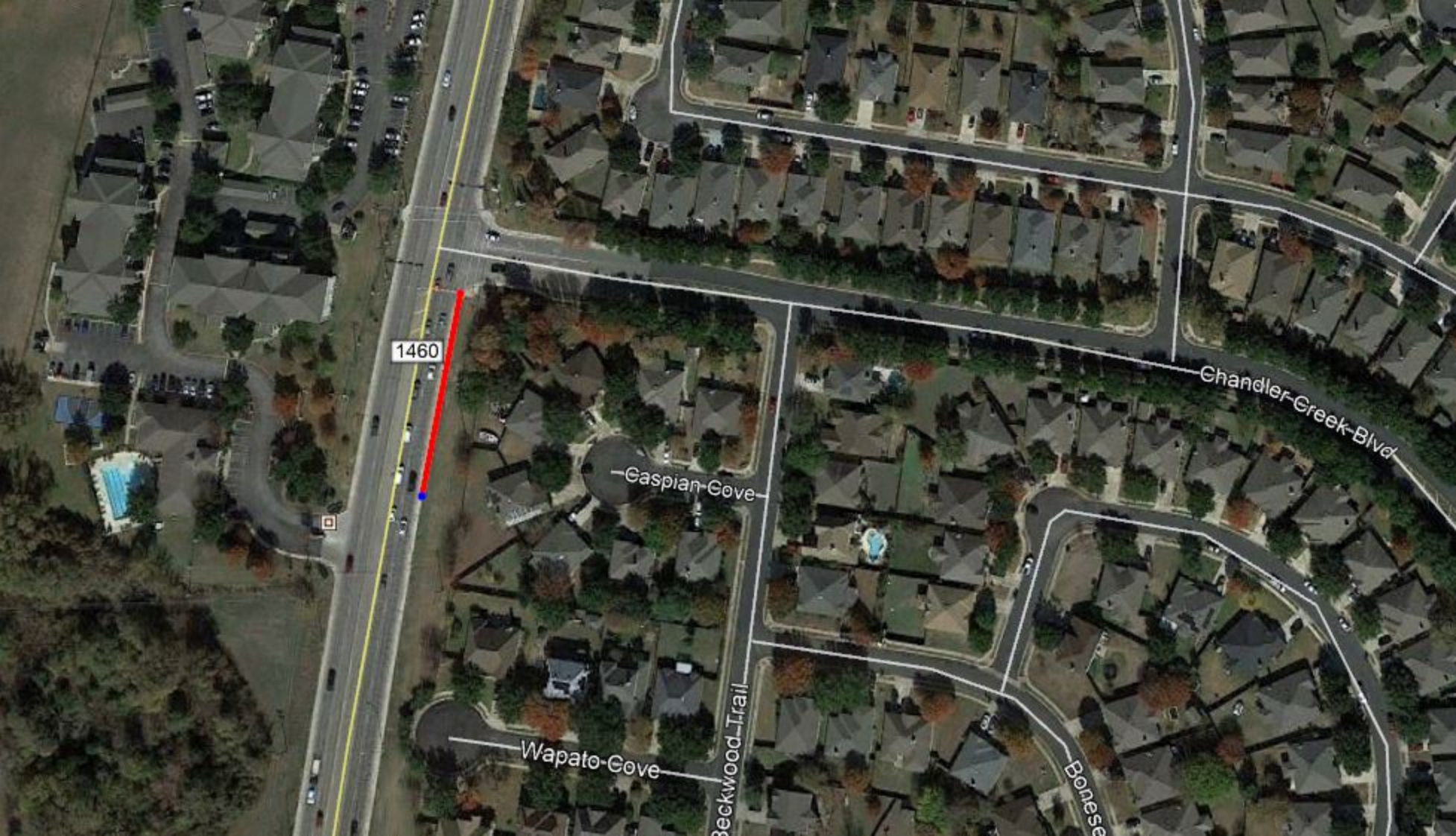
Executed in Williamson County, State of Texas, on the 9th day of November, 2020.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)









1460

Caspian Cove

Wapato Cove

Beckwood Trail

Chandler Creek Blvd

Bonesse



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.5

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 5 with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$216,816.50

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

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Transportation Department

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### Text of Legislative File 2020-0349

The City entered into a contract for Engineering services with Brown and Gay Engineers Inc. for the work on Gattis School Segment 6 in February of 2016 in the amount of \$482,439.90. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane.

As the work has progressed and the scope has increased it was necessary to amend the contract and to modify the provisions for the scope of services and to increase the compensation by \$401,872.25 increasing the total to \$884,312.15.

Supplemental Agreement #2 was for additional Subsurface Utility Engineering (SUE). As the limits of the project were extended so was the need to have additional SUE work to performed to complete conflict analysis. This Supplemental Agreement is in the amount of \$8540.00 increasing the total price to \$892,852.15.

Supplemental #3 was for additional surveying as some of the parcels to be acquired were modified slightly to accommodate the owners. It will also include drainage analysis and to develop storm water hydrology for the existing and ultimate roadway sections. Signing, Pavement Markings and signalization will also be developed and traffic signal and intersection layouts will be designed. This supplemental will increase the compensation by \$177,053.00. This will bring the total contract amount to \$1,069,905.15.

Supplemental #4 was to modify the provisions for the scope of services to include the redesign of water lines in conflict with the proposed roadway design and to increase the compensation by \$119,914.00 for a total of \$1,189,819.15.

Supplement #5 is for full 100% PS&E documents including traffic control plans for all phases of the work, Illumination Study and design of roadway illumination and layout, including temporary traffic signals, construction and bid services. The cost of Supplemental Agreement #5 is \$216,816.50. The total cost of the amended contract will be \$1,406,635.65.

***Cost: \$216,816.50***

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

**RESOLUTION NO. R-2020-0349**

**WHEREAS**, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project, and

**WHEREAS**, Brown & Gay Engineers, Inc. has submitted Supplemental Contract No. 5 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. 5 with Brown & Gay Engineers, 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. 5 to the Contract with Brown & Gay Engineers, 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 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



**EXHIBIT****"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 5  
TO CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** BROWN & GAY ENGINEERS, INC. ("Engineer")  
**ADDRESS:** 101 West Louis Henna Boulevard, Suite 400, Austin, TX 78728  
**PROJECT:** Gattis School Road Segment 6

This Supplemental Contract No. 5 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Brown & Gay Engineers, 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 Gattis School Road Segment 6 Project in the amount of \$482,439.90; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 1 to the Contract on May 10, 2018 by Resolution No. R-2018-5420 modifying the scope of services and increasing the compensation by \$401,872.25 for a total of \$884,312.15; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 2 to the Contract on October 1, 2018 to modify the provisions for the scope of services and to increase the compensation by \$8,540.00 for a total of \$892,852.15; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 3 to the Contract on September 12, 2019 to modify the provisions for the scope of services and to increase the compensation by \$177,053.00 to a total of \$1,069,905.15; and

**WHEREAS**, the City and Engineer executed Supplemental Contract No. 4 to the Contract on January 23, 2020 to modify the provisions for the scope of services and to increase the compensation by \$119,914.00 to a total of \$1,189,819.15; 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 \$216,816.50 to a total of \$1,406,635.65;

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

I.

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

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$216,816.50 the lump sum amount payable under the Contract for a total of \$1,406,635.65, 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]*

**BROWN & GAY ENGINEERS, INC.**

By: *Erin N. Gonzales*  
Erin N. Gonzales, Director of Transportation

November 11, 2020

**Date**

**CITY OF ROUND ROCK**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
**Craig Morgan, Mayor**

\_\_\_\_\_  
**Stephan L. Sheets, City Attorney**

\_\_\_\_\_  
**Date**

## **ADDENDUM TO EXHIBIT B**

### **Engineering Services**

The work to be performed by the ENGINEER under this contract consists of providing engineering services required for the development of construction plans for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane approximately 500' south of Gattis School Road. The project consists of reconstructing approximately 0.65 miles of the existing 4-lane roadway section to a 6-lane divided facility and adding a right turn lane on Red Bud Lane. This project involves surveying, engineering analyses, and associated details necessary to produce PS&E to a 100% design, including bidding & award services, and construction phase support.

The ENGINEER shall perform all work and prepare all deliverables in accordance with the latest version of the City of Round Rock criteria.

The ENGINEER shall perform quality control and quality assurance (QA/QC) on all deliverables associated with this project.

The ENGINEER shall provide traffic control in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) when performing onsite activities associated with this contract.

## **PROJECT MANAGEMENT (Function Code 145)**

### **1. Meetings**

- A. Attend and document Progress Meetings with the City of Round Rock (2) and with TxDOT (10). Assume twelve (12) meetings shall be required.

### **2. General Contract Administration**

- A. Develop monthly invoices and progress reports.
- B. Subconsultant coordination.
- C. Design coordination with the City of Round Rock.
- D. Stakeholder/Utility Company coordination.

### **3. Local Government Project Procedures Checklist**

- A. Prepare the checklist
- B. Coordinate with City of Round Rock on information as needed

## **FIELD SURVEYING (Function Code 150) (Inland Geodetics)**

### **1. General**

- A. Surveys provided will be in accordance with the "Texas State Board of Land Surveying" and the applicable City of Round Rock regulations.
- B. Survey field notes will be submitted if requested by the City of Round Rock.
- C. The City of Round Rock will obtain right-of-entry agreements with property owners for the required field surveys (short of litigation).
- D. Survey control (vertical and horizontal) captured and established during the initial phase will be utilized
- E. Verify and compare previously located utility data with current ground conditions. The Surveyor will contact the One-Call System in advance of performing field surveys to attempt data collection includes ties to location of marked utilities (if needed). This task does not always allow for timing of markings with the survey activities. Reasonable attempts to coordinate with utility owners will be made to achieve efficiency in data collection. Historically, results in this task have been marginal and there may cause to seek additional compensation for repeated trips to the project site to complete this effort.

### **2. Topographic Surveys for Engineering Design and Hydraulic Analysis**

- A. Survey files with previously obtained project data will be compared to and merged with survey files generated through this proposal. In areas of uncertainty and/or limited topographic information, additional data will be collected as directed by the project engineer.
- B. Data collection will consist of spot elevations for improvements, edge of roadway, driveways, visible or marked utilities, drainage features, centerline of roadway, and grade breaks.
- C. Profiles of intersecting driveways within the project limits will extend a sufficient distance beyond the existing right of way to ensure adequate data is available to determine tie-ins with proposed vertical alignment changes. Seven (7) driveway locations have been identified requiring additional field data for adequate grading and tie-in.
- D. Field data for three (3) intersection locations have been identified requiring additional field data for adequate grading and tie-in.
- E. Survey shots will be assigned a unique point number which provides a positive identification of the point. Each point will be assigned a feature number or feature name using the TxDOT's standard feature table. An ASCII points file and a hard

copy print out will be provided. Each line of the output data shall contain in this order: the point number, northing, easting, elevation, and the descriptive feature code.

- F. Surveyed data will be provided in a Microstation .dgn (V8) compatible two dimensional base map format. The survey shot point attributes will appear on separate levels.
- G. A Digital Terrain Model (DTM) will be provided in a Microstation .dgn (V8) GEOPAK compatible three-dimensional format.
- H. Prepare individual parcel plats and descriptions to be used by the City of Round Rock for required right of way acquisition and easement process.

## **ROADWAY DESIGN CONTROLS (Function Code 160)**

### **1. 100% Design Development**

Perform the following items for the project

- A. **Geometric Design** – Revise the horizontal alignment; vertical profile; pavement cross slopes; front slope, back slope, and ditch configuration that meet acceptable design criteria and remain within the limits of the proposed ROW.
- B. **Limits of Proposed ROW** – Analyze the cross sections associated with the desirable design criteria to determine the limits of ROW necessary to accommodate the resultant configuration. Develop an exhibit providing the ROW footprint with the desirable configuration. Incorporate final ROW footprint into design base files and reflect on all plan submittals.
- C. **Design Cross Sections** – Develop roadway cross sections associated with the proposed horizontal alignment and vertical profile in accordance with acceptable design criteria
- D. **Typical Sections** – Prepare existing and proposed typical sections.
- E. **Plan & Profile Drawings (1"=100')** – Drawings to include critical basemap information, control and benchmark data, proposed roadway improvements including horizontal and vertical roadway geometry, pavement edge geometry, drainage, grading and miscellaneous improvements.
- F. **Alignment Data Sheets** – Prepare horizontal and vertical alignment data sheets with the Geopak baseline descriptions.
- G. **Earthwork Quantities** – Prepare final cut/fill and general earthwork calculations to support design elements and roadway construction efforts.

## **DRAINAGE (Function Code 161)**

100% PS&E:

- A. Incorporate all design surveys into computer aided drafting and develop topographies and surfaces. This data shall be utilized to develop drainage areas, hydrology and



hydraulics. This shall include topographic working drawings to prepare the final drainage design.

- B. Develop storm water hydrology for the existing and ultimate roadway section throughout the limits of the project. The model shall incorporate the 10%, 4% and 1% annual chance storm (10-year, 25-year, and 100-year) events. Modeling shall develop storm water flows to all cross culverts and roadway conveyances. Based on the data developed, drainage infrastructure shall be designed for the project area to include a level of detail sufficient to establish cost estimates and required easements and possession and use agreements for the construction of the proposed drainage structures and channel improvements.
- C. Develop designs for all cross-drainage structures throughout the project limits. The cross drainage shall be modeled with HEC-RAS.
- D. Develop designs for proposed storm water collection systems for the proposed curb-and-gutter portion of the project area. Storm sewer designs shall be developed using Geopak Drainage.
- E. Identify potential utility conflicts based on design for the project area.
- F. Develop drainage easement requirements for the project area.
- G. Develop locations for detention facilities if applicable.
- H. Coordinate the design with the City of Round Rock.

## **Signing, Pavement Markings and Signalization (Function Code 162)**

100% PS&E:

- A. **Signing & Pavement Markings** – Prepare signage and pavement marking plan sheets, layouts, and associated details.
- B. **Traffic Signal Layouts** – Prepare traffic signal plan sheets, layouts, and associated details.
- C. **Quantity Summaries** – Prepare summary sheets of all signing, pavement markings, and traffic signal quantities.

## **MISCELLANEOUS (ROADWAY) (Function Code 163)**

100% PS&E

- A. **Traffic Control Plans (TCP)** – Prepare Sequence of Phased Construction. Prepare TCP cross sections to identify temporary pavement needs. Identify impacts to existing drainage. TCP will be presented in construction plans.
- B. **Temporary Traffic Signals** – Prepare temporary traffic signals plans and details to accommodate construction and traffic control plan sequencing.
- C. Prepare Title Sheet and Project Layout
- D. **Cost Estimates** – Prepare updated construction cost estimates at each milestone submittal.

- E. **Illumination Photometric Study** – Continuous street illumination will be designed in accordance to requirements of Texas Department of Transportation Highway Illumination Manual and modeled utilizing AGI 32 lighting software.
- F. **Illumination Layout Roll Plot** – Prepare illumination roll plot showing illumination pole locations and light intensity measurements on 10' grid.
- G. **Illumination Circuit Design, Layouts, and Details**– Design conduit runs, circuits, size conductors and electrical services in accordance to Texas Department of Transportation Highway Illumination Manual and National Electric Code (NEC). Prepare illumination plan sheets showing illumination pole location, conduit runs, conductor size and lengths, and proposed electrical services locations.

### **BID PHASE SERVICES (Function Code 170)**

- A. **Project Manual Development** – Prepare project manual utilizing front-end documents and specifications provided by City (TxDOT or COA can be used as needed) including bid items, contract, and special conditions.
- B. Provide bidding support services, including assistance with responding to bidder questions, attend pre-bid meeting, and prepare minutes. Agenda will be prepared by the City.
- C. Prepare Responses to Bidders' questions.
- D. Tabulate, evaluate bids, and make apparent low bidder award recommendation

### **CONSTRUCTION PHASE SUPPORT SERVICES (Function Code 309)**

- A. Engineer shall provide construction support services, including assistance with responding to contractor questions, attend pre-construction meeting, and prepare minutes. Agenda will be prepared by the City.
- B. Assist City with Shop Drawing and material review and approval (**assume 16 submittals**)
- C. Assist City with preparation of Change Orders, Alternate Design or Additional Design Details
- D. Respond to Questions related to the Plans - The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the City for distribution to all involved parties. Estimate assumes no more than **ten (10)** Requests for Information.
- E. The Engineer representative to attend site visits as needed at the request of the City, estimated at **eight (8)** site visits, not included are visits to resolve E&O issues.
- F. At the completion of pond construction, the City will provide survey information for the pond locations or modifications. With the City survey information, the Engineer will provide certification that the ponds were constructed per plan.

- G. The Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the construction site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of his work. The Engineer will not bear any responsibility or liability for defects or deficiencies of the contractor.

**ADDENDUM TO EXHIBIT C**  
**Work Schedule**

<b>DATE*</b>	<b>MILESTONE</b>
November 12, 2020	Notice to Proceed SWA #5 (Final 100% PS & E)
March 4, 2021	Submit 100% PS & E to City & TxDOT
March 22, 2021	Receive 100% Comments from City & TxDOT
July 2021	Letting (TxDOT)
September 2021	Award Construction Contract - NTP Construction
September 2021-March 2023	Construction Phase Services

**ADDENDUM TO EXHIBIT D**  
**Fee Schedule**

Attached Behind This Page

**PROJECT NAME: GATTIS SCHOOL RD  
FROM RED BUD LN TO VIA SONOMA TRL**

**EXHIBIT D-1 - FEE SCHEDULE**

FC	DESCRIPTION	BGE	Inland	TOTAL
FC 110	ROUTE AND DESIGN STUDIES	\$0.00		\$0.00
FC 120	ENVIRONMENTAL	\$0.00		\$0.00
FC 130	ROW	\$0.00		\$0.00
FC 145	GENERAL MANAGEMENT / COORDINATION	\$16,460.00		\$16,460.00
FC 150	FIELD SURVEYING AND PHOTOGRAMMETRY	\$0.00	\$10,272.00	\$10,272.00
FC 160	ROADWAY DESIGN CONTROLS	\$36,176.00		\$36,176.00
FC 161	DRAINAGE	\$54,580.00		\$54,580.00
FC 162	SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION	\$6,306.00		
FC 163	MISCELLANEOUS ROADWAY	\$50,344.00		\$50,344.00
FC 170	BID PHASE SERVICES	\$11,314.00		\$11,314.00
FC 309	CONSTRUCTION PHASE SUPPORT SERVICES	\$30,746.00		\$30,746.00
	EXPENSES	\$618.50		\$618.50
	TOTAL	\$206,544.50	\$10,272.00	<b>\$216,816.50</b>

TASK DESCRIPTION	Senior Project Mgr	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Op	Senior ENV	ENV Scientist	Admin/ Clerical	Total	TOTAL LABOR HRS. & COSTS	Sheets	Hrs/Sheet
<b>FC 110 ROUTE AND DESIGN STUDIES</b>										0	<b>\$0.00</b>		#DIV/0!
Data collection											\$0.00		
Review of data											\$0.00		
Complete design summary form											\$0.00		
Route studies											\$0.00		
CAMPO Application Assistance	0	0		0	0		0		0	0	\$0.00		#DIV/0!
<b>FC 120 ENVIRONMENTAL COMPLIANCE AND PUBLIC INVOLVEMENT</b>										0	<b>\$0.00</b>		#DIV/0!
1. Data Collection and Environmental Constraints Mapping										0	\$0.00		#DIV/0!
2. TxDOT Environmental Scoping Documentation										0	\$0.00		#DIV/0!
3. Archeological Background Study Technical Report										0	\$0.00		#DIV/0!
4. Historic Structures Project Coordination Request Form										0	\$0.00		#DIV/0!
5. Water Resources Technical Report										0	\$0.00		#DIV/0!
6. Biological Evaluation and Tier 1 Form										0	\$0.00		#DIV/0!
7. Hazardous Materials Initial Site Assessment										0	\$0.00		#DIV/0!
8. Traffic Noise Analysis										0	\$0.00		#DIV/0!
Coordination with TxDOT on ENV										0	\$0.00		
Public involvement													#DIV/0!
General public outreach										0	\$0.00		#DIV/0!
Public meetings										0	\$0.00		#DIV/0!
1 on 1 meetings with key stakeholders										0	\$0.00		#DIV/0!
Community meetings with HOAs										0	\$0.00		#DIV/0!
<b>FC 130 RIGHT OF WAY DATA</b>										0	<b>\$0.00</b>		#DIV/0!
Utility coordination										0	\$0.00		#DIV/0!
<b>FC 145 PROJECT MANAGEMENT</b>											<b>\$16,460.00</b>		#DIV/0!
Meetings		12	20	20						52	\$7,048.00		#DIV/0!
General contract administration		8	8	8					8	32	\$3,928.00		#DIV/0!
LGPP Checklist	8	6		24						38	\$5,484.00		#DIV/0!
<b>FC 160 ROADWAY DESIGN CONTROLS</b>											<b>\$36,176.00</b>		#DIV/0!
Final Design Development													#DIV/0!
Geometric design	4	6	8	12	10					40	\$5,468.00		#DIV/0!
Revisions to Alignment (at project limits)	4	8		12	20					44	\$5,812.00		#DIV/0!
Design cross sections (util conflict)	4	8	16	20	20					68	\$8,900.00		#DIV/0!
100% PS&E													#DIV/0!
Typical Sections	2	4	4	12	10					32	\$4,118.00	3	10.66666667
Plan & Profile Drawings	2	12	16		20					50	\$6,946.00	6	8.333333333
Alignment Data Sheets	2	4		4	8					18	\$2,466.00	2	9
Earthwork Quantities	2	4		4	8					18	\$2,466.00	2	9
<b>FC 161 DRAINAGE</b>											<b>\$54,580.00</b>		#DIV/0!
External storm water hydrology (ex/prop)	2	4	4	6	4					20	\$2,798.00		#DIV/0!
Internal storm water hydrology (ex/prop)	2	6	6	8	4					26	\$3,642.00		#DIV/0!
HEC-RAS designs for all cross drainage (ex/prop)	2	6	8	8	12					36	\$4,798.00	4	9
Hydraulic Data Sheets	2		8	8	6					24	\$3,094.00	2	12
Culvert Layout P&P Sheets	2		8	10	8					28	\$3,534.00	2	14
Geopak Drainage design for proposed storm sewer (ex/prop)	2	8	8	12	8					38	\$5,146.00	12	3.166666667
Storm Sewer P&P Sheets	2	6	8	16	20					52	\$6,558.00	12	4.333333333
Hydraulic Data Sheets-SS	2		4	8	6					20	\$2,542.00	1	20
Identify potential utility conflicts/adjustments		6	8		6					20	\$2,808.00		#DIV/0!
Detention Design	2	8	16	6	12					44	\$6,030.00	4	11
Coordinate design with the CoRR staff	2	2		2						6	\$1,018.00		#DIV/0!
<b>TASK DESCRIPTION</b>	<b>Senior Project Mgr</b>	<b>Project Manager</b>	<b>Project Engineer</b>	<b>EIT</b>	<b>Senior Engineer Tech</b>	<b>Senior CADD Op</b>	<b>Senior ENV</b>	<b>ENV Scientist</b>	<b>Admin/ Clerical</b>		<b>TOTAL LABOR HRS. &amp; COSTS</b>		#DIV/0!
<b>FC 162 SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION</b>											<b>\$6,306.00</b>		#DIV/0!
Signing & Pavement Markings plan sheets and details	2	2	4		8					16	\$2,230.00		#DIV/0!
Proposed Traffic Signal layouts and details	2	2	8		8					20	\$2,782.00		#DIV/0!

BROWN GAY ENGINEERS, INC.  
PROJECT NAME: GATTIS SCHOOL RD  
FROM RED BUD LN TO VIA SONOMA TRL

EXHIBIT D-1 - FEE SCHEDULE

Quantity Summary sheets	2	2	2		2					8	\$1,294.00
FC 163 MISCELLANEOUS (ROADWAY)											\$50,344.00
Traffic control plans (TCP)-Construction Narrative/Phased Construction	2	4	6		6					18	\$2,634.00
Traffic control plans (TCP)-Phased Layouts	4	8	6	16	12					46	\$6,200.00
Traffic control plans (TCP)-Cross Sections	4	4	8		8					24	\$3,580.00
Traffic control plans (TCP)-Temp Signal analysis	4	4	6		10					24	\$3,524.00
Title Sheet/Project Layout/Misc Drawings	2	8		4	16					30	\$4,042.00
Cost estimates	2	4	10		12					28	\$3,846.00
Illumination Photometric Study (Modeled in AGI 32)	2	4	10	40						56	\$6,926.00
Illumination Layout Roll Plot w/ light intensity measurements	2	2	8	12	12					36	\$4,542.00
Illumination Circuit Design, Layouts, and Details	2	8	16	60	40					126	\$15,050.00
FC 170 BID PHASE SERVICES											\$11,314.00
Project Manual Development	4	8	8	20					4	44	\$5,872.00
Pre-bid Meeting Attendance	2	2							2	6	\$936.00
Respond to Bidders' Questions		6	6	6					2	20	\$2,670.00
Bid tabulations & Award	2	4	4						2	12	\$1,836.00
FC 309 CONSTRUCTION PHASE SUPPORT SERVICES											\$30,746.00
Pre-Construction Meeting Attendance	2	2		2					2	8	\$1,156.00
Site Visits (8 ea)	16	16		16						48	\$8,144.00
Shop Drawings/Submittals Review (16 ea)	4	16	16	16						52	\$7,652.00
Change Orders review and processing	4	8	8	8					2	30	\$4,414.00
Respond to Contractor Questions (RFIs) (10 ea)	4	12	12	8					2	38	\$5,662.00
Project Walk-Thru/Close-out	4	4	8	8					2	26	\$3,718.00
HOURS SUB-TOTALS	120	248	296	416	316	0	0	0	26	1422	1422
CONTRACT RATE PER HOUR	\$225.00	\$174.00	\$138.00	\$110.00	\$110.00	\$90.00	\$195.00	\$130.00	\$69.00		
TOTAL LABOR COSTS	\$27,000.00	\$43,152.00	\$40,848.00	\$45,760.00	\$34,760.00	\$0.00	\$0.00	\$0.00	\$1,794.00		\$205,926.00
SUBTOTAL											\$205,926.00

8

15.75

FUNCTION CODE	TOTAL COSTS	TOTAL DIRECT EXPENSE	TOTAL LABOR COSTS	Senior Project Manager	Project Manager	Project Engineer	EIT	Senior Engineer Tech	Senior CADD Operator	Senior ENV	ENV Scientist	Admin/ Clerical		TOTAL MH BY FC
	\$206,544.50	\$618.50	\$205,926.00	120	248	296	416	316	0	0	0	26	1422	1422
													0	
SUBTOTAL LABOR HOURS				120	248	296	416	316	0	0	0	26	1422	1422
SUBTOTAL LABOR EXPENSES	\$206,544.50	\$618.50	\$205,926.00	8.4%	17.4%	20.8%	29.3%	22.2%	0.0%	0.0%	0.0%	1.8%		

OTHER DIRECT EXPENSES	QUANTITY	UNIT	RATE	
Mileage	350	mile	\$ 0.56	\$196.00
Photocopies B/W (11" X 17")	300	each	\$ 0.20	\$60.00
Photocopies Color (8 1/2" X 11")	150	each	\$ 0.75	\$112.50
Photocopies Color (11" X 17")	200	each	\$ 1.25	\$250.00
Geosearch (hazmat)	0	each	\$ 500.00	\$0.00
Large Format Plotting	0	SF	\$ 2.25	\$0.00
SUBTOTAL DIRECT EXPENSES				\$618.50

SUMMARY	
TOTAL LABOR COSTS	\$205,926.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$618.50
GRAND TOTAL	\$206,544.50

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INLAND GEODETICS

EXHIBIT D-1 - FEE SCHEDULE

AGonzales Est.

PROJECT NAME: GATTIS SCHOOL RD  
FROM RED BUD LN TO VIA SONOMA TRL

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL
RATE / HOUR	\$138	\$160	\$183	\$42	\$136	\$132	\$118	\$98	\$98	\$54	
ROE					4 HRS	4 HRS					\$ 1,072.00
SITE VISITS (TASK 2)						8 HRS		4 HRS		2 HRS	\$ 1,556.00
50.1 - ADMIM MOBILIZE	0 HRS	0 HRS	0 HRS	0 HRS	4 HRS	12 HRS	0 HRS	4 HRS	0 HRS	2 HRS	\$ 2,628.00
ADDNL FIELD SURVEY	26 HRS				1 HRS	2 HRS	8 HRS	4 HRS		2 HRS	\$ 5,432.00
DELIVERABLES					2 HRS	2 HRS		16 HRS		2 HRS	\$ 2,212.00
50.2 - FIELD SURVEYING	26 HRS	0 HRS	0 HRS	0 HRS	3 HRS	4 HRS	8 HRS	20 HRS	0 HRS	4 HRS	\$ 7,644.00
BOUNDARY ANALYSIS											\$ -
SECONDARY FIELD SURVEY											\$ -
ROW ACQ PARCEL PROD (11)											\$ -
ROW MONUMENTATION (11)											\$ -
50.3 - ROW ACQ TASKS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	\$ -
SUB-TOTAL	26 HRS	0 HRS	0 HRS	0 HRS	7 HRS	16 HRS	8 HRS	24 HRS	0 HRS	6 HRS	\$ 10,272.00
REIMBURSEABLE ITEMS											\$ -
REIMBURSEABLE SERVICES											\$ -
ESTIMATED FEE	\$3,588	\$0	\$0	\$0	\$952	\$2,112	\$944	\$2,352	\$0	\$324	\$10,272.00

Cost Variables:	Reimburseable Services Include:	Reimburseable Fees Include:	
GPS Receivers	\$15	SUPPLIES	\$0.00
Vehicle	\$60	TITLES	\$0.00
ATV	\$55		
	Total:	Total:	\$0.00

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

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

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

BGE, Inc.  
Austin, TX United States

Certificate Number:  
2020-688236

Date Filed:  
11/10/2020

Date Acknowledged:

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

City of Round Rock

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

000000

Providing engineering services required for the development of construction plans for the widening and reconstruction of Gattis School Road from Red Bud Lane to Via Sonoma Trail and along Red Bud Lane

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Harris, Charles	Austin, TX United States	X	
	William, Dillion	Frisco, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Lennard, Lee	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

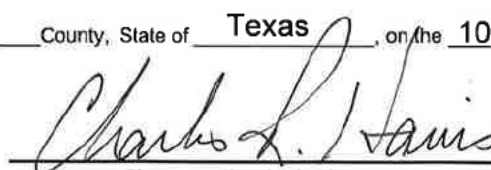
**6 UNSWORN DECLARATION**

My name is Charles Harris, and my date of birth is [REDACTED].

My address is 101 W. Louis Henna Blvd., Ste 400, Austin, TX, 78728, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 10 day of November, 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.6**

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

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Policy Changes

**Department:** Finance Department

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### Text of Legislative File 2020-0358

Investing and reporting of the City's cash and investments are governed by the City's investment policy and the Texas Government Code, Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). The PFIA requires governmental entities to submit their investment policies to the governing body for review and updates, if needed, at least annually.

The objectives of the City's investment portfolio remain, in order of importance and in accordance with the PFIA: (1) safety of principal; (2) liquidity and (3) yield.

The attached policy document has been updated to reflect minor language changes to be more reflective of the PFIA and other minor clarifications. All changes to the policy, other than formatting and reorganization, are shown in red. All changes are minor updates that do not reflect any material shift in the City's investing policy or practice.

In addition, this policy has also been reviewed by the City's investment advisor, with their edits included as well.

Staff will provide a brief overview of the policy changes.



**RESOLUTION NO. R-2020-0358**

**WHEREAS**, pursuant to Section 2256.005, Texas Government Code (“the Act”) the City Council desires to adopt a written investment policy and investment strategy regarding the investment of City funds; and

**WHEREAS**, the City Council has reviewed the attached updated policy and has determined same to be in compliance with the Act, Now Therefore

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

That the updated Investment Policy and Strategy for the investment of City funds, attached hereto as Exhibit “A” and incorporated herein, is hereby approved and adopted.

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 3rd day of December, 2020.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT**

**“A”**



**City of Round Rock, Texas  
Investment Policy & Strategy  
December 3, 2020**

**City of Round Rock, Texas  
Investment Policy & Strategy  
December 3, 2020**

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**City of Round Rock, Texas**  
**Investment Policy**  
**December 3, 2020**

**I. PURPOSE**

The Investment Policy of the City of Round Rock, Texas, is adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the “Act”). This Policy establishes guidelines for the Investment Officers with regard to how City funds will be invested. This Policy also establishes guidelines for periodic review and reporting of the investments.

**II. SCOPE**

This Investment Policy applies to all aspects of investing the financial assets for the City of Round Rock, Texas. This applies to all funds reported in the City’s Comprehensive Annual Financial Report and include the General Fund, Special Revenue Funds, including the Round Rock Transportation & Economic Development Corporation, Debt Service and Debt Reserve Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, Trust and Agency Funds and any new funds created by the City and any funds managed by the City of Round Rock, Texas, as trustee or agency, unless exempted by law. In addition to this Policy, bond funds established by bond ordinances shall also be managed by their governing ordinances and all applicable State and Federal Law.

All funds covered by this Investment Policy shall be invested in accordance with the Public Funds Investment Act as amended from time to time. (Texas Government Code, Ch. 2256.)

**III. INVESTMENT OBJECTIVES & STRATEGY**

**A. Objective**

It is the policy of the City of Round Rock that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with State and Federal Regulations, applicable bond covenants and ordinances, and this adopted Investment Policy. The primary objectives for investment activities are listed in priority order.

**1. Suitability**

Understanding the suitability of the investment to the financial requirements of the City is important. The needs and limitations of each group of funds must be considered. Any investment eligible in the Investment Policy is suitable for all City funds.



## **2. Safety of Principal**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they have resulted from securities defaults or erosion of market value. All investments are to be of high-quality instruments with no perceived default risk. Market price fluctuations will, however, occur.

With foremost emphasis on safety of principal (i.e. avoidance of capital losses), the Investment Officers will ensure that preservation of capital and protection of principal in the overall portfolio is maintained. Speculation is prohibited.

## **3. Maintenance of Adequate Liquidity**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by maintaining appropriate cash equivalent balances, matching investment maturities with anticipated cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

## **4. Marketability**

Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. An efficient market is generally defined as having a bid-asked price relationship being no greater than 1/10 of 1 percent of principal value.

## **5. Diversification**

Diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Short term financial institution deposits, investment pools, money market mutual funds and staggered maturities of securities shall provide timely liquidity and may be utilized.

## **6. Yield**

Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The comparative yield of a like-term treasury security shall be the minimum yield objective.

## **B. Strategy**

The investment objectives above apply to all funds covered by this Policy. Investment strategies and guidelines by fund-type are as follows:

## **1. Pooled Funds**

Pooled Funds comprise the majority of the City's portfolio and include all operating funds and long-term reserves. Investment strategies for pooled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will minimize volatility while providing competitive yields on City funds. Daily liquidity for operations is required first. Reserves established in accordance with the City's cash reserves policy or designated for specific purposes and time frames may be invested for longer terms.

## **2. Debt Service Funds**

Investment strategies for Debt Service Funds have as their primary objective the assurance of investment liquidity to cover the debt service obligations on the required dates. Surplus funds outside the debt service dates will be invested according to investment targets and strategies for Pooled Funds.

## **3. Debt Service Reserve Funds**

Debt Service Reserve Funds are reserves required by bond covenant or other contractual requirement to be maintained through the life of the debt issue. These funds generally do not have a need for liquidity and may be invested in longer term maturities within the overall guidelines of this Policy and bond covenants.

## **4. Capital Project and Special Purpose Funds**

These funds include both bond proceeds and operating funds set aside for identified Capital Projects or Special Purposes. The funds should be invested to match projected cash flow requirements of projects with sufficient liquidity to meet unanticipated project outlays. In general, the final maturity dates of investments should not exceed the expected project completion date(s) and meet all underlying bond covenants, where applicable.

# **IV. STANDARD OF CARE**

## **A. Prudence**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be applied to the context of managing the overall portfolio.

## **B. Delegation of Authority**

The Chief Financial Officer, Deputy Chief Financial Officer, the Accounting Manager, and the Treasury Accountant are hereby designated as the Investment Officers of the City of Round Rock, Texas, and are responsible for investment decisions and activities consistent with this Investment Policy.

The Investment Officers shall be responsible for all transactions and compliance with the internal controls, ensuring all safekeeping, custodial, and collateral duties remain consistent with this Investment Policy, as well as establishing and maintaining written procedures for cash management. The Investment Officers shall maintain timely, accurate and systematic records of all investments, maturities and earnings. Bonding of all staff with financial signatory authority is required and such bonding requirements will also apply to those individuals authorized to place, purchase or sell investment instruments. Bonding will protect the public against loss from possible embezzlement and malfeasance.

## **C. Training**

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008(a) through courses and seminars offered in compliance with the Act to ensure the quality and capability of the Investment Officers in making investment decisions. In accordance with State Law, Investment Officers must accumulate ten hours of investment training within twelve months of attaining the position of Investment Officer. Thereafter, eight hours of training must be accumulated every two-years within the period that begins on the first day of the City's fiscal year and ends on the last day of the next fiscal year.

Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

All investment training shall be from an independent source approved by the City Council. The following sponsors are hereby approved:

- 1) Government Finance Officers Association (GFOA and GFOAT);
- 2) Texas Society of Certified Public Accountants (TSCPA);
- 3) Texas Municipal League (TML);
- 4) Government Treasurers' Organization of Texas (GTOT);
- 5) Sponsors approved by the TSCPA and GFOA, GFOAT, GTOT, to provide CPE credits;
- 6) Center for Public Management at the University of North Texas; or
- 7) Alliance of Texas Treasury Associations (ATTA)

## **D. Ethics**

The Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Furthermore, in accordance with the Public Funds Investment Act, an Investment Officer who has a personal business relationship with a firm or

is related within the second degree by consanguinity or affinity to individuals seeking to sell investments to the City must disclose such relationships in accordance with Section 2256.005(i) of the Public Funds Investment Act. Such disclosure should be made to the Texas State Ethics Commission and to the City Council.

#### **E. Limitation of Liability**

The Investment Officers acting in accordance with this Policy and the City's Investment Strategy and exercising due diligence shall be relieved of personal liability for an individual investment's performance provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

#### **F. Internal Controls**

The Investment Officers shall establish a system of internal controls, which shall be documented in writing and reviewed periodically by the City's independent auditors. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions. Dual controls of all investment activities will consistently be maintained by the Investment Officers.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment and cash management program, consistent with this Investment Policy.

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections. The investment officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods. At least three providers must be contacted in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three quotes for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstance must be included with the transaction quote/bid sheet. All quotes received must be documented and filed for auditing purposes.

### **V. AUTHORIZED INVESTMENTS**

#### **A. Authorized Investments**

The following is a list of authorized and legal investment options:

- 1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage backed securities;
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;

- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than “A” or its equivalent;
- 5) Certificates of Deposit (CD) as authorized under the Act;
- 6) Repurchase Agreements which are fully collateralized as authorized by the Act. Flexible repurchase agreements may be used for capital project funds but will not extend past the anticipated expenditure schedule;
- 7) Commercial Paper rated A1/P1 or better as authorized by the Act;
- 8) AAA-Rated no-load government money market mutual funds as authorized by and compliant with the Act;
- 9) Local government investment pools as authorized by and compliant with the Act;
- 10) FDIC insured *Brokered Certificate of Deposit* securities purchased from a broker or a bank with a main or branch office in Texas, settled delivery versus payment to the City’s safekeeping agent; and
- 11) Fully insured or collateralized interest-bearing accounts as authorized under the Act, including those accounts utilizing an FDIC insurance spreading program acceptable to the City.

## **B. Prohibited Investments**

This Policy bestows the authority upon the Investment Officers to determine certain investment instruments as unsuitable for the City even though those investments may be authorized by this Policy and/or the Public Funds Investment Act. Additionally, certain investments are expressly prohibited by the Public Funds Investment Act. Those prohibited investments are:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3) Collateralized mortgage obligations (CMO) that have a stated final maturity date of greater than 10 years; and

4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### **C. Valuation**

The Investment Officers shall monitor, on no less than a quarterly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. An investment that requires a minimum rating under this Policy and/or the Public Funds Investment Act does not qualify as an authorized investment during the period the investment does not have the minimum rating required by the Act. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City is not required to liquidate investments that were authorized investments at the time of purchase.

The Investment Officers shall monitor, on no less than a quarterly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, an Investment Officer shall take steps to ensure that full FDIC insurance is in place as soon as the lapse in FDIC coverage is detected.

### **D. Protection of Principal**

The City shall seek to control the risk of loss due to the failure of an issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in this Policy; by qualifying the broker, dealer and financial institution with whom the City will transact; by maintaining collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed “delivery versus payment” through the City’s safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

### **E. Diversification by Investment Type**

Diversification by investment type is primarily intended to reduce the credit risk inherent to a particular issuer or investment type. The City will diversify its investments by security type and institution.

<b><u>Investment Type</u></b>	<b><u>Portfolio Limitation</u></b>
1) U.S. Government and its Agencies and Instrumentalities	75%
2) States and their Agencies, Counties, Cities and Other Political Subdivisions of any State	35%
% of any one (1) issuer	5%

3) Commercial Paper	10%
% of any one (1) issuer	5%
4) Money market bank accounts	75%
5) Local government investment pools	100%
6) Government money market mutual funds	100%
7) Certificates of Deposit (Depository & Brokered)	85%

Bond proceeds may be invested in a single security or investment if the Investment Officers determine that such an investment is necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage recordkeeping and calculation.

#### **F. Diversification by Investment Maturity and Weighted Average Maturity**

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The weighted average maturity will be determined on a total portfolio basis with a maximum of 540 days and maximum maturity for an individual security or CD shall not exceed three (3) years.

Maturity guidelines by fund are as follows:

##### **1) Pooled Funds**

Pooled Funds are a pooling of operating funds needed for day to day operations along with special revenue funds, internal service funds, and any other funds that do not fall into one of the three (3) categories listed below.

**Maturity Limitation:** The maximum allowable maturity for an individual investment shall be three (3) years.

##### **2) Debt Service Funds**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment.

**Maturity Limitation:** The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investments available to satisfy said payment.

##### **3) Debt Service Reserve Funds**

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy.

Maturity Limitation: Maturities shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue or three years, whichever is less.

City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules require refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be made available for any necessary payments to the U.S. Treasury.

#### 4) Capital Project and Special Purpose Funds

Maturity Limitation: Funds used for construction programs have reasonably predictable draw down schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Bond proceeds (excluding reserve and debt service funds) shall generally be limited to the cash flow requirements or the “temporary period” as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

## VI. RELATIONSHIPS WITH FINANCIAL INSTITUTIONS AND FIRMS

### A. Primary Depositories

Primary Depositories shall be selected through the banking service procurement process, which shall include a formal request for applications no less than every five (5) years. In selecting the primary depository, the creditworthiness of institutions shall be considered and the Investment Officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. The City's primary depository contract and other financial relationships for banking services are outside the scope of this Investment Policy; however, all deposits and collateral are subject to compliance with the Act.

### B. Selection and Compliance of Investment Providers

An investment provider offering to engage in an investment transaction with the City shall be presented with the Investment Policy of the City. All investment providers must acknowledge receipt of the Investment Policy.

The qualified representative of a local government investment pool or discretionary investment management firm must execute a written instrument to acknowledge the following:

- 1) the business organization has received and reviewed the City's Investment Policy; and
- 2) the business organization has implemented reasonable procedures and controls to preclude transactions conducted between the City and the business organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an



interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Broker/Dealer institutions or firms may qualify under this section:

- 1) Security Dealers which are the approved and designated Dealers of the Federal Reserve Bank of New York "Primary Dealers" and approved by City Council.
- 2) Security Dealers and Brokers which are not designated as "Primary Dealers" but which are approved individually by the City Council.

Addendum A is the list of brokers/dealers who have qualified and are hereby approved to conduct business with the City as required by the Act. The qualified broker/dealer list must be reviewed and approved by City Council at least annually.

## **VII. SAFEKEEPING AND COLLATERALIZATION**

To protect against potential fraud and embezzlement, investments shall be secured through third party custody and safekeeping procedures.

### **A. Safekeeping & Custody**

All security purchases and trades conducted for the City of Round Rock, Texas will be settled and protected by the City's contracted third-party safekeeping agent. The use of the Delivery Versus Payment (DVP) procedure will be continually used for investment securities transactions, purchases and sales. The City shall authorize the release of funds only after its safekeeping agent has received securities or receipt for the same amount into the City's safekeeping account.

Securities owned by the City under repurchase agreements shall be secured by a written Master Repurchase Agreement, or similar agreement, and all securities will be moved on a DVP basis.

The City shall approve all third-party custodial agents for the custody of securities pledged to the City as collateral to secure demand or time deposits.

All securities and collateral shall be held in an account in the City's name as evidenced by safekeeping receipts of the institutions with which the securities are placed.

Safekeeping and custody procedures shall be reviewed annually by the independent auditor.

### **B. Collateralization Requirements**

The City, in accordance with state statute, requires all City funds held by financial institutions above the FDIC insurable limit to be collateralized with securities or letters of credit issued to the City by the Federal Home Loan Bank. Money Market Accounts and Certificates of Deposits require collateral or FDIC coverage for all principal and accrued interest. Letters of Credit pledged as collateral for

Certificates of Deposit and Money Market Accounts must equal 100% of total value of principal and anticipated interest in excess of FDIC insurance levels. Securities held as collateral shall have a market value equaling at least 102% of the total value of City funds, plus accrued interest, held in excess of FDIC insurance levels, and all securities shall be placed with a third-party custodial agent. *Collateral may be substituted or released only with the written authorization of an Investment Officer.* Allowable collateral may consist only of the following securities as permitted under the Public Funds Collateral Act (Texas Government Code, Ch. 2257).

- 1) Obligations of the U.S. Government, its agencies and instrumentalities including mortgage backed securities and CMOs which do not constitute a high-risk mortgage security *as defined by the Public Funds Collateral Act.*
- 2) Obligations of any U.S. state, agencies, counties, cities and other political subdivisions rated as to investment quality by at least one nationally recognized rating agency.

A monthly report listing the collateral must be provided directly from the Custodian to the City.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City. The “Security for Deposits” portion of the Agreement shall define the City’s rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) the Agreement must be in writing;
- 2) the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) the Agreement must be approved by the Board of Directors or the Bank Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- 4) the Agreement must be part of the Depository’s “official record” continuously since its execution.

## **VIII. PORTFOLIO REPORTING AND REVIEW**

### **A. Reporting**

As required by law, the Investment Officers shall submit a written investment report, prepared in accordance with the Act, signed by each Investment Officer of the City within a reasonable time after the end of each fiscal quarter to the City Council detailing the investment position for the previous quarter. Monthly market values will be obtained from the City’s investment advisor, or other source believed to be reliable, to monitor the portfolio’s position. “Weighted Average Yield to Maturity” shall be the standard for calculating portfolio rate of return.

- 1) For pooled investments – the report must:
  - a. state the beginning book value and market value of the pool portfolio for the reporting period,
  - b. state changes to the book value and market value during the reporting period,
  - c. state the ending book value and market value of the portfolio, and

- d. state the fully accrued interest for the reporting period.
- 2) For separately invested assets – the report must:
  - a. state the book value and market value for each investment at the beginning and end of the reporting period,
  - b. disclose the stated maturity date for each separate investment, and
  - c. show the specific fund from which moneys were received to purchase the investment.
- 3) The report must state compliance of the investment portfolio with the City’s Investment Policy & Strategy and relevant provisions of the Public Funds Investment Act.

**B. Annual Review**

This Policy shall be reviewed and adopted annually by the City Council.

**C. External Audit**

In accordance with the Public Funds Investment Act, in conjunction with the City’s annual financial audit, a compliance audit of management controls on investments and adherence to the City’s established investment policies shall be performed. An annual review of the City’s quarterly reports will also be performed by an independent auditor with the results being presented to the City Council.

**CITY OF ROUND ROCK, TEXAS**  
**LIST OF AUTHORIZED BROKER/DEALERS**

Branch Banking & Trust Company

Cantor Fitzgerald & Co.

Duncan Williams, Inc.

Frost Capital Markets

FHN Financial

Great Pacific Securities

Hilltop Securities Co.

Multi-Bank Securities, Inc.

Oppenheimer & Co., Inc.

Piper Sandler Company

PNC Financial Services Group, Inc.

Raymond James

RBC Capital Markets, LLC

Rice Financial

SAMCO Capital Markets, Inc.

Stifel Fixed Income Capital Markets

Wells Fargo Securities

## Proposed Changes to Investment Policy

	<b>SECTION CHANGED:</b>		<b>PAGE #</b>
1	Section III.A.4	Changed bid-asked price relationship to no greater than <b>1/10</b> of 1 percent.	4
2	Section III.B.4	Add "bond covenants" as a guideline for investing Debt Service Reserve Funds.	5
3	Section IV.C	Add language for required training education topics.	6
5	Section VI.B	Add language that requires all investment providers to acknowledge receipt of the City's Investment Policy.	11
4	Section VI.B.1	Add language that requires qualified representative of an investment pool or investment management firm provide written acknowledgement that they have received and reviewed the City's Investment Policy.	11
5	Section VI.B.2	Add language that compliance with Policy also relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.	12
6	Section VII.B	Add language for securities held as collateral shall have a market value of at least 102% of the total value of City funds, <u>plus accrued interest</u> .	13
7	Addendum	Updated name of FHN Financial, previously listed as FTN Financial. The change was a rebranding effort.	15
8	Addendum	Updated name of Piper Sandler Company, previously listed as Piper Jaffray & Co.	15
9	Addendum	Remove the following broker/dealer: Raymond James. They no longer have an active Texas representative.	15
10	Addendum	Add the following brokers/dealers: Great Pacific Securities, SAMCO Capital Markets, Inc., and Stifel Fixed Income Capital Markets. These brokers/dealers are active in the Texas local government market with excellent track records.	15



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.7**

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**Title:** Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended September 30, 2020.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Round Rock by the Numbers - FY 2019-20 - Q4

**Department:** Finance Department

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### Text of Legislative File 2020-0357

The attached report provides a summary of the City's investments and financial highlights for the quarter ending September 30, 2020. The financial summary has two components. The first page provides quarterly revenue and economic highlights. The second page is a summary of annual budget and city financial facts. The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC, in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

Staff will also make a presentation on these reports at the meeting.

**RESOLUTION NO. R-2020-0357**

**WHEREAS**, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

**WHEREAS**, a Quarterly Investment Report for the quarter ending September 30, 2020 for the City of Round Rock has been submitted to the City Council; and

**WHEREAS**, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

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

That the Quarterly Investment Report, attached hereto as Exhibit “A” and incorporated herein, is hereby received and accepted.

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

**RESOLVED** this 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



**EXHIBIT**  
**"A"**

## **QUARTERLY INVESTMENT REPORT**

**For the Quarter Ended**

**September 30, 2020**

**Prepared by**  
**Valley View Consulting, L.L.C.**

The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

signature withheld for security purposes

Chief Financial Officer

signature withheld for security purposes

Accounting Manager

Valley View Consulting, LLC

signature withheld for security purposes

Deputy Chief Financial Officer

signature withheld for security purposes

Treasury Accountant

Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.



## City of Round Rock, Texas Annual Comparison of Portfolio Performance

### FYE Results by Investment Category:

Asset Type	September 30, 2019			September 30, 2020		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Cash	0.69%	\$ 8,691,552	\$ 8,691,552	0.17%	\$ 5,805,957	\$ 5,805,957
Certificates of Deposit	2.40%	242,805,381	242,805,381	1.77%	251,459,497	251,459,497
Local Government Investment Pool	2.16%	15,666,210	15,666,210	0.15%	19,222,939	19,222,939
Money Market Accounts	2.16%	29,912,788	29,912,788	0.37%	57,904,552	57,904,552
Municipal		-	-	0.58%	16,308,884	16,339,160
US Agency	2.52%	40,967,689	41,128,228	2.87%	5,999,985	6,006,319
US Treasury	2.38%	996,270	997,793		-	-
<b>Totals</b>		<b>\$ 339,039,890</b>	<b>\$ 339,201,952</b>		<b>\$ 356,701,813</b>	<b>\$ 356,738,424</b>
Fourth Quarter-End Yield	2.34%			1.39%		
<b>Average Quarter-End Yields - Fiscal Year (1):</b>						
Round Rock - Total Portfolio	2.33%			1.77%		
TexPool Yield	2.31%			0.75%		
Rolling Three Mo. Treas. Yield	2.30%			0.76%		
Rolling Six Mo. Treas. Yield	2.37%			0.99%		
Rolling 1 Yr. Treas. Yield	2.41%			1.42%		
Rolling 2 Yr. Treas. Yield	2.14%			1.93%		
Year-to-date Interest Income		\$ 7,662,715	Approximate		\$ 6,489,142	Approximate

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

## Summary Holdings by Investment Category (Security Sector)

**September 30, 2020**

Description	YTM @ Cost	Book Value	Market Value
Cash	0.17%	\$ 5,805,957	\$ 5,805,957
Certificates of Deposit	1.77%	251,459,497	251,459,497
Local Government Investment Pool	0.15%	19,222,939	19,222,939
Money Market Accounts	0.37%	57,904,552	57,904,552
Municipal	0.58%	16,308,884	16,339,160
US Agency	2.87%	5,999,985	6,006,319
<b>Total / Average</b>	<b>1.39%</b>	<b>\$ 356,701,813</b>	<b>\$ 356,738,424</b>

**June 30, 2020**

Description	YTM @ Cost	Book Value	Market Value
Cash	0.18%	\$ 5,559,178	\$ 5,559,178
Certificates of Deposit	1.88%	265,575,244	265,575,244
Local Government Investment Pool	0.23%	38,859,847	38,859,847
Money Market Accounts	0.54%	61,009,661	61,009,661
Municipal	1.43%	12,076,024	12,130,319
US Agency	2.77%	15,999,432	16,083,073
<b>Total / Average</b>	<b>1.51%</b>	<b>\$ 399,079,386</b>	<b>\$ 399,217,322</b>

### Average Yield

	Current Quarter (1)	Fiscal Year- to-Date (2)
<b>Total Portfolio</b>	<b>1.39%</b>	<b>1.77%</b>
TexPool Yield	0.15%	0.75%
Rolling Three Mo. Treas. Yield	0.12%	0.76%
Rolling Six Mo. Treas. Yield	0.15%	0.99%
Rolling 1 Yr. Treas. Yield	0.76%	1.42%
Rolling 2 Yr. Treas. Yield	1.52%	1.93%

### Investment Income (3)

Interest Income (Approximate)	\$ 1,021,918	\$ 6,489,142
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WAM at 9/30/2020	Policy WAM Max
Total Portfolio	213 days
Pooled Funds	237 days
	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

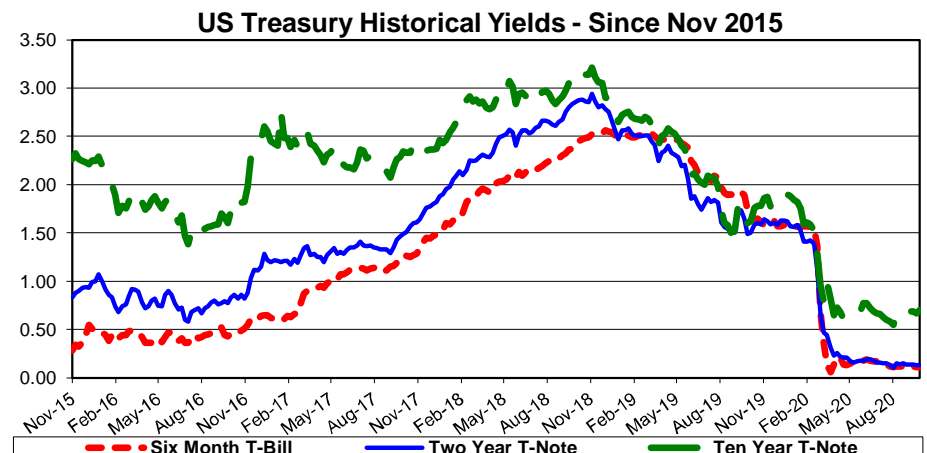
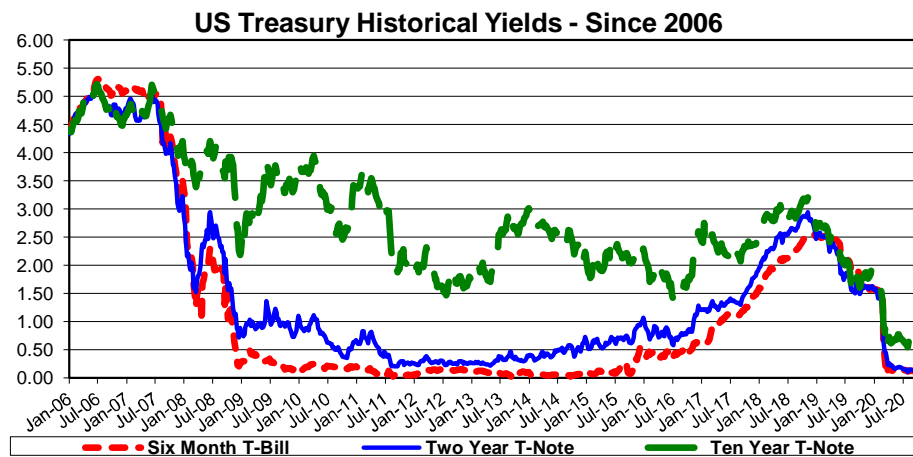
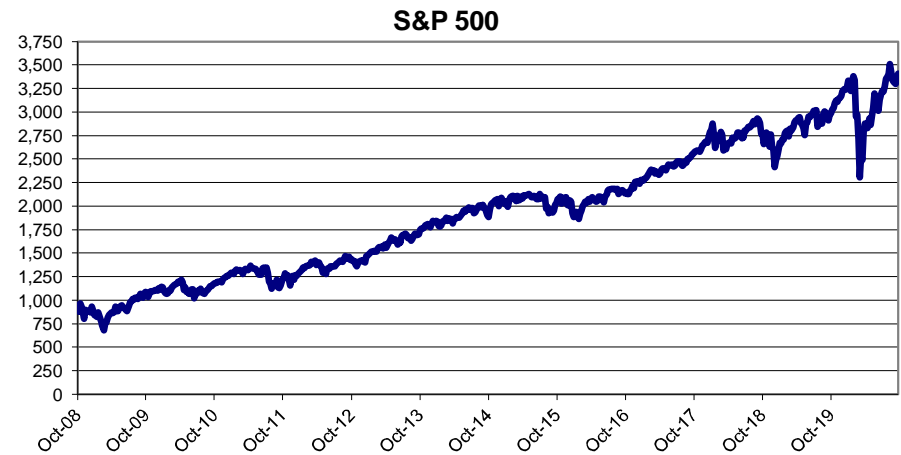
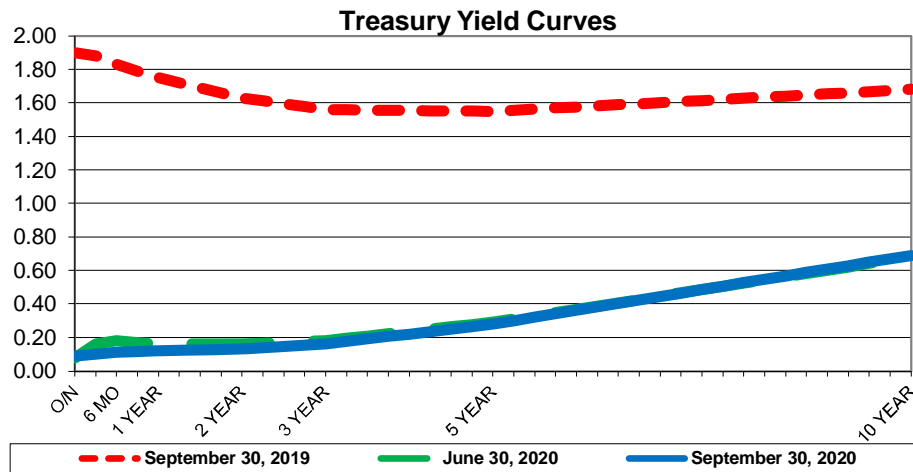
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

## Economic Overview

9/30/2020

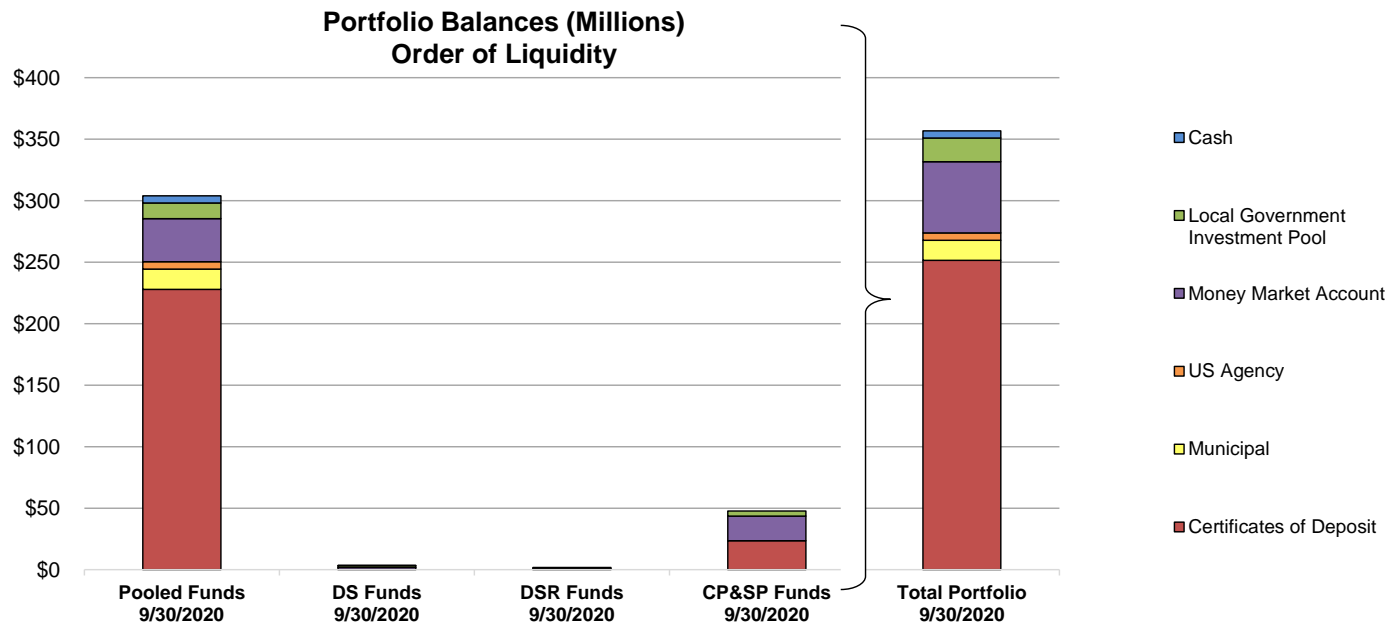
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading +/-0.10%), and projected that reduced rates could remain through 2024. Final estimate of Second Quarter GDP revised to down 31.4% (from down 31.9%). The Yield Curve remained stable. Crude oil slid to below \$40 per barrel. September Non Farm Payroll added 661k workers. Business added over 800k, but governments shed 200+k. The Stock Markets retreated slightly from all-time highs. Housing strengthened due to low mortgage rates. Additional federal economic assistance remained stalled in Congress.



## Holdings by Investment Category

September 30, 2020

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 5,801,132	2%	\$ 4,825	0%	\$ –	0%	\$ –	0%	\$ 5,805,957	2%
Certificates of Deposit	227,972,597	64%	–	0%	–	0%	23,486,900	7%	251,459,497	70%
Investment Pools	12,832,632	4%	1,370,875	0%	993,048	0%	4,026,383	1%	19,222,939	5%
Money Market Accounts	35,089,613	10%	1,833,090	1%	853,711	0%	20,128,139	6%	57,904,552	16%
Municipal	16,308,884	5%	–	0%	–	0%	–	0%	16,308,884	5%
US Agency	5,999,985	2%	–	0%	–	0%	–	0%	5,999,985	2%
<b>Total / Average</b>	<b>\$ 304,004,842</b>	<b>85%</b>	<b>\$ 3,208,790</b>	<b>1%</b>	<b>\$ 1,846,759</b>	<b>1%</b>	<b>\$ 47,641,422</b>	<b>13%</b>	<b>\$ 356,701,813</b>	<b>100%</b>



## Investment Holdings by Investment Category

September 30, 2020

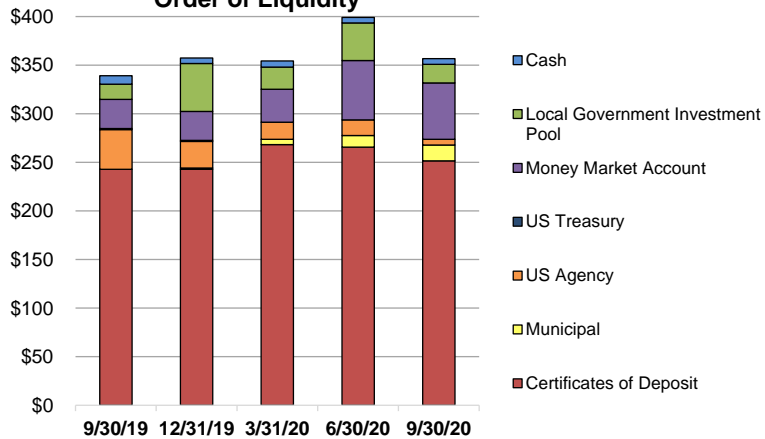
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 5,805,957	1.6%	100%
Investment Pools	19,222,939	5.4%	100%
Money Market Accounts	57,904,552	16.2%	75%
Certificates of Deposit	251,459,497	70.5%	85%
Commercial Paper	—	0.0%	10% / 5%
Municipal	16,308,884	4.6%	35% / 5%
US Agency	5,999,985	1.7%	Combined
US Treasury	—	0.0%	75%
<b>Total / Average</b>	<b>\$ 356,701,813</b>	<b>100%</b>	<b>PASSED</b>

## Quarterly Transactions By Investment Category

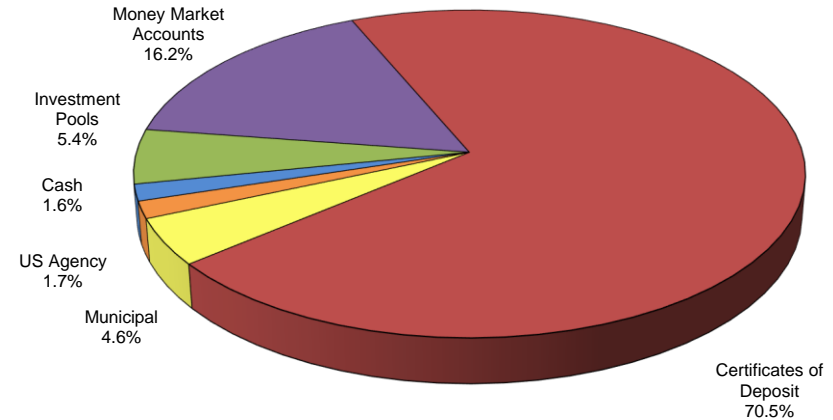
September 30, 2020

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 246,779
Investment Pools	—	—	—	—	11,233	(19,636,908)
Money Markets Accounts	—	—	—	—	65,783	(3,105,109)
Certificates of Deposit	11,124,187	—	25,239,934	—	1,241,517	—
Commercial Paper	—	—	—	—	—	—
Municipal	9,689,156	—	5,000,000	—	274,500	—
US Agency	—	—	10,000,000	—	134,000	—
US Treasury	—	—	—	—	—	—
<b>Totals</b>	<b>\$ 20,813,343</b>	<b>\$ —</b>	<b>\$ 40,239,934</b>	<b>\$ —</b>	<b>\$ 1,727,033</b>	<b>\$ (22,495,238)</b>

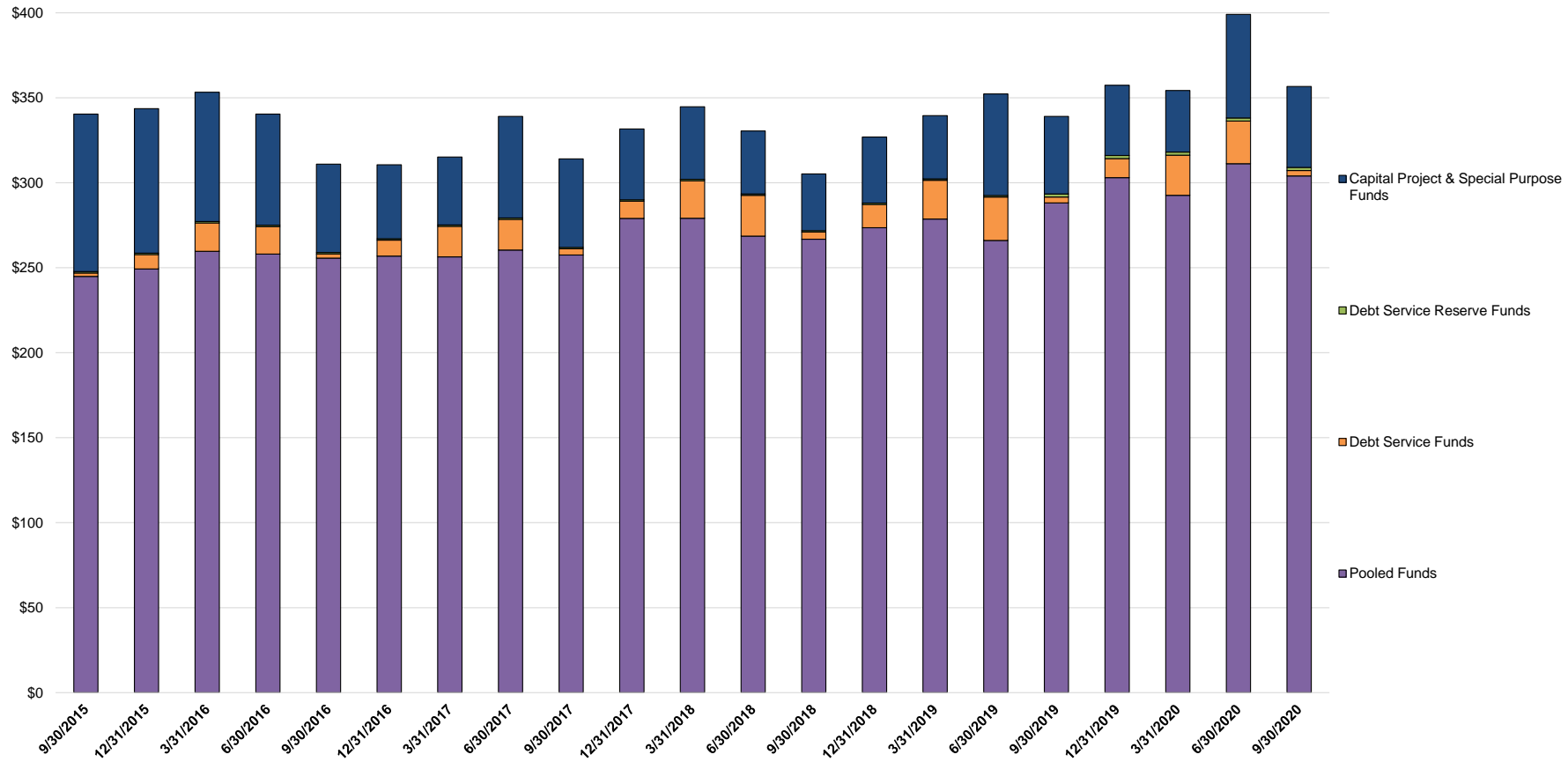
**Portfolio Balances (Millions)  
Order of Liquidity**



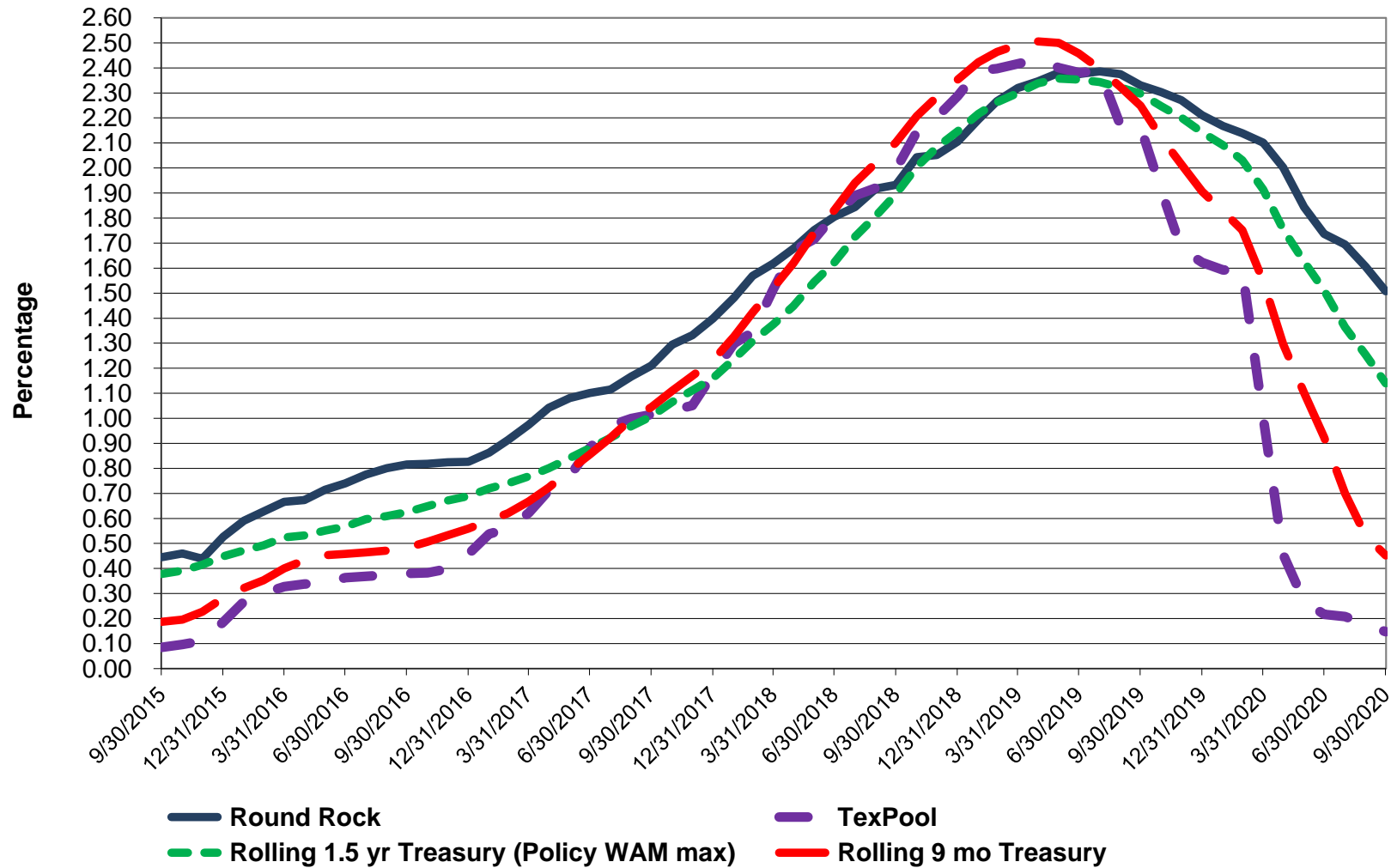
**Portfolio Composition  
September 30, 2020**



Portfolio Balances By Fund (Millions)



# City of Round Rock Pooled Funds Performance



**Holdings by Allocation and Portfolio (Fund)**
**September 30, 2020**

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 000 - Pooled Investments</b>										
NexBank	0.45%		11/29/2016	\$ 29,143,556	\$ 29,143,556	100.00	\$ 29,143,556	N/A	1	0.45%
Veritex Community Bank	0.20%		09/01/2020	5,946,057	5,946,057	100.00	5,946,057	N/A	1	0.20%
JPMorgan Chase	0.17%		09/30/2015	5,801,132	5,801,132	100.00	5,801,132	N/A	1	0.17%
TexSTAR	0.13%	AAAm	09/30/2015	200,452	200,452	100.00	200,452	N/A	1	0.13%
TexPool	0.15%	AAAm	09/30/2015	9,629,907	9,629,907	100.00	9,629,907	N/A	1	0.15%
TexasDAILY	0.14%	AAAm	09/30/2015	3,002,274	3,002,274	100.00	3,002,274	N/A	1	0.14%
East West Bank	2.78%		01/11/2019	4,196,286	4,196,286	100.00	4,196,286	10/12/2020	12	2.78%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,985	100.11	6,006,319	10/15/2020	15	2.87%
Independent Bank	2.65%		05/01/2019	5,341,022	5,341,022	100.00	5,341,022	11/01/2020	32	2.65%
Prosperity Bank	3.05%		11/16/2018	5,287,228	5,287,228	100.00	5,287,228	11/16/2020	47	3.05%
Bank OZK	1.72%		02/14/2020	5,050,908	5,050,908	100.00	5,050,908	11/16/2020	47	1.72%
East West Bank	2.70%		02/20/2019	5,222,656	5,222,656	100.00	5,222,656	11/20/2020	51	2.70%
Independent Bank	2.05%		09/03/2019	3,062,024	3,062,024	100.00	3,062,024	12/03/2020	64	2.05%
Prosperity Bank	3.05%		12/07/2018	5,274,017	5,274,017	100.00	5,274,017	12/07/2020	68	3.05%
Independent Bank	1.85%		10/04/2019	5,069,631	5,069,631	100.00	5,069,631	01/04/2021	96	1.85%
East West Bank	2.78%		01/11/2019	10,490,716	10,490,716	100.00	10,490,716	01/11/2021	103	2.78%
Origin Bank	2.82%		02/12/2019	6,466,678	6,466,678	100.00	6,466,678	02/12/2021	135	2.82%
Cedar Hill ISD Ref-Txbl	0.00%	Aaa/-/AAA	11/14/2019	500,000	496,419	99.57	497,825	02/15/2021	138	1.93%
Carrollton Farmers Branch GO	5.00%	Aaa/AAA/-	04/09/2020	2,930,000	2,974,309	101.80	2,982,681	02/15/2021	138	0.95%
East West Bank	2.71%		02/20/2019	10,969,348	10,969,348	100.00	10,969,348	02/19/2021	142	2.71%
FORT BEND COUNTY-REF	5.00%	Aa1/-/AA+	06/17/2020	250,000	254,281	101.85	254,628	03/01/2021	152	0.87%
Prosperity Bank	2.74%		03/01/2019	2,605,126	2,605,126	100.00	2,605,126	03/01/2021	152	2.74%
Independent Bank	1.86%		09/30/2019	5,093,716	5,093,716	100.00	5,093,716	03/30/2021	181	1.86%
Independent Bank	1.80%		10/11/2019	9,121,925	9,121,925	100.00	9,121,925	04/12/2021	194	1.80%
Independent Bank	2.15%		07/22/2019	5,108,503	5,108,503	100.00	5,108,503	04/22/2021	204	2.15%
Allegiance Bank	1.70%		02/10/2020	5,042,357	5,042,357	100.00	5,042,357	05/10/2021	222	1.70%
Independent Bank	0.65%		05/16/2020	5,208,334	5,208,334	100.00	5,208,334	05/17/2021	229	0.65%
BBVA	1.94%		08/27/2019	5,106,423	5,106,423	100.00	5,106,423	05/27/2021	239	1.94%
Bexar County Flood GO Ref	5.00%	Aaa/AAA/AAA	04/07/2020	2,930,000	3,009,983	103.42	3,030,206	06/15/2021	258	1.10%
Veritex Community Bank	1.67%		12/20/2019	5,063,175	5,063,175	100.00	5,063,175	06/21/2021	264	1.67%
BOKF, NA	2.00%		06/27/2019	2,000,000	2,000,000	100.00	2,000,000	06/24/2021	267	2.00%
Veritex Community Bank	1.74%		09/30/2019	5,087,811	5,087,811	100.00	5,087,811	06/30/2021	273	1.74%
BBVA	1.77%		10/03/2019	5,081,736	5,081,736	100.00	5,081,736	07/05/2021	278	1.77%
Independent Bank	2.15%		07/22/2019	5,108,503	5,108,503	100.00	5,108,503	07/22/2021	295	2.15%
R Bank	1.80%		01/27/2020	2,018,031	2,018,031	100.00	2,018,031	07/27/2021	300	1.80%
East West Bank	1.64%		11/22/2019	5,071,041	5,071,041	100.00	5,071,041	08/23/2021	327	1.64%
State of TX Transportation	4.00%	MIG1/SP1+/F1+	09/02/2020	9,000,000	9,309,776	103.43	9,308,340	08/26/2021	330	0.20%
BBVA	1.87%		08/27/2019	3,061,527	3,061,527	100.00	3,061,527	08/27/2021	331	1.87%
Security State Bank & Trust	2.09%		09/05/2019	7,147,475	7,147,475	100.00	7,147,475	09/13/2021	348	2.09%
Veritex Community Bank	1.71%		10/03/2019	10,128,917	10,128,917	100.00	10,128,917	10/04/2021	369	1.71%
East West Bank	1.65%		01/27/2020	6,067,643	6,067,643	100.00	6,067,643	10/27/2021	392	1.65%
East West Bank	1.54%		02/18/2020	6,057,485	6,057,485	100.00	6,057,485	11/19/2021	415	1.54%
East West Bank	1.64%		11/22/2019	5,071,041	5,071,041	100.00	5,071,041	11/22/2021	418	1.64%
Veritex Community Bank	1.67%		12/20/2019	5,063,175	5,063,175	100.00	5,063,175	12/20/2021	446	1.67%
Bank OZK	1.70%		01/28/2020	8,091,422	8,091,422	100.00	8,091,422	01/24/2022	481	1.70%
R Bank	1.75%		01/27/2020	2,017,528	2,017,528	100.00	2,017,528	01/27/2022	484	1.75%
Allegiance Bank	1.59%		02/10/2020	5,039,611	5,039,611	100.00	5,039,611	02/10/2022	498	1.59%
East West Bank	1.54%		02/18/2020	5,047,904	5,047,904	100.00	5,047,904	02/18/2022	506	1.54%
FORT BEND COUNTY-REF	5.00%	Aa1/-/AA+	06/17/2020	250,000	264,116	106.19	265,480	03/01/2022	517	0.98%
Allegiance Bank	0.40%		06/17/2020	10,009,863	10,009,863	100.00	10,009,863	03/18/2022	534	0.40%
Allegiance Bank	0.45%		06/17/2020	12,013,315	12,013,315	100.00	12,013,315	06/17/2022	625	0.45%
Bank OZK	0.50%		07/09/2020	10,008,495	10,008,495	100.00	10,008,495	07/11/2022	649	0.50%
<b>Sub Total / Average</b>	<b>1.70%</b>			<b>303,555,973</b>	<b>304,004,842</b>	<b>100.16</b>	<b>304,041,453</b>		<b>237</b>	<b>1.51%</b>



**Holdings by Allocation and Portfolio (Fund)**
**September 30, 2020**

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>										
TexasDAILY	0.14%	AAAm	04/30/2016	4,759	4,759	100.00	4,759	N/A	1	0.14%
NexBank	0.45%		02/27/2017	1,833,090	1,833,090	100.00	1,833,090	N/A	1	0.45%
TexPool	0.15%	AAAm	09/30/2015	94,265	94,265	100.00	94,265	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.43%</b>			<b>1,932,114</b>	<b>1,932,114</b>	<b>100.00</b>	<b>1,932,114</b>		<b>1</b>	<b>0.43%</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>										
JPMorgan Chase	0.17%		09/30/2015	4,825	4,825	100.00	4,825	N/A	1	0.17%
<b>Sub Total / Average</b>	<b>0.17%</b>			<b>4,825</b>	<b>4,825</b>	<b>100.00</b>	<b>4,825</b>		<b>1</b>	<b>0.17%</b>
<b>Fund 459 - 2018 Bond Fund</b>										
TexPool	0.15%	AAAm	12/15/2018	159,670	159,670	100.00	159,670	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.15%</b>			<b>159,670</b>	<b>159,670</b>	<b>100.00</b>	<b>159,670</b>		<b>1</b>	<b>0.15%</b>
<b>Fund 462 - 2017 Bond Fund</b>										
TexPool	0.15%	AAAm	05/30/2017	3,386,397	3,386,397	100.00	3,386,397	N/A	1	0.15%
NexBank	0.45%		03/30/2020	2,169,287	2,169,287	100.00	2,169,287	N/A	1	0.45%
Southside Bank	1.70%		12/19/2019	6,077,178	6,077,178	100.00	6,077,178	12/21/2020	82	1.70%
Bank OZK	1.15%		03/06/2020	2,514,541	2,514,541	100.00	2,514,541	03/08/2021	159	1.15%
<b>Sub Total / Average</b>	<b>1.04%</b>			<b>14,147,403</b>	<b>14,147,403</b>	<b>100.00</b>	<b>14,147,403</b>		<b>64</b>	<b>1.04%</b>
<b>Fund 465 - 2019 CO Bond Fund</b>										
NexBank	0.45%		06/28/2019	5,624,913	5,624,913	100.00	5,624,913	N/A	1	0.45%
TexPool	0.15%	AAAm	09/01/2020	250,547	250,547	100.00	250,547	N/A	1	0.15%
Veritex Community Bank	0.20%		06/19/2020	12,066,812	12,066,812	100.00	12,066,812	N/A	1	0.20%
Independent Bank	2.52%		06/05/2019	4,127,901	4,127,901	100.00	4,127,901	12/05/2020	66	2.52%
Independent Bank	0.60%		06/19/2020	10,015,452	10,015,452	100.00	10,015,452	06/21/2021	264	0.60%
<b>Sub Total / Average</b>	<b>0.67%</b>			<b>32,085,625</b>	<b>32,085,625</b>	<b>100.00</b>	<b>32,085,625</b>		<b>91</b>	<b>0.67%</b>
<b>Fund 591 - Reserves Fund</b>										
TexPool	0.15%	AAAm	09/30/2015	8,718	8,718	100.00	8,718	N/A	1	0.15%
NexBank	0.45%		04/29/2019	853,711	853,711	100.00	853,711	N/A	1	0.45%
<b>Sub Total / Average</b>	<b>0.45%</b>			<b>862,429</b>	<b>862,429</b>	<b>100.00</b>	<b>862,429</b>		<b>1</b>	<b>0.45%</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>										
TexPool	0.15%	AAAm	09/30/2015	1,271,850	1,271,850	100.00	1,271,850	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.15%</b>			<b>1,271,850</b>	<b>1,271,850</b>	<b>100.00</b>	<b>1,271,850</b>		<b>1</b>	<b>0.15%</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>										
TexPool	0.15%	AAAm	08/30/2019	984,330	984,330	100.00	984,330	N/A	1	0.15%
<b>Sub Total / Average</b>	<b>0.15%</b>			<b>984,330</b>	<b>984,330</b>	<b>100.00</b>	<b>984,330</b>		<b>1</b>	<b>0.15%</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>										
NexBank	0.45%		08/30/2020	267,127	267,127	100.00	267,127	N/A	1	0.45%
TexPool	0.15%	AAAm	10/31/2015	229,769	229,769	100.00	229,769	N/A	1	0.15%
Bank OZK	0.58%		05/01/2020	751,828	751,828	100.00	751,828	11/02/2020	33	0.58%
<b>Sub Total / Average</b>	<b>0.47%</b>			<b>1,248,724</b>	<b>1,248,724</b>	<b>100.00</b>	<b>1,248,724</b>		<b>20</b>	<b>0.47%</b>
<b>Total / Average</b>	<b>1.56%</b>			<b>\$ 356,252,945</b>	<b>\$ 356,701,813</b>	<b>100.14</b>	<b>\$ 356,738,424</b>		<b>213</b>	<b>1.39%</b>

# Book Value Comparison

September 30, 2020

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
<b>Fund 000 - Pooled Investments</b>								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 5,553,952	\$ 1,375,142	\$ 1,127,963	\$ 5,801,132	\$ 247,179
TexPool	N/A	09/30/2015	N/A	2,001,576	12,122,384	4,494,053	9,629,907	7,628,330
TexSTAR	N/A	09/30/2015	N/A	200,368	84	–	200,452	84
TexasDAILY	N/A	09/30/2015	N/A	11,444,822	1,101,852	9,544,401	3,002,274	(8,442,549)
NexBank	N/A	11/29/2016	N/A	24,832,571	4,310,985	–	29,143,556	4,310,985
Veritex Community Bank	N/A	09/01/2020	N/A	–	5,946,057	–	5,946,057	5,946,057
Independent Bank	2.95%	07/06/2018	07/08/2020	6,843,621	–	6,843,621	–	(6,843,621)
Independent Bank	2.70%	04/09/2019	07/09/2020	3,081,989	–	3,081,989	–	(3,081,989)
Bank OZK	1.72%	02/14/2020	08/14/2020	5,028,587	7,113	5,035,700	–	(5,028,587)
FFCB	2.68%	08/29/2018	08/24/2020	9,999,542	–	10,000,000	–	(9,999,542)
STATE OF TEXAS TRAN	4.00%	03/18/2020	08/27/2020	5,016,165	–	5,000,000	–	(5,016,165)
R Bank	2.08%	09/05/2019	09/03/2020	2,034,485	7,201	2,041,685	–	(2,034,485)
East West Bank	2.69%	03/04/2019	09/04/2020	5,181,945	11,852	5,193,797	–	(5,181,945)
East West Bank	2.78%	01/11/2019	10/12/2020	4,166,986	29,300	–	4,196,286	29,300
FHLB	2.86%	10/02/2018	10/15/2020	5,999,891	–	–	5,999,985	94
Independent Bank	2.65%	05/01/2019	11/01/2020	5,305,679	35,342	–	5,341,022	35,342
Prosperity Bank	3.05%	11/16/2018	11/16/2020	5,246,899	40,329	–	5,287,228	40,329
Bank OZK	1.72%	02/14/2020	11/16/2020	5,029,061	21,847	–	5,050,908	21,847
East West Bank	2.70%	02/20/2019	11/20/2020	5,187,236	35,421	–	5,222,656	35,421
Independent Bank	2.05%	09/03/2019	12/03/2020	3,046,326	15,698	–	3,062,024	15,698
Prosperity Bank	3.05%	12/07/2018	12/07/2020	5,233,789	40,228	–	5,274,017	40,228
Independent Bank	1.85%	10/04/2019	01/04/2021	5,046,419	23,212	–	5,069,631	23,212
East West Bank	2.78%	01/11/2019	01/11/2021	10,417,466	73,250	–	10,490,716	73,250
Origin Bank	2.82%	02/12/2019	02/12/2021	6,421,037	45,640	–	6,466,678	45,640
Carrollton Farmers Branch GO	5.00%	04/09/2020	02/15/2021	3,003,848	–	–	2,974,309	(29,539)
Cedar Hill ISD Ref-Txbl	0.00%	11/14/2019	02/15/2021	494,032	–	–	496,419	2,387
East West Bank	2.71%	02/20/2019	02/19/2021	10,894,678	74,670	–	10,969,348	74,670
FORT BEND COUNTY-REF	5.00%	06/17/2020	03/01/2021	256,871	–	–	254,281	(2,591)
Prosperity Bank	2.74%	03/01/2019	03/01/2021	2,587,266	17,861	–	2,605,126	17,861
Independent Bank	1.86%	09/30/2019	03/30/2021	5,070,012	23,704	–	5,093,716	23,704
Independent Bank	1.80%	10/11/2019	04/12/2021	9,081,282	40,642	–	9,121,925	40,642
Independent Bank	2.15%	07/22/2019	04/22/2021	5,081,340	27,163	–	5,108,503	27,163
Allegiance Bank	1.70%	02/10/2020	05/10/2021	5,020,902	21,455	–	5,042,357	21,455
Independent Bank	0.65%	05/16/2020	05/17/2021	5,199,855	8,479	–	5,208,334	8,479
BBVA	1.94%	08/27/2019	05/27/2021	5,081,583	24,840	–	5,106,423	24,840
Bexar County Flood GO Ref	5.00%	04/07/2020	06/15/2021	3,038,505	–	–	3,009,983	(28,521)
Veritex Community Bank	1.67%	12/20/2019	06/21/2021	5,041,952	21,223	–	5,063,175	21,223
BOKF, NA	2.00%	06/27/2019	06/24/2021	2,000,000	–	–	2,000,000	–
Veritex Community Bank	1.74%	09/30/2019	06/30/2021	5,065,594	22,216	–	5,087,811	22,216
BBVA	1.77%	10/03/2019	07/05/2021	5,059,241	22,495	–	5,081,736	22,495
Independent Bank	2.15%	07/22/2019	07/22/2021	5,081,340	27,163	–	5,108,503	27,163
R Bank	1.80%	01/27/2020	07/27/2021	2,008,995	9,036	–	2,018,031	9,036
East West Bank	1.64%	11/22/2019	08/23/2021	5,050,122	20,918	–	5,071,041	20,918
State of TX Transportation	4.00%	09/02/2020	08/26/2021	–	9,689,156	–	9,309,776	9,309,776
BBVA	1.87%	08/27/2019	08/27/2021	3,047,170	14,357	–	3,061,527	14,357
Security State Bank & Trust	2.09%	09/05/2019	09/13/2021	7,110,146	37,329	–	7,147,475	37,329
Veritex Community Bank	1.71%	10/03/2019	10/04/2021	10,085,918	42,999	–	10,128,917	42,999
East West Bank	1.65%	01/27/2020	10/27/2021	6,042,461	25,182	–	6,067,643	25,182
East West Bank	1.54%	02/18/2020	11/19/2021	6,034,018	23,467	–	6,057,485	23,467
East West Bank	1.64%	11/22/2019	11/22/2021	5,050,122	20,918	–	5,071,041	20,918
Veritex Community Bank	1.67%	12/20/2019	12/20/2021	5,041,952	21,223	–	5,063,175	21,223
Bank OZK	1.70%	01/28/2020	01/24/2022	8,056,830	34,593	–	8,091,422	34,593
R Bank	1.75%	01/27/2020	01/27/2022	2,008,745	8,783	–	2,017,528	8,783
Allegiance Bank	1.59%	02/10/2020	02/10/2022	5,019,549	20,062	–	5,039,611	20,062
East West Bank	1.54%	02/18/2020	02/18/2022	5,028,348	19,556	–	5,047,904	19,556
FORT BEND COUNTY-REF	5.00%	06/17/2020	03/01/2022	266,628	–	–	264,116	(2,512)
Allegiance Bank	0.40%	06/17/2020	03/18/2022	10,000,000	9,863	–	10,009,863	9,863

# Book Value Comparison

September 30, 2020

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Allegiance Bank	0.45%	06/17/2020	06/17/2022	12,000,000	13,315	–	12,013,315	13,315
Bank OZK	0.50%	07/09/2020	07/11/2022	–	10,008,495	–	10,008,495	10,008,495
<b>Sub Total/Average Fund 000 - Pooled Investments</b>				<b>311,229,718</b>	<b>45,594,102</b>	<b>52,363,210</b>	<b>304,004,842</b>	<b>(7,224,876)</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>								
TexPool	N/A	09/30/2015	N/A	2,144,794	11,742	2,062,271	94,265	(2,050,529)
TexasDAILY	N/A	04/30/2016	N/A	5,283,544	1,216	5,280,000	4,759	(5,278,784)
NexBank	N/A	02/27/2017	N/A	10,630,538	6,048	8,803,496	1,833,090	(8,797,448)
<b>Sub Total/Average Fund 170 - Interest &amp; Sinking GO Bonds</b>				<b>18,058,875</b>	<b>19,006</b>	<b>16,145,767</b>	<b>1,932,114</b>	<b>(16,126,761)</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>								
JPMorgan Chase	N/A	09/30/2015	N/A	5,225	321,778	322,178	4,825	(400)
<b>Sub Total/Average Fund 210 - Interest &amp; Sinking Debt Service</b>				<b>5,225</b>	<b>321,778</b>	<b>322,178</b>	<b>4,825</b>	<b>(400)</b>
<b>Fund 459 - 2018 Bond Fund</b>								
TexPool	N/A	12/15/2018	N/A	191,507	96	31,933	159,670	(31,837)
<b>Sub Total/Average Fund 459 - 2018 Bond Fund</b>				<b>191,507</b>	<b>96</b>	<b>31,933</b>	<b>159,670</b>	<b>(31,837)</b>
<b>Fund 462 - 2017 Bond Fund</b>								
TexPool	N/A	05/30/2017	N/A	251,781	6,634,616	3,500,000	3,386,397	3,134,616
NexBank	N/A	03/30/2020	N/A	1,002,601	3,503,115	2,336,429	2,169,287	1,166,686
Origin Bank	N/A	08/01/2019	N/A	3,569,924	6,485	3,576,408	–	(3,569,924)
Independent Bank	1.91%	09/30/2019	09/30/2020	3,043,142	–	3,043,142	–	(3,043,142)
Southside Bank	1.70%	12/19/2019	12/21/2020	6,051,249	25,929	–	6,077,178	25,929
Bank OZK	1.15%	03/06/2020	03/08/2021	2,507,260	7,281	–	2,514,541	7,281
<b>Sub Total/Average Fund 462 - 2017 Bond Fund</b>				<b>16,425,956</b>	<b>10,177,426</b>	<b>12,455,979</b>	<b>14,147,403</b>	<b>(2,278,553)</b>
<b>Fund 465 - 2019 CO Bond Fund</b>								
TexPool	N/A	05/30/2019	N/A	8,094,069	1,394	8,095,464	–	(8,094,069)
TexPool	N/A	09/01/2020	N/A	–	250,547	–	250,547	250,547
NexBank	N/A	06/28/2019	N/A	2,119,577	3,505,335	–	5,624,913	3,505,335
Veritex Community Bank	N/A	06/19/2020	N/A	18,001,775	10,117	5,945,080	12,066,812	(5,934,963)
Independent Bank	2.52%	06/05/2019	12/05/2020	4,101,918	25,983	–	4,127,901	25,983
Independent Bank	0.60%	06/19/2020	06/21/2021	10,000,000	15,452	–	10,015,452	15,452
<b>Sub Total/Average Fund 465 - 2019 CO Bond Fund</b>				<b>42,317,340</b>	<b>3,808,829</b>	<b>14,040,544</b>	<b>32,085,625</b>	<b>(10,231,715)</b>
<b>Fund 591 - Reserves Fund</b>								
TexPool	N/A	09/30/2015	N/A	8,714	4	–	8,718	4
NexBank	N/A	04/29/2019	N/A	852,675	1,035	–	853,711	1,035
<b>Sub Total/Average Fund 591 - Reserves Fund</b>				<b>861,390</b>	<b>1,039</b>	<b>–</b>	<b>862,429</b>	<b>1,039</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>								
TexPool	N/A	09/30/2015	N/A	7,025,189	2,169	5,755,508	1,271,850	(5,753,339)
<b>Sub Total/Average Fund 602 - Interest &amp; Sinking Revenue Bonds</b>				<b>7,025,189</b>	<b>2,169</b>	<b>5,755,508</b>	<b>1,271,850</b>	<b>(5,753,339)</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>								
TexPool	N/A	08/30/2019	N/A	983,889	441	–	984,330	441
<b>Sub Total/Average Fund 605 - Kalahari Debt Service Reserve</b>				<b>983,889</b>	<b>441</b>	<b>–</b>	<b>984,330</b>	<b>441</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>								
TexPool	N/A	10/31/2015	N/A	1,229,593	176	1,000,000	229,769	(999,824)
NexBank	N/A	08/30/2020	N/A	–	1,000,518	733,391	267,127	267,127
Bank OZK	0.58%	05/01/2020	11/02/2020	750,728	1,100	–	751,828	1,100
<b>Sub Total/Average Fund 863 - Drainage Utility Revenue Bond</b>				<b>1,980,321</b>	<b>1,001,794</b>	<b>1,733,391</b>	<b>1,248,724</b>	<b>(731,597)</b>
<b>Total / Average</b>				<b>\$ 399,079,411</b>	<b>\$ 60,926,680</b>	<b>\$ 102,848,509</b>	<b>\$ 356,701,813</b>	<b>\$ (42,377,597)</b>

# Market Value Comparison

September 30, 2020

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
<b>Fund 000 - Pooled Investments</b>								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 5,553,952	\$ 1,375,142	\$ 1,127,963	\$ 5,801,132	\$ -
TexPool	N/A	09/30/2015	N/A	2,001,576	12,122,384	4,494,053	9,629,907	-
TexSTAR	N/A	09/30/2015	N/A	200,368	84	-	200,452	-
TexasDAILY	N/A	09/30/2015	N/A	11,444,822	1,101,852	9,544,401	3,002,274	-
NexBank	N/A	11/29/2016	N/A	24,832,571	4,310,985	-	29,143,556	-
Veritex Community Bank	N/A	09/01/2020	N/A	-	5,946,057	-	5,946,057	-
Independent Bank	2.95%	07/06/2018	07/08/2020	6,843,621	-	6,843,621	-	-
Independent Bank	2.70%	04/09/2019	07/09/2020	3,081,989	-	3,081,989	-	-
Bank OZK	1.72%	02/14/2020	08/14/2020	5,028,587	7,113	5,035,700	-	-
FFCB	2.68%	08/29/2018	08/24/2020	10,036,506	-	10,000,000	-	(36,506)
STATE OF TEXAS TRAN	4.00%	03/18/2020	08/27/2020	5,029,300	-	5,000,000	-	(29,300)
R Bank	2.08%	09/05/2019	09/03/2020	2,034,485	7,201	2,041,685	-	-
East West Bank	2.69%	03/04/2019	09/04/2020	5,181,945	11,852	5,193,797	-	-
East West Bank	2.78%	01/11/2019	10/12/2020	4,166,986	29,300	-	4,196,286	-
FHLB	2.86%	10/02/2018	10/15/2020	6,046,567	-	-	6,006,319	(40,248)
Independent Bank	2.65%	05/01/2019	11/01/2020	5,305,679	35,342	-	5,341,022	-
Prosperity Bank	3.05%	11/16/2018	11/16/2020	5,246,899	40,329	-	5,287,228	-
Bank OZK	1.72%	02/14/2020	11/16/2020	5,029,061	21,847	-	5,050,908	-
East West Bank	2.70%	02/20/2019	11/20/2020	5,187,236	35,421	-	5,222,656	-
Independent Bank	2.05%	09/03/2019	12/03/2020	3,046,326	15,698	-	3,062,024	-
Prosperity Bank	3.05%	12/07/2018	12/07/2020	5,233,789	40,228	-	5,274,017	-
Independent Bank	1.85%	10/04/2019	01/04/2021	5,046,419	23,212	-	5,069,631	-
East West Bank	2.78%	01/11/2019	01/11/2021	10,417,466	73,250	-	10,490,716	-
Origin Bank	2.82%	02/12/2019	02/12/2021	6,421,037	45,640	-	6,466,678	-
Carrollton Farmers Branch GO	5.00%	04/09/2020	02/15/2021	3,016,464	-	-	2,982,681	(33,783)
Cedar Hill ISD Ref-Txbl	0.00%	11/14/2019	02/15/2021	495,985	-	-	497,825	1,840
East West Bank	2.71%	02/20/2019	02/19/2021	10,894,678	74,670	-	10,969,348	-
FORT BEND COUNTY-REF	5.00%	06/17/2020	03/01/2021	257,215	-	-	254,628	(2,588)
Prosperity Bank	2.74%	03/01/2019	03/01/2021	2,587,266	17,861	-	2,605,126	-
Independent Bank	1.86%	09/30/2019	03/30/2021	5,070,012	23,704	-	5,093,716	-
Independent Bank	1.80%	10/11/2019	04/12/2021	9,081,282	40,642	-	9,121,925	-
Independent Bank	2.15%	07/22/2019	04/22/2021	5,081,340	27,163	-	5,108,503	-
Allegiance Bank	1.70%	02/10/2020	05/10/2021	5,020,902	21,455	-	5,042,357	-
Independent Bank	0.65%	05/16/2020	05/17/2021	5,199,855	8,479	-	5,208,334	-
BBVA	1.94%	08/27/2019	05/27/2021	5,081,583	24,840	-	5,106,423	-
Bexar County Flood GO Ref	5.00%	04/07/2020	06/15/2021	3,063,520	-	-	3,030,206	(33,314)
Veritex Community Bank	1.67%	12/20/2019	06/21/2021	5,041,952	21,223	-	5,063,175	-
BOKF, NA	2.00%	06/27/2019	06/24/2021	2,000,000	-	-	2,000,000	-
Veritex Community Bank	1.74%	09/30/2019	06/30/2021	5,065,594	22,216	-	5,087,811	-
BBVA	1.77%	10/03/2019	07/05/2021	5,059,241	22,495	-	5,081,736	-
Independent Bank	2.15%	07/22/2019	07/22/2021	5,081,340	27,163	-	5,108,503	-
R Bank	1.80%	01/27/2020	07/27/2021	2,008,995	9,036	-	2,018,031	-
East West Bank	1.64%	11/22/2019	08/23/2021	5,050,122	20,918	-	5,071,041	-
State of TX Transportation	4.00%	09/02/2020	08/26/2021	-	9,689,156	-	9,308,340	(27,720)
BBVA	1.87%	08/27/2019	08/27/2021	3,047,170	14,357	-	3,061,527	-
Security State Bank & Trust	2.09%	09/05/2019	09/13/2021	7,110,146	37,329	-	7,147,475	-
Veritex Community Bank	1.71%	10/03/2019	10/04/2021	10,085,918	42,999	-	10,128,917	-
East West Bank	1.65%	01/27/2020	10/27/2021	6,042,461	25,182	-	6,067,643	-
East West Bank	1.54%	02/18/2020	11/19/2021	6,034,018	23,467	-	6,057,485	-
East West Bank	1.64%	11/22/2019	11/22/2021	5,050,122	20,918	-	5,071,041	-
Veritex Community Bank	1.67%	12/20/2019	12/20/2021	5,041,952	21,223	-	5,063,175	-
Bank OZK	1.70%	01/28/2020	01/24/2022	8,056,830	34,593	-	8,091,422	-
R Bank	1.75%	01/27/2020	01/27/2022	2,008,745	8,783	-	2,017,528	-
Allegiance Bank	1.59%	02/10/2020	02/10/2022	5,019,549	20,062	-	5,039,611	-
East West Bank	1.54%	02/18/2020	02/18/2022	5,028,348	19,556	-	5,047,904	-
FORT BEND COUNTY-REF	5.00%	06/17/2020	03/01/2022	267,835	-	-	265,480	(2,355)
Allegiance Bank	0.40%	06/17/2020	03/18/2022	10,000,000	9,863	-	10,009,863	-

# Market Value Comparison

September 30, 2020

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Allegiance Bank	0.45%	06/17/2020	06/17/2022	12,000,000	13,315	–	12,013,315	–
Bank OZK	0.50%	07/09/2020	07/11/2022	–	10,008,495	–	10,008,495	–
<b>Sub Total/Average Fund 000 - Pooled Investments</b>				<b>311,367,630</b>	<b>45,594,102</b>	<b>52,363,210</b>	<b>304,041,453</b>	<b>(203,974)</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>								
TexPool	N/A	09/30/2015	N/A	2,144,794	11,742	2,062,271	94,265	–
TexasDAILY	N/A	04/30/2016	N/A	5,283,544	1,216	5,280,000	4,759	–
NexBank	N/A	02/27/2017	N/A	10,630,538	6,048	8,803,496	1,833,090	–
<b>Sub Total/Average Fund 170 - Interest &amp; Sinking GO Bonds</b>				<b>18,058,875</b>	<b>19,006</b>	<b>16,145,767</b>	<b>1,932,114</b>	<b>–</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>								
JPMorgan Chase	N/A	09/30/2015	N/A	5,225	321,778	322,178	4,825	–
<b>Sub Total/Average Fund 210 - Interest &amp; Sinking Debt Service</b>				<b>5,225</b>	<b>321,778</b>	<b>322,178</b>	<b>4,825</b>	<b>–</b>
<b>Fund 459 - 2018 Bond Fund</b>								
TexPool	N/A	12/15/2018	N/A	191,507	96	31,933	159,670	–
<b>Sub Total/Average Fund 459 - 2018 Bond Fund</b>				<b>191,507</b>	<b>96</b>	<b>31,933</b>	<b>159,670</b>	<b>–</b>
<b>Fund 462 - 2017 Bond Fund</b>								
TexPool	N/A	05/30/2017	N/A	251,781	6,634,616	3,500,000	3,386,397	–
NexBank	N/A	03/30/2020	N/A	1,002,601	3,503,115	2,336,429	2,169,287	–
Origin Bank	N/A	08/01/2019	N/A	3,569,924	6,485	3,576,408	–	–
Independent Bank	1.91%	09/30/2019	09/30/2020	3,043,142	–	3,043,142	–	–
Southside Bank	1.70%	12/19/2019	12/21/2020	6,051,249	25,929	–	6,077,178	–
Bank OZK	1.15%	03/06/2020	03/08/2021	2,507,260	7,281	–	2,514,541	–
<b>Sub Total/Average Fund 462 - 2017 Bond Fund</b>				<b>16,425,956</b>	<b>10,177,426</b>	<b>12,455,979</b>	<b>14,147,403</b>	<b>–</b>
<b>Fund 465 - 2019 CO Bond Fund</b>								
TexPool	N/A	05/30/2019	N/A	8,094,069	1,394	8,095,464	–	–
TexPool	N/A	09/01/2020	N/A	–	250,547	–	250,547	–
NexBank	N/A	06/28/2019	N/A	2,119,577	3,505,335	–	5,624,913	–
Veritex Community Bank	N/A	06/19/2020	N/A	18,001,775	10,117	5,945,080	12,066,812	–
Independent Bank	2.52%	06/05/2019	12/05/2020	4,101,918	25,983	–	4,127,901	–
Independent Bank	0.60%	06/19/2020	06/21/2021	10,000,000	15,452	–	10,015,452	–
<b>Sub Total/Average Fund 465 - 2019 CO Bond Fund</b>				<b>42,317,340</b>	<b>3,808,829</b>	<b>14,040,544</b>	<b>32,085,625</b>	<b>–</b>
<b>Fund 591 - Reserves Fund</b>								
TexPool	N/A	09/30/2015	N/A	8,714	4	–	8,718	–
NexBank	N/A	04/29/2019	N/A	852,675	1,035	–	853,711	–
<b>Sub Total/Average Fund 591 - Reserves Fund</b>				<b>861,390</b>	<b>1,039</b>	<b>–</b>	<b>862,429</b>	<b>–</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>								
TexPool	N/A	09/30/2015	N/A	7,025,189	2,169	5,755,508	1,271,850	–
<b>Sub Total/Average Fund 602 - Interest &amp; Sinking Revenue Bonds</b>				<b>7,025,189</b>	<b>2,169</b>	<b>5,755,508</b>	<b>1,271,850</b>	<b>–</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>								
TexPool	N/A	08/30/2019	N/A	983,889	441	–	984,330	–
<b>Sub Total/Average Fund 605 - Kalahari Debt Service Reserve</b>				<b>983,889</b>	<b>441</b>	<b>–</b>	<b>984,330</b>	<b>–</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>								
TexPool	N/A	10/31/2015	N/A	1,229,593	176	1,000,000	229,769	–
NexBank	N/A	08/30/2020	N/A	–	1,000,518	733,391	267,127	–
Bank OZK	0.58%	05/01/2020	11/02/2020	750,728	1,100	–	751,828	–
<b>Sub Total/Average Fund 863 - Drainage Utility Revenue Bond</b>				<b>1,980,321</b>	<b>1,001,794</b>	<b>1,733,391</b>	<b>1,248,724</b>	<b>–</b>
<b>Total / Average</b>				<b>\$ 399,217,322</b>	<b>\$ 60,926,680</b>	<b>\$ 102,848,509</b>	<b>\$ 356,738,424</b>	<b>\$ (203,974)</b>

# Holdings by Allocation and Portfolio (Fund)

June 30, 2020

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Fund 000 - Pooled Investments</b>										
NexBank	0.50%		11/29/2016	\$ 24,832,571	\$ 24,832,571	100.00	\$ 24,832,571	N/A	1	0.50%
JPMorgan Chase	0.18%		09/30/2015	5,553,952	5,553,952	100.00	5,553,952	N/A	1	0.18%
TexSTAR	0.20%	AAAm	09/30/2015	200,368	200,368	100.00	200,368	N/A	1	0.20%
TexPool	0.22%	AAAm	09/30/2015	2,001,576	2,001,576	100.00	2,001,576	N/A	1	0.22%
TexasDAILY	0.24%	AAAm	09/30/2015	11,444,822	11,444,822	100.00	11,444,822	N/A	1	0.24%
Independent Bank	2.95%		07/06/2018	6,843,621	6,843,621	100.00	6,843,621	07/08/2020	8	2.95%
Independent Bank	2.70%		04/09/2019	3,081,989	3,081,989	100.00	3,081,989	07/09/2020	9	2.70%
Bank OZK	1.72%		02/14/2020	5,028,587	5,028,587	100.00	5,028,587	08/14/2020	45	1.72%
FFCB	2.68%	Aaa/AA+/AAA	08/29/2018	10,000,000	9,999,542	100.37	10,036,506	08/24/2020	55	2.71%
STATE OF TEXAS TRAN	4.00%	MIG1/SP1+/F1+	03/18/2020	5,000,000	5,016,165	100.59	5,029,300	08/27/2020	58	1.90%
R Bank	2.08%		09/05/2019	2,034,485	2,034,485	100.00	2,034,485	09/03/2020	65	2.08%
East West Bank	2.69%		03/04/2019	5,181,945	5,181,945	100.00	5,181,945	09/04/2020	66	2.69%
East West Bank	2.78%		01/11/2019	4,166,986	4,166,986	100.00	4,166,986	10/12/2020	104	2.78%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,891	100.78	6,046,567	10/15/2020	107	2.87%
Independent Bank	2.65%		05/01/2019	5,305,679	5,305,679	100.00	5,305,679	11/01/2020	124	2.65%
Prosperity Bank	3.05%		11/16/2018	5,246,899	5,246,899	100.00	5,246,899	11/16/2020	139	3.05%
Bank OZK	1.72%		02/14/2020	5,029,061	5,029,061	100.00	5,029,061	11/16/2020	139	1.72%
East West Bank	2.70%		02/20/2019	5,187,236	5,187,236	100.00	5,187,236	11/20/2020	143	2.70%
Independent Bank	2.05%		09/03/2019	3,046,326	3,046,326	100.00	3,046,326	12/03/2020	156	2.05%
Prosperity Bank	3.05%		12/07/2018	5,233,789	5,233,789	100.00	5,233,789	12/07/2020	160	3.05%
Independent Bank	1.85%		10/04/2019	5,046,419	5,046,419	100.00	5,046,419	01/04/2021	188	1.85%
East West Bank	2.78%		01/11/2019	10,417,466	10,417,466	100.00	10,417,466	01/11/2021	195	2.78%
Origin Bank	2.82%		02/12/2019	6,421,037	6,421,037	100.00	6,421,037	02/12/2021	227	2.82%
Cedar Hill ISD Ref-Txbl	0.00%	Aaa/-/AAA	11/14/2019	500,000	494,032	99.20	495,985	02/15/2021	230	1.93%
Carrollton Farmers Branch GO	5.00%	Aaa/AAA/-	04/09/2020	2,930,000	3,003,848	102.95	3,016,464	02/15/2021	230	0.95%
East West Bank	2.71%		02/20/2019	10,894,678	10,894,678	100.00	10,894,678	02/19/2021	234	2.71%
FORT BEND COUNTY-REF	5.00%	Aa1/-/AA+	06/17/2020	250,000	256,871	102.89	257,215	03/01/2021	244	0.87%
Prosperity Bank	2.74%		03/01/2019	2,587,266	2,587,266	100.00	2,587,266	03/01/2021	244	2.74%
Independent Bank	1.86%		09/30/2019	5,070,012	5,070,012	100.00	5,070,012	03/30/2021	273	1.86%
Independent Bank	1.80%		10/11/2019	9,081,282	9,081,282	100.00	9,081,282	04/12/2021	286	1.80%
Independent Bank	2.15%		07/22/2019	5,081,340	5,081,340	100.00	5,081,340	04/22/2021	296	2.15%
Allegiance Bank	1.70%		02/10/2020	5,020,902	5,020,902	100.00	5,020,902	05/10/2021	314	1.70%
Independent Bank	0.65%		05/16/2020	5,199,855	5,199,855	100.00	5,199,855	05/17/2021	321	0.65%
BBVA	1.94%		08/27/2019	5,081,583	5,081,583	100.00	5,081,583	05/27/2021	331	1.94%
Bexar County Flood GO Ref	5.00%	Aaa/AAA/AAA	04/07/2020	2,930,000	3,038,480	104.56	3,063,520	06/15/2021	350	1.10%
Veritex Community Bank	1.67%		12/20/2019	5,041,952	5,041,952	100.00	5,041,952	06/21/2021	356	1.67%
BOKF, NA	2.00%		06/27/2019	2,000,000	2,000,000	100.00	2,000,000	06/24/2021	359	2.00%
Veritex Community Bank	1.74%		09/30/2019	5,065,594	5,065,594	100.00	5,065,594	06/30/2021	365	1.74%
BBVA	1.77%		10/03/2019	5,059,241	5,059,241	100.00	5,059,241	07/05/2021	370	1.77%
Independent Bank	2.15%		07/22/2019	5,081,340	5,081,340	100.00	5,081,340	07/22/2021	387	2.15%
R Bank	1.80%		01/27/2020	2,008,995	2,008,995	100.00	2,008,995	07/27/2021	392	1.80%
East West Bank	1.64%		11/22/2019	5,050,122	5,050,122	100.00	5,050,122	08/23/2021	419	1.64%
BBVA	1.87%		08/27/2019	3,047,170	3,047,170	100.00	3,047,170	08/27/2021	423	1.87%
Security State Bank & Trust	2.09%		09/05/2019	7,110,146	7,110,146	100.00	7,110,146	09/13/2021	440	2.09%
Veritex Community Bank	1.71%		10/03/2019	10,085,918	10,085,918	100.00	10,085,918	10/04/2021	461	1.71%
East West Bank	1.65%		01/27/2020	6,042,461	6,042,461	100.00	6,042,461	10/27/2021	484	1.65%
East West Bank	1.54%		02/18/2020	6,034,018	6,034,018	100.00	6,034,018	11/19/2021	507	1.54%
East West Bank	1.64%		11/22/2019	5,050,122	5,050,122	100.00	5,050,122	11/22/2021	510	1.64%
Veritex Community Bank	1.67%		12/20/2019	5,041,952	5,041,952	100.00	5,041,952	12/20/2021	538	1.67%
Bank OZK	1.70%		01/28/2020	8,056,830	8,056,830	100.00	8,056,830	01/24/2022	573	1.70%
R Bank	1.75%		01/27/2020	2,008,745	2,008,745	100.00	2,008,745	01/27/2022	576	1.75%
Allegiance Bank	1.59%		02/10/2020	5,019,549	5,019,549	100.00	5,019,549	02/10/2022	590	1.59%
East West Bank	1.54%		02/18/2020	5,028,348	5,028,348	100.00	5,028,348	02/18/2022	598	1.54%
FORT BEND COUNTY-REF	5.00%	Aa1/-/AA+	06/17/2020	250,000	266,628	107.13	267,835	03/01/2022	609	0.98%
Allegiance Bank	0.40%		06/17/2020	10,000,000	10,000,000	100.00	10,000,000	03/18/2022	626	0.40%
Allegiance Bank	0.45%		06/17/2020	12,000,000	12,000,000	100.00	12,000,000	06/17/2022	717	0.45%



**Holdings by Allocation and Portfolio (Fund)**
**June 30, 2020**

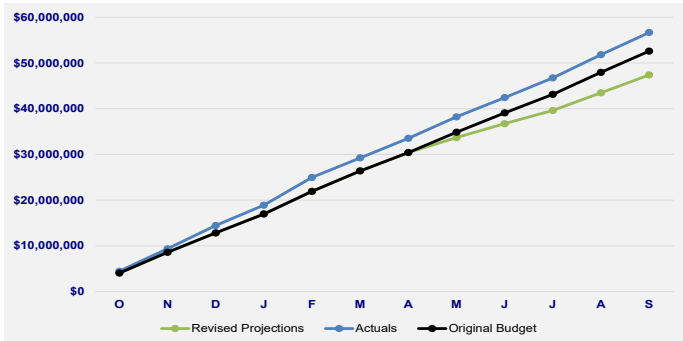
Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
<b>Sub Total / Average</b>	<b>1.85%</b>			<b>311,014,237</b>	<b>311,229,694</b>	<b>100.11</b>	<b>311,367,630</b>		<b>273</b>	<b>1.74%</b>
<b>Fund 170 - Interest &amp; Sinking GO Bonds</b>										
TexasDAILY	0.24%	AAAm	04/30/2016	5,283,544	5,283,544	100.00	5,283,544	N/A	1	0.24%
NexBank	0.50%		02/27/2017	10,630,538	10,630,538	100.00	10,630,538	N/A	1	0.50%
TexPool	0.22%	AAAm	09/30/2015	2,144,794	2,144,794	100.00	2,144,794	N/A	1	0.22%
<b>Sub Total / Average</b>	<b>0.39%</b>			<b>18,058,875</b>	<b>18,058,875</b>	<b>100.00</b>	<b>18,058,875</b>		<b>1</b>	<b>0.39%</b>
<b>Fund 210 - Interest &amp; Sinking Debt Service</b>										
JPMorgan Chase	0.18%		09/30/2015	5,225	5,225	100.00	5,225	N/A	1	0.18%
<b>Sub Total / Average</b>	<b>0.18%</b>			<b>5,225</b>	<b>5,225</b>	<b>100.00</b>	<b>5,225</b>		<b>1</b>	<b>0.18%</b>
<b>Fund 459 - 2018 Bond Fund</b>										
TexPool	0.22%	AAAm	12/15/2018	191,507	191,507	100.00	191,507	N/A	1	0.22%
<b>Sub Total / Average</b>	<b>0.22%</b>			<b>191,507</b>	<b>191,507</b>	<b>100.00</b>	<b>191,507</b>		<b>1</b>	<b>0.22%</b>
<b>Fund 462 - 2017 Bond Fund</b>										
TexPool	0.22%	AAAm	05/30/2017	251,781	251,781	100.00	251,781	N/A	1	0.22%
Origin Bank	2.21%		08/01/2019	3,569,924	3,569,924	100.00	3,569,924	N/A	1	2.21%
NexBank	0.50%		03/30/2020	1,002,601	1,002,601	100.00	1,002,601	N/A	1	0.50%
Independent Bank	1.91%		09/30/2019	3,043,142	3,043,142	100.00	3,043,142	09/30/2020	92	1.91%
Southside Bank	1.70%		12/19/2019	6,051,249	6,051,249	100.00	6,051,249	12/21/2020	174	1.70%
Bank OZK	1.15%		03/06/2020	2,507,260	2,507,260	100.00	2,507,260	03/08/2021	251	1.15%
<b>Sub Total / Average</b>	<b>1.67%</b>			<b>16,425,956</b>	<b>16,425,956</b>	<b>100.00</b>	<b>16,425,956</b>		<b>120</b>	<b>1.67%</b>
<b>Fund 465 - 2019 CO Bond Fund</b>										
NexBank	0.50%		06/28/2019	2,119,577	2,119,577	100.00	2,119,577	N/A	1	0.50%
TexPool	0.22%	AAAm	05/30/2019	8,094,069	8,094,069	100.00	8,094,069	N/A	1	0.22%
Veritex Community Bank	0.30%		06/19/2020	18,001,775	18,001,775	100.00	18,001,775	N/A	1	0.30%
Independent Bank	2.52%		06/05/2019	4,101,918	4,101,918	100.00	4,101,918	12/05/2020	158	2.52%
Independent Bank	0.60%		06/19/2020	10,000,000	10,000,000	100.00	10,000,000	06/21/2021	356	0.60%
<b>Sub Total / Average</b>	<b>0.58%</b>			<b>42,317,340</b>	<b>42,317,340</b>	<b>100.00</b>	<b>42,317,340</b>		<b>100</b>	<b>0.58%</b>
<b>Fund 591 - Reserves Fund</b>										
TexPool	0.22%	AAAm	09/30/2015	8,714	8,714	100.00	8,714	N/A	1	0.22%
NexBank	0.50%		04/29/2019	852,675	852,675	100.00	852,675	N/A	1	0.50%
<b>Sub Total / Average</b>	<b>0.50%</b>			<b>861,390</b>	<b>861,390</b>	<b>100.00</b>	<b>861,390</b>		<b>1</b>	<b>0.50%</b>
<b>Fund 602 - Interest &amp; Sinking Revenue Bonds</b>										
TexPool	0.22%	AAAm	09/30/2015	7,025,189	7,025,189	100.00	7,025,189	N/A	1	0.22%
<b>Sub Total / Average</b>	<b>0.22%</b>			<b>7,025,189</b>	<b>7,025,189</b>	<b>100.00</b>	<b>7,025,189</b>		<b>1</b>	<b>0.22%</b>
<b>Fund 605 - Kalahari Debt Service Reserve</b>										
TexPool	0.22%	AAAm	08/30/2019	983,889	983,889	100.00	983,889	N/A	1	0.22%
<b>Sub Total / Average</b>	<b>0.22%</b>			<b>983,889</b>	<b>983,889</b>	<b>100.00</b>	<b>983,889</b>		<b>1</b>	<b>0.22%</b>
<b>Fund 863 - Drainage Utility Revenue Bond</b>										
TexPool	0.22%	AAAm	10/31/2015	1,229,593	1,229,593	100.00	1,229,593	N/A	1	0.22%
Bank OZK	0.58%		05/01/2020	750,728	750,728	100.00	750,728	11/02/2020	125	0.58%
<b>Sub Total / Average</b>	<b>0.36%</b>			<b>1,980,321</b>	<b>1,980,321</b>	<b>100.00</b>	<b>1,980,321</b>		<b>48</b>	<b>0.36%</b>
<b>Total / Average</b>	<b>1.60%</b>			<b>\$ 398,863,930</b>	<b>\$ 399,079,386</b>	<b>100.09</b>	<b>\$ 399,217,322</b>		<b>229</b>	<b>1.51%</b>



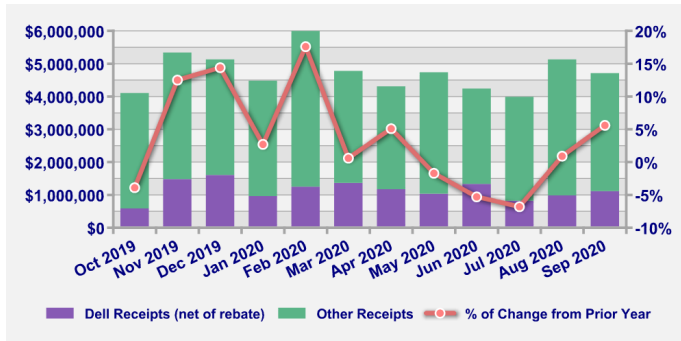
# Round Rock by the Numbers

## FY 2019/20 - Fourth Quarter - 09/30/2020

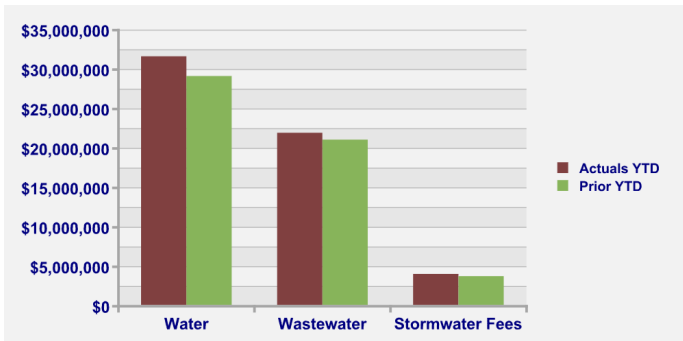
### Sales Tax Actuals vs. Projections - Gen Fund Only



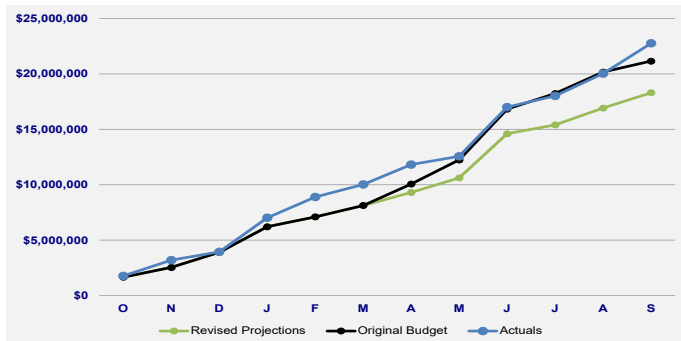
### Rolling 12 Month - General Fund Sales Tax



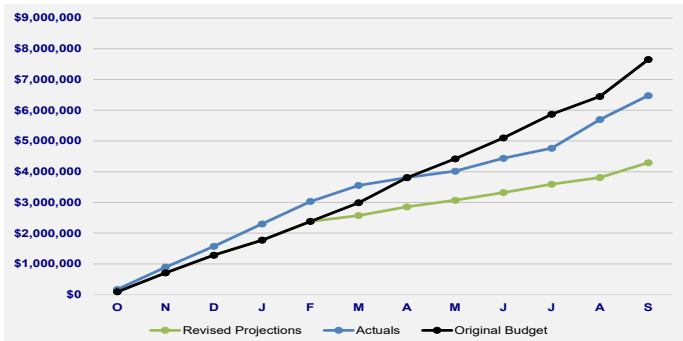
### Utility Revenues



### Other General Fund Revenues



### Sports Management & Tourism



### Hotel Occupancy Rates and Hotels



### Notes & Comments

- Sales tax receipts for FY 2020 ended the year \$4.1 million over the original budget. In addition, the General Fund transferred \$2.2 million of Dell receipts in excess of 20% of total General Fund sales tax revenues to GSFC in September of 2020, in compliance with financial policies.
- Property Tax collections have been strong in 2019/20. The budget has been met for FY 2020.
- Utility revenues ended the year in line with budget. The large variance in water revenues is because 12% more water was sold in FY 2020 than last year - 7.4 billion gallons up from 6.6 billion last year, due to residential irrigation use. The extra water use was due to drought conditions and the new water wholesale agreement with the City of Georgetown.
- Sports Management & Tourism revenues have declined due to COVID-19. Revenues for FY 2020 ended the year under original budget projections but higher than the revised budget.
  - Occupancy revenues came in higher than revised budget partly due to Hurricane Laura in August 2020.
  - Even though tournaments were canceled throughout the year due to COVID-19, the Sports Center was able to host local events.
- Other general fund revenues declined in FY 2020 due to COVID-19 compared to prior year. This category of revenues encompasses taxes other than property and sales taxes, franchise fees, license permits and fees, service charges, program revenues, fines and forfeitures, and contracts and other revenues. These revenues ended the year higher than the FY 2020 revised budget which was based on conservative estimates of 3 months of closures and losing all program revenues. We fared better than our early estimates.





# Round Rock by the Numbers

## FY 2020/21 - Annual Facts

### Tax Information

	2020/21	2019/20
Population	120,975	118,024
Property Tax Rate	\$ 0.43900	0.43900
M&O .313509 Debt .125491		
Median Home Value	\$ 256,347	255,198
Taxable Property Value (billions)	\$ 15.4	14.6
Property Tax per Capita	\$ 558.84	543.06

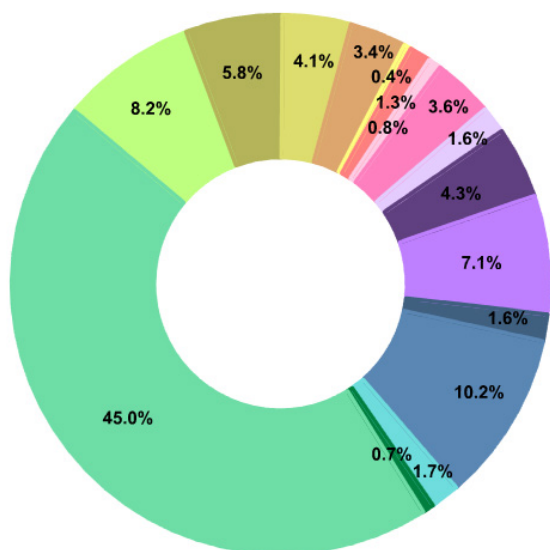
### Taxing Entities

CORR	\$	0.439000
Williamson County	\$	0.458719
RRISD	\$	1.220900
ACC	\$	0.105800
Upper Brushy Creek	\$	0.020000
<b>Total Tax Rate (includes CORR)</b>	<b>\$</b>	<b>2.244419</b>

### Top 10 Property Taxpayers (sorted by rank as of Nov 2020)

Dell Computer Holdings LP  
 Kalahari  
 CPG RR, LP (Premium Outlets)  
 Dell Computer Corp.  
 Baltgem (La Frontera Village)  
 CMF 15 Portfolio (Col. Grand Apt)  
 2811 La Frontera LP (The District on La Frontera Apts)  
 Fisher-Rosemount Systems Inc. (Emerson)  
 Columbia/St. David's Healthcare  
 Baev-Lasalle Round Rock University Blvd LLC (University Commons)

### Total Adopted Budget 2020/21 - \$420.2 million



### Debt Information

GO Bond Rating:	S & P	AAA
Utility Bond Rating:	S & P	AAA

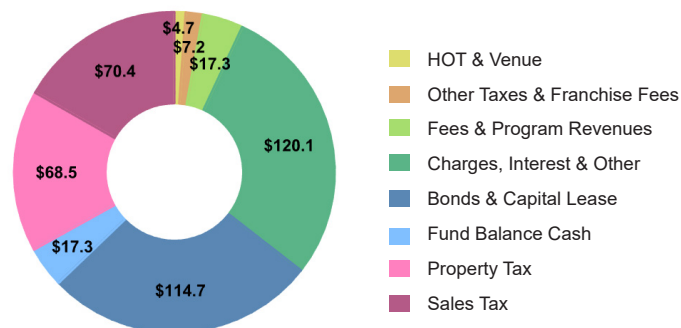
#### Outstanding as of 9/30/2020 (millions)

GO & CO Bonds	\$	229.2
Capital Lease	\$	10.9
Utility / Stormwater	\$	119.5 / 6.4
HOT	\$	2.9
Sports Center	\$	6.9
Type B	\$	27.8

### City Employees

FTEs	1019.45	<b>Dept Total</b>
Sworn Police*	180	257.98
Firefighters	153	163.00

### Total Revenues & Funding Sources 2020/21 - \$420.2 million



	(millions)
Police	\$ 34.3
Fire	\$ 24.5
Fiscal Support Services	\$ 17.3
Transportation	\$ 14.3
Communication	\$ 1.8
General Services	\$ 5.4
Library	\$ 3.3
Parks and Recreation	\$ 15.3
Planning and Development	\$ 6.8
Support Services	\$ 18.1
Water/Wastewater/Stormwater	\$ 29.9
Sports Management	\$ 6.8
Debt Principal & Interest	\$ 43.0
Administrative Support Svcs.	\$ 7.3
General SFC	\$ 2.9
Capital Improvement Projects	\$ 189.2



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.8

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**Title:** Consider a resolution authorizing the Mayor to execute an Engagement Letter with Herrera Law & Associates, PLLC for legal services regarding wholesale rate cases.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Susan Morgan, CFO

**Cost:** \$1,500,000.00

**Indexes:** Utility Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Finance Department

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### **Text of Legislative File 2020-0356**

The City has been negotiating wholesale water and wastewater rates with its customers since 2017. On October 31, 2018, five of those customers chose to file an appeal with the Public Utility Commission of Texas (PUCT). The City engaged Herrera Law for the Phase 1 portion of the action in January 2019. The City and the wholesale customers have not reached a settlement and will proceed to Phase 2 of the proceedings.

This is a specialized area of legal practice; therefore, staff and the City Attorney recommend that outside counsel be retained to represent the City. Mr. Herrera and his firm have extensive experience representing municipalities before the PUCT. The firm currently represents the City of Round Rock as part of two separate consortiums for the natural gas franchise with Atmos and for the electric power franchise with Oncor.

**Cost:** *As required to settle outstanding litigation*

**Source of Funds:** *Utility Fund*

**RESOLUTION NO. R-2020-0356**

**WHEREAS**, on January 10, 2019, the City of Round Rock (“City”) retained Herrera Law & Associates, PLLC to advise and represent the City in relation to SOAH Docket No. 473-18-1422.WS / PUCT Docket No. 48836 (“Docket No. 48836”); and

**WHEREAS**, Herrera Law & Associates, PLLC has submitted an updated engagement letter to continue representation of the City in relation to Docket No. 48836; and

**WHEREAS**, the City Council desires to enter into said engagement letter with Herrera Law & Associates, PLLC, 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 said engagement letter with Herrera Law & Associates, PLLC, 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 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



November 16, 2020

Mr. Stephen Sheets  
City Attorney – Round Rock, Texas  
309 E. Main St.  
Round Rock, Texas 78664

**RE: Updated Engagement Letter Between City of Round Rock and Herrera Law & Associates, PLLC Regarding SOAH Docket No. 473-18-1422.WS / PUCT Docket No. 48836.**

Dear Mr. Sheets:

On January 10, 2019, the City Council for the City of Rock, Texas ("City") adopted Resolution No. R-2019-0002 in which it engaged our firm, Herrera Law & Associates, PLLC ("HLA") to advise and represent the City regarding SOAH Docket No. 473-18-1422.WS / PUCT Docket No. 48836, *Paloma Lake Municipal Utility District No. 1, Paloma Lake Municipal Utility District No. 2, Vista Oaks Municipal Utility District, Williamson County Municipal Utility District No. 10, and Williamson County Municipal Utility District No. 11 Appealing the Ratemaking Actions of the City of Round Rock in Travis and Williamson Counties* ("Docket No. 48836").<sup>1</sup>

As you know, Docket No. 48836 has not been resolved by way of settlement, the Public Utility Commission of Texas ("Commission" or "PUCT") has disposed of several threshold legal questions regarding the scope of its review of the City's water and wastewater rates, and has referred the case to the State Office of Administrative Hearings ("SOAH") for a hearing on the merits of the Petitioning MUDs' complaint. Thus, this letter is intended to confirm the terms of our continued engagement regarding our representation of the City in relation to Docket No. 48836.

As we did under our initial engagement, we will continue to review and familiarize ourselves with the City's prior actions in its relationship with the Petitioning MUDs, including, the City Council's actions to set wholesale water rates for the Petitioning MUDs, the contracts between the City and each Petitioning MUD, correspondence to and from the Petitioning MUDs, and of course, the Texas Water Code, the Public Utility Regulatory Act, and the Administrative Procedures Act. We also will continue to review prior decisions issued by the Commission relevant to the Petitioning MUDs' petition and relevant opinions issued by the Texas courts of appeals. We will also reach out to Commission Staff on an

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<sup>1</sup> Paloma Lake Municipal Utility District No. 1, Paloma Lake Municipal Utility District No. 2, Vista Oaks Municipal Utility District, Williamson County Municipal Utility District No. 10, and Williamson County Municipal Utility District No. 11, are collectively referred to as the "Petitioning MUDs" and individually as the Petitioning MUD."



as-needed basis to assist the Commission Staff in its understanding of the City's water and wastewater rates and the City's contractual relationship with each Petitioning MUD.

Additionally, in this next phase of Docket No. 48836, in representing the City's interests, we will prepare for the hearing on the merits before SOAH, leading to a decision by the full Commission. To that end, our tasks will include assisting the City in (1) preparing its rate-filing package, along with accompanying written testimony, in support of the City's rates; (2) responding to requests for information from the Petitioning MUDs and the PUCT Staff; (3) presenting the City's evidence hearings before SOAH and the Commission; (4) preparing post-hearing briefs; (5) preparing briefings following issuance of SOAH's proposal for decision; and (6) preparing any post-decision pleadings, including any motions for rehearing. Following issuance of the Commission's final order, we will review with the City the need, if any, for pursuing an appeal to the courts of the Commission's final order.

While I personally will perform much of the work on this project, other lawyers and legal assistants employed by our firm may also work in providing you our services under this Engagement Letter. All work on this project will be done under my direct supervision. My hourly rate for this project is \$485.00 per hour.<sup>2</sup> The time for our legal assistants will be billed at \$145.00 per hour and the time for our legal clerks is billed at \$125.00 to \$175.00 per hour. The time for our associates' services will be billed at a rate ranging from \$250.00 to \$335.00 per hour. The names and the billing rates for the other attorneys in our office who may assist me under this Engagement Letter are noted below:

<u>NAME</u>	<u>BILLING RATE</u>
Brennan Foley	\$335.00
Sergio E. Herrera	\$250.00

It is difficult to provide a precise amount for our services but my estimate of our legal fees to represent the City's interests in this matter through a final order from the Commission is in the range of \$250,000.00 to \$300,000.00. I stress that these amounts are an estimate and given the nature of rate proceedings before the Commission, we are not in a position to provide more precise amounts. My estimate assumes the matter is a fully-litigated proceeding before SOAH and the Commission. The amount of our fees is highly dependent on the degree of controversy the Petitioning MUDs' petition engenders, and in particular the extent of discovery disputes that arise as we move to Phase II of this proceeding and the amount of testimony the parties present in the case.

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<sup>2</sup> Please note that effective January 1, 2019, the billing rate for my services was \$475.00 per hour; beginning on January 1, 2020, my billing rate was \$485.00 per hour, where it remains. However, because we began work on this project in the latter part of 2018 at my billing rate of \$450.00, we continued my billing rate for this project at \$450.00 through 2019 and most of 2020. While I expect an incremental increase in my billing rate beginning January 1, 2021, we will retain my billing rate of \$485 per hour through issuance of a final order by the Commission.



Nonetheless, we will watch our fees and expenses closely. The fees for our services will be based on the time we spend working on project at the hourly rates I note above. Though our rates are subject to change once a year, we will maintain my billing rate through issuance of a final order by the Commission. Generally, we will bill the City for all time spent on your matter. Our firm bills in minimum one-tenth hour increments.

We will forward billing statements monthly to you or to where you instruct us. Our statements will contain a description of the service we provided, including the date the service was provided, the person performing the service, the amount of time involved, and a description of the task performed. Our monthly statements also will itemize monies we have expended on your behalf for such things as travel and accommodations, long distance telecommunications, photocopies, facsimile (fax) transmissions, and electronic legal research charges. Payment is due in accordance with Chapter 2251 of the Texas Government Code, as amended. As a matter of course we do not charge our clients for meals while traveling and our billing rate for travel time is one-half of our regular billing rates.

We have performed a check for conflicts and found no apparent or current conflicts.

If you find the terms for updated engagement of our services acceptable, please so indicate by signing where noted below. If you have any questions or concerns, please call me so we may discuss them.

We greatly appreciate the opportunity to provide these services to the City and look forward to working with you.

Sincerely,



Alfred R. Herrera  
Principal in the Firm  
512-474-1492 (office)  
512-474-2507 (fax)  
512-653-6462 (mobile)  
[aherrera@herrerallawpllc.com](mailto:aherrera@herrerallawpllc.com)

**ACKNOWLEDGEMENT AND ACCEPTANCE**

I have read this Updated Engagement Letter and agree to continue engagement of the services of Herrera Law & Associates, PLLC under the terms described above, and I am authorized to enter into this agreement.

Date: \_\_\_\_\_, 2020

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
City of Round Rock, Texas



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-692061

Date Filed:  
11/20/2020

Date Acknowledged:

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

Herrera Law & Associates, PLLC  
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 PUC DN 48836  
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alfred R. Herrera	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

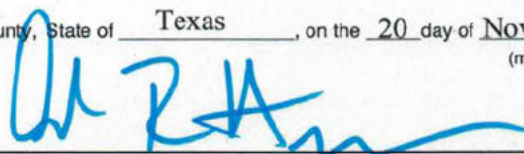
### 6 UNSWORN DECLARATION

My name is Alfred R. Herrera, and my date of birth is [REDACTED].

My address is 4524 Burnet Road, Austin, TX, 78756, 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 20 day of November 20,  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.9

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**Title:** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raftelis Financial Consultants, Inc. for expert witness/litigation services regarding wholesale rate cases.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$175,000.00

**Indexes:** Utility Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2020-0353**

For the past two rate updates in 2014 and 2017, the City has contracted with Raftelis Financial Consultants, Inc. to be our rate consultant in regards to rate analysis and design for the City's water and wastewater rates established for our retail and wholesale customers.

Five of the City's wholesale customers have filed a lawsuit against the City in regards to their water and wastewater rates. This lawsuit is currently in litigation with the Public Utility Commission. Therefore, the City would like to contract with Raftelis for any necessary expert witness/litigation services in regards to this case. Raftelis will provide financial and rate analysis and support throughout the rate case as it relates to the 2017 Wholesale Rate Study. This includes providing rebuttal testimony and participation in hearings, if necessary, as well as provide input to rate case strategy and any additional analysis required for settlement discussion.

This Expert Witness/Litigation Services contract will be for a not-to-exceed amount of \$175,000 and will be billed on a time and materials basis.

**Cost:** \$175,000

**Source of Funds:** Utility Fund



**RESOLUTION NO. R-2020-0353**

**WHEREAS**, the City of Round Rock (“City”) desires to retain professional consulting services related to expert witness/litigation services for wholesale rate cases; and

**WHEREAS**, Raftelis Financial Consultants, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said agreement with Raftelis Financial Consultants, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases with Raftelis Financial Consultants, 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 3rd day of December, 2020.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES RELATED TO  
EXPERT WITNESS/LITIGATION SERVICES  
FOR WHOLESALE RATE CASES  
WITH  
RAFTELIS FINANCIAL CONSULTANTS, INC.**

**THE STATE OF TEXAS**

§

**THE CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS**

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THIS AGREEMENT for professional consulting services related to expert witness/litigation services for wholesale rate cases (the "Agreement") is made and entered into on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2020, 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 RAFTELIS FINANCIAL CONSULTANTS, INC., located at 3775 Capital of Texas Highway, Suite 155, Austin, Texas 78704 (the "Consultant").

**RECITALS:**

**WHEREAS**, City has determined that there is a need for professional services related to expert witness/litigation services for wholesale rate cases; and

**WHEREAS**, City desires to contract with Consultant for such 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 specified herein is achieved.

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**

For purposes of this Agreement, Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Work," which document is incorporated herein for all purposes.

## **3.01 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A" according to the schedule set forth agreed upon by the parties. 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 a professional and workmanlike manner pursuant to the Work Schedule attached as Exhibit "B," and incorporated herein by reference for all purposes.

## **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 herein, 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 10.01.

## **5.01 CONTRACT AMOUNT**

In consideration for the consulting services Consultant shall be paid on the basis of actual hours worked by employees performing work associated with this Agreement, in accordance with the Fee Schedule attached hereto as Exhibit "C."

**Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services hereunder shall not exceed **One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00)**. 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 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 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 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](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf). Consultant's Certificate of Insurance is attached as Exhibit "D."

## **8.01 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.

## **9.01 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.

## **10.01 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.

## **11.01 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.

## **12.01 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.

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

#### **21.01 FINANCIAL INTEREST PROHIBITED**

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

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

## **22.01 DESIGNATION OF REPRESENTATIVES**

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

David Freireich, P.E., Utility Engineering Manager  
Utilities and Environmental Services  
3400 Sunrise Road  
Round Rock, TX 78665  
[dfreireich@roundrocktexas.gov](mailto: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:**

Raftelis Financial Consultants, Inc.  
3775 Capital of Texas Highway  
Suite 155  
Austin, TX 78704

### **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 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.

#### **25.01 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.

#### **26.01 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.

#### **27.01 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.

#### **28.01 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.

## **29.01 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.

## **30.01 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.

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

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

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing

and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

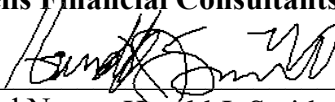
**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

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: \_\_\_\_\_

**Raftelis Financial Consultants, Inc.**

By:  \_\_\_\_\_  
Printed Name: Harold J. Smith  
Title: Vice President  
Date Signed: 11/17/20

**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

## ***EXHIBIT A – SCOPE OF WORK***

Raftelis proposes providing the following services for the rate case:

- 1) Provide financial and rate analysis, as needed, through the rate case as it relates to the 2017 Wholesale Rate Study;
- 2) Provide rate case support as it relates to the development of the 2017 Wholesale Rate Study. Rate case support will include providing direct and rebuttal testimony and participation in hearings if necessary;
- 3) Provide input into rate case strategy;
- 4) Respond to Requests for Information in coordination with Round Rock staff;
- 5) Develop any additional analysis required for settlement discussions or the rate case testimony.



## ***EXHIBIT B – WORK SCHEDULE***

The schedule for these services will be dependent upon the rate case.

### ***EXHIBIT C – FEE SCHEDULE***

We propose an initial budget of \$175,000 for the rate case. Once we exceed this amount, we propose to complete the case on a time and materials basis at the Standard Hourly Billing Rates as shown below:

#### **Raftelis' 2020 & 2021 Standard Hourly Billing Rates**

<b><u>Position</u></b>	<b><u>Hourly Billing Rate</u></b>
Chair	\$450
Chief Executive Officer/President	\$400
Executive Vice President	\$340
Vice President/Principal Consultant	\$310
Director of Governmental Services	\$310
Senior Manager	\$275
Director of Florida Operations	\$225
Manager	\$245
Director of Data Services	\$245
Senior Consultant	\$215
Consultant	\$185
Creative Director	\$175
Associate	\$155
Graphic Designer	\$125
Analyst	\$110
Administration	\$80
Technology/Communications Charge*	\$10

\* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimilie, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

***EXHIBIT D – CERTIFICATE OF INSURANCE***

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/28/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Cameron M Harris &amp; Co, LLC</b> <b>Div USI Ins</b> <b>6100 Fairview Road Ste 1400</b> <b>Charlotte, NC 28210</b>	<b>CONTACT NAME:</b> Linda Rolfe <b>PHONE (A/C, No, Ext):</b> 980-265-5804 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> linda.rolfe@usi.com														
<b>INSURED</b> <b>Raftelis Financial Consultants, Inc.</b> <b>227 West Trade Street, Ste. 1400</b> <b>Charlotte, NC 28202</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6076000011	01/21/2020	01/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6076000025	01/21/2020	01/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			6076000039	01/21/2020	01/21/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6076305637 6076000042	01/21/2020 01/21/2020	01/21/2021 01/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof. Liability			652071235	01/21/2020	01/21/2021	\$5,000,000 Occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Round Rock is included as additional insured with respect to General Liability, Automobile Liability and umbrella will follow form. 30 day notice of cancellation will be given except for non-payment of premium will be 10 days if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City Manager</b> <b>City of Round Rock</b> <b>221 E. Main Street</b> <b>Round Rock, TX 78664</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# 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.**

Raftelis Financial Consultants, Inc  
Charlotte, NC United States

**Certificate Number:**  
2020-684549

**Date Filed:**  
10/30/2020

**Date Acknowledged:**

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

City of Round Rock

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

000000  
Expert Witness / Litigation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stannard, William	Kansas City, MO United States	X	
	Brandt, Peiffer	Charlotte, NC United States	X	
	Giardina, Richard	Greenwood Village, CO United	X	
	Davis, Jon	Charlotte, NC United States	X	
	Readling, Ronald K	Cary, NC United States	X	
	Conti, Elaine	Charlotte, NC United States	X	
	Burns, Baron	Charlotte, NC United States	X	
	Rawls, Benjamin	Charlotte, NC United States	X	
	Thomas, Darin	Greensboro, NC United States	X	

**5 Check only if there is NO Interested Party.**

☐

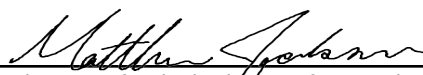
**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is 227 West Trade Street, Suite 1400, Charlotte, NC, 28202, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Mecklenburg County, State of NC, on the 30 day of October, 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.10**

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**Title:** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raftelis Financial Consultants, Inc. for a Fiscal Year 2021 rate study update.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$124,476.25

**Indexes:** Utility Fund

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2020-0354**

In 2014 and 2017, the City contracted with Raftelis Financial Consultants, Inc. to review the water and wastewater rates that the City charges to both our retail and wholesale customers. The City has committed to a once every three year schedule to update the water and wastewater rates to ensure that our rates are set to recover the cost of providing these services.

In order to stay on this schedule, it is now time to review these water and wastewater rates. This professional services work authorization contract is to review, update, and recommend changes to the various rates and fees that fund the water and wastewater utilities.

Tasks under this contract include updating the water and wastewater rate models, examining water and wastewater rate alternatives, and determining water and wastewater rates for both retail and wholesale customers.

**Cost: \$124,476.25**

**Source of Funds: Utility Fund**



**RESOLUTION NO. R-2020-0354**

**WHEREAS**, the City of Round Rock (“City”) desires to retain professional consulting services related to the Fiscal Year 2021 rate study update; and

**WHEREAS**, Raftelis Financial Consultants, Inc. has submitted an Agreement for Professional Consulting Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said agreement with Raftelis Financial Consultants, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to the FY 2021 Rate Study Update with Raftelis Financial Consultants, 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 3rd day of December, 2020.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES RELATED TO  
THE FY 2021 RATE STUDY UPDATE  
WITH  
RAFTELIS FINANCIAL CONSULTANTS, INC.**

<b>THE STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	
<b>THE CITY OF ROUND ROCK</b>	<b>§</b>	<b>KNOW ALL BY THESE PRESENTS</b>
	<b>§</b>	
<b>COUNTY OF WILLIAMSON</b>	<b>§</b>	
<b>COUNTY OF TRAVIS</b>	<b>§</b>	

THIS AGREEMENT for professional consulting services related to the Fiscal Year 2021 rate study update (the "Agreement") is made and entered into on this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2020, 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 RAFTELIS FINANCIAL CONSULTANTS, INC., located at 3775 Capital of Texas Highway, Suite 155, Austin, Texas 78704 (the "Consultant").

**RECITALS:**

**WHEREAS**, City has determined that there is a need for professional services related to the Fiscal year 2021 rate study update; and

**WHEREAS**, City desires to contract with Consultant for such 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 specified herein is achieved, with an estimated completion date of May 31, 2021.

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**

For purposes of this Agreement, Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Work," which document is incorporated herein for all purposes.

## **3.01 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A" according to the schedule set forth agreed upon by the parties. 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 a professional and workmanlike manner pursuant to the Work Schedule attached as Exhibit "B," and incorporated herein by reference for all purposes.

## **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 herein, 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 10.01.

## **5.01 CONTRACT AMOUNT**

In consideration for the consulting services Consultant shall be paid on the basis of actual hours worked by employees performing work associated with this Agreement, in accordance with the Fee Schedule attached hereto as Exhibit "C."

**Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services hereunder shall not exceed **One Hundred Twenty-Four Thousand Four Hundred Seventy-Six and 25/100 Dollars (\$124,476.25)**. 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 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 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 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](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf). Consultant's Certificate of Insurance is attached as Exhibit "D."

## **8.01 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.

## **9.01 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.

## **10.01 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.

## **11.01 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.

## **12.01 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.

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

#### **21.01 FINANCIAL INTEREST PROHIBITED**

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



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

## **22.01 DESIGNATION OF REPRESENTATIVES**

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

David Freireich, P.E., Utility Engineering Manager  
Utilities and Environmental Services  
3400 Sunrise Road  
Round Rock, TX 78665  
[dfreireich@roundrocktexas.gov](mailto: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:**

Raftelis Financial Consultants, Inc.  
3775 Capital of Texas Highway  
Suite 155  
Austin, TX 78704

### **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 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.

#### **25.01 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.

#### **26.01 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.

#### **27.01 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.

#### **28.01 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.

## **29.01 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.

## **30.01 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.

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

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

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing

and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.


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

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: \_\_\_\_\_

**Raftelis Financial Consultants, Inc.**

By:  \_\_\_\_\_  
Printed Name: Harold J Smith  
Title: Vice President  
Date Signed: 11/17/20

**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

## ***EXHIBIT A – SCOPE OF SERVICES***

### **Project Work Plan**

The tasks of our proposed project scope are summarized below and based on our understanding of the project expectations for the Utility Cost of Service Rate Study. Although we have listed these tasks consecutively, many tasks will overlap and be conducted concurrently.

#### **Task 1: Project Development and Management**

This task provides a solid foundation for the project. During the kick-off meeting, all aspects of the project will be discussed, including the primary objectives of the City, final deliverables, and ongoing project management. In addition, Raftelis will discuss the pricing objectives and rate setting objectives in order to gain a clearer understanding of what the City would like to achieve through its rate structure.

As part of this task, the Project Team will have discussions with City management and staff to obtain a thorough understanding of the financial, operational, regulatory and political environment. Key issues and areas of concern, such as operating procedures, rate and financial philosophies, the current financial vision, and the pricing objectives used to develop the current rate structures will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, and revenues generated in order to gain a better understanding of recent changes in operating characteristics and to develop information and materials required to facilitate the completion of later tasks.

The proposed project approach entails several different, yet interrelated, work efforts that will require effective coordination between the Project Team and the utility staff. Our project management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives. This includes general administrative duties, including client correspondence, billing, project documentation, and administration of the study control plan. This provides for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the client is always aware of the status of the project.

#### **Task 2: Financial Planning and Rate Model Development**

This task includes the creation of a water and wastewater cost of service and rate design model (Rate Model) tailored to the City's current situation and needs. The Rate Model will be constructed in Microsoft Excel, will incorporate the comprehensive 10-year financial plan, and will be user-friendly to run various financial scenarios based on key inputs. The Rate Model will be used as the primary vehicle in the next five tasks. Upon completion of the Study, the Rate Model will be a formal deliverable, and Raftelis will train City staff on the functionality and use of the model.

#### **Task 3: Comprehensive Financial Planning and Revenue Requirement Determination**

Raftelis will collect, analyze, and forecast all of the operating expenditures, capital expenditures, debt service, and miscellaneous items to be included in comprehensive ten-year water and wastewater financial plans for the ten-year study period 2021 – 2030. The projections contained in each financial plan will be developed in consultation with the utility and will focus on determining the level of rate revenue required to fund utility operations, meet target reserve balances, comply with debt service coverage rates and ensure long-term financial viability. The financial plan will be incorporated as a module in the Rate Model, discussed in Task 2.

#### **Task 4: Water Cost Allocation and Rate Development**

During this task, Raftelis will review existing methodologies for compliance with industry accepted approaches. In our own analysis, Raftelis will use a multi-step cost allocation methodology based on AWWA standard processes to allocate FY 2021 water utility revenue requirements to each water customer class based on the proportionate demands they impose on the water utility system and to determine the specific revenue requirement for each water service customer class.

Additionally, the existing demand and financial relationships, such as subsidies, between classes will be reviewed and will be determined if existing practice should continue or be revised to reflect new objectives or data-driven changes.

Raftelis will discuss the advantages and disadvantages of the existing water rate structure with City staff and recommend alternatives based on pricing objectives, cost of service, and City staff input. Coupled with the results of cost allocation analysis, the existing and alternative rate structures will be examined and evaluated using the Rate Model (Task 2). Customer impact analyses will be performed for comparison, and a proposed water rate structure and schedule of water rates will be recommended.

#### **Task 5: Wastewater Cost Allocation and Rate Development**

Similarly, Raftelis will review the existing methodology for wastewater allocation and rates for appropriateness according to industry accepted methods. For an updated calculation of wastewater cost of service, Raftelis will conduct a multi-step cost allocation methodology based on WEF standard processes to allocate FY 2021 wastewater utility revenue requirements to each customer class based on the proportionate demands they impose on the wastewater utility system and determine the specific revenue requirement for each wastewater service customer class. Similar to the water cost allocation, Raftelis will examine existing customer classes and review the existing relationships between customer classes.

Raftelis will discuss the advantages and disadvantages of the existing wastewater rate structure with City staff and recommend alternatives based on pricing objectives, cost of service, and City staff input. Coupled with the results of the cost allocation analysis, the existing and alternative rate structures will be examined and evaluated using the Rate Model (Task 2). Customer impact analyses will be performed for comparison, and a proposed wastewater rate structure and schedule of wastewater rates will be recommended.

#### **Task 6: Wholesale Cost Allocation and Rate Determination**

The objective of this Task is to perform a detailed wholesale rate study and to evaluate the rate calculation for each of the City's wholesale customers. Raftelis will conduct a cost of service study for the wholesale customers using industry-accepted methods. Based on the City's input during the kick-off meeting, Raftelis will work with the City to make any necessary modifications or changes to the selected rate calculation approach. The approach for the wholesale cost of service will consider the outcome of the City's Wholesale Rate Case. The detail of the rate calculation will be documented in a simple, straightforward manner for ease of understanding. This Task will also involve a meeting with the Project Team as well as individual meetings with each of the City's wholesale customers to brief the customers on any changes to the approach, future rates, and to address any questions.

#### **Task 7: Benchmarking Study**

The Study will include a benchmarking analysis to compare and benchmark the proposed rate structure and rates developed for the City with relevant neighboring communities and utilities of comparable size and service characteristics. Raftelis will work with City staff to develop an appropriate group of survey communities, and we anticipate that the final comparison group will be six to ten peer communities.

#### **Task 8: Study Deliverables, Presentation of Results, and Support**

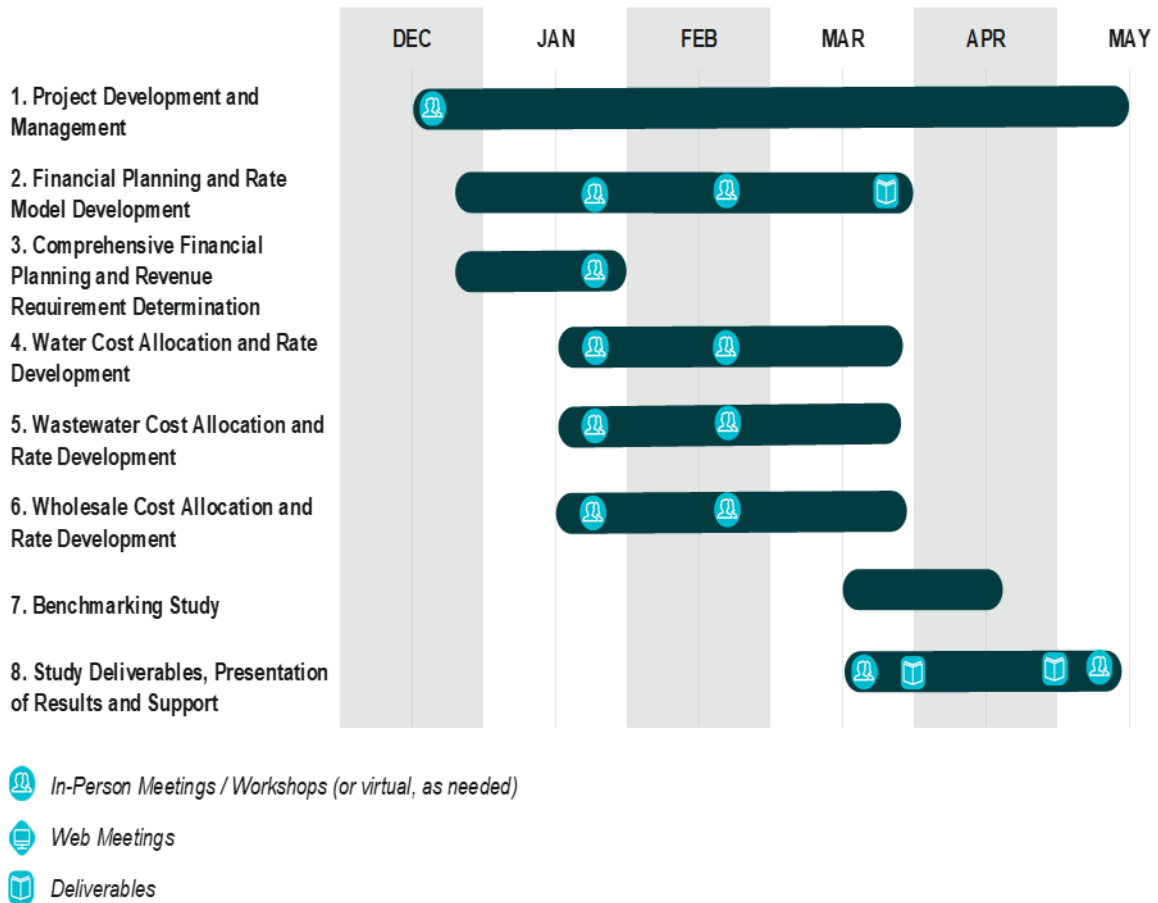
Raftelis will document the Study's methodology and results in formal report. Raftelis will assist the City in drafting relevant policy and procedural language should any changes be necessary. As previously stated, the Rate Model will be a formal deliverable and will accompany the final report. Raftelis will create a PowerPoint presentation summarizing Study results and will present to City senior staff and City Council. As additional optional tasks not included in this scope, Raftelis can provide assistance as needed when conveying the new rate structure to the public, and Raftelis can serve as expert support in any related rate case should one arise.

#### **Task 9: Contingency**

This task has been included for contingency purposes only. If any additional items not covered above are needed, they will be completed under this task.

## EXHIBIT B – WORK SCHEDULE

It is anticipated that the study will be substantially complete by May 2021. Raftelis understands that City staff will begin discussions with City Management and City Council in June which might result in changes. Reports and presentations will be finalized once those discussions are completed.



# ***EXHIBIT C – FEE SCHEDULE***

<b>Project Name:</b>		FY 2021 Rate Study Update				
		<b>Total</b>	<b>Total</b>	<b>Other</b>		<b>TOTALS</b>
	<b>Task</b>	<b>Labor Hours</b>	<b>Loaded Labor Cost</b>	<b>Direct Costs</b>	<b>Subconsultants</b>	
Task 1:	Project Development and Management	56	\$15,040.00	\$1,104.05	\$0.00	\$16,144.05
Task 2:	Financial Planning & Rate Model Development	56	\$11,560.00	\$1,649.00	\$0.00	\$13,209.00
Task 3:	Comprehensive Financial Planning & Revenue Requirement Determination	40	\$8,600.00	\$1,489.00	\$0.00	\$10,089.00
Task 4:	Water Cost Allocation & Rate Development	44	\$9,820.00	\$984.50	\$0.00	\$10,804.50
Task 5:	Wastewater Cost Allocation & Rate Development	44	\$9,820.00	\$984.50	\$0.00	\$10,804.50
Task 6:	Wholesale Cost Allocation & Rate Development	50	\$11,470.00	\$1,044.55	\$0.00	\$12,514.55
Task 7:	Benchmarking Study	30	\$6,330.00	\$844.50	\$0.00	\$7,174.50
Task 8:	Study Deliverables, Presentation of Results & Support	72	\$18,120.00	\$720.00		\$18,840.00
Task 9:	Contingency	99	\$24,896.15			\$24,896.15
<b>GRAND TOTAL:</b>		491	\$115,656.15	\$8,820.10	\$0.00	<b>\$124,476.25</b>



***EXHIBIT D – CERTIFICATE OF INSURANCE***

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/28/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Cameron M Harris &amp; Co, LLC</b> <b>Div USI Ins</b> <b>6100 Fairview Road Ste 1400</b> <b>Charlotte, NC 28210</b>		<b>CONTACT NAME:</b> Linda Rolfe <b>PHONE (A/C, No, Ext):</b> 980-265-5804 <b>E-MAIL ADDRESS:</b> linda.rolfe@usi.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> <b>Raftelis Financial Consultants, Inc.</b> <b>227 West Trade Street, Ste. 1400</b> <b>Charlotte, NC 28202</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Continental Insurance Company	35289	INSURER C : American Casualty Company of Reading PA	20427	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6076000011	01/21/2020	01/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6076000025	01/21/2020	01/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			6076000039	01/21/2020	01/21/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6076305637 6076000042	01/21/2020 01/21/2020	01/21/2021 01/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof. Liability			652071235	01/21/2020	01/21/2021	\$5,000,000 Occurrence \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Round Rock is included as additional insured with respect to General Liability, Automobile Liability and umbrella will follow form. 30 day notice of cancellation will be given except for non-payment of premium will be 10 days if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City Manager  
 City of Round Rock  
 221 E. Main Street  
 Round Rock, TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*P. R. Rolfe*

# 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.**

Raftelis Financial Consultants, Inc.  
CHARLOTTE, NC United States

**Certificate Number:**  
2020-685162

**Date Filed:**  
11/02/2020

**Date Acknowledged:**

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

City of Round Rock

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

000000  
2021 Rate Study Update

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stannard, William	Kansas City, MO United States	X	
	Brandt, Peiffer	Charlotte, NC United States	X	
	Giardina, Richard	Greenwood Village, CO United	X	
	Davis, Jon	Charlotte, NC United States	X	
	Readling, Ronald K	Cary, NC United States	X	
	Conti, Elaine	Charlotte, NC United States	X	
	Burns, Baron	Charlotte, NC United States	X	
	Rawls, Benjamin	Charlotte, NC United States	X	
	Thomas, Darin	Greensboro, NC United States	X	

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

My name is Matthew Jackson, and my date of birth is                     .

My address is 227 West Trade Street, Suite 1400, Charlotte, NC, 28202, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Mecklenburg County, State of NC, on the 2nd day of November 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.11**

---

**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Williamson County regarding relocation of a 10-inch City wastewater line along Hairy Man Road.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:** \$44,232.50

**Indexes:** Self-Financed Wastewater Construction

**Attachments:** Resolution, Exhibit A, Map, LAF

**Department:** Utilities and Environmental Services

---

### **Text of Legislative File 2020-0352**

Williamson County (WILCO) is beginning several projects on Hairy Man Road from Sam Bass Road to Great Oaks Boulevard. The project on the east end of Hairy Man Road will include the installation of a stormwater line that conflicts with Round Rock's existing wastewater line (WWL). In August of 2018, the City contracted with Cobb Fendley & Associates to design the relocation of the 10-inch WWL. This line needs lowering to allow for the proposed stormwater line to be installed. The WILCO contractor will complete the lowering of the wastewater line as part of the Hairy Man Road project.

This Interlocal Agreement will ensure that the City is responsible for the relocation costs associated with this project. The estimated construction cost for this relocation project is approximately \$44,232.50.

**Cost:** \$44,232.50

**Source of Funds:** *Self-Financed Wastewater Construction*

**RESOLUTION NO. R-2020-0352**

**WHEREAS**, Williamson County is beginning several projects along Hairy Man Road from Sam Bass Road to Great Oaks Boulevard; and

**WHEREAS**, the City of Round Rock (“City”) and Williamson County wish to enter into an agreement regarding the relocation of a 10” wastewater line along Hairy Man Road, 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 with Williamson County Regarding Relocation of 10” City Wastewater Along Hairy Man Road, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 3rd day of December, 2020.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY REGARDING RELOCATION OF 10" CITY WASTEWATER ALONG HAIRY MAN ROAD

This Agreement ("Agreement") is entered into by and between the City of Round Rock, Texas. ("City"), a Texas political subdivision and Williamson County, Texas ("County"), a Texas political subdivision.

#### RECITALS

**WHEREAS**, a 10" wastewater pipeline (the "Pipeline") is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

**WHEREAS**, County is currently advertising the construction of improvements to Hairy Man Road (the "County Project"); and

**WHEREAS**, the parties desire to incorporate into the Project the construction to relocate approximately 130 linear feet of the Pipeline (the "Relocation Project"); and

**WHEREAS**, as the design of the Relocation Project was approved by the City, the County will incorporate the Relocation Project as a separate bid item in the County Project; and

**WHEREAS**, the parties desire to share costs for the Relocation Project as described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, City and County agree as follows:

- 1. Relocation Project.** This Agreement addresses the Relocation of approximately 130 linear feet of a 10" wastewater line including 50 linear feet of jacking and boring of a 20" steel encasement, and installation of required appurtenances associated with the Pipeline relocation. The plans including location of the Relocation Project is attached hereto as Exhibit "A".
- 2. Construction.** The County will construct the Relocation Project in conjunction with the County Project and in conformity with the CobbFendley design approved by the City. The City will conduct inspections of the Relocation Project during construction and after acceptance of the Relocation Project, the City will resume responsibility for operation and maintenance of the Pipeline.

### **3. Payment and Costs.**

- a. The initial cost estimate for construction of the Relocation Project is expected to be approximately \$44,232.50 (the "Construction Costs"). The City agrees to be responsible for the Construction Costs of the Relocation Project after the Relocation Project is completed by the County and approved by the City. The engineer's opinion of probable cost is attached hereto as Exhibit "B".
- b. Any changes to any segment or phase of the Relocation Project may affect costs. City agrees to pay any additional costs resulting from any changes to the Relocation Project, if approved in advance, in writing, by the City.

### **4. Communication.** City and County agree to hold periodic project status information meetings. County's official point of contact for the Relocation Project is Terron Evertson, County Engineer. City's official point of contact is Jeff Bell, Sr. Project Manager, City of Round Rock. City and County agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.

### **5. Schedule.** Design and construction of the Relocation Project is expected to take approximately 24 months. The parties acknowledge that the timeframe is estimated and is subject to force majeure.

### **6. Liability; No Waiver of Immunities.**

- a. City does not assume any liability for any property damage, injuries or death in connection with the design, engineering or construction of the Relocation Project. TO THE EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE RELOCATION PROJECT.
- b. Nothing in this Agreement shall be deemed to waive, modify or alter to any extent any defense or immunity available at law or in equity to City or County, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.

### **7. Term.** The term of this Agreement is for a period of three (3) years from the Effective Date unless otherwise earlier terminated by the parties.

- 8. Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.
- 9. Governing Law.** This Agreement shall be construed and enforced in accordance with Texas law. The Parties acknowledge that Subchapter 1, Chapter 271 of the Texas Local Government Code is a legislative waiver of any sovereign immunity with the County to this Agreement, and each party waives immunity to suit for the purpose of adjudicating any claims under this Agreement. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.
- 10. Counterparts.** This Agreement may be executed in any number of counterparts, and it will not be necessary.
- 11. No Joint Venture.** It is acknowledged and agreed by the parties that the terms herein are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its employees, elected officials and agents, do not assume any responsibilities or liabilities to any third party in connection with the Relocation Project.

Executed to be effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

*(SIGNATURES ON FOLLOWING PAGES)*



**WILLIAMSON COUNTY**

By: \_\_\_\_\_

William Gravell, Jr., County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy Rister, County Clerk

**ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sara White, City Clerk

## EXHIBIT A

### Plans of the Relocation Project

EXHIBIT  
"A"

INDEX OF SHEETS

C-001	TITLE SHEET
C-002	GENERAL NOTES AND SUMMARY OF QUANTITIES
C-100	KEY MAP
C-101	PROP. 10" WWL PLAN AND PROFILE STA. 10+00 TO END
C-102	EROSION CONTROL SHEET
C-501	STANDARD DETAILS - SHEET 1
C-502	STANDARD DETAILS - SHEET 2



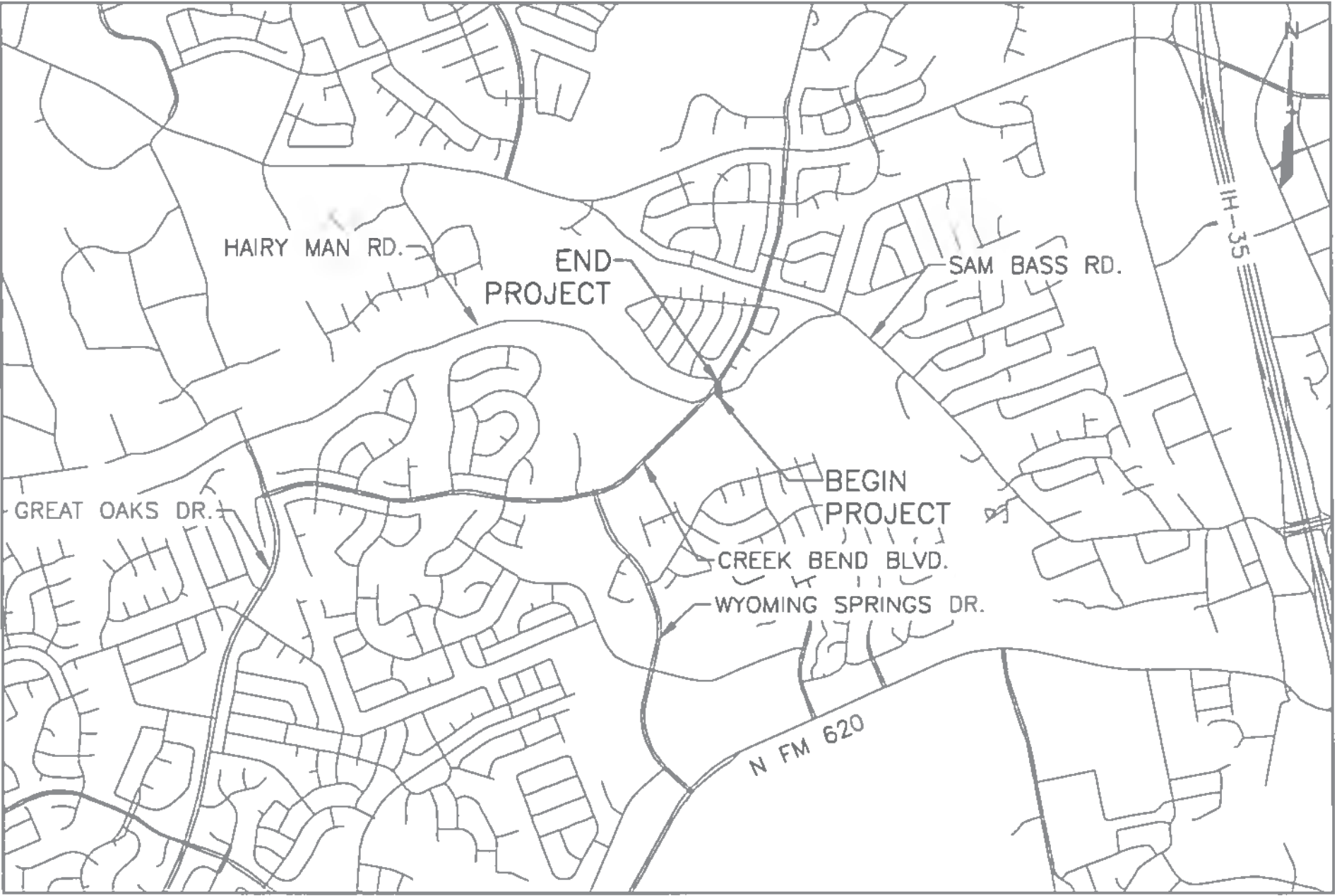
WILLIAMSON COUNTY  
HAIRY MAN RD./BRUSHY CREEK RD. IMPROVEMENTS  
ROUND ROCK 10 INCH WWL RELOCATION

TOTAL LENGTH OF PROJECT: 130 LF  
PROJECT LIMITS: 95 FT EAST OF HAIRY MAN RD./CREEK BEND BLVD. INTERSECTION, CROSSING HAIRY MAN RD.  
RELOCATION OF 10" WASTEWATER LINE, INCLUDING OPEN CUT, INSTALLATION OF ASSOCIATED  
APPURTENANCES, AND RECONNECTION TO EXISTING MAIN

OWNER INFORMATION

OWNER:  
CITY OF ROUND ROCK, TEXAS  
2008 ENTERPRISE DRIVE  
ROUND ROCK, TEXAS 78664  
  
CONTACT:  
JEFF BELL  
SENIOR PROJECT MANAGER  
512-218-7076  
  
DESIGNER:  
COBB FENDLEY  
505 E. HUNTLAND DR. SUITE 100  
AUSTIN, TEXAS 78752  
  
CONTACT:  
STANLEY FEES, P.E.  
512-834-9798

100% SUBMITTAL



VICINITY MAP  
(NOT TO SCALE)

REV NO.	REVISION DESCRIPTION	(CORRECT, ADD, VOID SHEET NUMBERS)	APPR'D BY	DATE

SUBMITTED FOR REVIEW:  
  
STANLEY FEES, P.E.  
COBB FENDLEY, INC. DATE  
  
APPROVALS:  
  
JEFF BELL  
CITY OF ROUND ROCK, TEXAS DATE 3.6.20

Exhibit A  
  
TBPE NO. 274 / TBPLS NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9798 | FAX 512.834.7277  
WWW.COBBFENDLEY.COM



Dwg. Info: \\austinserver\common\CFA\2014\0306801\_willamson\_county\_2013\_road\_bond\MUN\07\_hairy-man-brushy-creek-road\DESIGN\C-001-GNOT.dwg -- Tab: C-001 -- Plotted: 10/15/2020 5:16 PM By: KRISTEN VAN HOOSIER

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS MANUAL.
2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE.
3. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS ARE APPROPRIATE.
4. MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
5. THE CONTRACTOR SHALL GIVE THE CITY OF ROUND ROCK INSPECTOR AND CONSTRUCTION OBSERVER 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING, AT THE CONTRACTOR'S OPTION. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION. REVEGETATION SHALL BE INCLUDED IN THE MAIN ROADWAY PLANS.
7. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF ROUND ROCK, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, THE COUNTY OBSERVER, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
8. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF ROUND ROCK ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "ASBUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
9. THE ROUND ROCK CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
11. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

TRENCH SAFETY

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED,SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR EACH PROJECT WILL BE PROVIDED TO CONTRACTOR.
2. IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT,SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE,THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY OF ROUND ROCK.

STREET AND DRAINAGE

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 218-5555 (INSPECTIONS).
2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95%MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE.
3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE.

WATER AND WASTEWATER

1. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 200), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
2. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 150), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC (ASTM D2241 OR D3034, MAX. DR-26), DUCTILE IRON (AWWA C-100, MIN. CLASS 200).
3. UNLESS OTHERWISE ACCEPTED BY THE CITY ENGINEER, DEPTH OF COVER FOR ALL LINES OUT OF THE PAVEMENT SHALL BE 42" MIN., AND DEPTH OF COVER FOR ALL LINES UNDER PAVEMENT SHALL BE A MIN. OF 30" BELOW SUBGRADE.
4. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 200).
5. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL POLYETHYLENE AND SEALED WITH DUCT TAPE OR EQUAL ACCEPTED BY THE CITY ENGINEER.
6. THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR AT 218-5555 TO COORDINATE UTILITY TIE-INS AND NOTIFY HIM AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING LINES.

7. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF THE PAVEMENT SHALL HAVE BOLTED COVERS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE ALLOWED.
8. THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
9. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH INSPECTOR.
10. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL), AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY CITY OF ROUND ROCK PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE CITY OF ROUND ROCK TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. WHERE MEANS OF FLUSHING IS NECESSARY, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROVIDE FLUSHING DEVICES AND REMOVE SAID DEVICES PRIOR TO FINAL ACCEPTANCE BY THE CITY OF ROUND ROCK.
11. SAMPLING TAPS SHALL BE BROUGHT UP TO 3 FEET ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR CITY PERSONNEL. AT THE CONTRACTOR'S REQUEST, AND IN HIS PRESENCE, SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CITY OF ROUND ROCK NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER APPROVED BY THE CITY. CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF THE PRE- TESTING DUE TO FAILED TEST.
12. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE PIPE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TESTS. QUALITY AND PRESSURE TESTING SHALL BE MONITORED BY CITY OF ROUND ROCK PERSONNEL.
13. THE CONTRACTOR SHALL COORDINATE TESTING WITH THE CITY OF INSPECTOR AND PROVIDE NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING OR PRESSURE TESTING.
14. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF ROUND ROCK.
15. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
16. ALL WATER SERVICE, WASTEWATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

WATER SERVICE "W" ON TOP OF CURB  
WASTEWATER SERVICE "S" ON TOP OF CURB  
VALVE "V" ON FACE OF CURB

TOOLS FOR MARKING THE CURB SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE AS SPECIFIED BY THE ENGINEER AND ACCEPTED BY THE CITY OF ROUND ROCK.

17. CONTACT CITY OF ROUND ROCK ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT FOR ASSISTANCE IN OBTAINING EXISTING WATER AND WASTEWATER LOCATIONS.
18. THE CITY OF ROUND ROCK FIRE DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO TESTING OF ANY BUILDING SPRINKLER PIPING IN ORDER THAT THE FIRE DEPARTMENT MAY MONITOR SUCH TESTING.
19. SAND, AS DESCRIBED IN SPECIFICATION ITEM 510 PIPE, SHALL NOT BE USED AS BEDDING FOR WATER AND WASTEWATER LINES. ACCEPTABLE BEDDING MATERIALS ARE PIPE BEDDING STONE, PEA GRAVEL AND IN LIEU OF SAND, A NATURALLY OCCURRING OR MANUFACTURED STONE MATERIAL CONFORMING TO ASTM C33 FOR STONE QUALITY AND MEETING THE FOLLOWING GRADATION SPECIFICATION:

SIEVE SIZE	PERCENT RETAINED BY WEIGHT
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

20. THE CONTRACTOR IS HEREBY NOTIFIED THAT CONNECTING TO, SHUTTING DOWN, OR TERMINATING EXISTING UTILITY LINES MAY HAVE TO OCCUR AT OFF-PEAK HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6 A.M.
21. ALL WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATIONS, 30 TAC CHAPTER 213 AND 317, AS APPLICABLE. WHENEVER TCEQ AND CITY OF ROUND ROCK SPECIFICATIONS CONFLICT, THE MORE STRINGENT SHALL APPLY.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CONTRIBUTING ZONE PLAN GENERAL CONSTRUCTION NOTES

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY GROUND DISTURBANCE OR CONSTRUCTION ACTIVITIES. THIS NOTICE MUST INCLUDE:  
THE NAME OF THE APPROVED PROJECT  
THE ACTIVITY START DATE; AND  
THE CONTACT INFORMATION OF THE PRIME CONTRACTOR
2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED CONTRIBUTING ZONE PLAN (CZP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PLAN AND APPROVAL LETTER ON-SITE.
3. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.
4. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
5. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE

STREAMS, SENSITIVE FEATURES, ETC.

6. SEDIMENT MUST BE REMOVED FROM THE SEDIMENT TRAPS OR SEDIMENTATION BASINS WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN CAPACITY.
7. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.
8. ALL EXCAVATED MATERIAL THAT WILL BE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS.
9. IF PORTIONS OF THE SITE WILL HAVE A CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.
10. THE FOLLOWING RECORDS SHOULD BE MAINTAINED AND MADE AVAILABLE TO THE TCEQ UPON REQUEST:  
THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR  
THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
11. THE HOLDER OF ANY APPROVED CZP MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:  
ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY BEST MANAGEMENT PRACTICES (BMPS) OR STRUCTURE(S), INCLUDING BUT NOT LIMITED TO TEMPORARY OR PERMANENT PONDS, DAMS, BERMS, SILT FENCES, AND DIVERSIONARY STRUCTURES;  
ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED;  
ANY CHANGE THAT WOULD SIGNIFICANTLY IMPACT THE ABILITY TO PREVENT POLLUTION OF THE EDWARDS AQUIFER; OR  
ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED AS UNDEVELOPED IN THE APPROVED CONTRIBUTING ZONE PLAN.

Austin Regional Office 12100 Park 35 Circle, Building A Austin, Texas 78753-1808 Phone (512) 339-2929 Fax (512) 339-3795 San Antonio Regional Office 14250 Judson Road San Antonio, Texas 78233-4480 Phone (210) 490-3096 Fax (210) 545-4329

SURVEY NOTES

1. BEARING VALUES BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, NAD-83, CENTRAL (4203). COORDINATES ARE SURFACE VALUES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011. ELEVATIONS BASED UPON GEOID 2012A, PER WESTERN DATA GPS REFERENCE NETWORK.

SUMMARY OF QUANTITIES

505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF
506-VVV	Drop Manhole w/CIP Base, 5' Dia.	1	EA
509	Trench Safety Systems (All Depths)	83	LF
510-VVV	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

**CobbFendley**

TRPE NO. 274 / TRPLS NO. 1046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9788 | FAX 512.834.9553  
WWW.COBBFENDLEY.COM

GENERAL NOTES AND  
SUMMARY OF QUANTITIES

HAIRY MAN 10" WWL RELOCATION  
ROUND ROCK, TEXAS

**WILLIAMSON  
COUNTY**  
1848

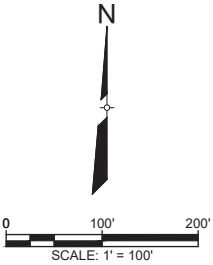
PROJ. NO. 1703-011-10  
DESIGN: K. VAN HOOSIER  
DRAWN: H. BYRNE  
CHECK: L. PRINCE  
APPR: S. FEES  
DATE: OCTOBER 15, 2020



STANLEY RAY FEES  
63294  
LICENSED PROFESSIONAL ENGINEER  
OCTOBER 15, 2020

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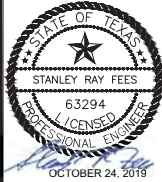
**CobbFendley**  
TYPE NO. 274 / TPLS NO. 10046701  
505 EAST HUNTIN DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9788 / FAX 512.834.9553  
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**KEY MAP**

HAIRY MAN 10" WWL RELOCATION  
ROUND ROCK, TEXAS

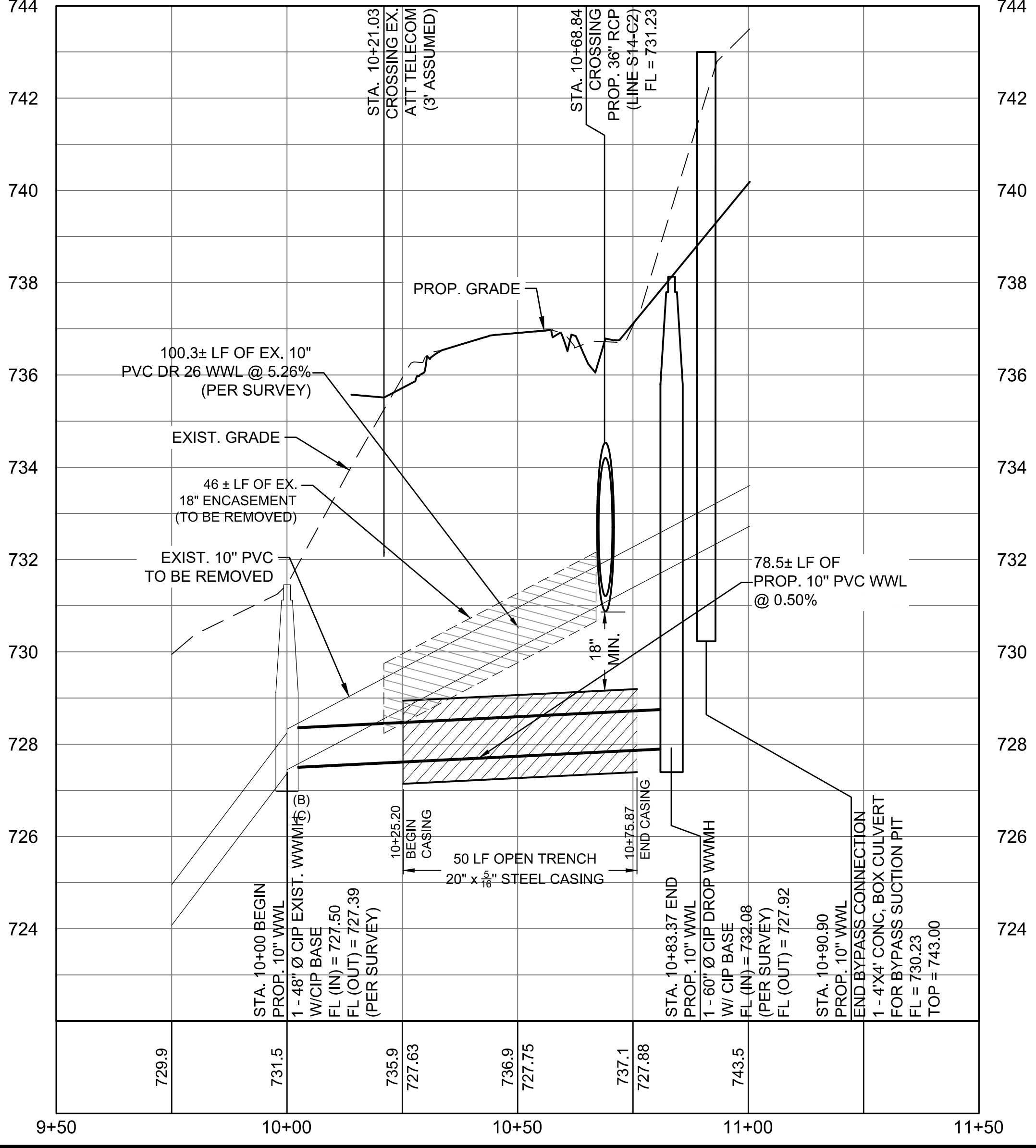
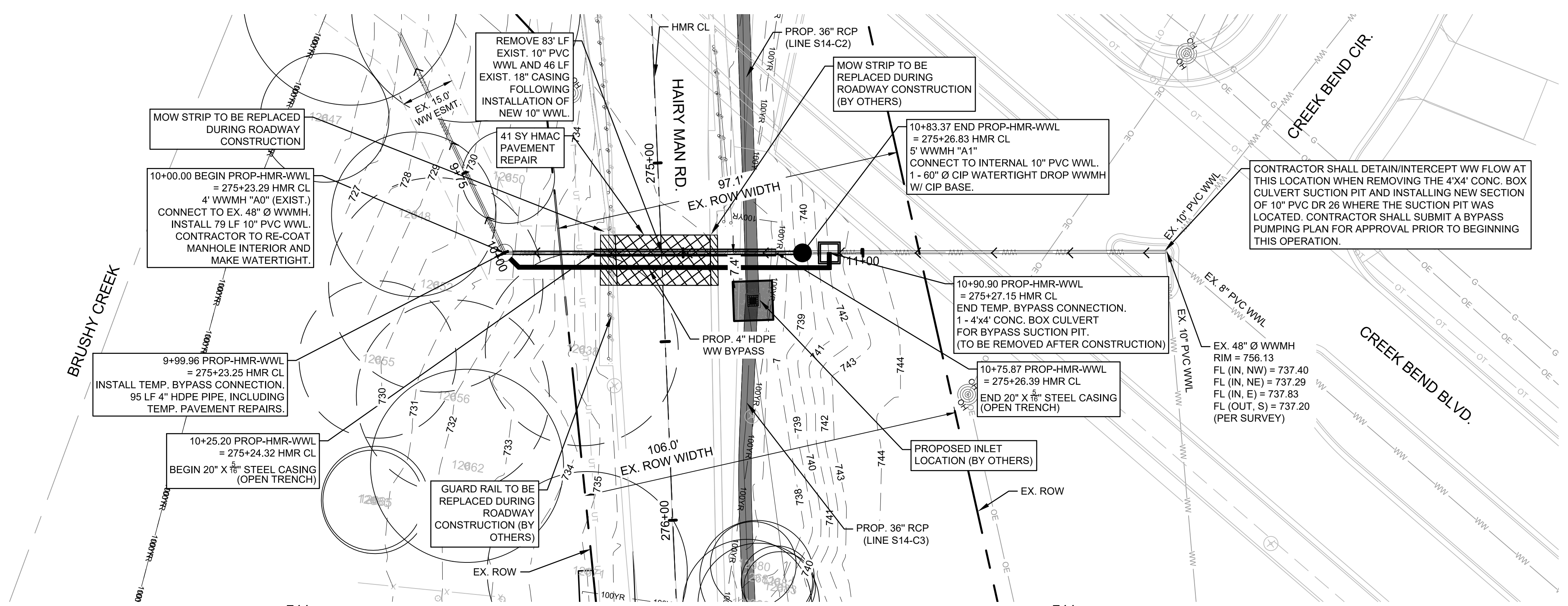


PROJ. NO. 1703-011-10  
DESIGN: K. VAN HOOSIER  
DRAWN: H. BYRNE  
CHECK: L. PRINCE  
APPR: S. FEES  
DATE: OCTOBER 24, 2019



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USED FOR CONSTRUCTION PRIOR TO  
REGULATORY SIGNATURE AND PERMIT





NOTE:  
CONTRACTOR MUST MEET/EXCEED THE EXISTING PAVEMENT SECTION WHEN PERFORMING PAVEMENT REPAIRS.

THE CONTRACTOR SHALL HAVE FULL TIME (24 HOUR), ONSITE QUALIFIED PUMP PERSONNEL INCLUDING SUPERVISION FOR MONITORING THE ENTIRE BYPASS INSTALLATION WHILE IT IS IN OPERATION. THE ENTIRE LENGTH OF BYPASS PIPING SHALL BE WALKED AND INSPECTED HOURLY TO MONITOR FOR LEAKS. HIGH LEVEL ALARM NOTIFICATION TO CELL PHONES SHALL NOT ELIMINATE THIS REQUIREMENT. WHERE BYPASS PUMPING SYSTEMS EXCEED 1,500 FEET IN LENGTH CANNOT BE COMPLETELY OBSERVED FROM THE BYPASS PUMP LOCATION, AT LEAST ONE ATTENDANT SHALL BE ASSIGNED TO THE PUMP OPERATION, AND ONE ADDITIONAL ATTENDANT SHALL BE ASSIGNED TO WALK AND MONITOR THE PIPELINE.

ONCE ALL WORK IS COMPLETED AND THE BYPASS PUMPING OPERATION IS NO LONGER REQUIRED, THE CONTRACTOR MUST DISINFECT AND DRAIN THE ENTIRE BPP SYSTEM IN ACCORDANCE WITH APPROVED SUBMITTAL.

(B)	
WWMH STA 10+00 TO STA 10+83.37 WITH A 20% SAFETY FACTOR	
PEAK WET WEATHER FLOW CAPACITY:	345,600 GPD / 240 GPM / 0.64 CFS
VELOCITY IN 10" PIPE @ 0.5% SLOPE:	2.18 FPS
DEPTH IN 10" PIPE @ 0.5% SLOPE:	0.38 FT

(C)	
WWMH STA 10+00 TO STA 10+83.37 WITH FLOW OF 85% FLOW	
PEAK WET WEATHER FLOW CAPACITY:	864,000 GPD / 600 GPM / 1.61 CFS
VELOCITY IN 10" PIPE @ 0.5% SLOPE:	2.88 FPS
DEPTH IN 10" PIPE @ 0.5% SLOPE:	0.66 FT

**LEGEND**

	PROP. WASTEWATER
	PROP. ROW
	EXIST. ROW
	EASEMENT
	EXIST. EOP
	PROP. EOP
	W — W EXIST. WATER LINE
	WW — WW EXIST. WW LINE
	SD — SD STORM DRAIN
	G — G EXIST. GAS LINE
	UT — UT U.G. TELECOM
	FO — FO FIBER OPTIC
	OE — OE OVERHEAD ELECTRIC
	E — E U.G. ELECTRIC
	O — O CHAINLINK FENCE
	X — X WIRE FENCE
	EXIST. TREE (TO REMAIN)
	EXIST. TREE (TO BE REMOVED)
	EXIST. TREE (TO REMAIN WITH PROTECTIVE TYPE A CHAIN LINK FENCE)

**GENERAL NOTES:**

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
- CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WASTEWATER LINE IN THE STREET AND 42" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
- ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
- EXISTING WASTEWATER MAINS CONNECTED TO PROPOSED BYPASS CONNECTION, AND TO EXISTING MANHOLE AT STA 10+00 ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.

	EXISTING
	PROPOSED

EXISTING  
GRADE  
FLOW LINE  
OF PIPE

**PROFILE SCALE**  
1"=40' HORIZ.  
1"=4' VERT.

APPROVED BY:	DATE
REVISION DESCRIPTION	
REV. NO.	

TRPE NO. 274 / TRPLS NO. 1046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9788 / FAX 512.834.9553  
WWW.COBBFENDLEY.COM

**PROP. 10" WWL PLAN AND  
PROFILE STA. 10+00 TO END**

HAIRY MAN 10" WWL RELOCATION  
ROUND ROCK, TEXAS

WILLIAMSON COUNTY  
1848

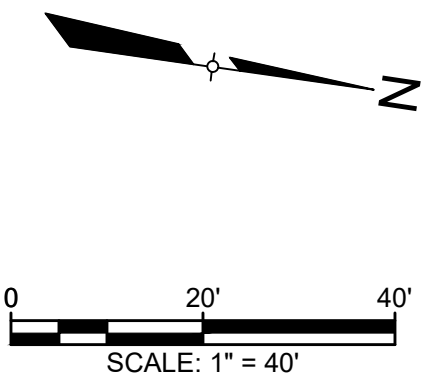
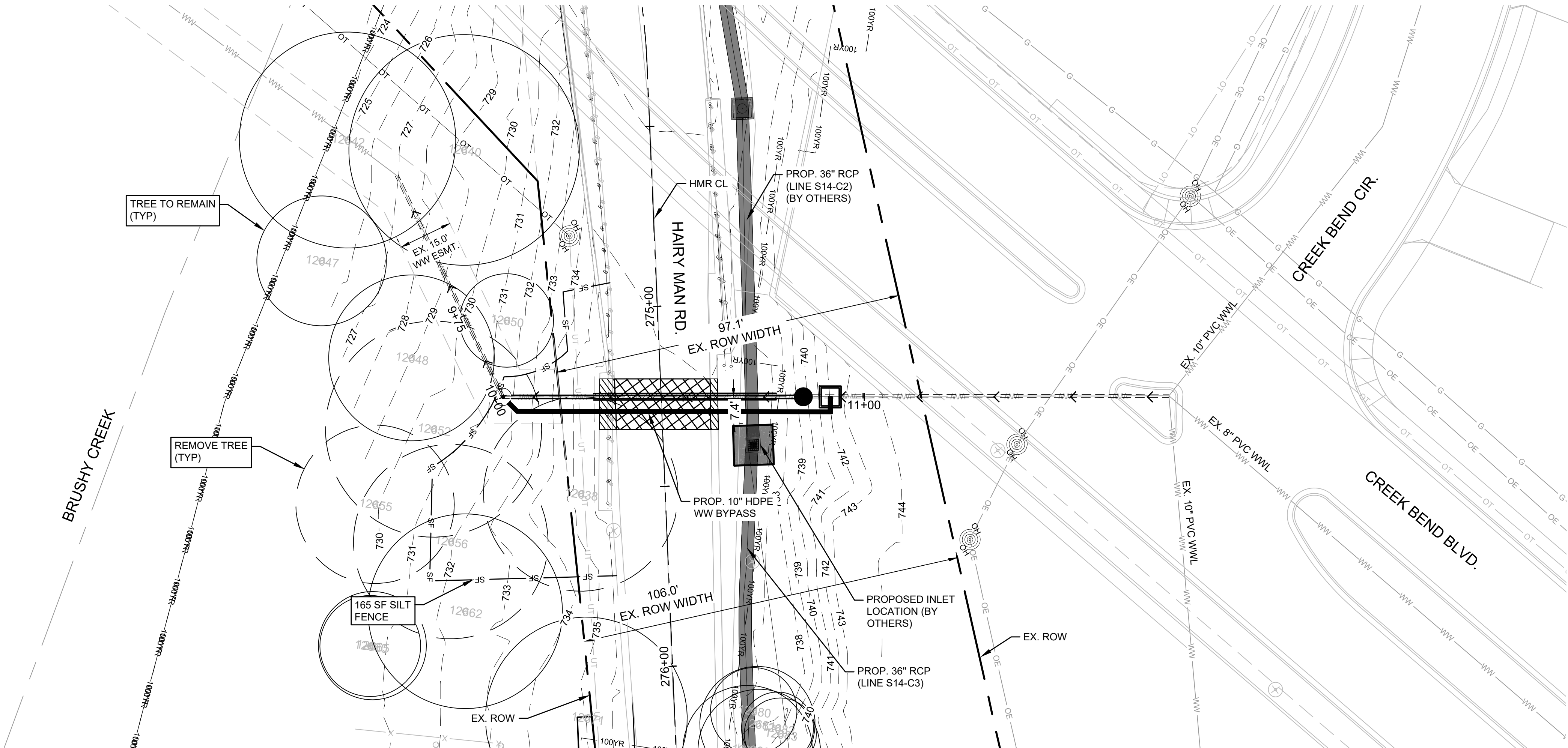
PROJ. NO. 1703-011-10  
DESIGN: K. VAN HOOSIER  
DRAWN: H. BYRNE  
CHECK: L. PRINCE  
APPR: S. FEES  
DATE: OCTOBER 7, 2020

THESE DESIGN DOCUMENTS ARE NOT TO BE  
USED FOR CONSTRUCTION PRIOR TO  
REGULATORY SIGNATURE AND PRINT

SHEET  
**C-101**  
4 of 8



0+00



- LEGEND**
- PROP. WASTEWATER
  - PROP. ROW
  - EXIST. ROW
  - EASEMENT
  - EXIST. EOP
  - PROP. EOP
  - W W EXIST. WATER LINE
  - WW WW EXIST. WW LINE
  - SD SD STORM DRAIN
  - G G EXIST. GAS LINE
  - UT UT U.G. TELECOM
  - FO FO FIBER OPTIC
  - OE OE OVERHEAD ELECTRIC
  - E E U.G. ELECTRIC
  - CHAINLINK FENCE
  - ROCK FENCE
  - WIRE FENCE
  - EXIST. TREE (TO REMAIN)
  - EXIST. TREE (TO BE REMOVED)

- GENERAL NOTES:**
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
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**TREE LIST**

POINT #	TAG #	DRIP DIA.	SIZE	DESCRIPTION	STATUS
735.436	12638	27"	27"	CEDAR ELM	REMOVE
725.175	12647	18"	18"	CEDAR ELM	-
729.087	12648	23"	23"	CEDAR ELM	-
731.331	12650	13"	13"	CEDAR ELM	-
730.720	12652	30"	30"	CEDAR ELM	REMOVE
729.972	12655	22"	22"	CEDAR ELM	REMOVE
732.031	12656	27"	27"	CEDAR ELM	REMOVE
730.342	12660	14"	14"	CEDAR ELM	-
732.762	12662	27"	27"	CEDAR ELM	-
730.831	12665	15"	15"	OAK	-
735.089	12671	28"	28"	OAK	-
737.791	12680	12',12"	12",12"	OAK	-
738.060	12681	16"	16"	OAK	-
738.237	12682	10',4"	10",4"	OAK	-
738.105	12683	10"	10"	OAK	-

APPROVED BY: DATE

REVISION DESCRIPTION

REV. NO.

**CobbFendley**  
TBE NO. 274 / TBE L.S. NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9788 | FAX 512.834.9553  
WWW.COBBFENDLEY.COM

EROSION CONTROL SHEET

HAIRY MAN 10" WWL RELOCATION  
ROUND ROCK, TEXAS

**WILLIAMSON COUNTY**  
1848

PROJ. NO. 1703-011-10  
DESIGN: K. VAN HOOSIER  
DRAWN: H. BYRNE  
CHECK: L. PRINCE  
APPR: S. FEES  
DATE: OCTOBER 15, 2020

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PRINT

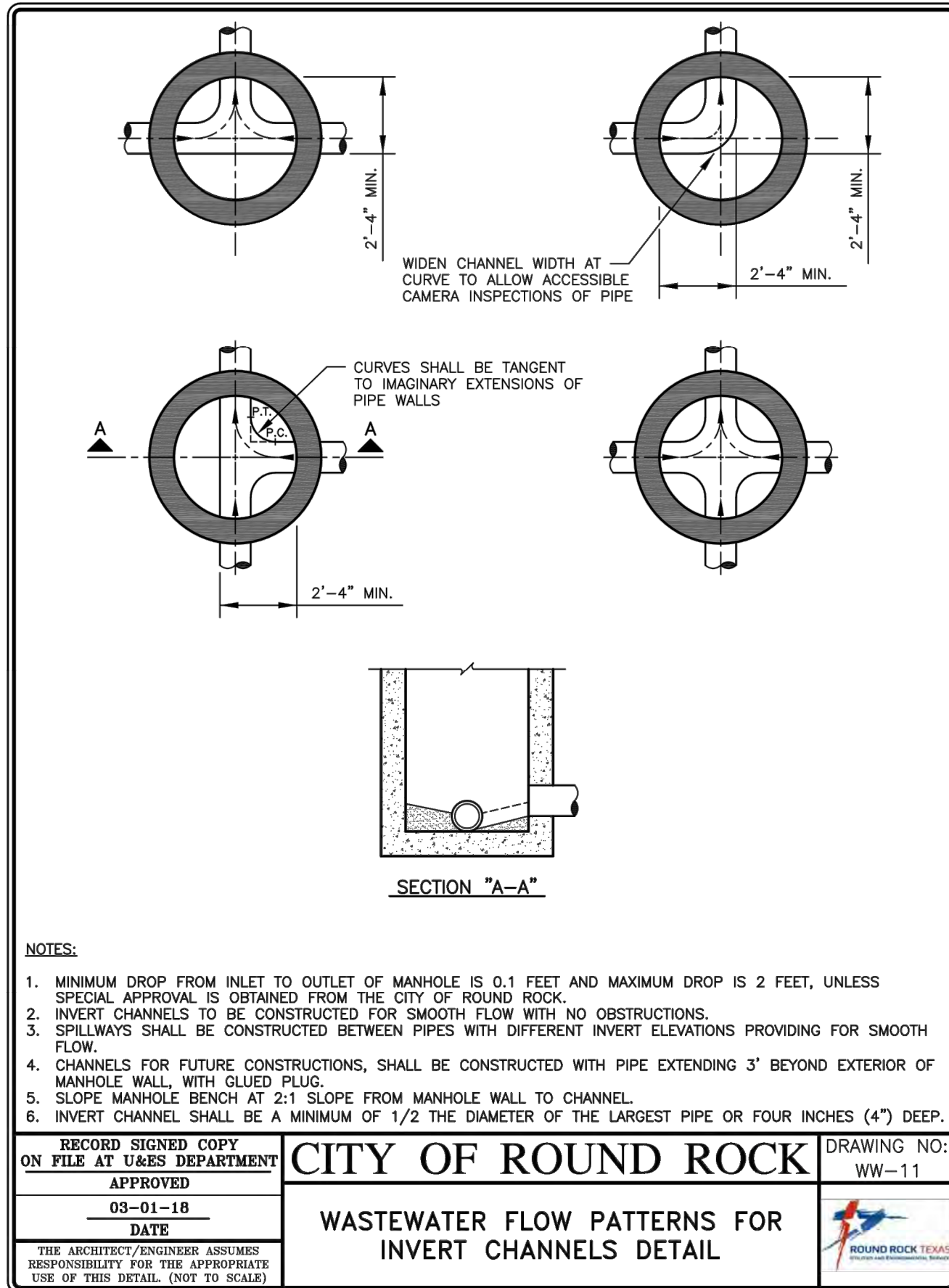
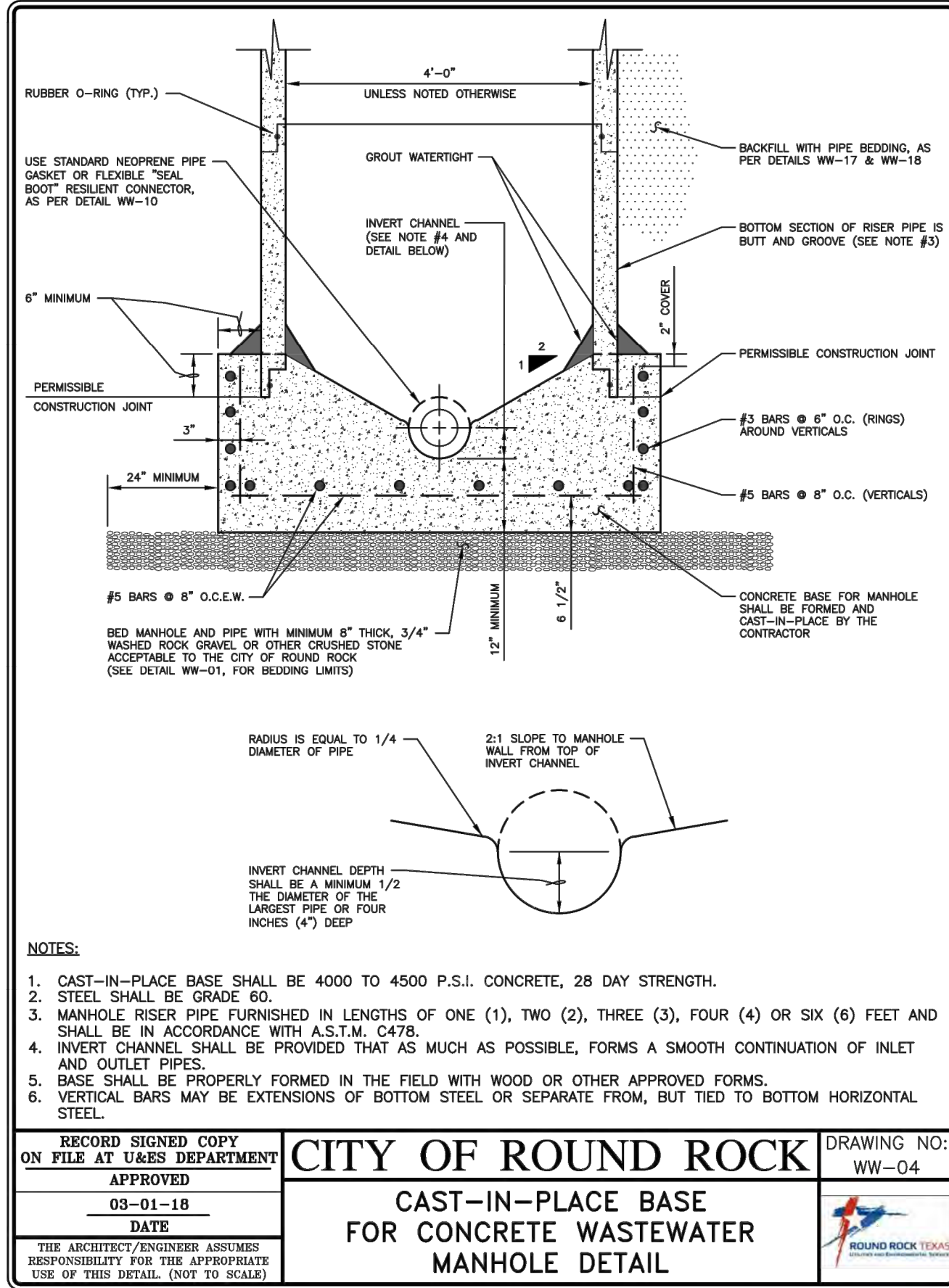
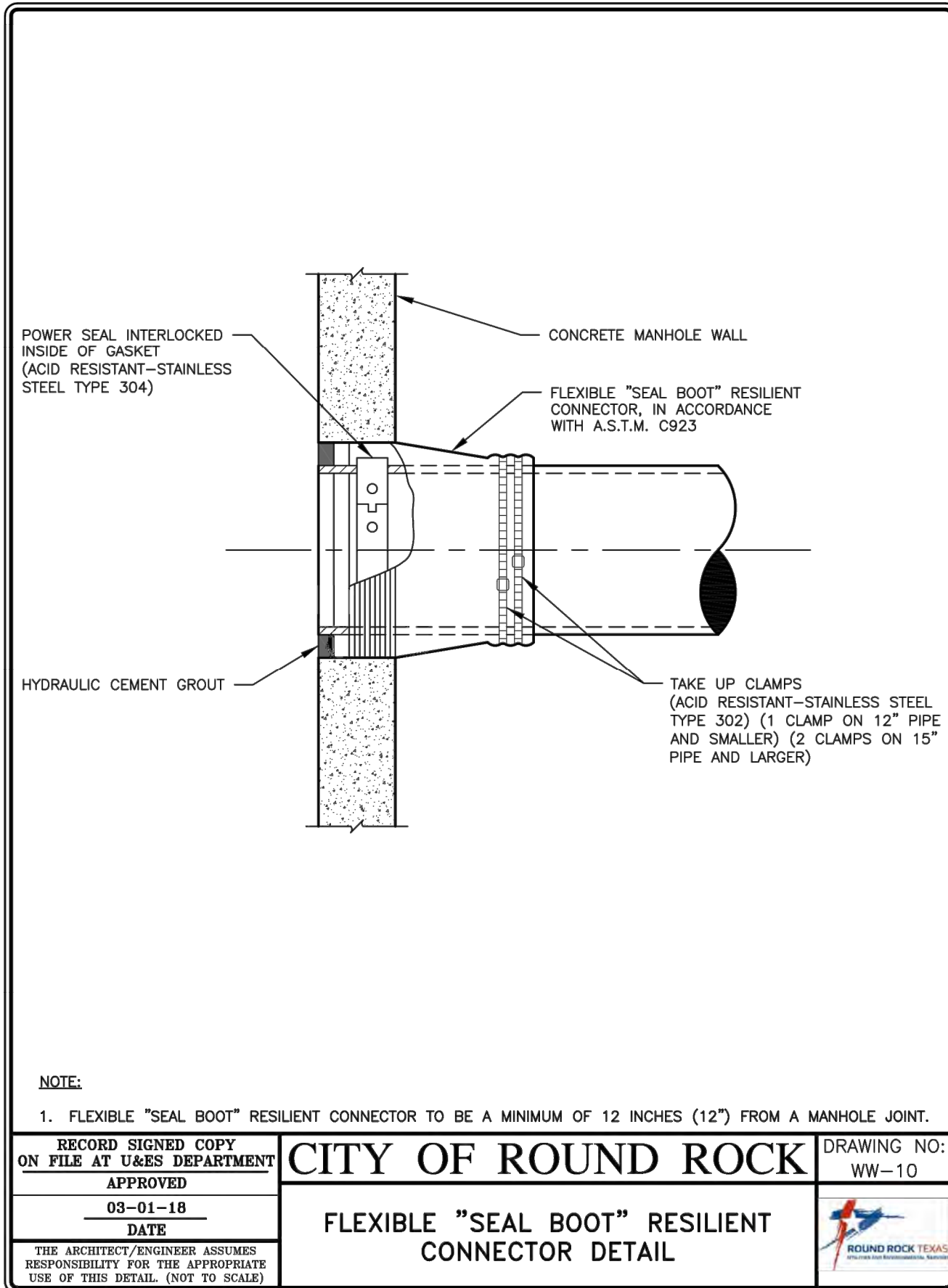
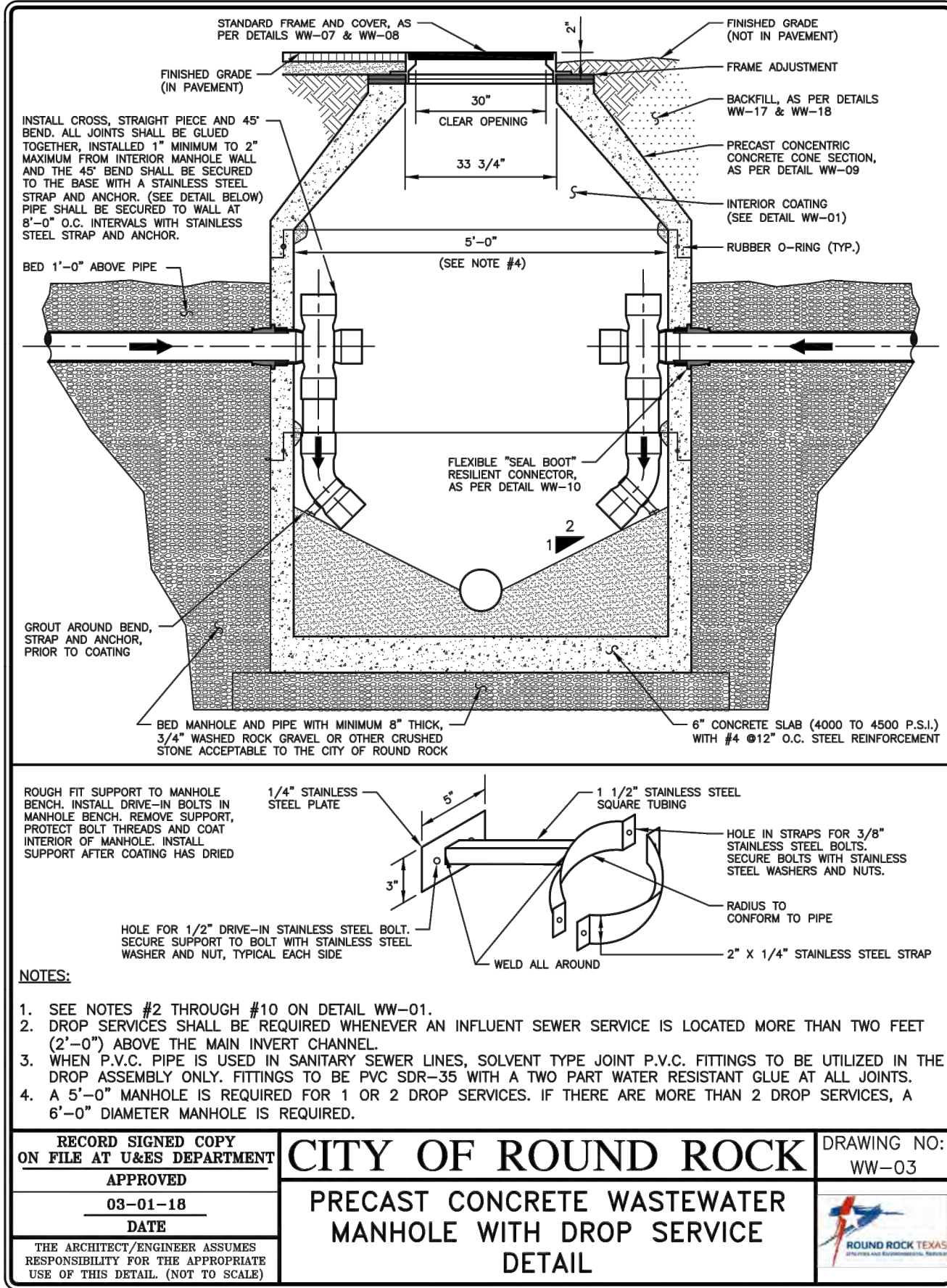
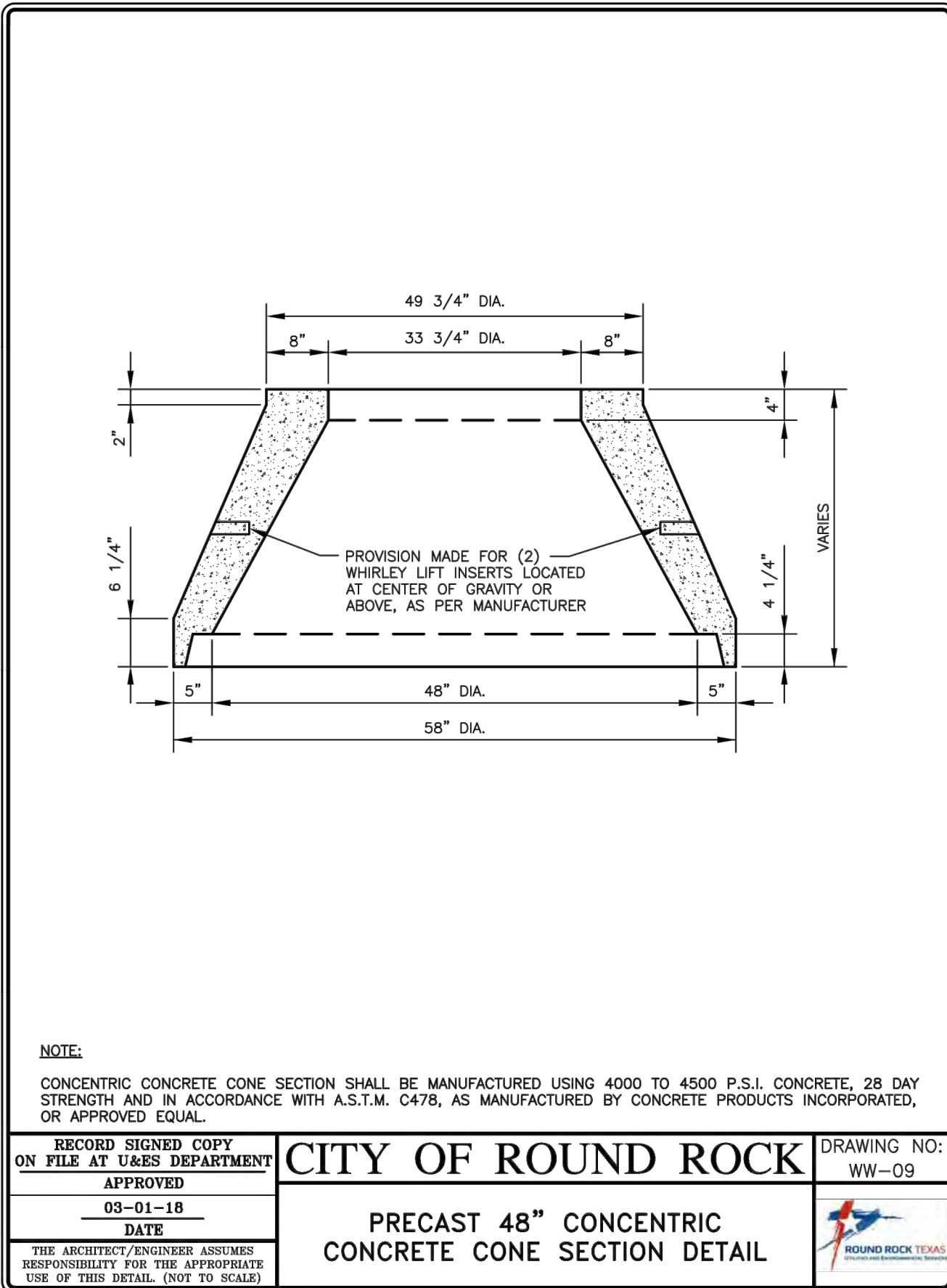
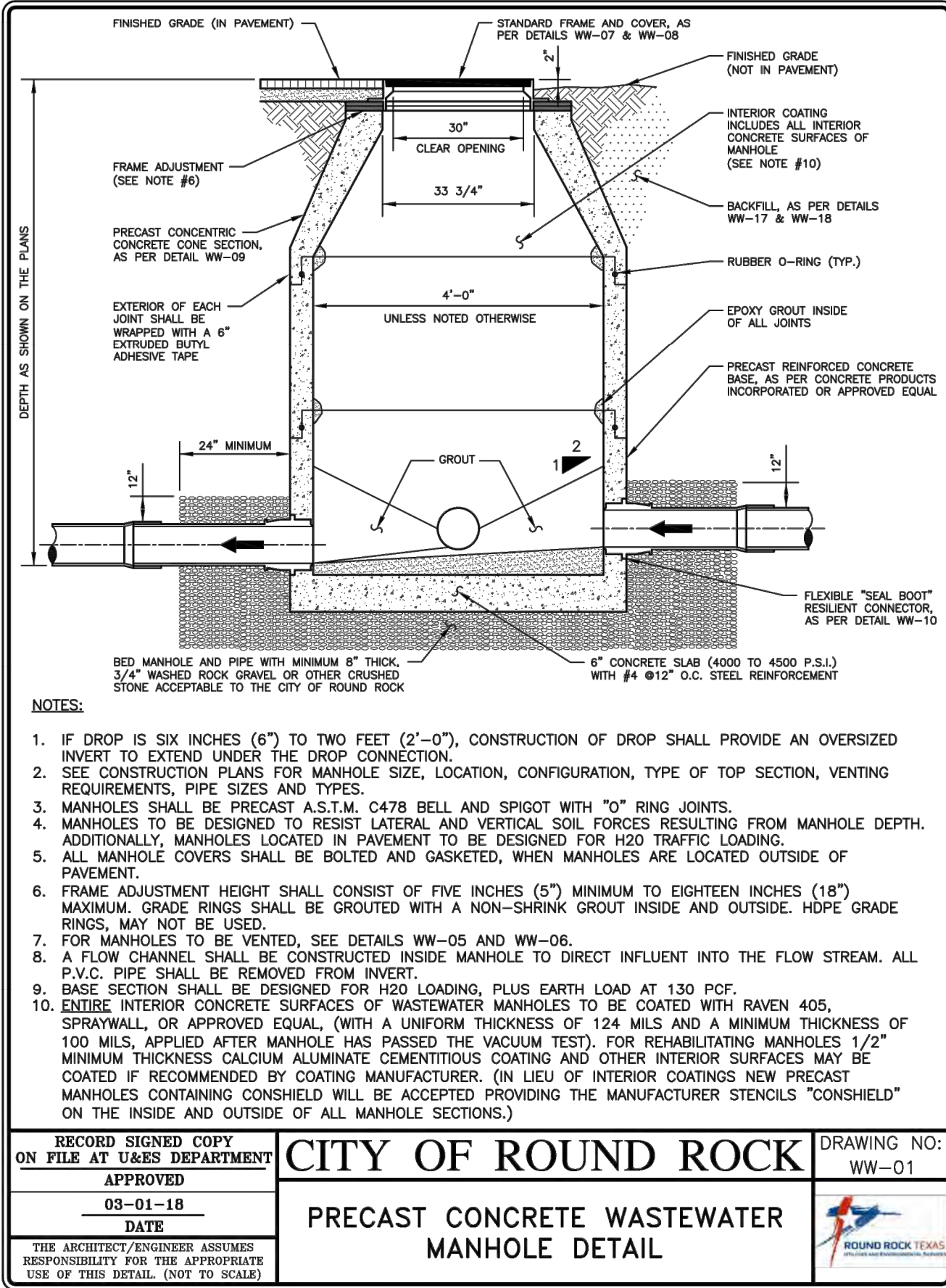
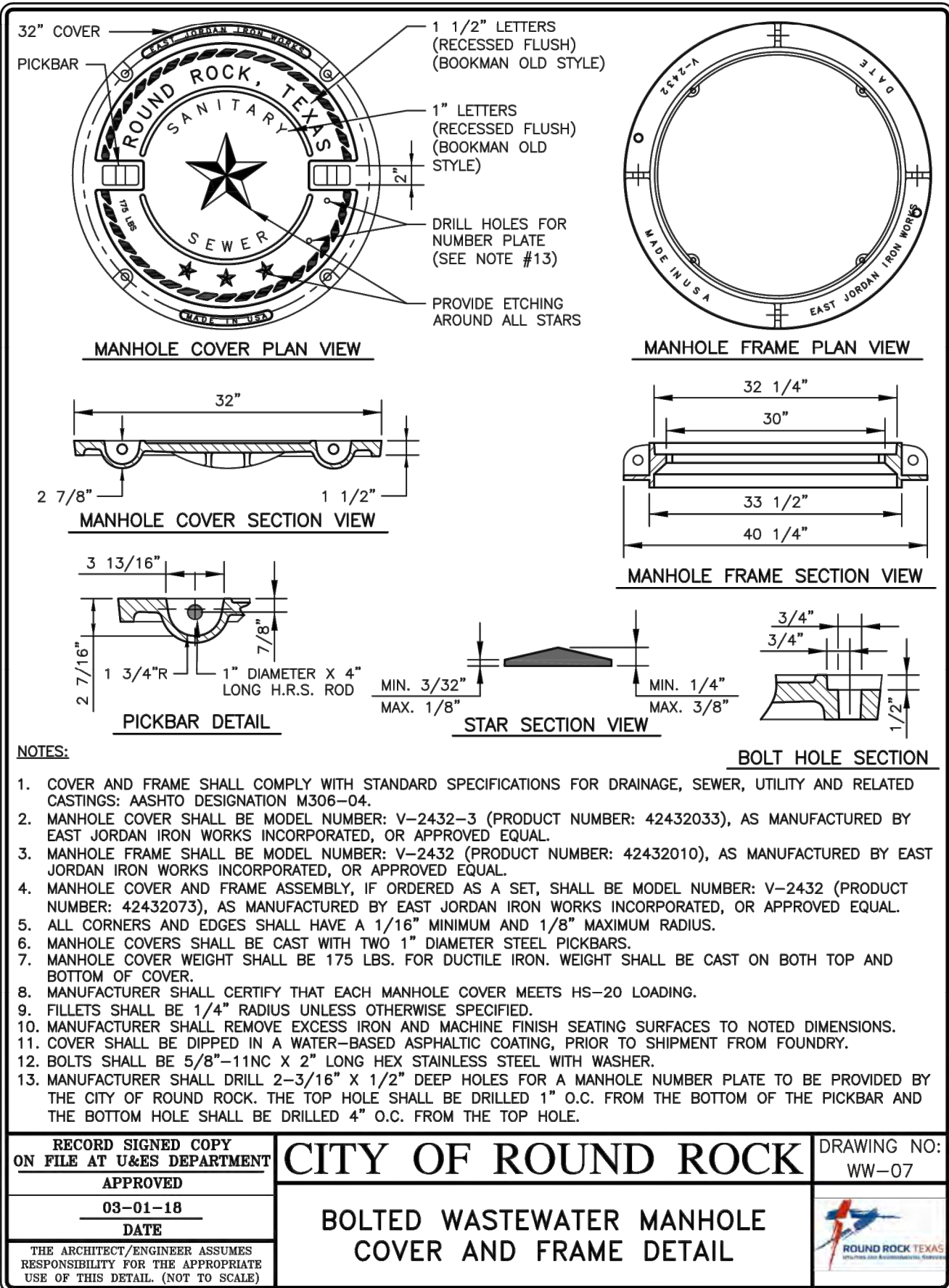
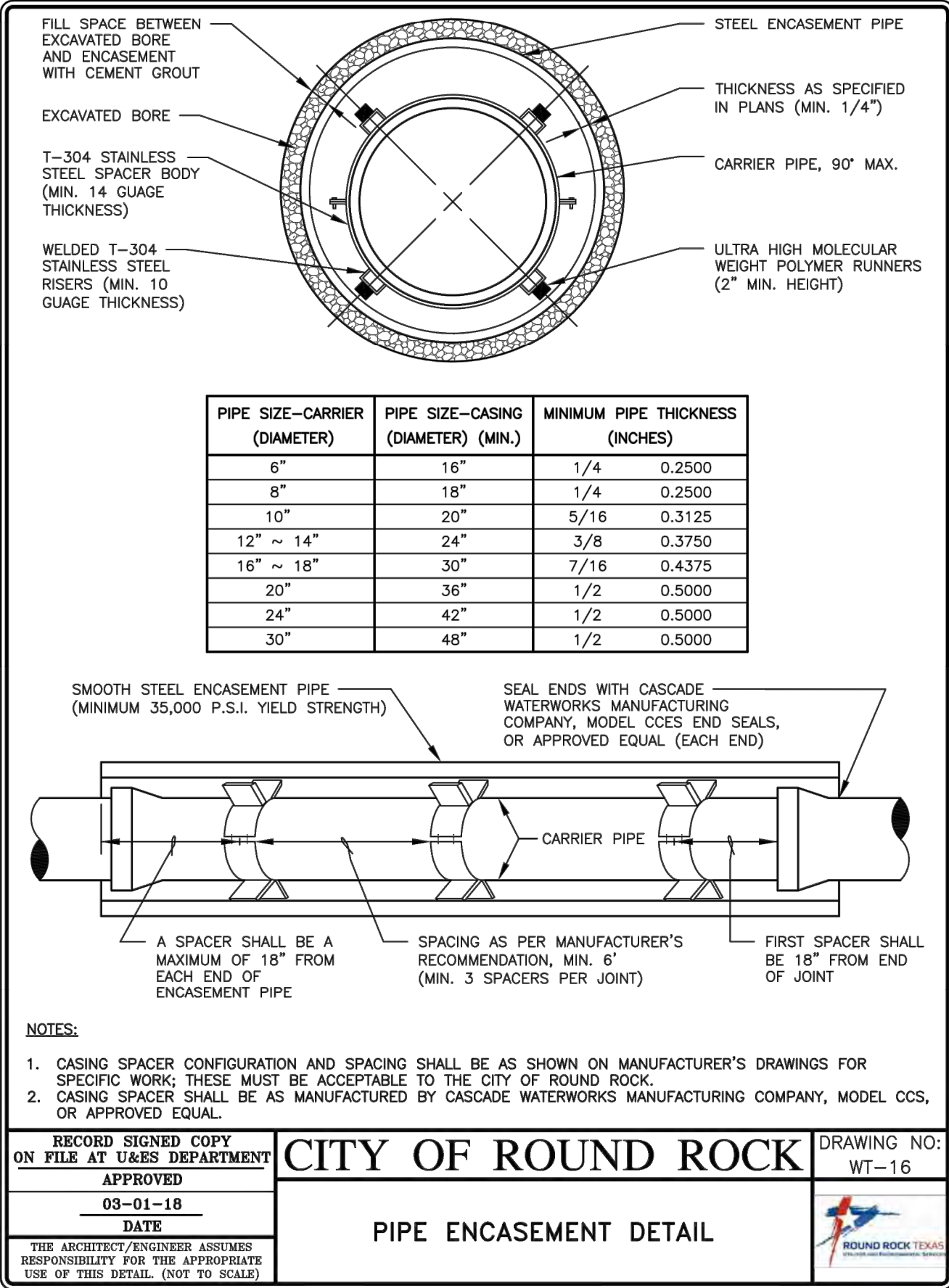
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C-102

5 of 8



Dwg. Info: \\austinserv\common\cfa\2014\0308801\_willamson\_county\_2013\_road\_bond\MUN\07\_hairy-man-brushy-creek-road\DESIGN\C-501-DETL-CORR.dwg - Tab: STANDARD DETAILS - SHEET 1 - Plotted: 10/7/2020 11:04 AM By: DANIEL MILTON



APPROVED BY: DATE

REVISION DESCRIPTION

REV. NO.

**CobbFendley**  
TYPE NO. 274 / TELPS NO. 1046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9788 | FAX 512.834.9553  
WWW.COBBFENDLEY.COM

STANDARD DETAILS - SHEET 1  
HAIRY MAN 10" WWL RELOCATION  
ROUND ROCK, TEXAS

**WILLIAMSON COUNTY**  
1848

PROJ. NO. 1703-011-10  
DESIGN: K. VAN HOOSIER  
DRAWN: H. BYRNE  
CHECK: L. PRINCE  
APPR: S. FEES  
DATE: OCTOBER 7, 2020

OCTOBER 7, 2020

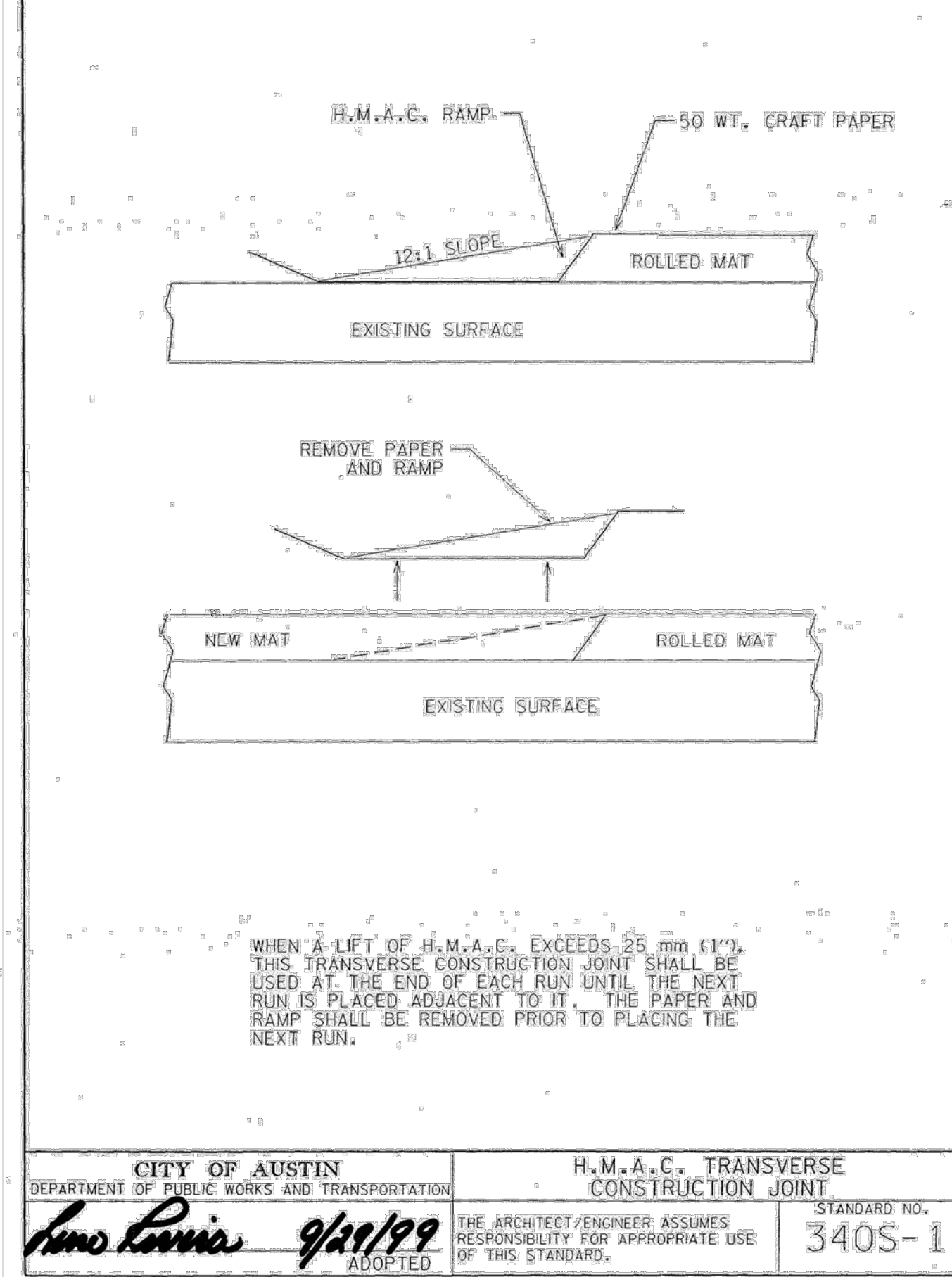
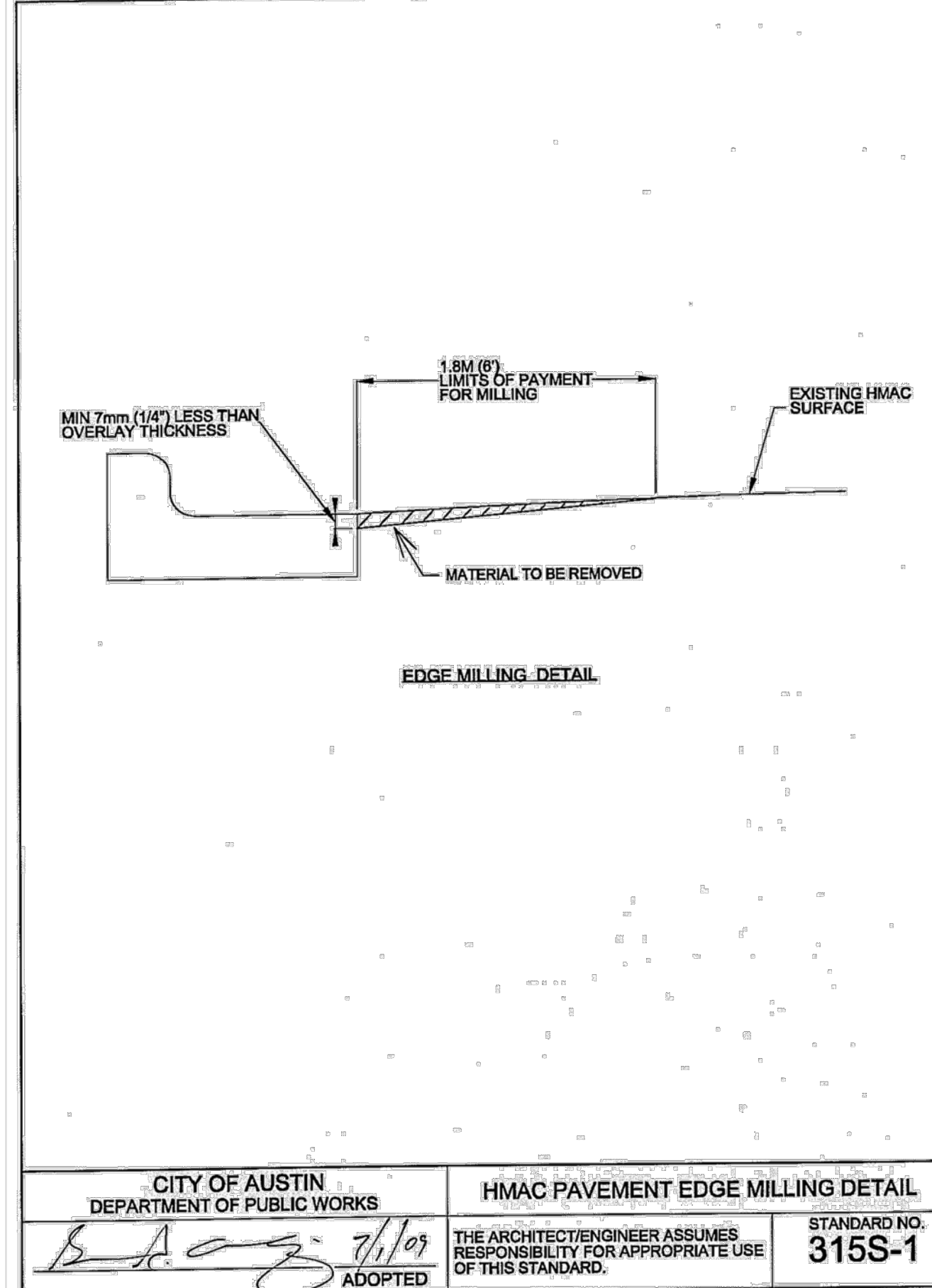
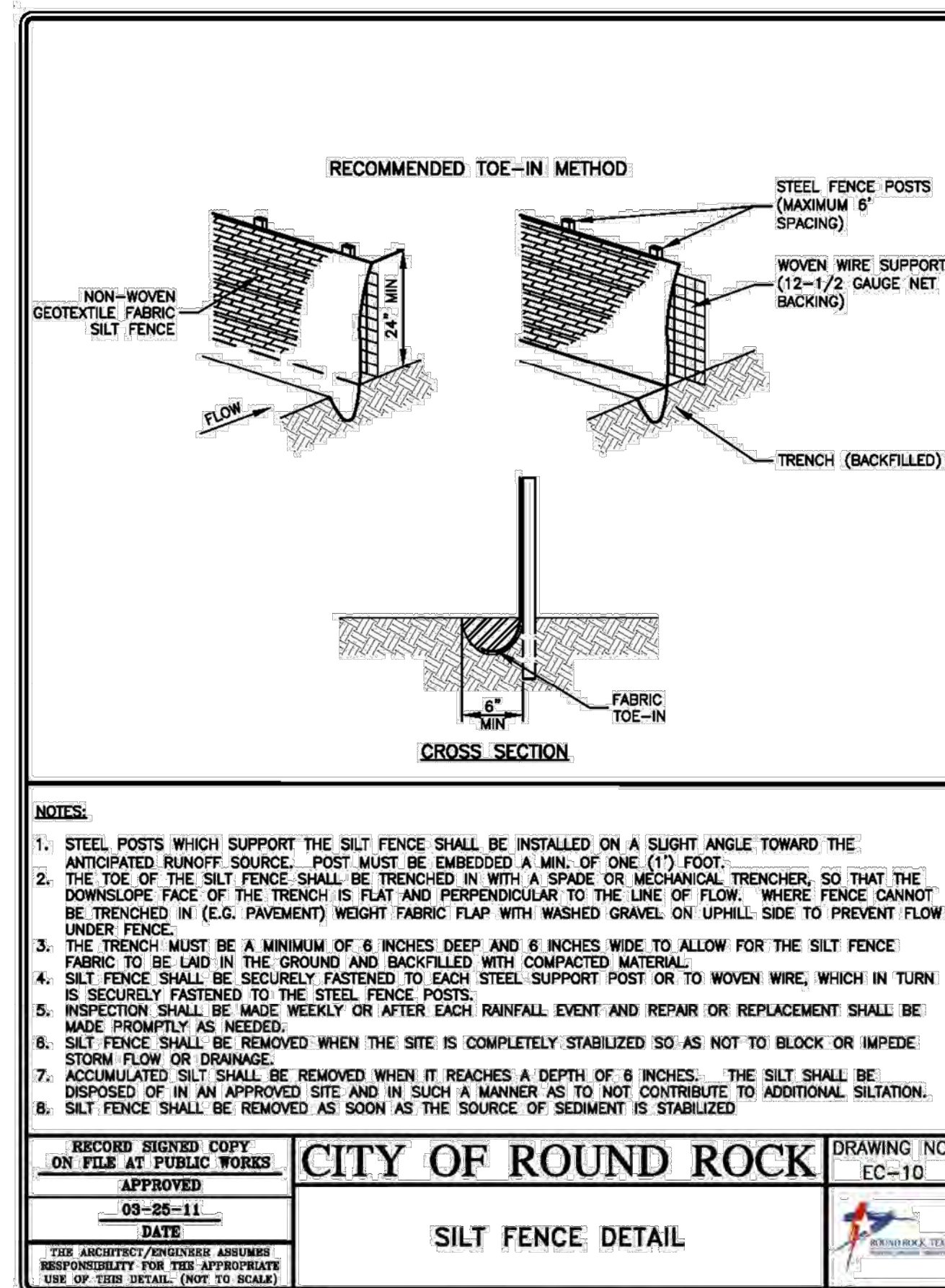
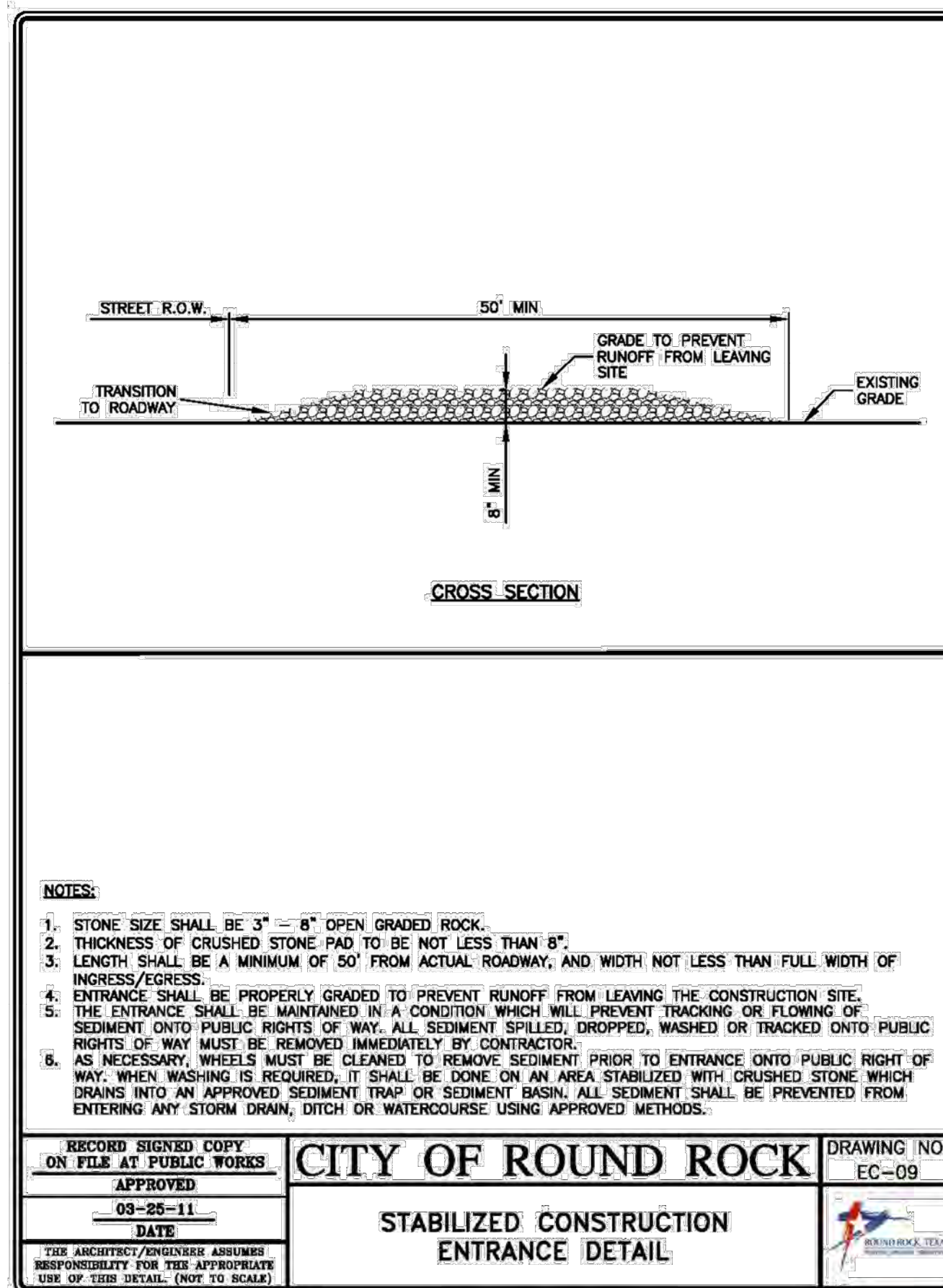
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SHEET  
**C-501**  
6 OF 8











## EXHIBIT B

### Preliminary Opinion of Probable Construction Costs

# EXHIBIT "B"



Williamson County 2013 Road Bond  
Hairy Man Rd - City of Round Rock  
10" WWL Relocation  
Engineer's Opinion of Probable Cost - 100%

10/15/2020

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF	\$ 150.00	\$ 7,500.00
506-WW	Drop Manhole w/CIP Base, 5' Dia.	1	EA	\$ 7,000.00	\$ 7,000.00
509	Trench Safety Systems (All Depths)	83	LF	\$ 4.00	\$ 332.00
510-WW	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF	\$ 150.00	\$ 12,505.50
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF	\$ 300.00	\$ 3,900.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF	\$ 1.50	\$ 247.50
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF	\$ 1.50	\$ 247.50
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY	\$ 2,500.00	\$ 12,500.00
<b>Total</b>					<b>\$ 44,232.50</b>





# City of Round Rock

## Agenda Item Summary

**Agenda Number: H.12**

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**Title:** Consider a resolution authorizing the Mayor to execute the Second Amendment to the First Amended and Restated Wholesale Collection and Treatment Agreement with R&R Mobile Joint Venture.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Michael Thane, Utilities and Environmental Services Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Map

**Department:** Utilities and Environmental Services

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### Text of Legislative File 2020-0355

On January 27, 2000, the City entered into a Wholesale Water Supply and Wastewater Collection and Treatment Agreement with R&R Mobile Joint Venture (R&R). This 30 year agreement authorizes the City to provide wholesale water and wastewater service outside its corporate limits, in lieu of R&R continuing the operation of its well and wastewater treatment plant. In this original agreement, R&R paid to the City an impact fee for 230 Living Unit Equivalents (LUE).

On August 8, 2013, this agreement was amended to update the land uses of each LUE originally purchased to ensure Blessing Mobile Home Park, which is housed on the site, would have the capacity for full build-out of their property. Additional language was included to ensure that R&R makes reasonable efforts to maintain their wastewater collection system in order to minimize inflow and infiltration into the City's wastewater collection system.

On July 25, 2019 the agreement was further amended for R&R to purchase an additional LUE to include a commercial unit, occupied by Round Rock Refuse.

This amendment will authorize the City to now provide water for fire protection services. R&R is required to bear the cost of all design and construction of necessary infrastructure to be able to connect to the City's water. This will include transmission lines, meters, fire hydrants, valves, backflow prevention devices, and other appurtenances. Once complete, the City will own and be responsible for the repair and

maintenance of all improvements up to the two water meters. All improvements past the meters will be the responsibility of R&R to repair and maintain. Once completed and approved by both parties, R&R will then pay the City a base charge of \$500 a month, and will pay for any water usage through the fire transmission line meters at a volume rate for bulk customers.



**RESOLUTION NO. R-2020-0355**

**WHEREAS**, the City of Round Rock (“City”) has previously entered into that certain Wholesale Water Supply and Wastewater Collection and Treatment Agreement (“Original Agreement”) with R&R Mobile Joint Venture (“R&R”); and

**WHEREAS**, City and R&R entered into that certain First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (The “Amended Agreement”) on August 8, 2013; and

**WHEREAS**, City and R&R entered into that certain First Amendment to the Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (The “Amended Agreement”) on July 25, 2019; and

**WHEREAS**, the City now wishes to make water available to R&R for fire protection, 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 Second Amendment to the First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement with R&R Mobile Joint Venture, 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 3rd day of December, 2020.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED  
WHOLESALE COLLECTION AND TREATMENT AGREEMENT  
BETWEEN THE CITY OF ROUND ROCK, TEXAS  
AND  
R&R MOBILE JOINT VENTURE

This SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED WHOLESALE COLLECTION AND TREATMENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND R&R MOBILE JOINT VENTURE (the "Second Amendment") is dated and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Round Rock ("City") and R&R Mobile Joint Venture ("R&R"), a Texas joint venture.

### RECITALS

WHEREAS, on the 8<sup>th</sup> day of August, 2013, the City and R&R entered into that certain First Amended and Restated Wholesale Collection and Treatment Agreement Between the City of Round Rock, Texas and R&R Mobile Joint Venture (the "Agreement"); and

WHEREAS, on the 25th day of July, 2019, the City and R&R entered into that certain First Amendment to the Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement Between the City of Round Rock and R&R Mobile Joint Venture to allow R&R Joint Venture to purchase one additional Service Unit; and

WHEREAS, the City and R&R now wish to amend the Agreement to provide for the City to make water available to R&R for fire protection;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, City and R&R mutually agree as follows:

### ARTICLE I DEFINITIONS

- 1.01 All terms used herein shall have the meanings assigned to them in the Agreement, unless the context clearly requires otherwise.

### ARTICLE II AMENDMENTS

- 2.01 The Agreement is hereby amended to by adding section 3.12 which shall read as follows:

**3.12 Water for Fire Protection.** The City agrees to make water available to R&R for fire protection purposes. R&R may connect to the City's water transmission line at the points

as depicted on Exhibit A. R&R shall bear all cost of the design and construction of necessary transmission lines, fire hydrants, vaults, valves, meters, backflow prevention devices, and appurtenances, required by R&R to access the City's water. The design and construction of the improvements shall be in compliance with all applicable City ordinances and regulations and subject to the inspection and approval of the City. After installation of the improvements, the City shall own the improvements up to and including the two meters and shall be responsible for the repair, maintenance, and replacement of same. The improvements downstream of the water meters shall be owned, repaired, maintained and replaced by R&R. When the improvements are completed by R&R and approved by the City, R&R shall pay to the City a fee of \$500 per month. In addition, for water taken by R&R, R&R shall be charged and it shall pay for such water at the volume charge for bulk use customers as provided in the Round Rock Code of Ordinances, Chapter 44, Sec. 44-32 (b), as amended from time to time by the City Council.

ARTICLE III  
MISCELLANEOUS

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

3.02 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed as of the day and year first above written.

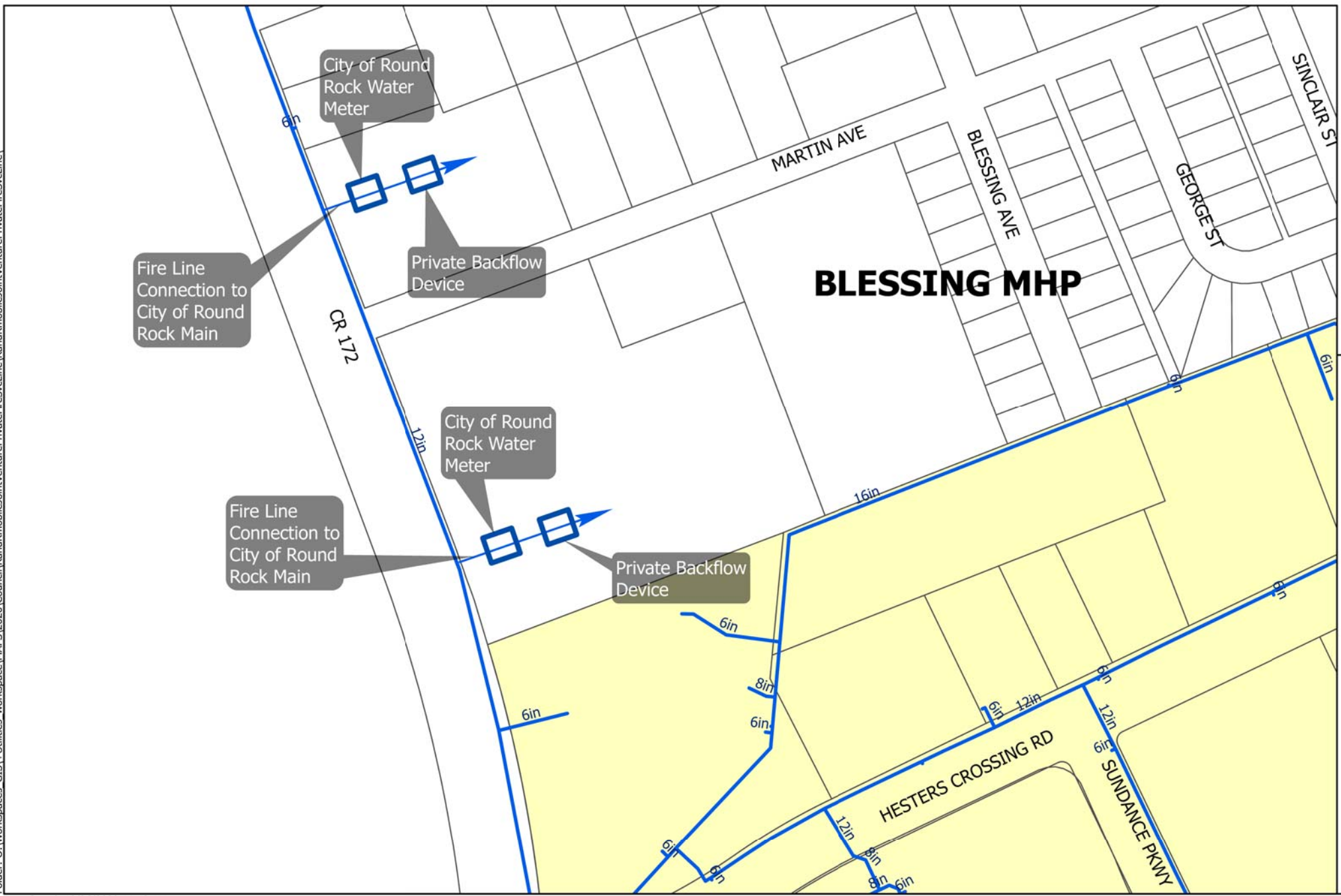
**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
**Craig Morgan, Mayor**

**R&R MOBILE JOINT VENTURE**

By: \_\_\_\_\_  
**R. Kip Lewis, its General Partner**

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Date Saved: 10/26/2020 11:43 AM



R & R Mobile Joint Venture  
Private Fire Service Line





# City of Round Rock

## Agenda Item Summary

### Agenda Number: I.1

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**Title:** Consider an ordinance amending Chapter 22, Code of Ordinances (2018 Edition), regarding municipal court fines and fees. (First Reading)(Requires Two Readings)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 12/3/2020

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Ordinance - Redline, LAF - Amending Chapter 22 regarding Municipal Court Fines and Fees (00459994xA08F8)

**Department:** Finance Department

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### Text of Legislative File 2020-0359

The Ordinance is required to implement legislative changes from 2019 to the names of certain fines, costs and fees. Additionally, the building security fee and fund, technology fee and fund and juvenile case manager fee and fund under state law and local ordinances are no longer necessary, so these provisions are no longer necessary. These fees are still collected, but are no longer local option.

These changes are administrative only and do not change current collections or practices in the Round Rock Municipal Court.



ORDINANCE NO. O-2020-0359

AN ORDINANCE AMENDING CHAPTER 22, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING MUNICIPAL COURT FINES AND 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 22, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

CHAPTER 22 – MUNICIPAL COURT

Sec. 22-1. - ~~Warrants of arrest.~~

~~(a) Upon failure of a person to report as ordered after such person has received due notice, issuing from a police officer or magistrate, that such person has violated a law or ordinance of the city, the municipal judge shall order that a warrant of arrest shall issue and be served for the arrest of such person who fails to appear as directed. A special expense of \$25.00 for the issuance and service of such warrant for arrest shall be collected from the person who fails to appear and against whom the warrant of arrest is issued.~~

~~(b) Upon commission of an offense under V.T.C.A., Penal Code § 38.10, or V.T.C.A., Transportation Code § 543.009, the municipal judge shall order that a warrant of arrest shall issue and be served for the arrest of the person committing the offense. A special expense of \$25.00 for the issuance and service of the warrant shall be collected from the person who commits the offense and against whom the warrant of arrest is issued.~~

~~(c) The collection of fines and special expenses shall be enforced, as necessary, by execution against the property of the defendant, or by imprisonment of the defendant.~~

~~(d) All fines and special expenses for the issuance and service of warrants shall be paid into the city treasury for the use and benefit of the city.~~

**Failure to Appear/Violate Promise to Appear fine**

(a) Pursuant to Vernon's Ann. C.C.P. art. 45.203, there is hereby established a fine in the amount of \$25.00 that shall be assessed to and collected from a defendant, after due notice, upon conviction for a misdemeanor offense in the municipal court under Section 38.10(e), Texas Penal Code (Failure to Appear), or Section 543.009, Texas Transportation Code (Violation of Promise to Appear).

(b) A defendant is considered convicted if:

(1) A sentence is imposed on the defendant;

(2) The defendant receives community supervision, including deferred adjudication community supervision; or

(3) The court defers final disposition of the defendant's case.

(c) In addition to any other method of enforcement, the City may enforce the collection of fines by execution against the property of the defendant or by imprisonment of the defendant.

(d) The clerk of the court shall collect the fine and pay it to the City treasury for the use and benefit of the City.

**Sec. 22-2. - Driving safety course fee.**

The municipal court is authorized to collect a reimbursement fee not to exceed \$10.00 from each person requesting a driving safety course pursuant to ~~subchapter B of chapter 543, V.T.C.A., Transportation Code § 543.111 et seq~~ Vernon's Ann. C.C.P. art. 45.0511. The reimbursement fees collected shall be paid into the city treasury for the use and benefit of the city.

**Sec. 22-3. - Teen court fee.**

The municipal court is authorized to collect a reimbursement fee not to exceed \$10.00 from each person authorized by the municipal court judge to attend a teen court program pursuant to Vernon's Ann. C.C.P. art. 45.052. The reimbursement fees collected by the municipal court hereunder shall be deposited into the city treasury for the use and benefit of the city. A person who is authorized by the municipal court judge to attend a teen court program and fails to complete the program is not entitled to a refund of the reimbursement fee.

**~~Sec. 22-4. -- Municipal court building security fee.~~**

~~The municipal court is authorized to collect a municipal court building security fee of \$3.00 per conviction. The fees collected pursuant to this section shall be paid into the city treasury for deposit in a fund to be known as the municipal court building security fund. Funds collected pursuant to this section shall be expended as authorized by Vernon's Ann. C.C.P. art. 102.017.~~

**~~Sec. 22-5. -- Municipal court technology fee.~~**

~~The municipal court is authorized to collect a municipal court technology fee of \$4.00 per conviction. The fees collected pursuant to this section shall be paid into the city treasury for deposit in a fund to be known as the municipal court technology fund. Funds collected pursuant to this section shall be expended as authorized by Vernon's Ann. C.C.P. art. 102.0172.~~

**Sec. 22-~~64~~. - Collection fee on municipal court fees and fines.**

- (a) A collection fee is hereby authorized and imposed, as provided by Vernon's Ann. C.C.P. art. 103.0031, in the amount of 30 percent of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the city when such debt or account receivable is more than 60 days past due and has been referred to an attorney or private vendor for collection.
- (b) Said collection fee is authorized and imposed in cases in which the accused has failed to appear:
- (1) As promised under V.T.C.A., Transportation Code § 543.001 et seq., or other law;
  - (2) In compliance with a lawful written notice to appear issued under Vernon's Ann. C.C.P. art. 14.06(b), or other law;
  - (3) In compliance with a lawful summons issued under Vernon's Ann. C.C.P. art. 15.03(b);
  - (4) In compliance with a lawful order of a court serving the city; or
  - (5) As specified in a citation, summons, or other notice authorized by V.T.C.A., Transportation Code § 682.002, that charges the accused with a parking or stopping offense.

**Sec. 22-~~75~~. - Credit card processing fee.**

- (a) The municipal court is authorized to collect a processing fee for the payment by credit card of a fee, fine, court cost, or other charge processed by the municipal court. The processing fee shall be the lesser of five dollars or five percent of the amount of the fee, fine, court cost, or other charge being paid.
- (b) The processing fee shall be assessed for each credit card payment transaction processed by the municipal court that is submitted for payment through a website maintained by, or on behalf of, the city.

**~~Sec. 22-8. - Traffic safety fund.~~**

~~(a) Establishment of traffic safety fund. Pursuant to V.T.C.A., Transportation Code ch. 707, there is hereby established the traffic safety fund.~~

~~(b) Source of funds. Funds are derived from civil or administrative penalties collected by the city for traffic signal violations under the city's photographic traffic signal enforcement system. Such funds are held, disbursed, and used in accordance with~~

~~V.T.C.A., Transportation Code, § 707.008. V.T.C.A., Transportation Code, §707.008(a)(2) requires that a certain amount of those funds be deposited in a special account in the city's treasury that may be used only to fund traffic safety programs, including pedestrian safety programs, public safety programs, intersection improvements, and traffic enforcement.~~

~~(c) Statutory requirements. The city shall do the following:~~

~~(1) From the funds derived from civil or administrative penalties collected by the city for traffic signal violations under the city's photographic traffic signal enforcement system, the city may deduct and retain amounts authorized by V.T.C.A., Transportation Code, § 707.008(b), to-wit: (a) amounts necessary to cover the costs of purchasing or leasing equipment that is part of or used in connection with the photographic traffic signal enforcement system in the city; (b) installing the photographic traffic signal enforcement system at sites in the city, including the costs of installing cameras, flashes, computer equipment, loop sensors, detectors, utility lines, data lines, poles and mounts, networking equipment, and associated labor costs; (c) operating the photographic traffic signal enforcement system in the city, including the costs of creating, distributing, and delivering violation notices, review of violations conducted by employees of the city, the processing of fine payments and collections, and the costs associated with administrative adjudications and appeals; and (d) maintaining the general upkeep and functioning of the photographic traffic signal enforcement system.~~

~~(2) Not later than the 60th day after the end of the city's fiscal year, the city shall send 50 percent of the revenue derived from civil or administrative penalties collected by the city for traffic signal violations under the city's photographic traffic signal enforcement system to the comptroller for deposit to the credit of the regional trauma account established under V.T.C.A., Health and Safety Code § 782.002.~~

~~(3) Thereafter, the city shall deposit the remainder of the revenue in the city's traffic safety fund, and those monies shall only be used to fund traffic safety programs, including pedestrian safety programs, public safety programs, intersection improvements, and traffic enforcement.~~

#### **~~Sec. 22-9. - Juvenile case manager, fee and fund.~~**

~~(a) Juvenile case manager.~~

~~(1) Pursuant to Vernon's Ann. C.C.P., art. 45.056, the city council hereby authorizes the employment of one or more full-time or part-time juvenile case managers to provide services in cases involving juvenile offenders before the municipal court consistent with the court's statutory powers and to assist the court in administering the court's juvenile docket and in supervising its court orders in juvenile cases.~~

~~(2) As required by Vernon's Ann. C.C.P., art. 45.056, the city council has adopted by resolution the juvenile case manager code of ethics, the educational pre-service and in-service training standards and has required~~

~~the juvenile case managers to receive training in the role of the juvenile case manager, case planning and management, applicable procedural and substantive law, courtroom proceedings and presentation, services to at-risk youth, local programs and services for juveniles and the detection and prevention of abuse, exploitations, and neglect of juveniles.~~

~~(b) *Juvenile case manager fee.* There is hereby created a juvenile case manager fee (the "fee") as authorized by Vernon's Ann. C.C.P., art. 102.0174. The fee shall be in the amount of \$5.00. A defendant who is convicted of a fine-only misdemeanor offense in municipal court shall pay the fee as a cost of court. A person is considered convicted of an offense if:~~

~~(1) A sentence is imposed on the defendant; or~~

~~(2) The person receives deferred disposition, including deferred proceedings under Vernon's Ann. C.C.P., arts. 45.052 or 45.053.~~

~~The municipal court judge may waive the fee in cases of demonstrated financial hardship on the part of a convicted defendant if the defendant is indigent.~~

~~(c) *Juvenile case manager fund.* There is hereby created a juvenile case manager fund (the "fund") as authorized by Vernon's Ann. C.C.P., art. 102.0174. All juvenile case manager fees collected by the municipal court shall be deposited into the fund. The fund may be used only to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager.~~

## **II.**

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

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

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

1           **READ**   and   **APPROVED**   on   first   reading   this   the   \_\_\_\_\_   day   of

2   \_\_\_\_\_, 2020.

3 **READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of  
4 \_\_\_\_\_, 2020.

5

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9

10    ATTEST:

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas