



City of Round Rock

City Council - Packet Briefing

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Michelle Ly, Place 1
Rene Flores, Place 2
Matt Baker, Place 3
Frank Ortega, Place 4
Hilda Montgomery, Place 6

Tuesday, December 15, 2020

7:30 AM

City Council Chambers, 221 East Main St.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held 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, and on Spectrum Channel 10 and U-Verse Channel 99.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. CITIZEN COMMUNICATION

[Pursuant to Texas Government Code, Section 551.007 which allows the public to speak for a total of three (3) minutes on any of the agenda items listed below - excluding any executive sessions.]

D. STAFF BRIEFING:

- D.1 Consider staff briefings and Council member discussion and/or questions regarding items on the agenda for the December 17th City Council meeting.

E. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 11th day of December 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Michelle Ly, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Frank Ortega, Place 4
Hilda Montgomery, Place 6

Thursday, December 17, 2020

5:00 PM

City Council Chambers, 221 East Main St.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held 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, and on Spectrum Channel 10 and U-Verse Channel 99.

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. PLEDGES OF ALLEGIANCE**
- D. CITIZEN COMMUNICATION**

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length 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.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 Consider a special presentation to Ashley Yost for her fundraising work on behalf of the Leukemia & Lymphoma Society.

F. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

- F.1 Consider approval of the minutes for the November 24, 2020 and December 3, 2020 City Council meetings.
- F.2 Consider an ordinance amending Chapter 22, Code of Ordinances (2018 Edition), regarding municipal court fines and fees. (Second Reading)
- F.3 Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 with Genuine Parts Company, dba NAPA Auto Parts, for the purchase of auto parts.
- F.4 Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with PerfectMIND, Inc. for Parks and Recreation Program Management Software.
- F.5 Consider a resolution authorizing the Mayor to execute an Agreement with OverDrive, Inc. for the purchase of digital content materials for the City's Public Library.

G. RESOLUTIONS:

- G.1 Consider a resolution authorizing the Mayor to execute the Second Amendment to Economic Development Agreement with Stonemill Hospitality, LLC.
- G.2 Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Rock Real Estate, LLC for the sale of 217 Commerce Cove.
- G.3 Consider a resolution authorizing the Mayor to execute an Agreement with The PlayWell Group, Inc. for the purchase of custom metal shade structures for the "Park in a Park" Project at Old Settlers Park.
- G.4 Consider a resolution authorizing the Mayor to execute an Agreement with Riata Ford for Ford Automotive Repair Services.
- G.5 Consider a resolution authorizing the City Manager to issue a Purchase Order to Freightliner of Austin for the purchase of a dump truck for the Transportation Department.
- G.6 Consider a resolution authorizing the Mayor to execute an Agreement with IDEXX Distribution, Inc. for the purchase of laboratory equipment and supplies.
- G.7 Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with Davidass Mahendru and Swaran Mahendru for acquisition of a 0.288-acre electric utility easement for BCRUA Phase 2 project.
- G.8 Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with the Lower Colorado River Authority for acquisition of tunnel, intake riser, and temporary construction easements for BCRUA Phase 2 project.

H. PUBLIC HEARINGS:

- H.1 Consider public testimony regarding the Community Development Block Grant (CDBG) 2019 Consolidated Annual Performance Evaluation Report (CAPER).

I. ORDINANCES:

- I.1 Consider public testimony regarding, and an ordinance rezoning a 2.92-acre tract located at the southwest corner of Chisholm Trail Road and W. Old Settlers Boulevard from the LI (Light Industrial) zoning district to the C-1a (General Commercial - Limited) zoning district. (First Reading)*
- I.2 Consider an ordinance changing the name of a portion of Oakmont Drive to N. Mays Street. (First Reading)*
- I.3 Consider public testimony regarding, and an ordinance amending Chapter 4, Section 4-82, Code of Ordinances (2018 Edition), regarding water and wastewater impact fees. (First Reading) (Requires Two Readings)
- I.4 Consider readopting Emergency Ordinance No. 0-2020-0311, declaring that a public health emergency exists, establishing requirements for commercial entities to post public notice, and requiring the wearing of face coverings in certain situations. (First Reading)(Second Reading Not Required)

J. APPOINTMENTS:

- J.1 Consider the appointment a primary member and alternate member to the CAMPO Technical Advisory Committee.
- J.2 Consider one appointment of a representative to the Round Rock Chamber board of directors.
- J.3 Consider the appointment of a Mayor Pro-Tem.

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

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 11th day of December 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a special presentation to Ashley Yost for her fundraising work on behalf of the Leukemia & Lymphoma Society.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Craig Morgan, Mayor

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-2122



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the November 24, 2020 and December 3, 2020 City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 112420 Draft Minutes, 120320 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-2195



City of Round Rock

Meeting Minutes - Draft

City Council

Tuesday, November 24, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19.

Some Council members were present in the City Council chambers while others attended via Zoom video conferencing. Members of the public were able to speak during Citizen Communication and public hearings by attending the meeting in person in the City Council chambers or by speaking via videoconferencing.

This meeting was also viewable live online at www.roundrocktexas.gov/tv, and on Spectrum Channel 10 and U-Verse Channel 99.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Tuesday November 24, 2020 in the City Council chambers located at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:02 PM.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

James Barnes, 3004 Durban Ct, asked the Council to more tightly enforce the city ordinance prohibiting fireworks within city limits.

Joseph McCullough, 8519 Priest River, spoke to Council in favor of enforcing mask usage in respect to COVID-19.

STAFF PRESENTATIONS:

- E.1** [TMP-2168](#) Consider a presentation and department update from Human Resources.

Valerie Francois, Human Resources Director, made the presentation to Council.

CONSENT AGENDA:

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

A motion was made by Council Member Young seconded by Council Member Montgomery to the approve Consent Agenda. The motion carried by the following vote:

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

Nays: 0

Absent: 0

- F.1** [TMP-2147](#) Consider approval of the minutes for the November 12, 2020 City Council meeting.

This item was approved under the Consent Agenda.

- F.2** [2020-0333](#) Consider an ordinance adopting Amendment No. 2 to the FY 2019-2020 Operating Budget.
(Second Reading)

This item was approved under the Consent Agenda.

- F.3** [2020-0341](#) Consider a resolution authorizing the Mayor to execute an Agreement with MTM Recognition for goods and services related to an Employee Award and Recognition Program

This item was approved under the Consent Agenda.

RESOLUTIONS:

G.1 [2020-0338](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of an aerial fire truck.

Robert Isbell, Fire Chief made the presentation to the City Council.

A motion was made by Council Member Peckham, seconded by Council Member Baker, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.2 [2020-0339](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kasberg, Patrick & Associates, LP for the N. Mays Street Widening Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Council Member Montgomery, seconded by Council Member Peckham, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.3 [2020-0340](#)

Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire a drainage easement in a 0.02-acre tract of land, and temporary workspace easement in a 0.10-acre tract of land, from property owned by WC Round Rock Land Partners, LP, required for the proposed Oakmont Drive extension project

Gary Hudder, Transportation Director made the staff presentation.

Mayor Pro-Tem Baese made a motion that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a drainage easement and a temporary workspace easement to the following parcels of land required for the proposed Oakmont Drive

Extension Project: a 0.02 acre of land and a 0.10 acre of land from property owned by WC Round Rock Land Partners, LP, as described in Exhibit A of the resolution Motion was seconded by Council Member Peckham, The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.4 [2020-0342](#)

Consider a resolution authorizing the renewal of the City's Vision Insurance Policy with Aet for the period of January 1, 2021 through December 31, 2022.

Valerie Francois, Human Resources Director, made the staff presentation.

A motion was made by Council Member Young, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.5 [2020-0343](#)

Consider a resolution authorizing the renewal of the City's Short Term Disability Policy with Madison National Life Insurance Company, Inc. for the period of January 1, 2021 through December 31, 2022.

Valerie Francois, Human Resources Director, made the staff presentation.

A motion was made by Council Member Peckham, seconded by Council Member Baker, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.6 [2020-0344](#)

Consider a resolution authorizing the Mayor to execute a new Adoption Agreement, Trust Agreement, Governing Plan Document and other related supporting documents for the City Governmental 457(b) Deferred Compensation Plan.

Valerie Francois, Human Resources Director, made the staff presentation.

A motion was made by Council Member Montgomery, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.7 [2020-0345](#)

Consider a resolution approving an amendment to the 2020-2021 Community Development Action Plan.

Joe Brehm, Community Development Administrator, made the staff presentation.

A motion was made by Council Member Peckham, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 6:36 PM.

Respectfully Submitted,

Meagan Spinks, Deputy City Clerk



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, December 3, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19.

Council Members were present in the City Council chambers. Members of the public were 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 did not want to attend the meeting in person were able to speak via videoconferencing.

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CALL MEETING TO ORDER

The City Council met in regular session on Thursday, December 3, 2020 in the City Council Chambers, located at 221 E. Main Street, Round Rock. Mayor Morgan called the session to order at 6:10 PM.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Council Member Michelle Ly
Council Member Rene Flores
Council Member Matthew Baker
Council Member Frank Ortega
Council Member Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

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

FAREWELL TO OUTGOING COUNCIL MEMBERS

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.](#)

The City Council took a short recess for pictures and administrative items.

CITIZEN COMMUNICATION

John Moman spoke regarding Christmas lights not being on the west side of Main Street down to San Saba.

Jay Howard with Texas Disposal Systems about the city's solid waste contract and TDS wanting the opportunity to compete for the business.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

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

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

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.](#)

Sara White, City Clerk, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

Heath Douglas, CIO made the staff presentation.

A motion was made by Council Member Baker, seconded by Council Member Montgomery, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

Valerie Francois, HR Director, made the staff presentation.

A motion was made by Council Member Flores, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Council Member Baker, seconded by Council Member Montgomery, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Council Member Baker, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H.6 [Consider a resolution approving an updated investment policy and strategy for the investment of City funds.](#)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H.7 [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended September 30, 2020.](#)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Baker, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

Susan Morgan, CFO, made the staff presentation.

A motion was made by Council Member Montgomery, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

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

A motion was made by Council Member Baker, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

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

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

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

A motion was made by Council Member Baker, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

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.](#)

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

A motion was made by Council Member Flores, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

ORDINANCES:

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

Susan Morgan, CFO, made the staff presentation.

A motion was made by Council Member Montgomery, seconded by Mayor Pro-Tem Baese, to approve the first reading the Ordinance. The motion passed by the following vote:

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:26 PM.

Regards,

Sara L White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance amending Chapter 22, Code of Ordinances (2018 Edition), regarding municipal court fines and fees. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance - Redline

Department: Finance Department

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.

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10 ATTEST:

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CRAIG MORGAN, Mayor
City of Round Rock, Texas



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute a Supplemental Agreement No. 1 with Genuine Parts Company, dba NAPA Auto Parts, for the purchase of auto parts.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: General Services Department

Text of Legislative File 2020-0366

This Supplemental Agreement No. 1 is to secure after market parts for the City Fleet. These parts are to cover a wide range of vehicles, equipment, and trucks. The City now desires to extend the term of its Agreement to September 6, 2021, and increase the Contract amount by an additional \$150,000.00 for the extended term of the Agreement.

Cost: \$150,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0366

WHEREAS, the City of Round Rock has previously entered into a “City of Round Rock Agreement for the Purchase of Auto Parts with Genuine Parts Company (dba “NAPA Auto Parts”)” (“Agreement”); and

WHEREAS, Genuine Parts Company has submitted Supplemental Agreement No. 1 to extend the term of its Agreement to September 6, 2021, and increase the Contract Amount by an additional \$150,000.00 for the extended term of the Agreement; and

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for the Purchase of Auto Parts with Genuine Parts Company (dba “NAPA Auto Parts”),” 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00461226

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT FOR
THE PURCHASE OF AUTO PARTS WITH
GENUINE PARTS COMPANY
(DBA "NAPA AUTO PARTS")**

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY OF WILLIAMSON

§
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KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for the Purchase of Auto Parts with Genuine Parts Company (dba "Napa Auto Parts")," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality, located at 221 East Main Street, Round Rock, Texas 78664, hereinafter called the "City" and Genuine Parts Company, hereinafter called "Vendor," with offices located at 2999 Wildwood Parkway, Atlanta, Georgia 30339.

WHEREAS, the City and Vendor previously executed the referenced "Agreement for the Purchase of Auto Parts," hereinafter called the "Agreement," on February 14, 2019 by Resolution No. R-2019-0091; and

WHEREAS, the Vendor's Sourcewell Cooperative Contract No. 062916 was to expire on September 6, 2020, but has been extended by National Joint Powers Alliance ("NJPA") for an additional twelve (12) months; and

WHEREAS, the City now desires to extend the term of its Agreement to September 6, 2021, and increase the Contract Amount by an additional \$150,000.00 for the extended term of the Agreement; and

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

I.

Section 2.01, Effective Date; Term, shall be amended as follows:

2.01 EFFECTIVE DATE; TERM

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

B. The term of this Agreement shall be from the effective date of the Agreement until *September 6, 2021*. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

II.

Section 5.01, Costs, shall be amended as follows:

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor an amount not to exceed ***One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)*** per year for a total not-to-exceed amount of ***Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)*** for the term of this Agreement.

III.

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

[Signatures on the following page.]

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

CITY OF ROUND ROCK, TEXAS

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

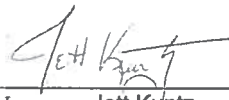
ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

GENUINE PARTS COMPANY

By:  _____
Printed Name: Jett Kuntz
Title: Vice President Fleet/Government/IBS
Date Signed: 8/31/2020



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with PerfectMIND, Inc. for Parks and Recreation Program Management Software.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$51,086.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2020-0364

The City's initial five (5) year agreement with PerfectMIND started in 2015 and allowed for two (2) consecutive (12) month renewal terms. This item will allow the City to execute a Renewal Agreement with PerfectMIND for the first of the two allowable extensions.

PerfectMIND is the software platform used by the Parks and Recreation Department (PARC) for all program registrations, special event registrations, rental facility reservations and recreation facility memberships. Combined with PARC's registration website (roundrockrecreation.com), the PerfectMIND software is a key component in the interface between PARC and our customers with approximately \$2,250,000 in revenue and tens of thousands of transactions flowing through the software annually.

Cost: \$51,086.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0364

WHEREAS, the City of Round Rock (“City”) has previously entered into “City of Round Rock ‘Software as a Service’ & Professional Consulting Services Agreement with Perfect Mind Inc.” (“Agreement”) on November 12, 2015; and

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

WHEREAS, the City Council desires to renew said Agreement with Perfect Mind 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 Term Renewal Agreement No. 1 to “City of Round Rock ‘Software as a Service’ & Professional Consulting Services Agreement with Perfect Mind 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**TERM RENEWAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK 'SOFTWARE AS A SERVICE' &
PROFESSIONAL CONSULTING SERVICES AGREEMENT
WITH
PERFECT MIND INC."**

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

This Term Renewal Agreement No. 1 to "City of Round Rock 'Software as a Service' & Professional Consulting Services Agreement with PerfectMIND Inc.," 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 PerfectMind Inc, whose offices are located at 2nd Floor, 4333 Still Creek Drive, Burnaby British Columbia, Canada V5C 6S6, hereinafter called "PerfectMIND."

WHEREAS, City and PerfectMIND previously executed the referenced "City of Round Rock 'Software as a Service' & Professional Consulting Services Agreement," for parks and recreation program management software, hereinafter called the "Agreement," on November 12, 2015 by Resolution No. R-2015-2867; and

WHEREAS, pursuant to Section 7.1 of the Agreement, the initial term of the Agreement was for five (5) years with two (2) allowable successive twelve (12) month renewal periods from the effective date of the Agreement; and

WHEREAS, this renewal shall be effective as of November 12, 2020; and

WHEREAS, the parties desire to extend the term of the Agreement for the first 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 PerfectMIND agree as follows:

I.

Pursuant to Section 7.1 of the Agreement, the term of the Agreement is renewed for the first allowable twelve (12) month renewal period. The twelve (12) month renewal term shall commence November 12, 2020, upon expiration of the initial term of the Agreement.

II.

The parties agree that the City will pay Platform Use Fees during this first twelve (12) month renewal term in the amount of **Fifty-One Thousand Eighty-Six and No/100 Dollars (\$51,086.00)**. Payment shall be due in advance of the twelve (12) month renewal period as set forth in Section 4.2 of the Agreement.

III.

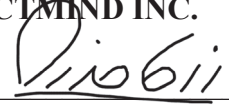
This Renewal Agreement embodies the first of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement and modify fee as set forth herein with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and PerfectMIND 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: _____

PERFECTMIND INC.

By: 
Printed Name: Nima Jazbi
Title: VP of Operations
Date Signed: Nov 13, 2020

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

PerfectMind INC
Burnaby British Columbia Canada

Certificate Number:
2020-683195

Date Filed:
10/27/2020

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
Software as a Service & Professional Consulting Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is ALI SANEI, and my date of birth is [REDACTED]
My address is 4333 STILL CREEK Dr. Burnaby BC V5C 6S6 CANADA
(street) (city) (state) (zip code) (country)

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

Executed in Burnaby County, State of BC, on the 28 day of 10, 2020
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with OverDrive, Inc. for the purchase of digital content materials for the City's Public Library.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Michelle Cervantes, Library Director

Cost: \$600,000.00

Indexes: General Fund

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

Department: Library Department

Text of Legislative File 2020-0363

This agreement is in accordance with the Texas Local Government Code Chapter 252.022 for the City of Round Rock Library Department to purchase digital content materials, including books, papers and other library materials for a public library from OverDrive Inc., the sole source provider for these goods and services.

Cost: *Sixty (60) months at \$132,000.00 per year, not to exceed a total of \$660,000.00*

Source of Funds: *General Fund*

RESOLUTION NO. R-2020-0363

WHEREAS, the City of Round Rock (“City”) desires to purchase digital content materials for the City’s Public Library, 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, OverDrive, Inc. is the sole source distributor for the OverDrive Digital reserve system as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with OverDrive, Inc. to purchase digital content materials for the City’s Public Library, 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 Digital Library Services with OverDrive, Inc., a copy of same being attached hereto as Exhibit “B” 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****City of Round Rock Purchasing
Justification Form**

Date:	9-8-2020	Department Name:	Library
To:	Purchasing	Requestor Name:	Rhonda Kuiper
		Phone Number:	512-216-3283

Instructions: Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

☒ **Sole Source** (check one)

- ☐ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books.
- ☐ Gas, water and other utilities.
- ☐ Captive replacement parts or components for equipment
- ☒ Books, papers and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials

☐ **Goods Purchased for Subsequent Retail Sale**

- ☐ A procurement of goods being purchased for subsequent resale by the City.

☐ **Public Calamity**

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

☐ **Public Health and Safety**

- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ **Unforeseen Damage**

- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ **Personal, Professional or Planning Services**

- o A procurement of personal, professional, or planning services

2. **Justification:** Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

In accordance with Government Code 2155.139(a) and Chapter 252, Library materials including books are exempt by statute from competitive bidding

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

Vendor Name:	Overdrive
Description:	Ebook and eaudiobook platform and content

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

☐ This is a one-time purchase request for \$ _____

☒ This is a term contract request for 60 (# months) in the amount of \$ 660,000.00

Recommended
By

Randa S. Kuper 9/18/20
Requestor Date

Approved
By

Mitchell Cewerty 10-1-2020
Department Manager, Asst Director or Director Date

Purchasing Office
Review

As of 10/1/20
Purchaser Date

Purchasing Office
Management Review

Quinn Reilly 10/9/20
Purchasing Manager (over \$50,000) Date

EXHIBIT

"B"

**CITY OF ROUND ROCK AGREEMENT
FOR DIGITAL LIBRARY SERVICES
WITH
OVERDRIVE, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

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KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of digital content materials for the City's Public Library (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 OVERDRIVE, INC., whose offices are located at One OverDrive Way, Cleveland, Ohio 44125 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase digital content materials for the City's Public Library; and

WHEREAS, expenditures that are for procurement of items from only one source, including books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials, 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 follows:

1.01 DEFINITIONS

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

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

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

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

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

2.01 EFFECTIVE DATE AND TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Exhibit "A," together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all services described under the attached Exhibit "A." Vendor's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform

its services in accordance with this Agreement, in accordance with the appended exhibit, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and related services set forth in Exhibit "A," City agrees to pay Vendor an annual not-to-exceed amount of **One Hundred Thirty-Two Thousand and No/100 Dollars (\$132,000.00)** for a total not-to-exceed amount of **Six Hundred Sixty Thousand and No/100 Dollars (\$660,000.00)** for the term of the Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the

payment to be late; or

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

12.01 CITY'S REPRESENTATIVE

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

Michelle Cervantes
Library Director
216 East Main Street
Round Rock, Texas 78664
(512) 218-7010

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor

shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 CONFIDENTIALITY

Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, trade secrets, methods, processes, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior consent of the other party unless such disclosure is required by law. The parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Vendor:

OverDrive, Inc.
One OverDrive Way
Cleveland, OH 44125

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

OverDrive, Inc.


By:  _____
Printed Name: Erica Lazzaro
Title: EVP + General Counsel
Date Signed: 11/23/20

Exhibit "A"



OverDrive® Digital Library Reserve Order Form

Library Information	
Name of Library: Round Rock Public Library System	
Address: 216 E. Main Ave.	
City, State/Province, Postal Code: Round Rock, TX 78664	Country: USA
Primary Contact	
Name:	Title:
Telephone:	Email:
Accounting Contact <i>(all invoices will be emailed to the contact listed below):</i>	
Name:	Title:
Telephone:	Email:
Bill To Address:	
City, State/Province, Postal Code:	Country:

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Annual Fee

Library will be invoiced an **Annual Fee of \$ 12,000** within thirty (30) days from the Effective Date of this Order Form. The Annual Fee includes an allocation of \$ 8,000 to use toward the selection of Digital Content.

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

OverDrive Terms and Conditions:

The Term of this Agreement shall be for **five (5) years** commencing on October 1, 2020 and shall automatically renew for successive Terms of two (2) years unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Access Agreement, available at <http://www.overdrive.com/dlr-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time. Upon the start of the Term of this Agreement, this OverDrive Digital Library Reserve Order Form shall supersede and replace the OverDrive Digital Library Reserve Agreement entered into by and between the Parties on October 1, 2018.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement and my signature below indicates my Library's agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) _____ Title _____

Name (Print) _____ Date _____

Exhibit "A"

OverDrive Digital Library features included with Annual Fee:

Collection
Thousands of classic eBooks from Project Gutenberg – free
Web-based staff training to use collection development tools in OverDrive's Marketplace catalog of 700,000+ popular & educational eBooks, audiobooks, & video
Magazines and comics
Services
Library-branded website plus system-wide updates
Authentication options
Web-based staff training – lead by expert trainer (live)
Web-based staff training – access to online Learning Center (recordings)
Reporting module
Customizable marketing resources to promote service to staff and community both inside & outside the library
Secondary-level user support
Technology
OverDrive apps for eBooks, audiobooks, video
Support for Kindle® (US only), and iPad®, plus all major devices
Configuration and license fee
Third-party licenses for digital rights management
Maintenance, hosting & support services
Bandwidth for all downloads

Please complete this order form and return by fax to +1 216-573-6889 or email to sales@overdrive.com.

Thank you for your order

Exhibit "A" PUBLIC LIBRARY CONNECT

ATTRACT NEW USERS AND BOOST CIRCULATION

Public Library CONNECT extends your library's digital collection to the K-12 students in your community and helps them **read more**.

- Students install the free Sora reading app
- Kids connect to your library with their student ID. Titles are filtered for maturity level.
- Free for libraries. No integrations required.

Public Library CONNECT is for every school in your service area.

- **Attract new users and boost circulation** of juvenile and young adult content
- **Engage the next generation** of public library users
- Remove barriers and **serve students where they are**

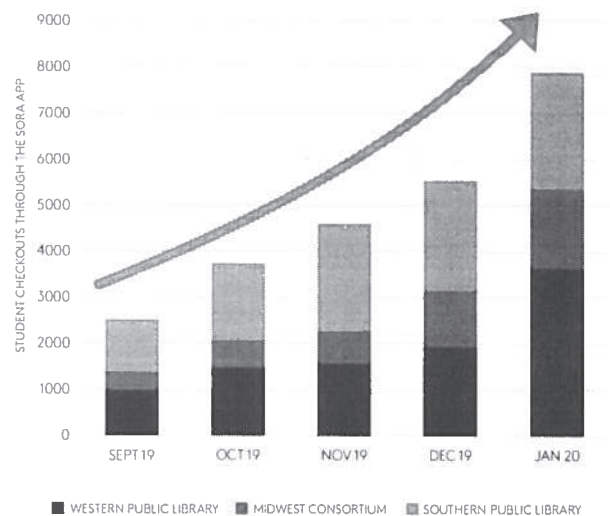


Sora

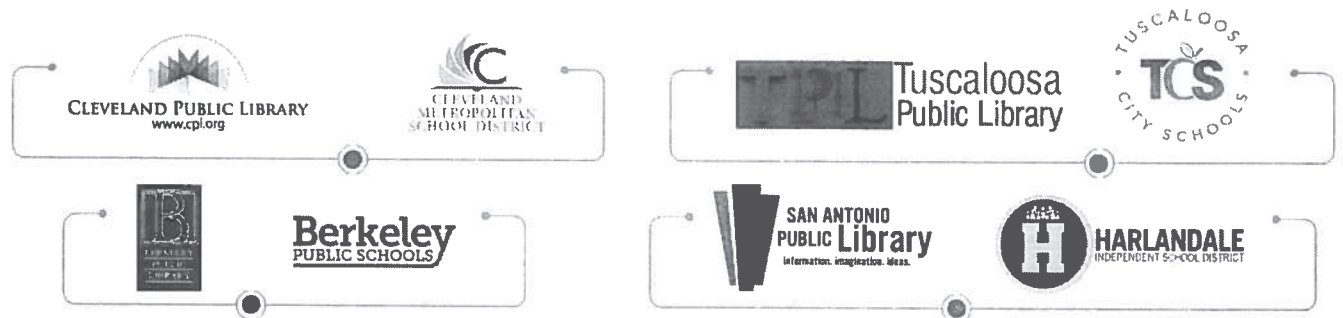
The student reading app
that links to your library

PUBLIC LIBRARY CIRCULATION IN THE CLASSROOM

A recent sample of three libraries



LIBRARIES AND SCHOOLS ACROSS THE COUNTRY ARE CONNECTING MORE STUDENTS WITH MORE BOOKS



Complete the consent form on the reverse side or contact connect@overdrive.com today!

OverDrive

A world enlightened by reading

company.overdrive.com
libraryteam@overdrive.com
(216) 573-6886



Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"):

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com)

PRIMARY CONTACT

Name:

Title:

Telephone:

Email:

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature)

Title:

Name: (Print)

Date:

Please complete this consent form and email to connect@overdrive.com or return by fax to +1 216-573-6889.

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.

OverDrive, Inc.
Cleveland, OH United States

Certificate Number:
2020-692454

Date Filed:
11/23/2020

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
Digital library platform and digital content (ebooks & audiobooks)

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

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Erica Lazzaro, and my date of birth is [REDACTED]

My address is One OverDrive Way, Cleveland, OH, 44125, USA
(street) (city) (state) (zip code) (country)

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

Executed in Cuyahoga County, State of Ohio, on the 23rd day of Nov, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute the Second Amendment to Economic Development Agreement with Stonemill Hospitality, LLC.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Jordan Robinson, Round Rock Chamber

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Administration

Text of Legislative File 2020-0369

This item is a request to for a second amendment the 380 Agreement between the City of Round Rock and Stonemill Hospitality, LLC, (Embassy Suites Hotel). The request is for a six-month extension of the current agreement that was executed on August 8, 2019.

The amended agreement will provide SHLLC an extension of six months, with a new targeted completion date of January 1, 2022, to meet the terms of section 4.2 as outlined in the original agreement. No other terms of the agreement will change.

Cost: N/A

Source of Funds: N/A

RESOLUTION NO. R-2020-0369

WHEREAS, the City of Round Rock (“City”) has previously entered into an Economic Development Agreement (“Agreement”) with Stonemill Hospitality, LLC (“SHLLC”) effective January 26, 2017; and

WHEREAS, the City and SHLLC wish to amend the Agreement to extend the deadline for completion of improvements, 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, Second Amendment to Economic Development Agreement with Stonemill Hospitality, LLC, a copy being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT "Second Amendment") by and between the City of Round Rock ("City") and Stonemill Hospitality, LLC, ("SHLLC") is made and entered into this ____ day of _____ 20__, by and between the City, and SHLLC.

RECITALS

WHEREAS, the City and SHLLC entered into that one certain Economic Development Agreement (the "Agreement") effective January 26, 2017, setting forth various agreements and understandings with respect to the City's agreement to provide SHLLC certain incentives in consideration for SHLLC's agreement to construct an Embassy Suites Hotel and convention center in the City; and

WHEREAS, the City and SHLLC entered into that one certain First Amendment to Economic Development Agreement (the "First Amendment") effective the 8th day of August, 2019, extending the date for completion of the improvements to July 1, 2021; and

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

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

I.

Section 4.2 of the Agreement is hereby amended to read as follows:

4.2 Improvements and Additions to Real and Personal Property. SHLLC agrees to spend a cumulative total of at least \$20,000,000.00 in improvements to real property and additions to personal property within the City and to complete such improvements no later than January 1, 2022, and maintain real property, improvements, and business personal property within the City with a historic cost of \$20,000,000.00 during the Term of this Agreement.

II.

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.

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

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

STONEMILL HOSPITALITY, LLC

By: Raj Patel
Printed Name: Raj Patel
Title: Member



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Rock Real Estate, LLC for the sale of 217 Commerce Cove.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2020-0370

RESOLUTION NO. R-2020-0370

WHEREAS, the City of Round Rock (“City”) is the owner of real property located at 217 Commerce Cove (“Property”), in Round Rock, Williamson County, Texas; and

WHEREAS, the City desires to sell said Property; and

WHEREAS, pursuant to §253.014 of the Local Government Code, the City entered into a contract with Don Quick & Associates, Inc. to list the Property for sale; and

WHEREAS, the Property has been listed for sale for more than 30 days; and

WHEREAS, Rock Real Estate, LLC submitted the highest cash offer in the form of a Commercial Contract – Unimproved Property to purchase the Property; and

WHEREAS, the Council desires to accept such offer, 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 Commercial Contract – Unimproved Property with Rock Real Estate, LLC, 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00461234



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Round Rock

Address: 221 E Main Street, Round Rock, TX 78664

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: Rock Real Estate LLC

Address: _____

Phone: (512)771-5085 E-mail: drrock@rockchiro.com

Fax: _____ Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Williamson County, Texas at Commerce Cove, Round Rock, TX 78664 (address) and that is legally described on the attached Exhibit A or as follows:

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 120,000.00

(2) Sum of all financing described in Paragraph 4 \$ 480,000.00

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 600,000.00

Commercial Contract - Unimproved Property concerning Commerce Cove, Round Rock, TX 78664**B. Adjustment to Sales Price: (Check (1) or (2) only.)**

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☒ A. **Third Party Financing:** One or more third party loans in the total amount of \$ 480,000.00. This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☒ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$5,000.00 as earnest money with **Independence Title** (title company) at 203 W Main St, Suite A, Pflugerville, TX 78660 (address) Connie Wooster (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to B _____.

Commercial Contract - Unimproved Property concerning Commerce Cove, Round Rock, TX 78664**6. TITLE POLICY AND SURVEY:****A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 15 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party None (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, _____^{DS} ng when the revision or new

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document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: Buyer accepts property As-is, Where-is.

- B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 30 days by depositing additional earnest money in the amount of \$500.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 15 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☒ (g) In regard to 7.D.(1) checked items, Seller will deliver checked items that Seller has in Seller's possession.

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease ^{DS}without Buyer's written consent. Seller

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Don Quick & Associates, Inc.

Cooperating Broker: _____

Agent: Brent Campbell / Ryan Beardmore

Agent: _____

Address: 1000 N Interstate 35

Address: _____

Round Rock, TX 78681

Phone & Fax: (512)814-1814 (512)814-1825

Phone & Fax: _____

E-mail: brent@donquick.com ; ryan@donquick.com

E-mail: _____

License No.: 347889

License No.: _____

Principal Broker: (Check only one box)

- ☐ represents Seller only.
☐ represents Buyer only.
☒ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 6.000 % of the sales price.

☐ _____

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

☐ _____

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds ^{DS} 19.

(TXR-1802) 4-1-18

Initialed for Identification by Seller _____, _____ and Buyer PDM

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ 30 days after the expiration of the feasibility period.
☐ _____ (specific date).
☐ _____
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual ^{DS} : any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the ^{DS} PDM s.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.


19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of ^{DS}  jurisdiction.

Commercial Contract - Unimproved Property concerning Commerce Cove, Round Rock, TX 78664**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☒ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☒ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☒ (10) **TXR-1409 ; Exhibit A**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 4, 2020, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning Commerce Cove, Round Rock, TX 78664

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Round Rock

Buyer: Rock Real Estate LLC

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: Paul David McCartney DocuSigned by: _____
By (signature): Paul David McCartney _____
Printed Name: Paul David McCartney 1D822C78FA494F3... _____
Title: _____ 12/1/2020

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning Commerce Cove, Round Rock, TX 78664**AGREEMENT BETWEEN BROKERS***(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or

☐ _____ % of the sales price, or

☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYSSeller's attorney: Stephan L. Sheets

Buyer's attorney: _____

Address: 309 E Main Street

Address: _____

Round Rock TX 78664Phone & Fax: (512)255-8877

Phone & Fax: _____

E-mail: steve@scrllaw.com

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
- ☒ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
- ☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____



EXHIBIT A

2020060923

PLAT Total Pages: 2



PLAT MAP RECORDING SHEET

DEDICATOR(s):

CITY OF ROUND ROCK

SUBDIVISION NAME: AMENDED LOT 7 BLOCK 7 ROUND ROCK NORTH
INDUSTRIAL BUSINESS PARK SECTION 5 & LOT 1 BLOCK A COMMERCE COVE
PROPERTY IS DESCRIBED AS: 2.892 ACRES DAVID CURRY SURVEY
ABSTRACT NO 130

SUBMITTED BY: CITY OF ROUND ROCK

DIGITALLY RECORDED

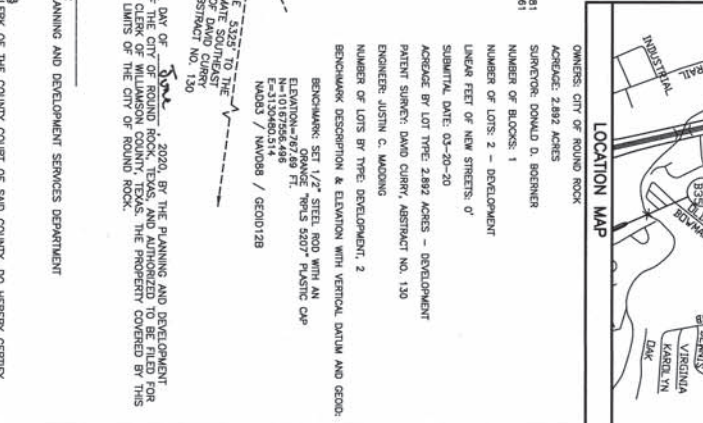
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020060923

PLAT Fee: \$91.00
06/10/2020 11:22 AM BMCKENZIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

DATE _____, A.D., 2020, AT
DOCUMENT NO. 20200607923





COMMERCIAL CONTRACT FINANCING ADDENDUM

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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

Commerce Cove, Round Rock, TX 78664

The portion of the Sales Price not payable in cash will be paid as follows: *(Check all that apply.)*

☒ A. THIRD PARTY FINANCING:

- (1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of \$ 480,000.00 for not less than 20 years with the initial interest rate not to exceed 5.000 % per annum and payments calculated on an amortization period of no less than 20 years.
- (2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within 45 days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.**
- (3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

☐ B. ASSUMPTION:

- (1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to _____ dated _____ which balance at closing will be \$ _____.
- (2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in _____ (recording reference) in the real property records of the county where the Property is located.
- (3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than \$ _____ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.
- (4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
 - (a) Buyer to pay an assumption fee in excess of \$ _____ and Seller declines to pay such excess;
 - (b) an increase in the interest rate to more than _____ %; or
 - (c) any other modification of the loan documents.
- (5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

Commercial Contract Financing Addendum concerning Commerce Cove, Round Rock, TX 78664

- (6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _____ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.**

☐ C. SELLER FINANCING:

- (1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of \$ _____, bearing _____ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.
- (2) The note will be payable as follows:
- ☐ (a) In one payment, due _____ after the date of the note, with interest payable: ☐ (i) monthly ☐ (ii) _____.
- ☐ (b) In installments of \$ _____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.
- ☐ (c) Interest only in ☐ monthly ☐ _____ installments for the first _____ years and thereafter in installments of \$ _____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.
- (3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.
- (4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.
- (5) The note ☐ will ☐ will not provide for liability (personal or corporate) against the maker in the event of default.
- (6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.
- (7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.
- (8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:
- (a) the creation of a subordinate lien;
 - (b) a sale under a subordinate lien;
 - (c) a deed under threat or order of condemnation;
 - (d) a conveyance solely between the parties; or
 - (e) the passage of title by reason of death of a maker or operation of _____

Commercial Contract Financing Addendum concerning Commerce Cove, Round Rock, TX 78664

(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer ☐ will ☐ will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

- ☐ (a) verification of employment, including salary;
- ☐ (b) verification of funds on deposit in financial institutions;
- ☐ (c) current financial statement;
- ☐ (d) credit report;
- ☐ (e) tax returns for the following years _____ ;
- ☐ (f) _____

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

☐ E. SPECIAL PROVISIONS:

Commercial Contract Financing Addendum concerning Commerce Cove, Round Rock, TX 78664

Seller: City of Round Rock

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: Rock Real Estate LLC

By: Paul David McCartney

DocuSigned by:

By (signature): _____

Printed Name: Paul D

Title: _____

Paul David McCartney

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12/1/2020

By: _____

By (signature): _____

Printed Name: _____

Title: _____

UTILITY DISTRICT NOTICE
for
UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT
formerly known as
BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT #1A
OF WILLIAMSON AND MILAM COUNTIES

Seller: City of Round Rock

Purchaser: Rock Real Estate LLC

The real property, described below, that you are about to purchase is located in the **Upper Brushy Creek Water Control and Improvement District (District)** formerly known as **Brushy Creek Water Control and Improvement District of Williamson and Milam Counties**. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$0.02 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$-0-, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$-0-.

The purpose of this District is to provide drainage and flood control facilities and services within the District from property taxes and/or through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

Purchaser is advised that the real property may or may not be within an inundation easement, or upstream or downstream, of a District-owned flood control structure. For further information you are strongly encouraged to contact the District through its website at www.upperbrushycreekwcid.org.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

11/10/2020

(Date)

DocuSigned by:

Paul David McArtney

1D822C78FA494F3...

Signature of Purchaser

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____,
by _____.

Notary Public, State of Texas

APPROVED AS TO LEGALITY:

Charles Crossfield
Sheets & Crossfield, P.C.
Attorneys at Law
309 East Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Purchaser Address

City, State Zip



INTERMEDIARY RELATIONSHIP NOTICE

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To: City of Round Rock (Seller or Landlord)
and Rock Real Estate LLC (Prospect)
From: Don Quick & Associates, Inc. (Broker's Firm)
Commerce Cove
Re: Round Rock, TX 78664 (Property)
Date: November 24, 2020

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☒ will ☐ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
Brent Campbell to the owner; and
Ryan Beardmore to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Seller or Landlord _____ Date _____
City of Round Rock

Seller or Landlord _____ Date _____

DocuSigned by:
Paul David McLarty 12/1/2020
1D822C78FA494F3...
Prospect _____ Date _____
Rock Real Estate LLC

Prospect _____ Date _____

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Don Quick & Associates, Inc.	347889	darren@donquick.com	(512)255-3000
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Darren Quick	443913	darren@donquick.com	(512)814-1820
Designated Broker of Firm	License No.	Email	Phone
Darren Quick	443913	darren@donquick.com	(512)814-1820
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Ryan Beardmore	670855	ryan@donquick.com	(512)814-1824
Sales Agent/Associate's Name	License No.	Email	Phone
<i>PDM</i>	<i>DR</i>	11/10/2020	<i>PDM</i>
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Don Quick, 1000 North IH-35 Suite A Round Rock TX 78681
Brent Campbell

Information available at www.trec.texas.gov
IABS 1-0 Date

Phone: 512.255.3000

Fax:

1503 Brandi Lane -

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to enter into an Agreement with The PlayWell Group, Inc. for the purchase of custom metal shade structures for the "Park in a Park" Project at Old Settlers Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$122,944.58

Indexes: Parks Improvement & Acquisition Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2020-0365

This resolution will authorize the Mayor to enter into an Agreement with The PlayWell Group for the purchase of two (2) custom pergolas for the Old Settlers - Park in a Park Project. This high-profile project will include a new plaza, public art piece, custom bench swings, terrace seating, large shade trees, landscape beds, and various site furnishings.

The vision of Park in a Park is to create a beautiful space for reflection and passive recreation, distinct from the mostly active recreation currently offered by Old Settlers Park. It will also serve as a backdrop for high-profile events such as the University Interscholastic League (UIL) State Cross Country Meet. Finally, the Park in a Park project will serve as an example and catalyst for future projects intended to elevate and diversify the recreation provided by the parks system.

The Park in a Park project will make use of Lower Colorado River Authority (LCRA) funding which was received when the City sold an easement within Mayfield Park for the new high-voltage electrical lines. Because these funds are associated with the sale of parkland, they must be used on park improvements.

Cost: \$122,944.58

Source of Funds: Parks Improvement & Acquisition Fund

RESOLUTION NO. R-2020-0365

WHEREAS, the City of Round Rock (“City”) desires to purchase custom metal shade structures for the Park in a Park Project at Old Settlers Park, and related goods and services; and

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

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

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

WHEREAS, The PlayWell Group, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from The PlayWell Group, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Custom Metal Shade Structures at Old Settlers Park with The PlayWell Group, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 17th 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
PURCHASE OF
CUSTOM METAL SHADE STRUCTURES
AT OLD SETTLERS PARK
WITH
THE PLAYWELL GROUP, INC.**

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

THAT THIS AGREEMENT for the purchase of custom metal shade structures for the Park in a Park Project at Old Settlers Park, 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 The PlayWell Group, Inc., whose offices are located at 203A State Highway 46 East, Boerne, TX 78006 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically custom metal shade structures for the Park in a Park Project at Old Settlers Park and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board Contract No. 592-19 as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell same. The Agreement includes Vendor's Proposal dated October 6, 2020 (attached as Exhibit "A").

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

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

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

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

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

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

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

B. This Agreement shall terminate upon the completion of purchase of the shade structures as described in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions of this Agreement.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein.

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

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

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **One Hundred Twenty-Two Thousand Nine Hundred Forty-Four and 58/100 Dollars (\$122,944.58)** for the goods and services set forth in Exhibit "A."

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives

a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY’S REPRESENTATIVE

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

Katie Baker
Park Development Manager
City of Round Rock
301 W. Bagdad Avenue, Suite 250
Round Rock, Texas 78664

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

The PlayWell Group, Inc.
203A State Highway 46 East
Boerne, TX 78006

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

The PlayWell Group, Inc.


By:  _____
Printed Name: Maria Powell
Title: Business Manager
Date Signed: _____

Exhibit “A”
Vendor’s Proposal



Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
16054

10/6/2020

BILL TO:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664

Phone: (512) 341-3355

SHIP TO:

City of Round Rock-Old Settlers Park
Rachel Morris
950 Harrell Parkway
Round Rock, TX 78665

Phone: (512) 341-3355

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION	
	NET 30	CES	WILLIAMSON		11/6/2020	
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL	
BUY #592-19	OPTION 3 BUYBOARD CONTRACT #592-19 EXPIRES 09/30/2021 ICON	1	0.00	0.00	0.00	
FAT10X28-9.5KZ	FILTERED LIGHT ARBOR-STEEL DESIGN-CUSTOM LASER CUT PANELS OVER STRAIGHT IPE WOODEN SLATS-CURVED BEAMS-SQUARE COLUMNS WITH ROD AND CLEVIS ORNAMENTATION-BENCH SWING MOUNTING BEAM-BENCH SWING NOT BY ICON-9'6" EAVE HEIGHT-ANCHOR BOLTS AND TEMPLATES-COLUMN BASE COVERS-ENGINEERING-POWDERCOAT	2	61070.00	58,016.50	116,033.00	
SHIP-ICON	SHIPPING AND HANDLING ICON SHELTER SYSTEMS, INC. - Deliveries require special or additional care or attention. If Playworks is not contracted for installation, product must be off loaded by customer, fork lift required. Please refer to the WARNING LABEL upon delivery.	1	6911.58	6,911.58	6,911.58	
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____			SUBTOTAL			\$122,944.58
			SALES TAX (0.0%)			\$0.00
			TOTAL			\$122,944.58

Exhibit "A"

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE PROCESSING CENTER

203A S H 46 E
B , TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): I C
N 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL STATE GOVERNMENT AND CO OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. P

S Q 16054

P O

S

D

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.

The PlayWell Group, Inc.
Boerne, TX United States

Certificate Number:
2020-698232

Date Filed:
12/11/2020

Date Acknowledged:

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

City of Round Rock

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

Old Settlers Park
Custom Steel Shelter

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

5 Check only if there is NO Interested Party.



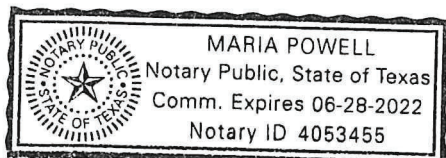
6 UNSWORN DECLARATION

My name is Megan Dudley, and my date of birth is [REDACTED].

My address is 203A State Highway 46 E, Boerne, Tx, 78006, US.
(street) (city) (state) (zip code) (country)

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

Executed in Kendall County, State of Texas, on the 11th day of Dec., 20 20.
(month) (year)



Maria Powell
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Riata Ford for Ford Automotive Repair Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$331,500.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Bid Tab, Form 1295

Department: General Services Department

Text of Legislative File 2020-0367

An invitation for Bid was processed for a Ford automotive repair services contract for the City of Round Rock General Services Department. A total of two vendor responses were received. It has been determined that Riata Ford offers the best value to the City, therefore the General Services Department recommends the contract be awarded to Riata Ford.

Cost: \$331,500.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0367

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase Ford automotive repair services, and for related goods and services; and

WHEREAS, Riata Ford has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Riata Ford, 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 Ford Automotive Repair Services with Riata Ford, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 17th 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 FORD AUTOMOTIVE REPAIR SERVICES WITH RIATA FORD

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THAT THIS AGREEMENT for Ford automotive repair services, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 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 RIATA FORD, whose offices are located at 10507 US-290, Manor, Texas 78653 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase Ford automotive repair services for City-owned vehicles, and to purchase goods and services related to said automotive repair services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 20-008REBID dated July 2020 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

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

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Exhibit “A” are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 20-008REBID dated July 2020). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit “A” attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

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

5.01 COSTS

The costs for automotive services shall not exceed **Sixty-Six Thousand Three Hundred and No/100 Dollars (\$66,300.00)** per year for a total not-to-exceed amount of **Three Hundred Thirty-One Thousand Five Hundred and No/100 Dollars (\$331,500.00)** and shall be calculated as set forth in “Attachment A: Bid Sheet” of Exhibit “A.”

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

F, Section 271.101 and Section 271.102.

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

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

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

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

Services Provider shall meet all insurance requirements as stated in the attached Exhibit "A" and as set forth at:

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

14.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Blvd.
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Services Provider:

Riata Ford
10507 US-290
Manor, TX 78653

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Riata Ford


By: 
Printed Name: KEVIN HOPPER
Title: FIXED OPERATIONS DIRECTOR
Date Signed: 10/28/2020

Exhibit "A"



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

INVITATION FOR BID (IFB)

FORD AUTOMOTIVE REPAIR SERVICES

SOLICITATION NUMBER 20-008REBID

July 2020

Exhibit "A"

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
July 2020

AUTOMOTIVE REPAIR SERVICES PART I GENERAL REQUIREMENTS

- PURPOSE:** The City of Round Rock, herein after "the City," seeks a bid from firms experienced in providing Ford-authorized automotive repair services for the City's fleet of Ford vehicles. The City's fleet currently consists of approximately 459 Ford vehicles including trucks, SUVs, and Crown Victorias. The City's Vehicle Maintenance Department regularly maintains all City vehicles but is seeking to establish an agreement with an authorized Ford repair facility to provide additional general, mechanical, and electrical repairs to the City's Ford fleet.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 1-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s)10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C-Subcontractor Information Ford	Page14
Attachment D- Respondent Questionnaire	Page 15

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

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

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

Exhibit "A"

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

EVENT	DATE
Solicitation released	July 30,2020
Deadline for submission of questions	August 10, 2020
City responses to questions or addendums	Approximately August 13, 2020
Deadline for submission of responses	August 28, 2020 @ 3:00 CST

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

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

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

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

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
6. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM CST, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

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

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened, if a return address is provided.
7. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

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

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

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

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - ☐ **Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - ☐ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - ☐ **Attachment C: RESPONDENT QUESTIONNAIRE:** Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
 - B. Reputation of Respondent and of Respondent's goods and services;
 - C. Quality of the Respondent's goods and services;
 - D. The extent to which the goods and services meet the City's needs;
 - E. Respondent's past performance with the City;
 - F. The total long-term cost to the City to acquire the Respondent's goods or services;
 - G. Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.
9. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

Exhibit "A"

City of Round Rock
Ford Automotive Repair Service
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July 2020

10. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
11. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

City of Round Rock
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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
3. **ADDITIONAL INSURANCE REQUIREMENTS:**
 - A. **Garage Liability Coverage:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
 - i. The policy shall include these endorsements in favor of the City of Round Rock:
 - a) Waiver of Subrogation
 - b) Thirty (30) days' Notice of Cancellation
 - c) The City of Round Rock listed as an additional insured

Exhibit "A"

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be a Ford-authorized repair facility and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City. The City reserves the right to request documentation that confirms the Contractor is a Ford Authorized Repair Facility.
 - B. Provide all labor, supplies, materials, and equipment to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. Only Ford brand parts shall be used to repair City vehicles under this contract. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein
 - C. Have all the relevant licenses and permits to operate as an automotive shop and comply with all local, state, and federal statutes;
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process. The repair facility shall be within 25 miles of City Fleet facilities located at 901 Luther Peterson Place, Round Rock, Texas 78664.
3. **SUBCONTRACTORS:** Subcontractors may only be used for towing services. The Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;

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- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

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

Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated by the Respondent in Section II of the bid sheet. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for automotive repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

B. **Procedure to Request Increase:**

- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

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

- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

Exhibit "A"

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8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
6. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
7. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
8. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
9. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. The City's designated representative:
Marshal Reynolds
Fleet Operations Manager
General Services
Phone: (512) 218-5571
E-mail: mreynolds@roundrocktexas.gov
11. **INTERLOCAL PURCHASING AGREEMENTS**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

Exhibit "A"

City of Round Rock
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PART IV SCOPE OF WORK

1. **PURPOSE:** The Contractor shall be responsible for making general, mechanical, and electrical repairs in accordance with "Ford" acceptable repair techniques. Contractor shall maintain repair records and comply with all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Act (OSHA) requirements governing auto body repair.
2. **CONTRACTOR RESPONSIBILITIES:**
 - A. **Facility Requirements:**
 - i. The awarded Contractor shall have a facility large enough to accommodate their current workload as well as the additional workload resulting from award of this contract. Contractor shall provide daily, year-round service regardless of weather conditions.
 - ii. All police vehicles shall always be parked in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
 - iii. Shall be within 25 miles of City of Round Rock fleet facilities which are located at:
**City of Round Rock Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664**
 - iv. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.
 - B. **Parts and Materials:**
 - i. Repair materials and parts shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
 - ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
 - iii. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.
 - C. **Service Requirements:**
 - i. The City requires the Contractor to arrange for pickup or towing (for police vehicles) of the vehicle(s) requested for repair and provide a written estimate to the City's designated representative within 24 business hours. Repair work shall not commence until the Contractor has received a City-issued purchase order number. Contractor must quality-inspect all vehicles after completion of repairs for conformance to original manufacturer's standards and configuration before returning the vehicles to the City.
 - ii. **Estimates:** In all cases, repairs shall only be compensated to the extent specified in the written repair estimate to be provided to the City's designated representative. Estimates shall include the Vehicle Identification Number (VIN) of each vehicle, an itemized list or description of work to be performed, the estimated number of hours to complete the repairs, an itemized list of parts with cost and the estimated labor to perform the repairs, and an estimated completion time.
 - iii. **Out of service time:** Out of service time due to repairs is of great concern to the City. The Contractor shall agree to give priority to the repair of the City's vehicles with the highest priority given to Police and any other emergency response vehicle. Upon acceptance of the Contractor's estimate the City will require a turnaround time of two weeks or better for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis.

Exhibit "A"

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
July 2020

- iv. **Hidden Damages:** During the course of repair if additional damages are found that were not included in the original estimate; the Contractor shall contact the City's Fleet Operations Manager or designated vehicle maintenance staff member and provide a revision to the original estimate and obtain authorization for the additional repairs and/or parts needed before additional charges occur.
 - v. **Pickup and Delivery of City Vehicles:** Contractor shall provide pickup and delivery services for regular City's vehicles in need of repair within 24 hours of contact.
 - a) The pickup and delivery location:
City of Round Rock Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664
 - b) Pick up and drop of vehicles shall occur during normal business operating hours of 8:00 am-5:00pm. This will not include holidays or weekends.
 - vi. **Pickup and Delivery of Police Vehicles:** Only sworn police officers may drive marked police vehicles on public roads therefore the Contractor shall provide tow truck services to and from their repair facility using a flatbed or a slide style tow truck for police vehicles.
 - a) Police vehicles shall be picked up from the City by tow truck within 8 hours of request.
 - b) Incidental driving of police vehicles around the repair facility required to store and complete repairs and a test drive of police vehicles within one block of the repair facility after repairs are complete is permitted.
 - D. **Autobody Repair:** On occasion the City may require autobody repair services. These services will be listed in Sections II Attachment A- Bid Sheet. This item is considered optional to bid. If this item is left blank on the bid sheet the City will assume you do not intend these services to be included in the resulting contract. Autobody vehicle repairs shall include:
 - i. Inspection of the car frame for structural damage and assess reparability on all damaged areas such as windshields, doors, tires, or the body of the car.
 - ii. Conduct repairs to or replacement of body damage, restoration of vehicle to original condition, and refinishing.
 - iii. Paint to match existing color paint on vehicle.
 - iv. A comprehensive quote provided to the City and approved by the City before work is initiated.
 - E. **Invoicing:** All invoices must clearly indicate the City's assigned purchase order number, Vehicle Identification Number (VIN), date of repair, itemized labor and parts charges, and supplies receipt indicating cost plus percent to ensure contractual compliance with the stated bid sheet percent markup.
 - F. **Warranty:** Contractor shall provide, at minimum, a warranty of one year on parts and labor.
 - G. **Damage:** The Contractor shall be held responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
3. **CITY RESPONSIBILITIES:**
- A. The City will provide any necessary documentation as needed for all repairs.
 - B. The City will coordinate with the Contractor for all scheduled pick up and drop off dates for City vehicles.
 - C. The City will make sure keys for vehicle are present when pick up occurs.
 - D. If no pickup for the vehicle is scheduled it will be the City's responsibility to transport the vehicle to the Contractor's facility.
 - E. The City will provide a single point of contact for the Contractor to coordinate services with.

Exhibit "A"

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
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ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 20-008REBID Automotive Repair Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. To do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - D. By the signature affixed on Attachment A- Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"
Attachment A- Bid Sheet
IFB # 20-008REBID
Automotive Repair Services

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 20-008 Automotive Repair Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: **All prices must be quoted in "Section I" in order to be considered responsive.** Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

Section I: Automotive Repair

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Labor Rate (General, Mechanical, and Electrical Repairs inclusive of all labor, administrative, and overhead charges)	600	Hours	\$65.00	\$39,000.00
2	Pick up & Delivery Charge for Regular City Vehicles	150	Each	\$30.00	\$4,500.00
3	Wrecker Services for Police Departement Vehicles- Light Duty	30	Each	\$85.00	\$2,550.00
4	Wrecker Services for Police Departement Vehicles- Medium or Larger Duty	30	Each	\$95.00	\$2,850.00
Annual Total:					\$43,500.00
3	Information Only- Percent Markup over Cost for Automotive Repair Parts				5%

Section II Autobody Repair- OPTIONAL SERVICE

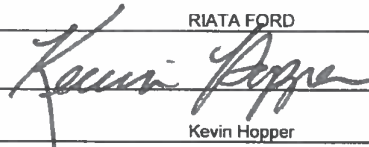
This section is optional, it will not be evaluated and it will not affect your responsiveness if you decline to bid. If your facility is able to provide Autobody Repair Services, enter in the unit price below for lines 4-6. If the line is left blank the City will assume you do not want to bid these services.

4	Labor Rate (Autobody repair inclusive of all labor, administrative fees, paint, and overhead charges)	400	Hours	\$54.00	\$21,600.00
5	Pick up & Delivery Charge	40	Each	\$30.00	\$1,200.00
3	Wrecker Services for Police Departement Vehicles-Light Duty	10	Each	\$85.00	\$850.00
4	Wrecker Services for Police Departement Vehicles-Medium or Larger Duty	10	Each	\$95.00	\$950.00
Annual Total:					\$22,800.00
6	Information Only- Percent Markup over Cost for Autobody Repair Parts				10%

COMPANY NAME:

RIATA FORD

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Kevin Hopper

PHONE NUMBER:

512-848-9494

EMAIL ADDRESS:

kevin@riataford.com

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
July 2020

Exhibit "A"

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 20-008REBID
RESPONDENT'S NAME: Kevin Hopper DATE: 8-26-2020

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

1. Company's Name City Of Austin
Name of Contact Johnny Easley
Title of Contact Service Manager
E-Mail Address Johnny.Easley@AustinTexas.Gov
Present Address 714 East 8th Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512) 974-1804 Fax Number: ()
2. Company's Name Travis County
Name of Contact Gregory Orott
Title of Contact Maintenance Supervisor
E-Mail Address Gregory.Orott@traviscountytx.gov
Present Address Leoll Blue Bluff Road
City, State, Zip Code Austin, Texas 78724
Telephone Number (512) 854-7766 Fax Number: (512) 854-9537
3. Company's Name Spectrum
Name of Contact Alvaro Martinez
Title of Contact District Fleet Manager
E-Mail Address Alvaro.Martinez@Charter.com
Present Address 810 W. Howard Lane #100
City, State, Zip Code Austin, Texas 78753
Telephone Number (512) 745-3899 Fax Number: ()

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

Exhibit "A"

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
July 2020

ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 20-008 REBID
RESPONDENT'S NAME: Kevin Hepper DATE: 8-24-2020

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

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT YES
If yes complete the information below

1. Subcontractor Name
Name of Contact
E-Mail Address
Address
City, State, Zip Code
Telephone Number () Fax Number: ()
Describe work to be performed
Percentage of contract work to be performed %
2. Subcontractor Name
Name of Contact
Title of Contact
E-Mail Address
Address
City, State, Zip Code
Telephone Number () Fax Number: ()
Describe work to be performed
Percentage of contract work to be performed %

- Add additional pages as needed

City of Round Rock
Ford Automotive Repair Service
IFB 20-008REBID
Class/Item: 928-00 & 928-19
July 2020

Exhibit "A"

ATTACHMENT D
RESPONDENT QUESTIONNAIRE

Name of Business:	RIATA FORD
Physical Address of Headquarters (HQ):	10507 US Hwy 290 East Manor Tx 78653
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe "Repair Facility Vehicle Security Plan" and submit with your bid response. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs.
2. How many mechanics are on staff and are available and trained to repair Ford Vehicles for the City at the facility?

Number of Mechanics	15
---------------------	----

3. How many years has your company been in the Automotive Repair Business?

Number of years in the commercial Automotive Repair business:	30
--	----

4. EXPERIENCE: On a separate sheet of paper describe relevant company experience (2 years or less), submit with your bid response.
5. Confirm that your company agrees to tow police vehicles to and from your repair facility using a flatbed or a slide style tow truck.

☒ YES or NO

6. Confirm that the facility where City vehicles will be repaired is a Ford authorized repair facility.

☒ YES or NO

Exhibit "A"

RIATA FORD

Riata Ford has an outdoor monitoring system with 24-hour surveillance, including cameras. Riata Ford service vehicles are fenced in and secured properly behind our building.



10507 HWY 290 * Manor, Texas 78653 * (512) 281-3673
www.riataford.com * sales@riataford.com

Exhibit "A"

RIATA FORD

Our automotive repair experience consists of servicing multiple municipalities over the last 30 years, including City of Austin and Travis County fleet services.

10507 HWY 290 ★ Manor, Texas 78653 ★ (512) 281-3673
www.riataford.com ★ sales@riataford.com

BID TABULATION				VENDOR #1		VENDOR #2	
IFB NO: 20-008REBID				Riata Ford		Mac Haik Ford Lincoln	
DESCRIPTION: Ford Automotive Repair Services							
BID OPENING DATE & TIME: 8/28/2020							
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	Labor Rate (General, Mechanical, and Electrical Repairs inclusive of all labor, administrative, and overhead charges)	600	Hours	\$65.00	\$39,000.00	\$85.00	\$51,000.00
2	Pick up & Delivery Charge	150	Each	\$30.00	\$4,500.00	\$15.00	\$2,250.00
3	Wrecker Services for Police Departement Vehicles-Light Duty	30	Each	\$85.00	\$2,550.00	\$90.00	\$2,700.00
4	Wrecker Services for Police Departement Vehicles-Medium or Larger Duty	30	Each	\$95.00	\$2,850.00	\$165.00	\$4,950.00
				Total:	\$43,500.00	Total:	\$53,250.00
5	Information Only-Percent Markup over Cost for Automotive Repair Parts.				5%		7%

Recommended for Award:

Riata Ford

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Riata Ford
Manor, TX United States

Certificate Number:
2020-684564

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.

0000
PARTS AND REPAIR SERVICES ON FORD VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Riata Ford	Manor, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Hopper, and my date of birth is [REDACTED]
My address is 157 Old Winomill Lane Bastrop Tx 78602 Bastrop
(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 30th day of Oct, 2020.
(month) (year)

Kevin Hopper
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Freightliner of Austin for the purchase of a dump truck for the Transportation Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$111,322.10

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2020-0368

With this purchase order General Services will establish a one-time purchase with Freightliner of Austin for a class 8 dump truck needed to support City Operations. Replacing a 2000 F-650 Dump Truck with a 2021 Freightliner Dump Truck for the Transportation Street Maintenance Department.

Cost: \$111,322.10

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2020-0368

WHEREAS, the City of Round Rock (“City”) desires to purchase a 2021 Freightliner Class 8 Dump Truck; and

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

WHEREAS, the Interlocal Purchasing System (“TIPS”) is a cooperative purchasing program administered by the Region 8 Education Service Center for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of TIPS; and

WHEREAS, Freightliner of Austin is an approved vendor of TIPS; and

WHEREAS, the City wishes to issue a purchase order to Freightliner of Austin to purchase said vehicle through TIPS, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Freightliner of Austin for the purchase of a 2021 Class 8 Dump Truck.

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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME

CITY OF ROUND ROCK

ADDRESS

221 E. MAIN ST

TELEPHONE

512-218-5571

CITY

ROUND ROCK

STATE

TX

ZIP CODE

78664

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2022	FREIGHTLINER	M2106	ORDER	
A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.				
El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.				
Disclaimer of Warranties				
Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
MILEAGE:				
TIPS CONTRACT #200206				
M2106 BASE MODEL PRICE 69,413.40				
OPTION CONTENT 28,868.70				
15' WARREN 13-15 YD DUMP BODY WITH ELETRIC TARPS & 21,040.00				
(2) STORBE LIGHTS RECESSED IN THE CAB PROTECTOR				
50 TON PINTLE HITCH,				
(2) STROBE LIGHTS RECESSED IN THE REAR POST				
FREIGHTLINER OF AUSTIN DISCOUNT \$8,000.00				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE KEVIN KRIEG				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN			
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
TOTAL 111,322.10				
PAYOFF TO:				
Trade Allowance N/A				
ADDRESS:				
Trading Difference N/A				
TELEPHONE: / FAX:				
Sales Tax N/A				
GOOD UNTIL:				
Vehicle Inventory Tax N/A				
QUOTED BY:				
License Fee N/A				
SHOW LIEN TO:				
Body Type: Documentary Fee N/A				
ADDRESS:				
License Wt.: Federal Excise Tax N/A				
State Insp.: TOTAL SALE PRICE 111,322.10				
DATED: LIEN AMOUNT \$				
License: Payoff on Trade				
DRAFT FOR \$				
Title: Ext. Service Agreement				
DRAFT THRU:				
Transfer: Less Deposit				
ADDRESS:				
Total Balance Due 111,322.10				

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-23M (EFF:01/21/20)		
Data Version		
SPECPRO21 DATA RELEASE VER 039		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,709	3,503
2022 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs		

	Description	Weight Front	Weight Rear
	EXPECTED GROSS COMBINATION WEIGHT : 52000.0 lbs		
Truck Service			
	END DUMP BODY		
	OX BODIES (TBEI)		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service			
	FLATBED TRAILER		
	SINGLE (1) TRAILER		
Engine			
	CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
	75 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
N	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
	NO 2008 CARB EMISSION CERTIFICATION		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		

Description	Weight Front	Weight Rear
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		

Description	Weight Front	Weight Rear
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
900 SQUARE INCH ALUMINUM RADIATOR	15	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

2000 RPM PRIMARY MODE SHIFT SPEED

2000 RPM SECONDARY MODE SHIFT SPEED

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

Description	Weight Front	Weight Rear
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
MINERAL SAE 80/90 FRONT AXLE LUBE

Description	Weight Front	Weight Rear
Front Suspension		
12,000# MONO TAPERLEAF FRONT SUSPENSION		
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
5.86 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
MINERAL SAE 80/90 REAR AXLE LUBE		
Rear Suspension		
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION		815
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		

Description	Weight Front	Weight Rear
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40

Brake System

AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR BRAKE RESERVOIRS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET BOTH RAILS OUTBOARD		
PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		

Wheelbase & Frame

4825MM (190 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	130	350
1775MM (70 INCH) REAR FRAME OVERHANG		

Description	Weight Front	Weight Rear
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 124.41 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 121.41 in		
CALC'D FRAME LENGTH - OVERALL : 298.84		
CALCULATED FRAME SPACE LH SIDE : 42.77 in		
CALCULATED FRAME SPACE RH SIDE : 83.31 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 124.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-5	

	Description	Weight Front	Weight Rear
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
	FUEL COOLER	10	
Tires			
	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES	24	
	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH GRAB HANDLES		
	MOLD-IN COLOR GRILLE		
	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
	SINGLE ELECTRIC HORN		
	SINGLE HORN SHIELD		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	KEY QUANTITY OF 2		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
	(5) AMBER MARKER LIGHTS		
	INTEGRAL STOP/TAIL/BACKUP LIGHTS		

Description	Weight Front	Weight Rear
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
MANUAL DOOR WINDOW REGULATORS		
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		

Description	Weight Front	Weight Rear
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		
VINYL WITH VINYL INSERT PASSENGER SEAT		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL	
GRAY CENTER INSTRUMENT PANEL	
BLACK GAUGE BEZELS	
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS	
97 DB BACKUP ALARM	3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	

Description	Weight Front	Weight Rear
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

Prepared by:
 Kevin Krieg
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

	Description	Weight Front	Weight Rear
	PAINT: ONE SOLID COLOR		

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 121.41 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 124.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7105 lbs	7810 lbs	14915 lbs
Total Weight ⁺	7105 lbs	7810 lbs	14915 lbs

Extended Warranty



Prepared by:
Kevin Krieg
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

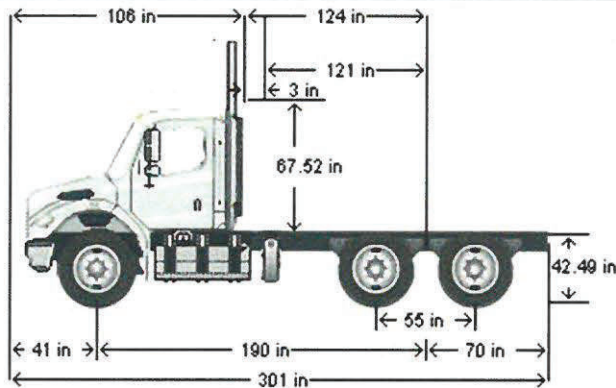
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....M2106
Wheelbase (545) 4825MM (190 INCH) WHEELBASE
Rear Frame Overhang (552) 1775MM (70 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577)..... NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in).....0
 Maximum Rearward Position (in)0
 Amount of Slide Travel (in).....0
 Slide Increment (in).....0
 Desired Slide Position (in)0.0
Cab Size (829).....106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)..... NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	124.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	121.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	194.3
Cab Height (CH)	67.5
Wheelbase (WB)	190.0
Frame Overhang (OH)	69.9
Overall Length (OAL)	300.6
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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:
2020-691069

Date Filed:
11/18/2020

Date Acknowledged:

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

Freightliner of Austin
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 TIPS 200206
CLASS A DUMP TRUCK

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is [REDACTED].

My address is 1701 Smith Rd, Austin, TX, 78721, US.
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 18 day of November, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with IDEXX Distribution, Inc. for the purchase of laboratory equipment and supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$400,000.00

Indexes: Utility Fund

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

Department: Utilities and Environmental Services

Text of Legislative File 2020-0372

The Environmental Services Division manages the Environmental Services Laboratory in accordance with National Environmental Laboratory Accreditation Program (NELAP) requirements. The purpose of the program is to provide bacteriological testing services to water utilities and the public.

Under the NELAP certification issued by Texas Commission on Environmental Quality (TCEQ), the laboratory is accredited to use the IDEXX Colilert methods for *E. coli* and presence/absence of total coliforms. To run the accredited analysis methods, the City needs to use equipment and supplies from IDEXX Distribution, Inc.

The Utilities and Environmental Services Department recommends entering a 5-year term contract with IDEXX Distribution, Inc. which will not exceed \$400,000 (\$80,000/year).

Cost: \$400,000

Source of Funds: Utility Fund

RESOLUTION NO. R-2020-0372

WHEREAS, the City of Round Rock (“City”) desires to purchase certain laboratory equipment and supplies to support the City’s utility operations, and related goods and services, 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, IDEXX Distribution, Inc. is the sole source distributor for these goods and services, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with IDEXX Distribution, Inc. to purchase certain laboratory equipment and supplies to support the City’s utility operations, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Laboratory Equipment and Supplies with IDEXX Distribution, Inc., a copy of same being attached hereto as Exhibit “B” 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202 00461164

EXHIBIT**"A"****City of Round Rock Purchasing
Justification Form**

Date:	September 8, 2020	Department Name:	Utilities & Environmental Services
To:	Purchasing	Requestor Name:	Ryan Bornn
		Phone Number:	512-218-6636

Instructions: Complete this form for all purchases that will exceed \$3,000 and will be exempted from competition as prescribed in Texas Local Government Code Chapter 252.022. Attach additional information as needed to support the exemption request.

The City declares the competitive bidding procedures in Texas Local Government Code Chapter 252 to be exempt for this procurement. This Justification Form is executed and filed with the Purchasing Division as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase.

Please check the criteria listed below that applies to this purchase request:

☒ **Sole Source** (check one)

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books.
- ☐ Gas, water and other utilities.
- ☐ Captive replacement parts or components for equipment
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding the exclusive rights to the materials

☐ **Goods Purchased for Subsequent Retail Sale**

- ☐ A procurement of goods being purchased for subsequent resale by the City.

☐ **Public Calamity**

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.

☐ **Public Health and Safety**

- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

☐ **Unforeseen Damage**

- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

☐ **Personal, Professional or Planning Services**

- o A procurement of personal, professional, or planning services

2. **Justification:** Describe in detail below why an exemption according to Section 252.022 of the Local Government Code is being submitted for this purchase. (Attach additional pages if needed)

In accordance with the National Environmental Laboratory Accreditation Program (NELAP) certification issued by TCEQ, the laboratory is only accredited to use IDEXX Colilert methods for E.coli and Presence/Absence of Total Coliform. Any other test method would not be approved by the TCEQ/EPA for use in our laboratory.

3. Attach and submit the following documentation that supports this justification as applicable.

- Vendor's proposal/quote.
- If sole source a Manufacturer's letter declaring the purchase is sole source and why. The letter should be no older than 6 months old and signed by an authorized representative on company letterhead.

4. Because the above facts and supporting documentation the City of Round Rock exempts this procurement from LGC Chapter 252 and intends to contract with:

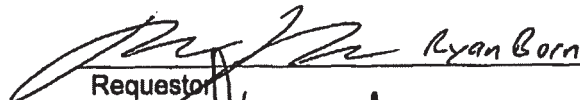
Vendor Name:	IDEXX Laboratories, Inc.
Description:	Colilert Media, bottles and color comparators for drinking water samples

5. Check the purchase type and fill in the dollar amount and purchase term as applicable

☐ This is a one-time purchase request for \$ _____

☒ This is a term contract request for 60 (# months) in the amount of \$ 400,000

Recommended
By

 Ryan Born 9-8-20
Requestor Date


Approved
By

 9-9-20
Department Manager, Asst Director or Director Date

Purchasing Office
Review

 9/9/20
Purchaser Date

Purchasing Office
Management Review

 9/10/20
Purchasing Manager (over \$50,000) Date

EXHIBIT

"B"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF
LABORATORY EQUIPMENT AND SUPPLIES
WITH
IDEXX DISTRIBUTION, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of laboratory equipment and supplies to support the City's utility operations, 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 **IDEXX DISTRIBUTION, INC.**, whose offices are located at One IDEXX Drive, Westbrook, Maine 04092 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain laboratory equipment and supplies to support the City's utility operations, 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. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

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

F. **Vendor** means IDEXX Distribution, Inc., its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents.

4.01 ITEMS

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

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

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

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Eighty Thousand and No/100 Dollars (\$80,000.00) per year** for a total not-to-exceed amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance,

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY’S REPRESENTATIVE

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

Ryan Bornn
Environmental Services Supervisor
Utilities and Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-6636
rbornn@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all insurance requirements set forth in the attached Exhibit “B,” incorporated herein by reference for all purposes.

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

Vendor shall defend, indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees, arising out of, or incident to, concerning or resulting from the negligence of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

In no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special or punitive damages, without qualification.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

IDEXX Distribution, Inc.
One IDEXX Drive
Westbrook, ME 04092

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

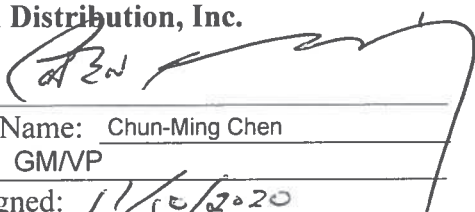
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

IDEXX Distribution, Inc.

By: x.  _____
Printed Name: Chun-Ming Chen
Title: GM/VP
Date Signed: 11/10/2020

20219201

Number / Date
20219201 / 08/28/2020

Ship to Address

CITY OF ROUND ROCK
PUBLIC WORKS DEPT.
2008 ENTERPRISE DRIVE
ROUND ROCK TX 78664
UNITED STATES
UNITED STATES

Sold to Address

CITY OF ROUND ROCK
221 E MAIN AVE STE 221
ROUND ROCK TX 78664-5299
UNITED STATES
UNITED STATES

Bill-to Customer 96723

Net weight : 15.408

Pricing valid 1/1/20-12/31/25

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-05760-01 77777777/US	WHPC-25 HPC, SIMPLATE UNIT DOSE 1.5		1	119.12	119.12
98-08877-00 77777777/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		1	721.08	721.08
98-09221-00 77777777/CN	WV120SBST-200,VESSELS W/ST AND SB, 200PK		1	136.66	136.66
98-09227-00 77777777/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		1	26.53	26.53
98-11682-00 77777777/US	WP104 COLI P/A COMPARATOR		1	13.89	13.89
98-12973-00 77777777/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1	721.07	721.07
98-20724-01 8539490080/US	WL160,6 WATT FLUOR LAMP		1	181.96	181.96
98-21322-00 9027905650/US	WCM10 UV VIEWING CABINET		1	259.04	259.04
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1	222.85	222.85

All local taxes at customer charge

Date
08/28/2020

Number
20219201

Items Total	2,402.20
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Freight Value	113.64
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Total Amount	USD 2,515.84
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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.

IDEXX Distribution, Inc.
Westbrook, ME United States

Certificate Number:
2020-689955

Date Filed:
11/16/2020

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
Water testing supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Chun-Ming Chen, and my date of birth is ██████.

My address is One IDEXX Dr, Westbrook, ME, 04092, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Cumberland County, State of ME, on the 16 day of November, 2020.
(month) (year)

X.



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with Davidass Mahendru and Swaran Mahendru for acquisition of a 0.288-acre electric utility easement for BCRUA Phase 2 project.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$67,500.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Parcel map

Department: Utilities and Environmental Services

Text of Legislative File 2020-0371

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Davidass Mahendru and Swaran Mahendru for the acquisition of 0.288 acre along their property.

The negotiated purchase price for this easement is \$67,500 and has been approved by the BCRUA Operations Committee. Round Rock's portion of this amount is 28.19% which equates to \$19,028.25.

Cost: \$67,500

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2020-0371

WHEREAS, the City of Round Rock (“City”) desires to purchase a 0.288-acre electric utility easement required for the Brushy Creek Regional Utility Authority Phase 2 Water Delivery Project (Parcel 86); and

WHEREAS, Davidass Mahendru and Swaran Mahendru, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Easement Purchase Agreement with Davidass Mahendru and Swaran Mahendru, 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Davidass Mahendru and Swaran Mahendru, husband and wife

Address: 9708 Oaxus Lane, Austin, TX 78759-7766, Travis County

Phone: (678) 702-7038

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St., Round Rock, TX 78664, Williamson County

Easement Property: that certain tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property");

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Phone: (512) 337-0300

E-mail: Stacie.barnes@TexasNationalTitle.com

Address: 305 Denali Pass Drive,
Suite A
Cedar Park, Texas 78613
Fax: (512) 853-5810

Purchase Price:

\$ 67,500.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Electric Utility Easement in the same form and substance as the attached Exhibit "B".

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit A –Easement Property Description

Exhibit B – Electric Utility Easement

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.1.d. Possession. Seller will deliver possession of the Property Interests to Buyer, subject to the Permitted Title Exceptions existing at Closing.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments

described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.3. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.4. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

F. Miscellaneous Provisions

F.1. Notices. Any notice required by or permitted under this contract must be in writing.

F.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to

Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. Amendment. This contract may be amended only by a signed, written agreement.

F.4. Assignment. Buyer may assign this contract and Buyer's rights under it.

F.5. Conflicts. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

F.6. Choice of Law; Venue. This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. Waiver of Default. Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

F.10. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.11. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: **Davidass Mahendru and Swaran Mahendru**

Davidass Mahendru
By: Davidass Mahendru

09/19/2020
Date:

Swaran Mahendru
By: Swaran Mahendru

09/19/2020
Date:

BUYER: **City of Round Rock, a Texas home rule city**

By:

Title:

Date:

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)

DocuSigned by:

55B460DB1D5C4A0...
By: Karen Bondy, General Manager

Date:

Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, for and in consideration of TEN DOLLARS (\$10.00) in hand paid by the City of Round Rock, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto CITY OF ROUND ROCK, TEXAS ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Travis County, Texas, to-wit:

All of that certain _____ acre (_____ square foot) tract in the _____ Survey, Abstract No. _____, _____ County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel _____**)

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantee will restore and also, as reasonably necessary, level and re-grade the surface disturbed by Grantee's use of the Easements at the time of initial construction and at all times of additional construction thereafter, as closely as possible to the condition which existed immediately prior to entry for such work.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished. This easement may be assigned by Grantee.

Subject to the provisions herein, Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made by Grantor and accepted by the City subject to the following:

- a) visible and apparent easements not appearing of record;
- b) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
- c) easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

WITNESS my hand this _____ day of _____, 20____.

GRANTOR:

(Printed Corporate or Business Name)

By: _____

Its: _____

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for
The State of Texas

GRANTEE:

(Printed Corporate or Business Name)

By: _____

Its: _____

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20____.

Notary Public in and for
The State of Texas

Please Return to:

Cobb, Fendley & Associates, Inc. / Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

DRAFT

BCRUA 086
DAVIDASS MAHENDRU AND SWARAN MAHENDRU

EXHIBIT "A"



**20 FOOT WIDE (0.288 ACRE)
 ELECTRIC EASEMENT
 LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840
 TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 20 FOOT WIDE (0.288 ACRE) STRIP OF LAND LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM RECORDED UNDER T.C.C.D. 2006018070 OF THE O.P.R.T.C.T. SAID 0.288 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "WATSON SURVEYING" IN THE SOUTHWEST MARGIN OF NAMELESS ROAD, AT THE NORTH CORNER OF SAID 22.651 ACRE TRACT AND THE EAST CORNER OF A CALLED 11.528 ACRE TRACT DESCRIBED IN A DEED TO OUR LADY QUEEN OF PEACE HOUSE OF PRAYER, OF RECORD IN T.C.C.D. 2011162332 OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 46°11'03" E – 188.78' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A 1/2" IRON PIPE FOUND AT AN ANGLE POINT IN THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT,

THENCE S 60°04'51" E – 206.73' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A CONCRETE MONUMENT FOUND (BROKEN) AT THE EAST CORNER OF SAID 22.651 ACRE TRACT, AT THE INTERSECTION OF SAID SOUTHWEST MARGIN OF NAMELESS ROAD AND WEST RIGHT-OF-WAY LINE OF RANCH TO MARKET HIGHWAY 1431, FOR THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE AN ARC LENGTH OF 179.60', WITH THE SOUTHEAST LINE OF SAID 22.651 ACRE TRACT, ALONG THE NORTHWEST LINE OF RANCH TO MARKET HIGHWAY 1431, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.03', A CENTRAL ANGLE OF 06°05'59", AND A CHORD WHICH BEARS S 17°49'28" W – 179.52' TO A POINT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A CONCRETE MONUMENT FOUND AT THE END OF A CURVE TO THE LEFT BEARS AN ARC LENGTH OF 205.00', HAVING A RADIUS OF 1687.03', WITH A CENTRAL ANGLE OF 06°57'45" AND A CHORD BEARING OF S 11°17'37" W – 204.88';

THENCE THROUGH THE INTERIOR OF SAID 22.651 ACRE TRACT THE FOLLOWING ELEVEN (11) CALLS:

- 1) **N 75°59'39" W – 20.00' TO A POINT FOR CORNER,**
- 2) **AN ARC LENGTH OF 46.12', WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 01°32'52" AND A CHORD WHICH BEARS N 15°32'23" E – 46.11' TO A POINT FOR AN ELL CORNER,**
- 3) **N 50°57'48" W – 37.92' TO A POINT FOR AN ELL CORNER,**
- 4) **N 39°02'12" E – 20.00' TO A POINT FOR AN ELL CORNER,**
- 5) **S 50°57'48" E – 29.69' TO A POINT FOR AN ELL CORNER,**
- 6) **AN ARC LENGTH OF 97.18', WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 03°15'42" AND A CHORD WHICH BEARS N 18°40'13" E – 97.16' TO A POINT FOR ELL CORNER,**

- 7) **N 60°04'51" W – 191.86'** TO A POINT FOR AN ELL CORNER,
- 8) **S 37°16'38" W – 33.10'** TO A POINT FOR AN ELL CORNER,
- 9) **N 52°43'22" W – 20.00'** TO A POINT FOR AN ELL CORNER,
- 10) **N 37°16'38" E – 35.32'** TO A POINT FOR AN ELL CORNER,
- 11) **N 46°11'03" W – 165.24'** TO A POINT IN THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 22.651 ACRE TRACT BEARS **S 26°40'01" W – 1639.15'**

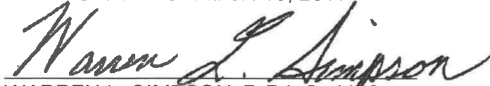
THENCE N 26°40'01" E – 20.93' WITH THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.288 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

SURVEYED: JULY 31, 2017

RELEASED: DECEMBER 13, 2017



WARREN L. SIMPSON, R.P.L.S. 4122

PROJ NO. 3-00619

PLAT NO. A1-1352

FIELD NOTE NO. 086

MAP CHECKED: 11/22/2017-JBM



BCRUA 086

DAVIDASS MAHENDRU AND SWARAN MAHENDRU

EXHIBIT

OF A 20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018070 OF THE OFFICIAL PUBLIC RECORD TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

SURVEYED: JULY 31, 2017

RELEASE DATE: DECEMBER 13, 2017

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

OUR LADY QUEEN OF PEACE HOUSE OF PRAYER
CALLED 11.528 ACRES
T.C.C.D. 2011162332
O.P.R.T.C.T.

DAVIDASS MAHENDRU AND
SWARAN MAHENDRU
CALLED 22.651 ACRES
T.C.C.D. 2006018071
O.P.R.T.C.T.
(NO DESCRIPTION PROVIDED IN DEED)

DESCRIBED UNDER
T.C.C.D. 2006018070
O.P.R.T.C.T.

LEGEND

- = IRON ROD FOUND WITH CAP STAMPED "CS LTD" (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- = EASEMENT AREA
- ⚡ = POWER POLE
- ⚡ = GUY WIRE
- ⚡ = LIGHT POLE
- ⚡ = TELEPHONE RISER

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 46° 11' 03" E	188.78'
L-2	S 60° 04' 51" E	206.73'
L-3	N 75° 59' 39" W	20.00'
L-4	N 50° 57' 48" W	37.92'
L-5	N 39° 02' 12" E	20.00'
L-6	S 50° 57' 48" E	29.68'
L-7	N 60° 04' 51" W	191.86'
L-8	S 37° 16' 38" W	33.10'
L-9	N 52° 43' 22" W	20.00'
L-10	N 37° 16' 38" E	35.32'
L-11	N 46° 11' 03" W	165.24'
L-12	N 26° 40' 01" E	20.93'

JOSE ANTONIO YBARBO SURVEY
ABSTRACT 840
TRAVIS COUNTY, TEXAS

J.A. BOY SURVEY
ABSTRACT 2552
TRAVIS COUNTY, TEXAS

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	179.60'	1687.03'	6°05'59"	S 17° 49' 28" W - 179.52'
C-2	46.12'	1707.03'	1°32'52"	N 15° 32' 23" E - 46.11'
C-3	97.18'	1707.03'	3°15'42"	N 18° 40' 13" E - 97.16'
C-4	205.00'	1687.03'	6°57'45"	S 11° 17' 37" W - 204.88'

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WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com



Walker Partners
engineers ★ surveyors

600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



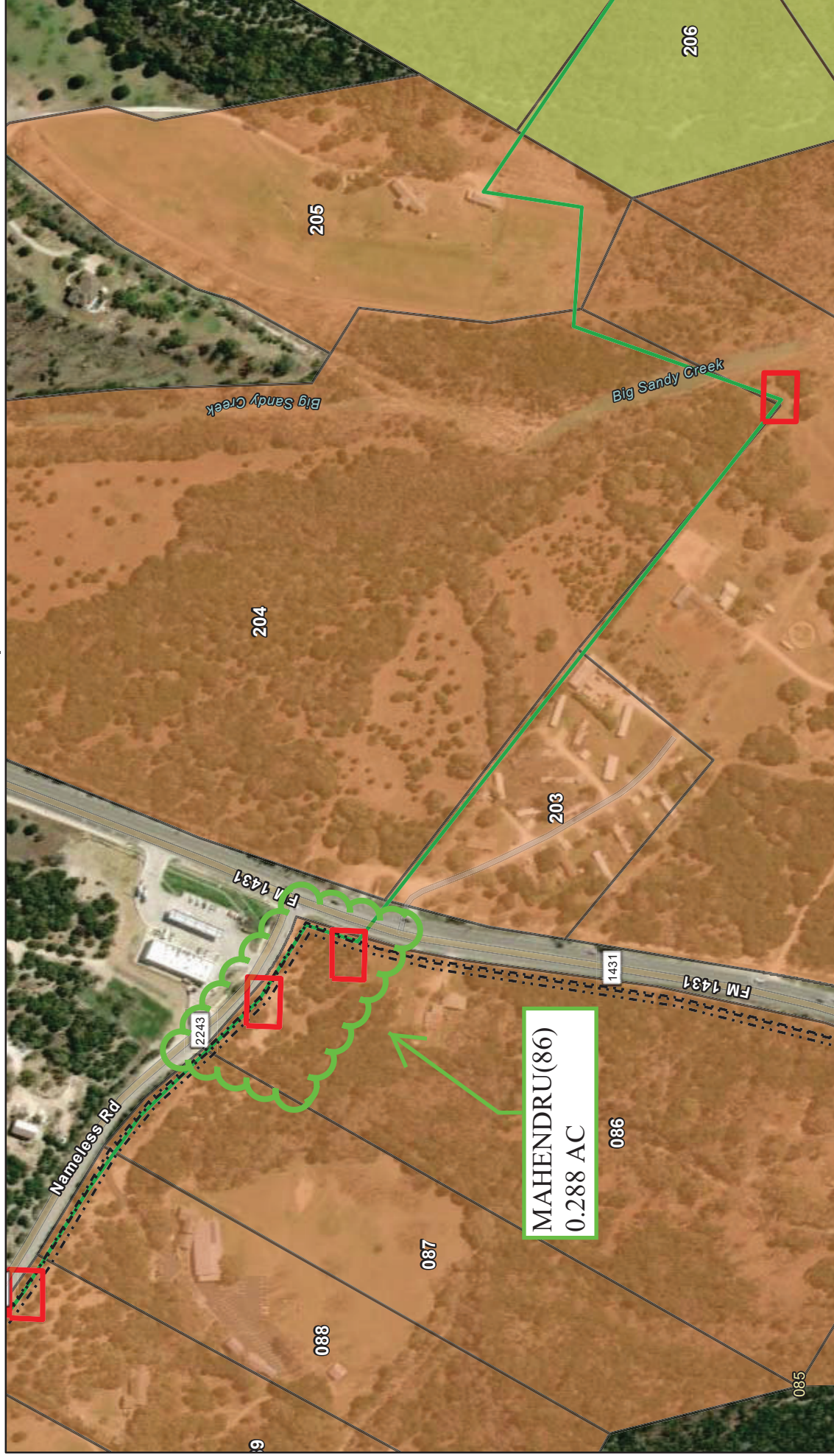
GRAPHIC SCALE IN FEET

PLAT NO. A1-1352 PROJ. NO. 3-00619 DRAFTED 11/22/17
TAB NA F/N NO. 086 FB/PG 3-3/34 DRAWN BY TFG/JBM
DWG. NAME 3-00619ESMT-PARCEL MAP CHK'D 11/15/17
086 - MAHENDRU.DWG

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10158144.43' E:3058710.77'

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 086 - MAHENDRU.DWG, 8.5X14-NO CERT, 12/13/2017 12:13:43 PM, jmontemayor, 1:1

BCRUA Map



7/31/2019 10:42:41 AM

- Guying Easements
- Easement Corridor
- New Electric Service
- Tracts**
 - Tracts
 - Recorded Blanket PEC Easements
 - Original Tracts (All)

1:4,514

0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with the Lower Colorado River Authority for acquisition of tunnel, intake riser, and temporary construction easements for BCRUA Phase 2 project.

Type: Resolution

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$63,105.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2020-0373

The Brushy Creek Regional Utility Authority (BCRUA) has negotiated the purchase of several property easements from the Lower Colorado River Authority (LCRA). The proposed subsurface tunnel easements, intake riser easement and temporary construction easement will be used to construct the BCRUA Phase 2 Deep Water Intake Project. This project will enable the BCRUA to access water at the deeper elevation in Lake Travis which will help protect the City during times of drought.

The agreements with LCRA are for the acquisition of a 0.523 and 2.791 acre subsurface property easement, 3.422 acre intake, tunnel and riser easement, and a 1.379 acre temporary construction easement.

The negotiated purchase price for these easements is \$63,105 and has been approved by the BCRUA Operations Committee.

Cost: \$63,105

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2020-0373

WHEREAS, the City of Round Rock (“City”) desires to purchase three different easement rights interests (subsurface tunnel, intake riser, and temporary construction) required for the Brushy Creek Regional Utility Authority Phase 2 Water Delivery Project (Parcel 60); and

WHEREAS, the Lower Colorado River Authority, the owner of the Property, has agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Easement Purchase Agreement with the Lower Colorado River Authority, 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 17th day of December, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Lower Colorado River Authority

Address: P.O. Box 220, Austin, TX 78767-0220

Phone: 512.578.3200

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St., Round Rock, TX 78664

Subsurface Easement Property (North): that certain 0.523-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes;

Subsurface Easement Property: that certain 2.791-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "B", attached hereto and incorporated herein for all purposes;

Intake, Tunnel and Riser Easement Property: that certain 3.422-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "C", attached hereto and incorporated herein for all purposes;

Temporary Construction Easement Property: that certain 1.379-acre tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "D", attached hereto and incorporated herein for all purposes;

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Phone: (512) 337-0300

E-mail: Stacie.barnes@TexasNationalTitle.com

Address: 305 Denali Pass Drive,
Suite A

Cedar Park, Texas 78613

Fax: (512) 853-5810

Purchase Price:

\$ 63,105.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Subsurface Utility Easement in substantially the same form and substance as the attached Exhibit "E" (Two parts) for the Subsurface Easement Property (North) and the Subsurface Easement Property.

Intake, Tunnel and Riser Easement in substantially the same form and substance as the attached Exhibit "F" for the Intake, Tunnel and Riser Easement Property.

Temporary Construction Easement in substantially the same form and substance as the attached Exhibit "G" for the Temporary Construction Easement Property.

The real property interests described in this section A.1 are collectively defined as the "Property Interests."

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit A – Subsurface Easement Property Description (North)
Exhibit B – Subsurface Utility Easement Property Description
Exhibit C – Intake, Tunnel and Riser Easement Property Description
Exhibit D – Temporary Construction Easement Property Description
Exhibit E – Subsurface Raw Water Line Easement
Exhibit F – Intake, Tunnel and Riser Easement
Exhibit G – Temporary Construction Easement

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time, which shall occur on or before January 31, 2021 or as otherwise agreed to between the parties. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and such other documents that are reasonably required by Title Company to close the transaction.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company and Buyer.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.3. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.4. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Seller's Default; Remedies If Seller fails to perform any of its obligations under this contract Buyer may terminate this contract by giving notice to Buyer on or before Closing.

E.2. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract, Seller may terminate this contract by giving notice to Buyer on or before Closing.

F. Miscellaneous Provisions

F.1. Notices. Any notice required by or permitted under this contract must be in writing.

F.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. Amendment. This contract may be amended only by a signed, written agreement.

F.4. Assignment. Buyer may not assign this contract or Buyer's rights under it without Seller's prior written approval.

F.5. Conflicts. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

F.6. Choice of Law; Venue. This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. Waiver of Default. Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.10. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: **Lower Colorado River Authority**



Rory Dismuke
By: Rory Dismuke
Title: Sr. Vice President, Enterprise Operations

11/25/2020
Date:

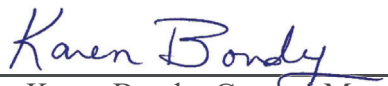
BUYER: **City of Round Rock, a Texas home rule city**

By: _____

Title: _____

Date

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)


By: Karen Bondy, General Manager

11/30/2020
Date

Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____



**50 FOOT WIDE (0.523 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE FRANCES HARRIS SURVEY, ABSTRACT 364
AND THE D.M. DOYLE SURVEY, ABSTRACT 2648
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.523 ACRE) STRIP OF LAND LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364 AND THE D.M. DOYLE SURVEY, ABSTRACT 2648 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 2352.66 ACRE TRACT AND A CALLED 20.80 ACRE TRACT DESCRIBED IN DEEDS TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 1168, PAGE 120 AND VOLUME 1110, PAGE 377, RESPECTIVELY, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS. SAID 0.523 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET AT THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE INTERIOR OF SAID 2352.66 ACRE TRACT, IN THE SOUTH LINE OF A CALLED 91.548 ACRE LEASE TRACT DESCRIBED IN FIELD NOTES PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (UNRECORDED) AND THE SOUTH LINE OF A CALLED 0.898 ACRE SUBSURFACE EASEMENT TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2014062486, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WALLACE GROUP" FOUND MARKING THE SOUTHEAST CORNER OF SAID SUBSURFACE EASEMENT AND THE SOUTHWEST CORNER OF A CALLED 1.685 ACRE TRACT DESCRIBED IN A DEED TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., OF RECORD UNDER T.C.C.D. 2014062484 OF SAID O.P.R.T.C.T. BEARS S 85°16'17" E – 310.50' AND AN "X" FOUND IN CONCRETE MARKING THE MOST SOUTHERLY CORNER OF SAID 91.548 ACRE TRACT BEARS S 85°16'17" E – 332.52';

THENCE THROUGH THE INTERIOR OF SAID 2352.66 ACRE TRACT AND SAID 20.80 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING THREE (3) CALLS:

1. **S 65°23'28" W – 9.38'** TO A POINT IN THE BED OF LAKE TRAVIS, AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 447.51'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 975.00', A CENTRAL ANGLE OF 26°17'52" AND A CHORD WHICH BEARS S 52°14'32" W – 443.59' TO A POINT IN THE BED OF LAKE TRAVIS, AT THE END OF SAID CURVE,
3. **S 39°05'36" W – 32.04'**, TO A POINT IN THE BED OF LAKE TRAVIS, IN THE SOUTHWEST LINE OF SAID 20.80 ACRE TRACT, AT THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE SOUTH CORNER OF SAID 20.80 ACRE TRACT AND THE SOUTHWEST CORNER OF THE REMAINDER OF SAID 2352.66 ACRE TRACT BEARS S 46°36'00" E – 125.57';

THENCE N 46°36'00" W – 50.14' WITH THE SOUTHWEST LINE OF SAID 20.80 ACRE TRACT TO A POINT IN THE BED OF LAKE TRAVIS, AT THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 91.548 ACRE LEASE TRACT BEARS N 46°36'00" W – 479.03';

THENCE THROUGH THE INTERIOR OF SAID 20.80 ACRE TRACT AND SAID 2352.66 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING TWO (2) CALLS:

1. **N 39°05'36" E – 28.28'** TO A POINT IN THE BED OF LAKE TRAVIS, AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 395.66'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1025.00', A CENTRAL ANGLE OF 22°07'01" AND A CHORD WHICH BEARS N 50°09'06" E – 393.21' TO A POINT IN THE SOUTH LINE OF SAID 91.548 ACRE LEASE TRACT, AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A POINT AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 91.548 ACRE TRACT BEARS N 85°16'17" W – 670.05';

THENCE S 85°16'17" W – 96.48' WITH THE SOUTH LINE OF SAID 91.548 ACRE LEASE TRACT AND SAID SUBSURFACE EASEMENT, THROUGH THE INTERIOR OF THE REMAINDER OF SAID 2352.66 ACRE TRACT, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 0.523 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

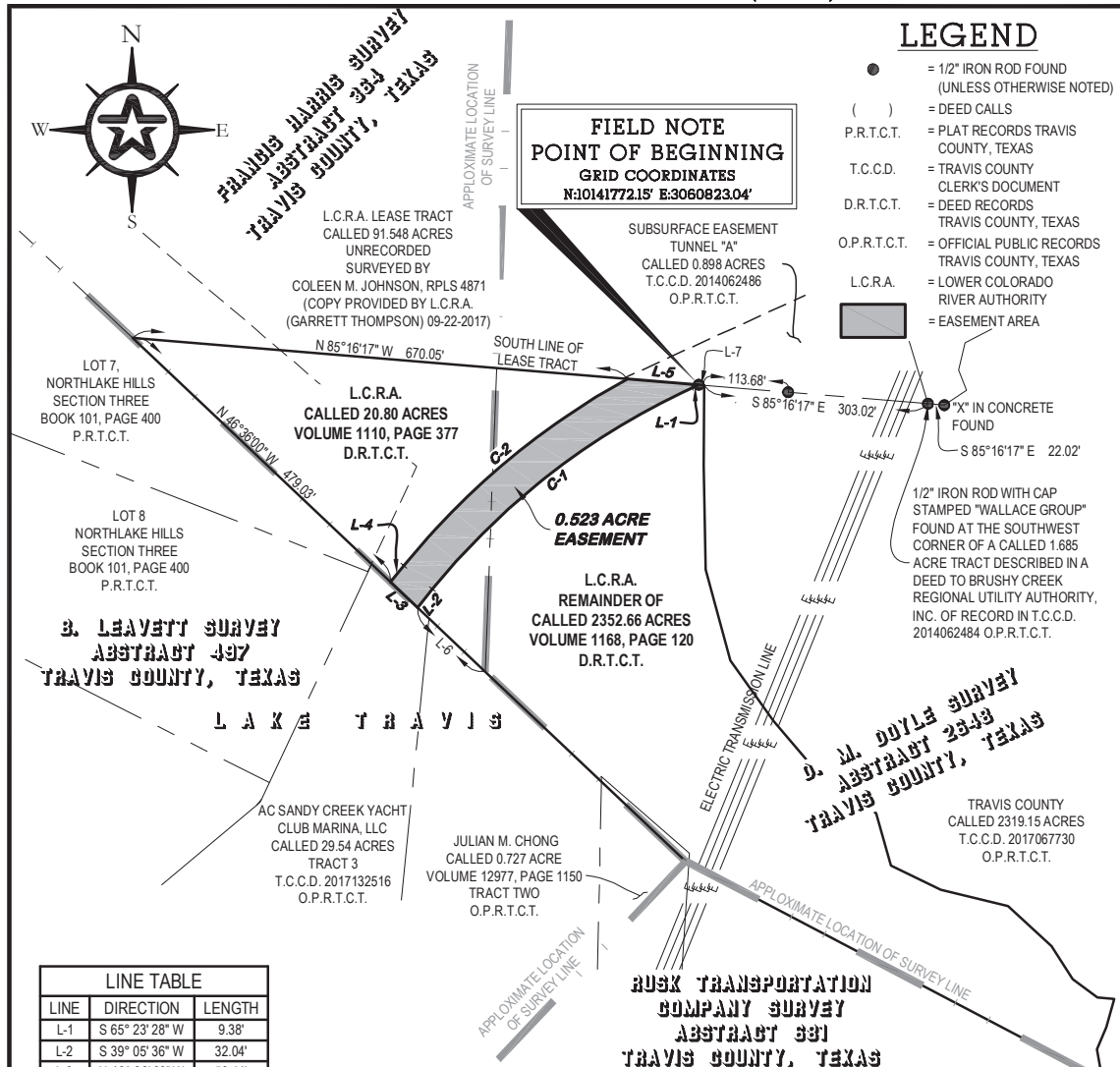
SURVEYED: NOVEMBER 8, 2017
RELEASED: FEBRUARY 26, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1392
FIELD NOTE NO. 60-4
MAP CHECKED: 1/31/2018-JBM

BCRUA LCRA NORTH LOWER COLORADO RIVER AUTHORITY (LC.R.A.)



SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 28, 2017
RELEASE DATE: FEBRUARY 26, 2018

FIELD NOTES ATTACHED HERETO,
MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.523 ACRE) SUBSURFACE WATERLINE EASEMENT
LOCATED IN THE FRANCIS HARRIS SURVEY ABSTRACT 364, AND THE D.
M. DOYLE SURVEY, ABSTRACT 2648, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY
WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT,
THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE
HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER,
THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS,
RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF
RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN
HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON
THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL
ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

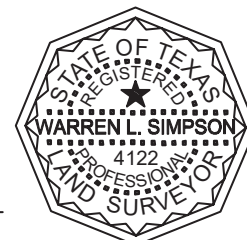
THE DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO COMPUTE
GRID VALUES MULTIPLY SURFACE DISTANCE BY AVERAGE COMBINED
SCALED FACTOR OF 0.9998700169. (SURF X CSF = GRID)

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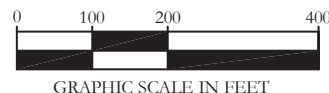
EXHIBIT

OF A 50 FOOT WIDE (0.523 ACRE) SUBSURFACE EASEMENT
LOCATED IN THE FRANCIS HARRIS SURVEY, ABSTRACT 364
AND THE D. M. DOYLE SURVEY, ABSTRACT 2648, IN TRAVIS
COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A
CALLED 2352.66 ACRE TRACT AND A CALLED 20.80 ACRE
TRACT DESCRIBED IN A DEEDS TO THE LOWER COLORADO
RIVER AUTHORITY, OF RECORD IN VOLUME 1168, PAGE 120
AND VOLUME 1110, PAGE 377, RESPECTIVELY, OF THE DEED
RECORDS OF TRAVIS COUNTY, TEXAS.

Warren L. Simpson
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lsimpson@walkerpartners.com



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T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1392 PROJ. NO. 3-00619 DRAFTED 01/26/18
TAB NA F/N NO. 60-4 FB/PG 3-4/60 DRAWN BY JBW
DWG. NAME 3-00619ESMT-PARCEL - LCRA - NORTH.DWG MAP CHK'D 01/26/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL - LCRA - NORTH.DWG, 8.5X14-NO CERT, 2/26/2018 12:15:01 PM, jmontemayor, 1:1



**EASEMENT 1
2.791 ACRE
SUBSURFACE WATER LINE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 2.791 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 2.791 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "RL SURVEYING RPLS 4532" FOUND MARKING THE MOST NORTHERLY CORNER OF A CALLED 7.87 ACRE TRACT DESCRIBED IN TRACT NO. 2, IN SAID DEED TO THE LOWER COLORADO RIVER AUTHORITY, BEING THE NORTH CORNER OF THE "MEYERS" LOT SHOWN ON THE PLAT OF LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN BOOK 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, FROM WHICH A 1" IRON PIPE FOUND MARKING THE WEST CORNER OF SAID "MEYERS LOT" BEARS
S 29°01'37" W – 206.88'

THENCE S 61°36'46" E PARTWAY WITH THE NORTHEAST LINE OF SAID 7.87 ACRE TRACT, PASSING AT 492.57' AN "X" PLACED IN CONCRETE FOR THE NORTH CORNER OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED FROM THE LOWER COLORADO RIVER AUTHORITY TO GREG ATTWOOD, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2000034314 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING THE WEST CORNER OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER T.C.C.D. 1999034469 OF SAID O.P.R.T.C.T., PASSING AT 745.83' A 1/2" IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 1.43 ACRE TRACT AND PARTWAY WITH THE COMMON LINE BETWEEN SAID 159.78 ACRE TRACT AND A CALLED 0.37 ACRE INUNDATION EASEMENT, DESCRIBED IN TRACT NO. 3 IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 609, PAGE 211 OF SAID D.R.T.C.T., A **TOTAL DISTANCE OF 750.98'** TO THE **POINT OF BEGINNING** AND MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT AND THE EAST CORNER OF SAID 0.788 ACRE TRACT;

THENCE S 61°36'46" E – 20.85' WITH THE NORTHEAST LINE OF SAID 159.78 ACRE TRACT ALONG THE SOUTHWEST LINE OF SAID 0.37 ACRE EASEMENT, TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND, MARKING THE MOST EASTERLY CORNER OF A CALLED 14.95 ACRE TRACT DESCRIBED IN TRACT NO. 3 IN SAID DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF SAID D.R.T.C.T., BEING THE MOST EASTERLY CORNER OF LOT 2 OF SAID LAKE TRAVIS SUBDIVISION NO. 6 AND THE RECOGNIZED NORTH CORNER OF THE ROBERT FOSTER SURVEY, ABSTRACT 285, BEARS
S 61°36'46" E – 726.44';

THENCE THROUGH THE INTERIOR OF SAID 159.78 ACRE TRACT, IN LAKE TRAVIS, THE FOLLOWING FOUR (4) CALLS:

- 1) **S 27°35'05" W – 30.72'** TO A POINT AT THE BEGINNING OF A CURVE TO LEFT,
- 2) **AN ARC LENGTH OF 213.33'**, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', CENTRAL ANGLE OF 10°24'09" AND A CHORD WHICH BEARS S 22°23'01" W – 213.04' TO A POINT AT THE END OF SAID CURVE,
- 3) **S 17°10'56" W – 12.36'** TO A POINT, FOR AN INSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 4) **S 72°49'04" E – 13.92'** TO A POINT FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT, AT AN ANGLE POINT IN THE WEST LINE OF A CALLED 1.392 ACRE DESCRIBED IN TRACT 2, IN A DEED TO GREGORY W. SPARKS, OF RECORD UNDER T.C.C.D. 2001131368 OF SAID O.P.R.T.C.T.,

THENCE WITH THE EAST LINE OF SAID 159.78 ACRE TRACT, PARTWAY ALONG THE WEST LINES OF SAID SPARKS TRACT, AND A CALLED 2.76 ACRE DESCRIBED IN TRACT TWO, IN A DEED TO JOHN FASELER, OF RECORD UNDER T.C.C.D. 2017114354 OF SAID O.P.R.T.C.T., THE FOLLOWING EIGHT (8) CALLS:

- 1) **S 19°03'22" W – 138.86'** TO A POINT,
- 2) **S 00°22'53" W – 103.13'** TO A POINT,

- 3) **S 05°48'03" E – 7.30'** TO A POINT AT THE SOUTHWEST CORNER OF SAID SPARKS TRACT, AND THE NORTHWEST CORNER OF SAID FASELER TRACT,
- 4) **S 05°09'10" E – 100.08'** TO A POINT,
- 5) **S 01°38'10" E – 159.40'** TO A POINT,
- 6) **S 32°15'36" W – 85.26'** TO A POINT,
- 7) **S 17°20'03" W – 92.16'** TO A POINT,
- 8) **S 04°58'52" E – 63.97'** TO A POINT AT THE SOUTH CORNER OF SAID FASELER TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE EAST CORNER OF SAID 2.76 ACRE TRACT, BEARS N 56°55'42" E – 82.47', N 56°48'49" E – 428.18' AND N 56°50'56" E – 14.63';

THENCE S 56°55'42" W – 286.52' TO A POINT IN THE BED OF LAKE TRAVIS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT,

THENCE N 17°10'56" E – 954.07' TO A POINT IN THE BED OF LAKE TRAVIS AT THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE AN ARC LENGTH OF 203.05', WITH SAID CURVE TO LAKE TRAVIS HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 09°29'49" AND A CHORD WHICH BEARS N 21°55'51" E – 202.81' TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE SOUTHEAST LINE OF SAID 0.788 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 0.788 ACRE TRACT BEARS S 65°15'10" W – 104.40', S 61°32'12" W – 77.48' AND N 24°40'54" W, PASSING AT 42.95' A 60D NAIL FOUND, PASSING AT 104.18' A 1/2" IRON ROD WITH CAP STAMPED "TERRA FIRMA" FOUND, AT A TOTAL DISTANCE OF 199.93';

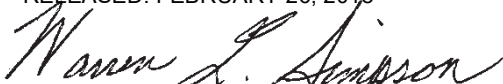
THENCE WITH THE SOUTHEAST LINES OF SAID 0.788 ACRE TRACT, THE FOLLOWING TWO CALLS:

- 1) **N 65°15'10" E – 11.49'** TO A POINT FOR ANGLE,
- 2) **N 55°36'57" E – 46.76'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 2.791 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

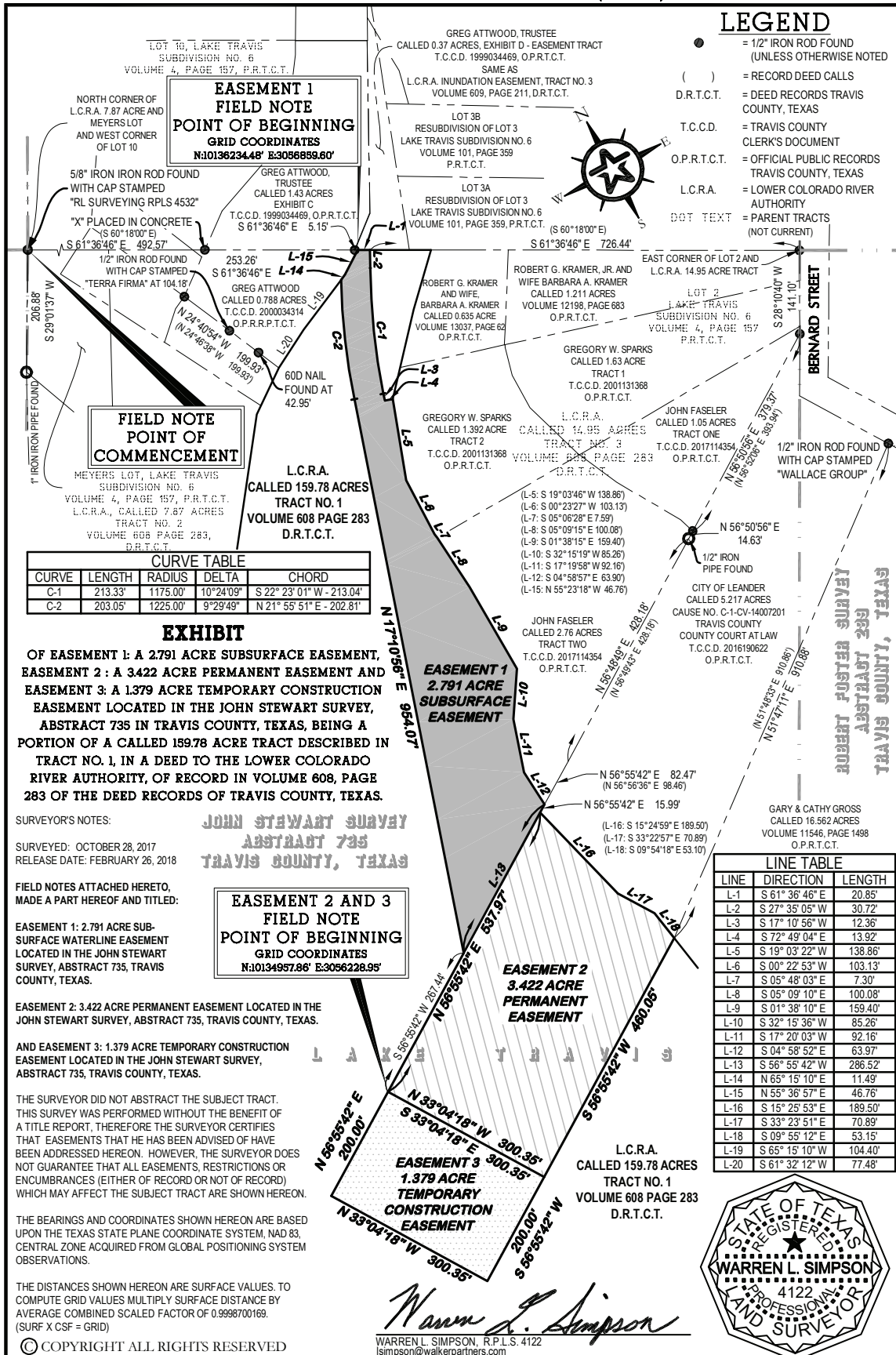
SURVEYED: OCTOBER 28, 2017
RELEASED: FEBRUARY 26, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-1
MAP CHECKED: 01/24/2018 - JBM

BCRUA 060
LOWER COLORADO RIVER AUTHORITY (LC.R.A.).



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 T.B.P.L.S. Registration No. 10194317

PLAT NO. A1-1347 PROJ. NO. 3-00619 DRAFTED 01/23/18
 060-1,060-2
 TAB NA F/N NO. 060-3 FB/PG 3-4/35 DRAWN BY JBW
 DWG. NAME: 3-00619ESMT-PARCEL 060 - LCRA (SOUTH).DWG MAP CHK'D 01/24/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 060 - LCRA (SOUTH).DWG, 8.5X14-NO CERT, 2/26/2018 12:28:00 PM, jmontemayor, 1:1



**EASEMENT 2
3.422 ACRE
PERMANENT EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 3.422 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 3.422 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT IN THE BED OF LAKE TRAVIS, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE WEST CORNER OF CALLED 5.217 ACRE TRACT, DESCRIBED IN CAUSE NO. C-1-CV-14007201 OF THE TRAVIS COUNTY COURT AT LAW, TO THE CITY OF LEANDER, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2016190622 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) BEARS N 56°55'42" E – 537.97', AND A 1/2" IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 14.95 ACRE TRACT DESCRIBED IN TRACT NO. 3 IN A DEED TO LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE D.R.T.C.T. BEARS N 54°25'18" E – 1583.83';

THENCE N 56°55'42" E – 537.97' TO A POINT AT THE WEST CORNER OF SAID 5.217 ACRE TRACT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE EAST CORNER OF A CALLED 2.76 ACRE TRACT DESCRIBED IN TRACT TWO, IN A DEED TO JOHN FASELER, OF RECORD IN T.C.C.D. 2017114384 OF THE O.P.R.T.C.T. BEARS N 56°55'42" E – 98.46', N 56°48'49" E – 428.18' AND N 56°50'56" E – 14.63';

THENCE WITH THE COMMON LINE OF SAID 159.78 ACRE TRACT AND SAID 5.217 ACRE TRACT, THE FOLLOWING THREE (3) CALLS:

- 1) **S 15°25'53" E – 189.50'** TO A POINT FOR ANGLE,
- 2) **S 33°23'51" E – 70.89'** TO A POINT FOR ANGLE,
- 3) **S 09°55'12" E – 53.15'** TO A POINT AT THE SOUTHWEST CORNER OF SAID 5.217 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND WITH CAP STAMPED "WALLACE GROUP" AT THE SOUTHEAST CORNER OF SAID 5.217 ACRE TRACT BEARS N 51°47'11" E – 910.88';

THENCE S 56°55'42" W – 460.05' TO A POINT IN THE BED OF LAKE TRAVIS FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 33°04'18" W – 300.35', RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 3.422 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

SURVEYED: OCTOBER 28, 2017
RELEASED: FEBRUARY 26, 2018

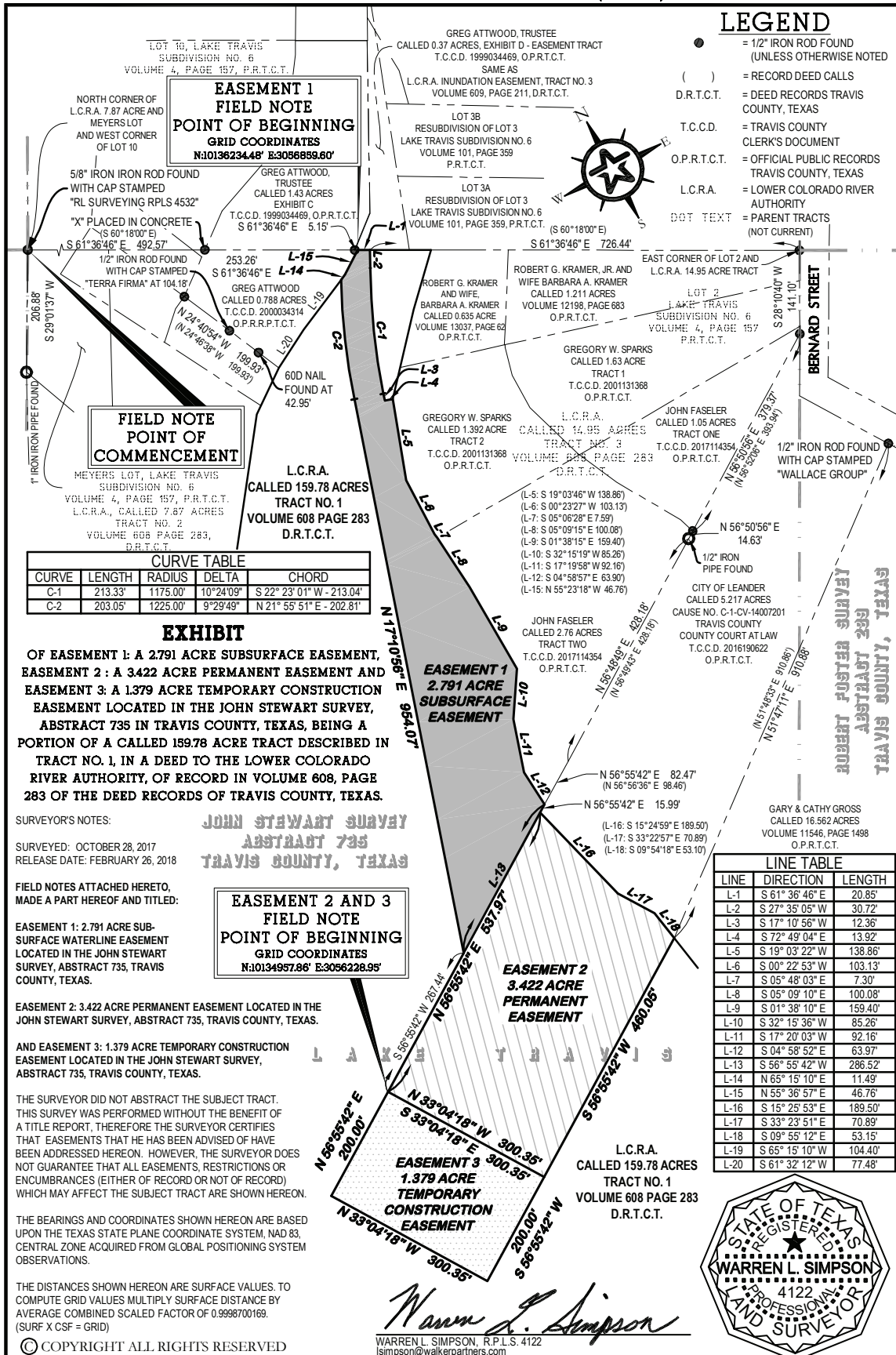
WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-2
MAP CHECKED: 01/24/2018

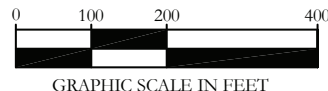
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 T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1347 PROJ. NO. 3-00619 DRAFTED 01/23/18
 060-1,060-2
 TAB NA F/N NO. 060-3 FB/PG 3-4/35 DRAWN BY JBW
 DWG. NAME: 3-00619ESMT-PARCEL 060 - LCRA (SOUTH).DWG MAP CHK'D 01/24/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 060 - LCRA (SOUTH).DWG, 8.5X14-NO CERT, 2/26/2018 12:28:00 PM, jmontemayor, 1:1



**EASEMENT 3
1.379 ACRE
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735,
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 1.379 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.). SAID 1.379 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT IN THE BED OF LAKE TRAVIS, FROM WHICH THE WEST CORNER OF A CALLED 5.217 ACRE TRACT, DESCRIBED IN CAUSE NO. C-1-CV-14007201 OF THE TRAVIS COUNTY COURT AT LAW, TO THE CITY OF LEANDER, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2016190622 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) BEARS N 56°55'42" E – 537.97', AND THE EAST CORNER OF A CALLED 14.95 ACRE TRACT DESCRIBED IN TRACT NO. 3 IN A DEED TO LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE D.R.T.C.T. BEARS N 54°25'18" E – 1583.83';

THENCE S 33°04'18" E – 300.35' TO A POINT IN THE BED OF LAKE TRAVIS, FOR THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND WITH CAP STAMPED "WALLACE GROUP" AT THE EAST CORNER OF SAID 5.217 ACRE TRACT BEARS N 56°55'42" E – 460.05' AND N 51°47'11" E – 910.88';

THENCE S 56°55'42" W – 200.00' TO A POINT IN THE BED OF LAKE TRAVIS, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 33°04'18" W – 300.35' TO A POINT IN THE BED OF LAKE TRAVIS, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N 56°55'42" E – 200.00', RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 1.379 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

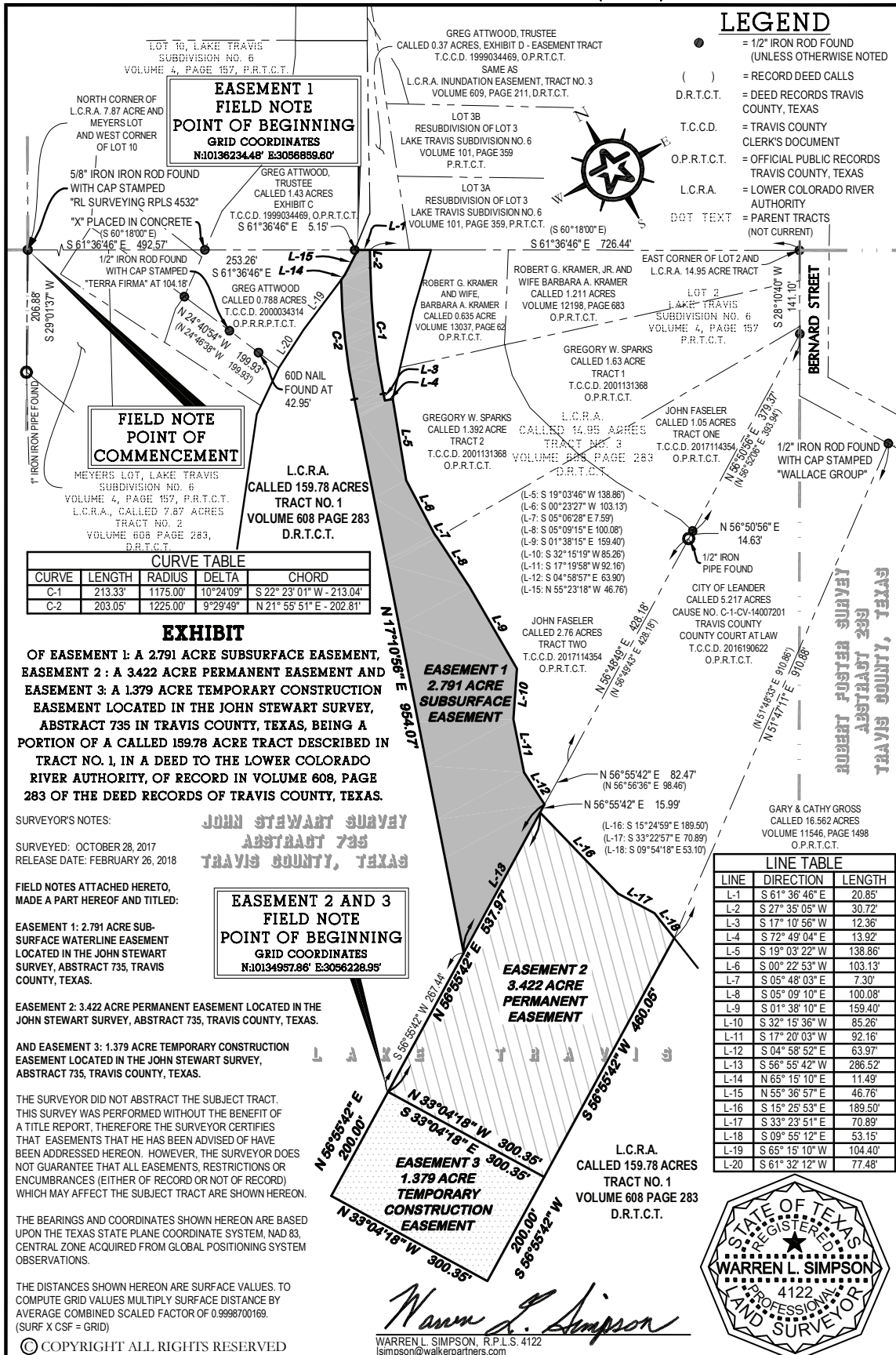
SURVEYED: OCTOBER 28, 2017
RELEASED: FEBRUARY 26, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1347
FIELD NOTE NO. 060-3
MAP CHECKED: 01/24/2018-JBM

BCRUA 060
LOWER COLORADO RIVER AUTHORITY (LC.R.A.).



G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 060 - LCRA (SOUTH).DWG, 8.5X14-NO CERT, 2/26/2018 12:28:00 PM, jmontemayor, 1:1

EXHIBIT "E"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

SUBSURFACE EASEMENT

BCRUA—Phase 2

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
 Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
 Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property A: that certain tract of land consisting of 0.523 acre, more or less, out of the Francis Harris Survey, Abstract 364 and the D.M. Doyle Survey, Abstract 2648, Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes; and

Easement Property B: that certain tract of land consisting of 2.791 acres, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "B", attached hereto and incorporated herein for all purposes; and

For purposes of this document, the term "Easement Property" shall be used when necessary or convenient to refer to Easement Property A and Easement Property B collectively.

SUBSURFACE EASEMENT GRANT:

GRANTOR, for the consideration paid to GRANTOR by GRANTEE, hereby grants, sells, and conveys to GRANTEE a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE'S successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used solely for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing one (1) subsurface raw water intake tunnel with an inside, finished diameter of up to a maximum of one hundred twenty inches (120") and any other appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"); provided, however, that GRANTEE'S rights in the Easement Property are exclusive only to the extent necessary to fulfill the purpose of the easement and shall be limited to that part of the subsurface lying at or below 520' MSL and at or above 460' MSL

In no event shall GRANTEE have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use, except that GRANTEE shall be permitted to do geotechnical testing, including soil and surface testing and boring, prior to construction of the Project. The location and type of such testing shall be submitted to GRANTOR for review and approved in writing by GRANTOR prior to the commencement of any testing. After completion of any and all such geotechnical testing, GRANTEE shall restore the surface of the Easement Property to the condition it was in immediately prior to the testing. GRANTEE shall not place or construct any above-ground facilities or appurtenances whatsoever upon the surface of the Easement Property.

RIGHTS AND RESERVATIONS OF GRANTOR:

GRANTOR shall retain all existing rights to use the Easement Property for any and all purposes, which do not endanger or unreasonably interfere with the rights granted to GRANTEE herein. GRANTOR's reservation of its rights includes, without limitation, the right to place buildings or other permanent structures on the Easement Property as long as excavation for said improvements does not exceed 25' (feet) beneath existing grade. Furthermore, GRANTOR and GRANTEE agree the use of the Easement Property for private or commercial docks, piers, or marinas shall not endanger or unreasonably interfere with the rights granted to GRANTEE herein.

GRANTOR expressly reserves all water, oil, gas, and other minerals owned by GRANTOR, in, on, and under the Easement Property, provided that GRANTOR shall not be permitted to drill or excavate for water, oil, gas and minerals on the surface of the Easement Property, but GRANTOR may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling or other means which do not unreasonably interfere with or disturb the rights granted to GRANTEE herein.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or

below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities constructed under the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

OBLIGATIONS OF GRANTEE:

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to the construction, installation, operation, maintenance and removal of any part of the Project. GRANTEE shall not commence any work on the Easement Property until all applicable Project permits have been issued. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the Project have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681-foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the Project plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

GRANTEE acknowledges and agrees, to the extent allowed by law, that GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the types and minimum coverages of insurance specified in the General Conditions of the construction contract for the Project and attached as Exhibit "C". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

NOTIFICATION: Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, Texas 78664

SUCCESSORS AND ASSIGNS; TERMINATION:

This Subsurface Easement shall be permanent, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the Project is abandoned, or shall cease to be used, for a period of five (5) consecutive years. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their heirs, successors, and assigns. In the event that the governing board of GRANTOR makes an official determination at a posted public meeting that GRANTEE has failed to comply with or is otherwise in breach or default of a material term or condition of this Easement, if such default or breach is not cured within six (6) months after receipt of written notice of such determination from GRANTOR, then GRANTOR, at its option, may terminate this easement and upon such termination, said easement, rights, and privileges shall cease and revert to GRANTOR.

WARRANTY:

Subject to existing matters of record affecting the Easement Property and any land use agreements, licenses, or leases affecting the Easement Property, whether of record or not, GRANTOR warrants and shall forever defend this Subsurface Easement to GRANTEE against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under GRANTOR, but not otherwise.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms “GRANTEE” and “GRANTOR” include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

EXHIBIT "F"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

INTAKE TUNNEL AND RISER FACILITY EASEMENT
BCRUA—Phase 2

STATE OF TEXAS §
COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: that certain tract of land consisting of 3.422 acre, more or less, out of the John Stewart Survey, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes.

SUBSURFACE AND RISER FACILITY EASEMENT GRANT:

GRANTOR, for the consideration paid to GRANTOR by GRANTEE, hereby grants, sells, and conveys to GRANTEE a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE'S successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used solely for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing one (1) subsurface raw water intake tunnel with an inside finished diameter of up to a maximum of one hundred twenty inches (120') , and two (2) vertical riser pipes connecting to the intake tunnel, and any other appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"); provided, however, that GRANTEE'S rights in the Easement Property are exclusive only to the extent necessary to fulfill the purpose of the easement and only for that part of the subsurface lying at or below 520' MSL and at or above 460' MSL (the "Subsurface Tunnel Facility Limits). GRANTEE shall also have non-exclusive rights in the Easement Property outside of the Subsurface Tunnel Facility Limits as follows:

(1) GRANTEE shall have the right to use the Easement Property, including the subsurface, lakebed, water column, lake surface, and any related rivers, tributaries, or lakes managed by GRANTOR within the Easement Property, for establishing, constructing, placing, operating, maintaining, patrolling, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, connecting, or repairing the vertical riser pipes facility and required appurtenances portion of the Project.

(2) GRANTEE shall have the right and obligation to establish, install, maintain, repair, replace, remove or modify warning or boundary signs, buoys, or other similar facilities within the Easement Property in order to limit public access to and otherwise protect the public and the Project, as required by and in accordance with all applicable requirements of, or otherwise negotiated with GRANTOR, the Texas Commission on Environmental Quality, or any other applicable State or Federal law, rules, regulations or agencies. GRANTEE shall not install any buoys, markers, or other similar facilities until it has applied for and obtained a buoy permit from GRANTOR. GRANTEE shall comply with all terms and conditions of the buoy permit.

RIGHTS AND RESERVATIONS OF GRANTOR:

GRANTOR shall retain all existing rights to use the Easement Property, for any and all purposes which do not endanger or unreasonably interfere with the rights granted to GRANTEE herein.

GRANTOR expressly reserves all water, oil, gas, and other minerals owned by GRANTOR, in, on, and under the Easement Property, provided that GRANTOR shall not be permitted to drill or excavate for water, oil, gas or other minerals on the surface of the Easement Property, but GRANTOR may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling or other means which do not unreasonably interfere with or disturb the rights granted to GRANTEE herein.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods, flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities constructed on or under the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

OBLIGATIONS OF GRANTEE:

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to the construction, installation, operation, maintenance and removal of any part of the Project. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the Project have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681 foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the Project plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

GRANTEE acknowledges and agrees that, to the extent allowed by law, GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the types of minimum coverages of insurance specified in the General Conditions of the construction contract for the Project attached as Exhibit "B". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

NOTIFICATION: Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, Texas 78664

SUCCESSORS AND ASSIGNS; TERMINATION:

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their heirs, successors, and assigns. This easement shall be permanent, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the Project is abandoned, or shall cease to be used, for a period of five (5) consecutive years. In the event that the governing board of GRANTOR makes an official determination at a posted public meeting that GRANTEE has failed to comply with or is otherwise in breach or default of a material term or condition of this Easement, if such default or breach is not cured within six (6) months after receipt of written notice of such determination from GRANTOR, then GRANTOR, at its option, may terminate this easement and upon such termination, said easement, rights, and privileges shall cease and revert to GRANTOR.

Within one hundred and eighty (180) days after the termination of the Easement, GRANTEE shall remove all of the vertical riser facility and related appurtenances portions of the Project from the above the limits of the lakebed within the Easement Property and restore the Easement in the removal areas as nearly as possible, to the condition in which said property was found as of the Date hereof. If GRANTEE does not remove the vertical riser facility and related appurtenance portions of the Project and restore the Easement Property above the limits of the lakebed, GRANTOR shall be permitted to remove the vertical riser facility and related appurtenances portions of the Project above the limits of the lakebed and restore the Easement Property in the removal areas, and GRANTEE shall be obligated to reimburse GRANTOR for all reasonable expenditures made by GRANTOR. This reimbursement obligation shall survive the termination of the Easement.

WARRANTY:

Subject to existing matters of record affecting the Easement Property, and any land use agreements, licenses, or leases affecting the Easement Property, whether of record or not, GRANTOR warrants and shall forever defend this Subsurface Easement to GRANTEE against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under GRANTOR, but not otherwise.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "GRANTEE" and "GRANTOR" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT "G"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

BCRUA—Phase 2

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2020

GRANTOR: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

GRANTOR'S MAILING ADDRESS: P.O. Box 220
 Austin, TX 78767-0220

GRANTEE: Brushy Creek Regional Utility Authority, Inc., a domestic local government corporation of the State of Texas

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
 Round Rock, TX 78664

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land, consisting of 1.379 acres, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas, as described by sketch in Exhibit "A", attached hereto and incorporated herein for all purposes.

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to GRANTOR, in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, has this day GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto GRANTEE, a Temporary Construction Easement ("Easement") on the Easement Property to be used as a construction staging area during construction of two (2) vertical riser pipes connecting to the intake tunnel, one (1) water intake tunnel with an inside finished diameter of up to a maximum of one hundred twenty inches (120") and one (1) water transmission pipeline, and appurtenances thereto necessary for the purposes of the transmission of raw water (the "Project"), on property adjacent to the Easement Property.

Such use of the Easement Property may specifically include:

(1) temporary access, materials storage, equipment storage, and other construction-related uses reasonably necessary or desirable to construct the Project on property adjoining the Easement Property. In no event shall GRANTEE construct or install any permanent improvements on the Easement Property; and

(2) use of any GRANTOR managed rivers, tributaries, and lakes upon the Easement Property, for the temporary placement, use, and operation of a boat, barge, or other water borne vehicles, facilities, and equipment as reasonably necessary to carry out the construction of the Project on the adjacent property. Any maritime vehicles or equipment placed and used upon the Easement Property pursuant to this grant shall specifically be allowed and permitted to anchor, tie, or otherwise connect to the existing lakebed if necessary for proper and safe operation. Any facilities used or installed upon the Easement Property shall be completely removed prior to expiration of this Easement; and

(3) GRANTEE's installation of buoys, markers, or other similar facilities, along the boundary of or otherwise within the Easement Property, in order to identify and establish warnings and notice of the limits of the Easement Property perimeter and construction activities as required by and in accordance with all applicable regulatory requirements of, or otherwise negotiated with, GRANTOR, the Texas Commission on Environmental Quality, or any other applicable State or Federal regulations or agencies. GRANTEE shall not install any buoys, markers, or other similar facilities until it has applied for and obtained a buoy permit from GRANTOR. GRANTEE shall comply with all terms and conditions of the buoy permit.

TO HAVE AND TO HOLD the same to GRANTEE, its successors and assigns, together with the right and privilege at all times during the term of this easement to enter the Easement Property for the above-stated purposes. This grant is made on the condition that GRANTEE and its successors and assigns shall replace or repair any and all damage done to any portion of the Easement Property and existing improvements, including but not limited to any lakebed or shoreline, to a condition like or better than that existing before the Project. GRANTEE acknowledges and agrees, to the extent allowed by law, that GRANTOR shall not be liable to GRANTEE or any third parties, for any liabilities, losses, claims, suits, demands, causes of action, costs, expenses, or damages ("Liabilities") whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof. GRANTEE agrees that it will be solely responsible for all Liabilities and to the extent allowed by law to release and indemnify GRANTOR from and against all Liabilities whatsoever arising out of or related to the exercise of GRANTEE's rights under this easement, the Easement Property, or the Project, or any part thereof, including, without limitation, all Liabilities arising under Environmental Laws. Environmental Laws is defined herein as any law, regulation, rules, policies, judicial orders, or common law, relating to the regulation or protection of the environment or to emissions, discharges, releases, or threatened releases of any contaminant, hazardous, or harmful substance into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land, or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemicals or

hazardous or harmful substances. GRANTEE's obligations under this paragraph shall survive any cessation, reversion, or termination of this easement.

GRANTOR expressly reserves the right to vary the level, temperature, or quality of GRANTOR-managed rivers, tributaries, and lakes. GRANTOR specifically reserves the right and privilege to store and impound water on, flow water across, and inundate with water at any time and as many times as GRANTOR may see fit all or any part of the Easement Property that is at or below the 715-foot msl elevation contour, without any compensation or liability to GRANTEE. GRANTOR shall not be liable, by reason of floods flowage, soakage, seepage, erosion, or any other action of water, for any damages on any part of the Easement Property and/or any facilities located on the Easement Property which may be caused in whole or in part by the operation or maintenance of any one or more of GRANTOR-managed dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water.

GRANTEE shall at all times comply with GRANTOR'S Highland Lakes Watershed Ordinance (or any successor ordinance), as it may be amended from time to time, to the extent such ordinance is applicable to GRANTEE'S activities on the Easement Property. GRANTEE shall not commence any work on the Easement Property until the plans, specifications, and schedule for the construction of the PROJECT have been reviewed and approved in writing by GRANTOR. In addition, GRANTEE shall implement a GRANTOR-approved water quality monitoring and turbidity control plan for any work performed underwater that will disturb the lakebed. Said plan must be submitted to GRANTOR for review and approved in writing by GRANTOR prior to GRANTEE'S beginning any work below the 681-foot contour. Should it be necessary for the safe operation and maintenance of GRANTOR's river, tributaries, or lakes to make changes to the PROJECT plans, specifications, or schedule, or the water quality monitoring and turbidity control plan, GRANTEE shall promptly implement such changes upon receipt of written notice from GRANTOR. Further, GRANTEE shall conduct all of its activities in full compliance with all applicable federal, state, and local laws and ordinances and shall be solely responsible for obtaining all required permits, licenses, or other approvals required for the Project.

If GRANTEE engages contractors or subcontractors to work on the Project, GRANTEE shall require such contractors and subcontractors to carry insurance that matches or satisfies the type of minimum coverages of insurance specified in the General Conditions of the construction contract for the Project as attached in Exhibit "B". Any contractor or subcontractor insurance policies shall be written by an insurance company or companies with a current Best's Insurance Guide Rating of A - IX or better and authorized to transact business in the State of Texas, and shall include an endorsement naming GRANTOR as an additional insured during periods of work upon the Easement Property.

Any notifications required or deemed necessary herein to be provided to GRANTOR or GRANTEE shall be submitted to the following:

GRANTOR

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220
Attn: Real Estate

GRANTEE

Brushy Creek Regional Utility Authority, Inc.
221 E. Main Street
Round Rock, TX 78664

The rights conveyed in this Temporary Construction Easement shall commence on the day that is 30 days after GRANTOR'S receipt of written notice from GRANTEE that GRANTEE intends to enter the Easement Property and begin construction of the Project on adjoining property and shall automatically expire upon the earlier of (a) completion of the Project, (b) five (5) years from the date the Temporary Construction Easement commences, or (c) August 31, 2030.

This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Travis County, Texas and land use agreements, licenses, or leases affecting the Easement Property, whether of record or not.

GRANTOR:

LOWER COLORADO RIVER AUTHORITY

By: _____

Senior Vice President, Enterprise Services

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, Senior Vice President, Enterprise Services for the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public, State of Texas

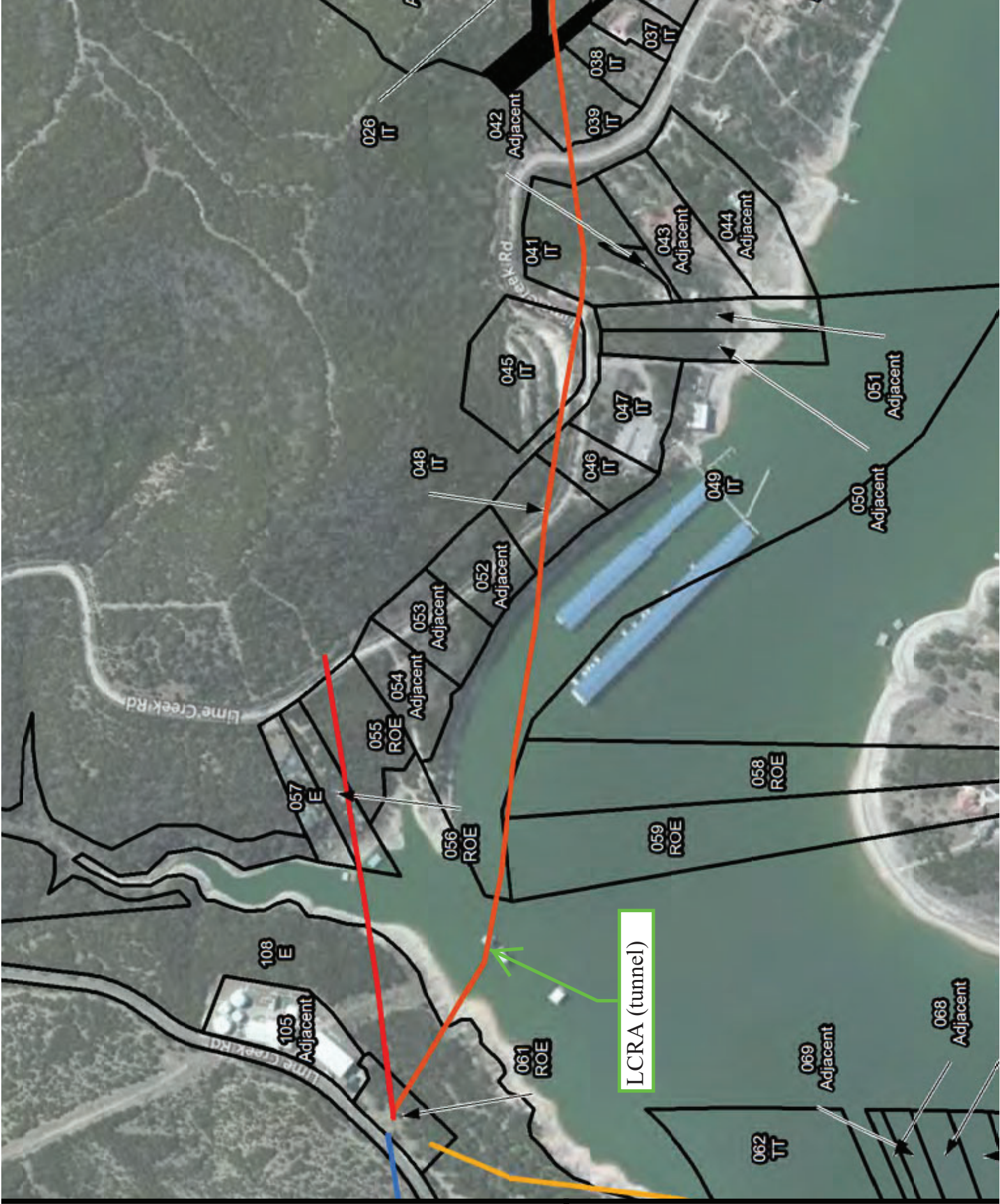
AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752



VALUATION OF THE ACQUISITIONS







EASEMENT MAP – TRACT 2
WHOLE PROPERTY (YELLOW)
SUBSURFACE TUNNEL EASEMENT (BLUE)



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding the Community Development Block Grant (CDBG) 2019 Consolidated Annual Performance Evaluation Report (CAPER).

Type: Public Hearing

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-2198

The CAPER report provides accountability to the public by describing successes in meeting objectives stipulated in the Five Year Consolidated Plan and also provides necessary information for HUD's Annual Report to Congress. The CAPER also provides necessary information for HUD to meet its statutory requirement to assess Round Rock's ability to carry out relevant programs in compliance with all applicable rules and regulations. The CAPER is due at the HUD San Antonio field office by December 29, 2020.

The public comment period was December 1, 2020 to December 18, 2020. The public notice appeared in the Round Rock Leader on November 28, 2020 and was also posted at City Hall on November 25, 2020.



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider public testimony regarding, and an ordinance rezoning a 2.92-acre tract located at the southwest corner of Chisholm Trail Road and W. Old Settlers Boulevard from the LI (Light Industrial) zoning district to the C-1a (General Commercial - Limited) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Photo, Vicinity Map with surrounding zoning

Department: Planning and Development Services Department

Text of Legislative File 2020-0360

The approximately 3-acre property located at the southwest corner of Chisholm Trail Rd. and W. Old Settlers Blvd., was zoned as LI (Light Industrial) in 1981 and has remained undeveloped since that time. The rezoning is being requested by the owner, Chisholm Trail Developers Venture, LTD. The request is to rezone the 3-acres from LI (Light Industrial) to C-1a (General Commercial - limited). The Comprehensive Plan 2030 supports commercial uses at this location. The C-1a district allows retail, restaurant and office uses, while prohibiting some uses. The site will have driveway access to both Chisholm Trail Rd. and W. Old Settlers Blvd. These driveway locations will be subject to the City's standards for separation from intersections. Turning movements from these driveways will be limited by the configuration of the two roadways. The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of the rezoning at their meeting on November 18, 2020. There were no speakers at the public hearing.

ORDINANCE NO. O 2020 0360

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK , TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2.2.1 , CODE OF ORDINANCES 2018 EDITION , CITY OF ROUND ROCK , TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT TO REZONE 2.92 ACRES OF LAND, OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN ROUND ROCK , WILLIAMSON COUNTY, TEXAS, FROM DISTRICT LI LIGHT INDUSTRIAL TO DISTRICT C 1A GENERAL COMMERCIAL LIMITED AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 2.92 acres of land, out of the David Curry Survey, Abstract No. 130, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from District LI (Light Industrial) to District C-1a (General Commercial - Limited), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 18th day of November, 2020, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit "A" be zoned District C-1a (General Commercial - Limited), and

WHEREAS, on the 17th day of December, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District C-1a (General Commercial - Limited); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District C-1a (General Commercial - Limited).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District C-1a (General Commercial - Limited).

III.

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

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

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2020.

Alternative 2.

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION

FOR A 2.923 ACRE TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK A, CHISHOLM TRAIL TECH CENTER SECTION 1 LOT 2, RECORDED IN DOCUMENT NO. 2020064560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THE REMNANT PORTION OF THE CALLED 6.75 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THE REMNANT PORTION OF THE CALLED 83.167 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.923 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "BAKER-AICKLEN" monumenting the northeast corner of said Lot 2, Block A, and the northwest corner of the called 0.108 acre tract of land conveyed to the City of Round Rock, recorded in Document No. 2001073578 of the Official Public Records of Williamson County, Texas, same being on the south boundary line of the called 1.9528 acre tract of land conveyed to the State of Texas, recorded in Volume 789, Page 146 of the Deed Records of Williamson County, Texas, same being on the south right-of-way line of W. Old Settlers Boulevard (F.M. 3406) and the west right-of-way line of Chisholm Trail Road (County Road 173) a variable width right-of-way, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the east boundary line of said Lot 2, Block A, the west boundary line of said 0.108 acre City of Round Rock tract and said west right-of-way line of Chisholm Trail Road, the following two (2) courses and distances:

1. **S 50°35'19" E** for a distance of **61.14 feet** to an iron rod found with cap marked "BAKER-AICKLEN" monumenting an angle point;
2. **S 00°30'22" E** for a distance of **151.85 feet** to an iron rod found with cap marked "BAKER-AICKLEN" monumenting, the southwest corner of said 0.108 acre City of Round Rock tract and the northwest corner of the called 1.273 acre tract of land (Tract 3) conveyed to the City of Round Rock, recorded in Document No. 2003093096 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 00°25'10" E** with the east boundary line of said Lot 2, Block A, the west boundary line of said 1.273 acre City of Round Rock tract and said west right-of-way line of Chisholm Trail Road for a distance of **107.26 feet** to a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the southeast corner of said Lot 2, Block A and the northeast corner of said remnant portion of the called 83.167 acre Chisholm Trail Developers Venture, LTD. tract, for the southeast corner hereof,

THENCE, **N 90°00'00" W** in part with the south boundary line of said Lot 2, Block A, in part through the interior of said 83.167 acre Chisholm Trail Developers Venture, LTD. Tract, and in part through the interior of said 6.75 acre Chisholm Trail Developers Venture, LTD. tract, passing at a distance of 245.27 feet a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the southwest corner of said Lot 2, Block A, in all a total distance of **561.99 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the interior of said 6.75 acre Chisholm Trail Developers Venture, LTD. Tract, for the southwest corner hereof;

THENCE, **N 22°21'04" W** continuing through the interior of said remnant portion of the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract for a distance of **112.28 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north boundary line of said remnant portion of the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract, the south boundary line of said 1.9528 acre State of Texas tract and said south right-of-way line of W. Old Settlers Boulevard, for the northwest corner hereof, from which a TXDOT Type II monument found (brass disc in concrete) monumenting an angle point in said north boundary line of the remnant portion of the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract, the south boundary line of said 1.9528 acre State of Texas tract and said south right-of-way line of W. Old Settlers Boulevard, bears S 68°43'25" W for a distance of 260.76 feet;

THENCE, in part with said north boundary line of the remnant portion of the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract and said north boundary line of Lot 2, Block A, same being with said south boundary line of the 1.9528 acre State of Texas tract and said south right-of-way line of W. Old Settlers Boulevard, the following two (2) courses and distances:


1. **N 68°43'25" E** passing at a distance of 360.53 feet to a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the northeast corner of said remnant portion of the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract and the northwest corner of said Lot 2, Block A, in all a total distance of

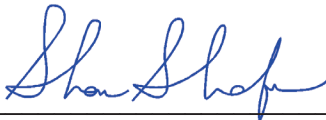
365.85 feet to a TxDOT Type II monument found (brass disc in concrete) monumenting the beginning of a curve to the right;

2. With said curve to the right an arc length of **223.31 feet**, said curve having a radius of **1213.24 feet**, a delta angle of **10°32'46"** and a chord which bears **N 74°02'27" E** for a distance of **223.00 feet** to the **POINT OF BEGINNING** hereof and containing 2.923 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

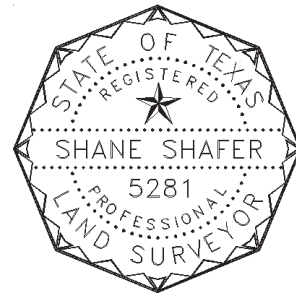
 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



SEPTEMBER 17, 2020

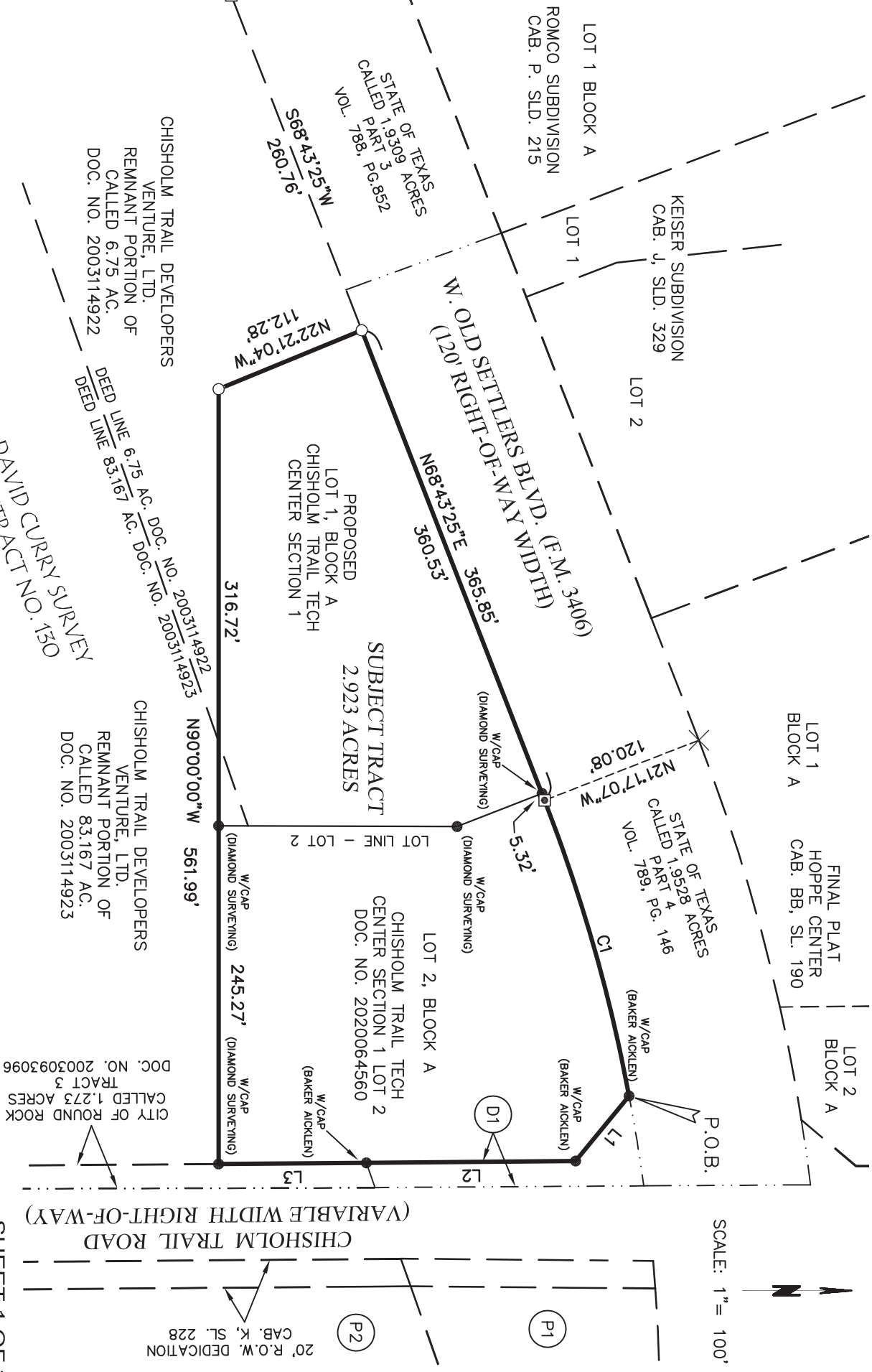
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WAELTZ & PRETE\CHISHOLM TRAIL TECH CENTER - WEST SIDE\REZONE TRACT M&B-SKETCH\CHISHOLM TRAIL REZONING TRACT m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.923 ACRE TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK A, CHISHOLM TRAIL TECH CENTER SECTION 1 LOT 2, RECORDED IN DOCUMENT NO. 2020064560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THE REMNANT PORTION OF THE CALLED 6.75 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THE REMNANT PORTION OF THE CALLED 83.167 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.923 ACRE TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK A, CHISHOLM TRAIL TECH CENTER SECTION 1 LOT 2, RECORDED IN DOCUMENT NO. 2020064560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THE REMNANT PORTION OF THE CALLED 6.75 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THE REMNANT PORTION OF THE CALLED 83.167 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003114923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S50°35'19"E	61.14'
L2	S00°30'22"E	151.85'
L3	S00°25'10"E	107.26'

DEED INFORMATION FOR THE CITY OF ROUND ROCK, TEXAS RIGHT-OF-WAY TRACTS
D1
CITY OF ROUND ROCK CALLED 0.108 AC. DOC. NO. 2001073578

PLAT INFORMATION	
LOT 1 BLOCK A	P1
HOPPE SUBDIVISION CAB. J, SL. 167	
FINAL PLAT SUBDIVISION OF THE CRACKER BARREL PROPERTY CAB. K, SL. 228	P2

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	1213.24'	223.31'	103°2'46"	N74°02'27"E
				CHORD LENGTH 223.00'

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND DOES NOT SHOW ANY EASEMENTS THAT AFFECT THE SUBJECT TRACT.

LEGEND

- IRON ROD FOUND
- ◻ TxDOT TYPE II MONUMENT FOUND (BRASS DISC IN CONCRETE)
- ✕ "X" SCRIBE FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ADJOINING BOUNDARY LINES
- P.O.B. POINT OF BEGINNING


SHANE SHAFER, R.P.L.S. NO. 5281

SEPTEMBER 17, 2020
DATE

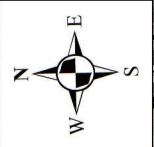


IH 35 FR

Chisholm Trail Rd

**Subject Tracts
2.92 ac.**

W Old Settlers Blvd



IH 35 FR

C1

C1

Chisholm Trail Rd

C-1a

PUD

L1

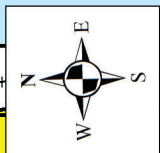
PF3

Subject Tracts
2.92 ac.

W Old Settlers Blvd

L1

SF-2





City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider an ordinance changing the name of a portion of Oakmont Drive to N. Mays Street. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$0.00

Indexes:

Attachments: Ordinance, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0362

This item will change the name of an existing portion of Oakmont Drive to North Mays Street. The newly constructed portion of N. Mays Street, which extends from Paloma Drive to the ninety-degree bend of Oakmont Drive, is being managed by Williamson County and will be finished this month. The existing portion of Oakmont which extends south from University Boulevard up to the newly constructed segment of road will change names to North Mays Street to provide continuity. The existing portion of Oakmont Drive extending east from the newly constructed segment of road to Cypress Boulevard will remain unchanged. Notices have been sent to all affected property owners and tenants, and the USPS has been formally notified as well. In circumstances like this, the USPS initiates automatic mail forwarding to ensure no mail sent to an old Oakmont address is undelivered.

ORDINANCE NO. O 2020 0362

**AN ORDINANCE CHANGING THE NAME OF A PORTION OF
OA MONT DRIVE TO N. MAYS STREET PROVIDING 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 a portion of the street now known as Oakmont Drive, as shown on Exhibit
“A”, is hereby changed to N. Mays Street.

II.

All references to this street name in The Code of Ordinances (2018 Edition), City
of Round Rock, Texas, are hereby amended to reflect said change.

III.

All existing speed zones and traffic control signs on this street are hereby
amended to reflect this change of name.

IV.

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

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

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

formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2020.

Alternative 2.

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**EXHIBIT
"A"**

N IH 35

N Mays St

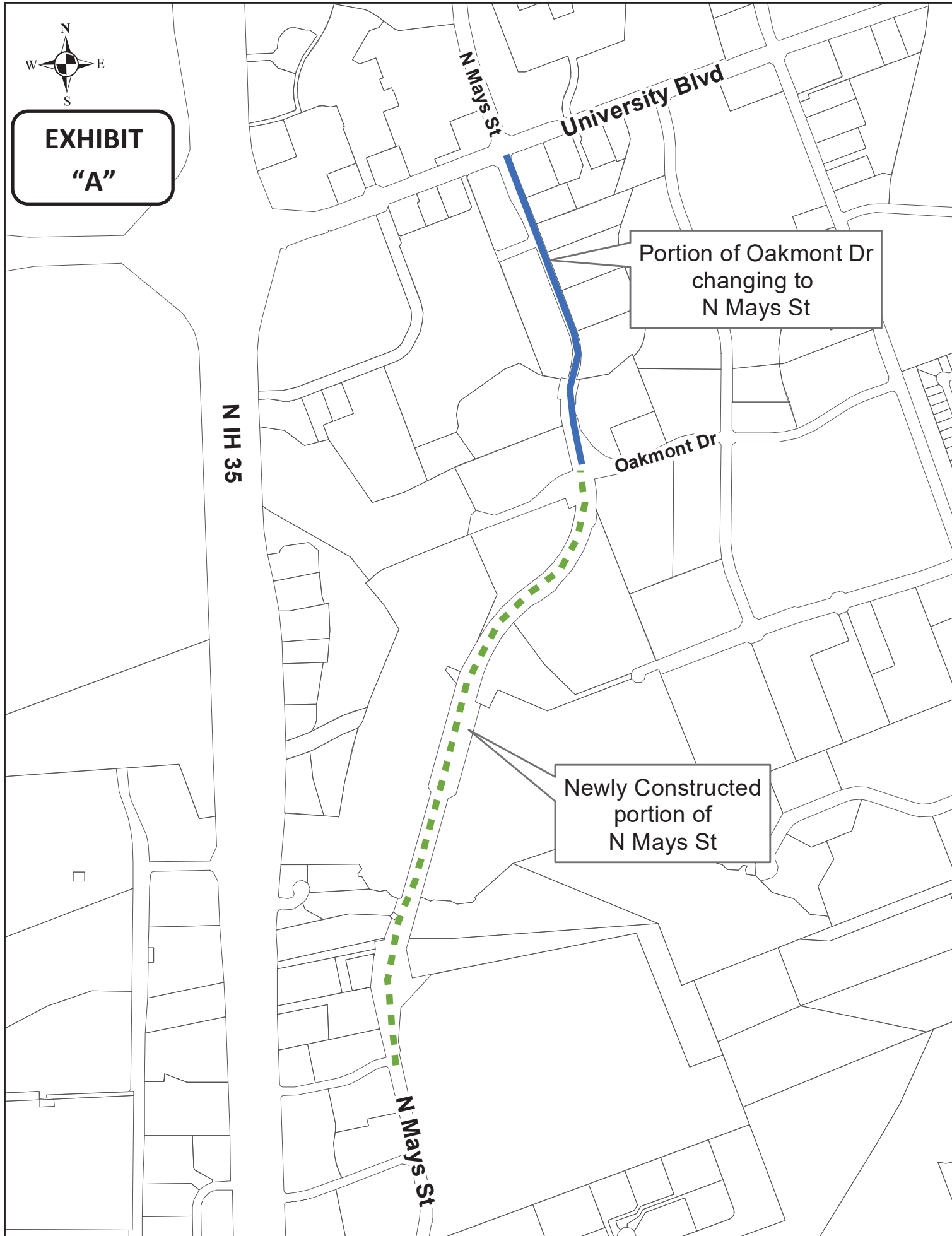
University Blvd

Portion of Oakmont Dr
changing to
N Mays St

Oakmont Dr

Newly Constructed
portion of
N Mays St

N Mays St





City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider public testimony regarding, and an ordinance amending Chapter 4, Section 4-82, Code of Ordinances (2018 Edition), regarding water and wastewater impact fees. (First Reading) (Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance - Redline, Exhibit A, Approval Letter

Department: Utilities and Environmental Services

Text of Legislative File 2020-0361

The City last updated the water and wastewater impact fees in March 2016. At that time, the City made a commitment to review the existing impact fees that new customers are charged for tying into the water and wastewater systems every three years. As part of the process to update the impact fees, the City reviewed and updated the existing land use plan, annexation plan, and the water and wastewater system capital improvement/master plans.

Since the latest plan updates, there are several projects that are anticipated over the next 10 years that will have a direct influence on the new impact fees. These improvements have been included in our Updated Water and Wastewater System Master Plans and in the new impact fee calculation. The current impact fees that are charged to new customers connecting to the City's water and wastewater system are \$4,025 for water and \$2,099 for wastewater per Living Unit Equivalent (LUE).

The proposed impact fees for new customers connecting to the City's water and wastewater system would be \$4,234 and \$1,799 per LUE respectively. If approved, these new impact fees will be assessed to new customers with plats recorded after February 1, 2021. A presentation of the report of the proposed impact fees was made to the City's Capital Improvement Advisory Committee (CIAC) on November 4, 2020. A recommendation letter from the CIAC is provided in the final report, and is included in the Council packet.

At the November 12th City Council meeting, the Council set the date for the Public Hearing for December 17th. The Texas Local Government Code requires that the City post a notice for a Public Hearing in a newspaper of general circulation in each County in which the Political Subdivision is located, 30 days in advance of the Public Hearing. Therefore, the City advertised the impact fee update in the Round Rock Leader on November 14th.

ORDINANCE NO. O 2020 0361

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 4, ARTICLE VI, SECTION 4 82, CODE OF ORDINANCES 2018 EDITION , CITY OF ROUND ROC , TEXAS, REGARDING WATER AND WASTEWATER IMPACT 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 ROC , TEXAS

I.

That Zoning and Development Code, Chapter 4, Article VI, Section 4-82(f), subsections (2) and (3), Code of Ordinances (2018 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

S . 4 82. W .

(f) Impact fees per service unit.

(2) Beginning on ~~March 1, 2016~~February 1, 2021, the city shall assess and collect per service unit to be served by the city's water system a water impact fee of ~~\$4,025.00~~\$4,234.00.

(3) Beginning on ~~March 1, 2016~~February 1, 2021, the city shall assess and collect per service unit to be served by the city's wastewater system a wastewater impact fee of ~~\$2,099.00~~\$1,799.00.

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.

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

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

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

CITY OF
Round Rock

Impact Fee Report

Report / October 20, 2020



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5.0	METHODS OF CAPITAL PAYMENT	10
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7.0	ADVISORY COMMITTEE ACTIONS AND RECOMMENDATIONS	13

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1.0 Introduction and Summary

The City of Round Rock (City) is currently updating its impact fees to reflect the latest 10-year Capital Improvements Program (CIP) from the City's latest master plan. The CIP reflects the latest information about future projects. This report establishes the maximum impact fee applicable to the City of Round Rock.

Raftelis has completed the impact fee study in compliance with Chapter 395 of the Texas Local Government Code. Chapter 395 dictates how impact fees are calculated in Texas. This report outlines the details of the impact fee study.

As a result of the study, the maximum allowable impact fee that may be adopted was calculated. Chapter 395 allows either a rate credit by other methods of payment for utility capital by a new customer or a reduction of the unit capital costs by 50% to calculate the maximum allowable fee. The maximum fee amount is the maximum fee the city may lawfully charge based on given capital improvements, existing capacity, and the selected rate credit. City Council does not have to select the maximum rate and may select fees lower than the maximum allowable to be assessed.

Per this report, the Raftelis and the Capital Improvement Advisory Committee (CIAC) have reviewed the overall water and wastewater maximum fees by classification. The water maximum fee is based on water supply, water treatment, pumping, storage, and transmission classifications. The wastewater maximum fee is based on wastewater treatment, pumping, and interceptor classifications. By utilizing these classifications, the City may add or subtract categories to reflect the developer's contribution. For example, if a developer is contributing the water transmission lines, then the water transmission classification may be removed from the fee. In the future, if the City chooses to provide wholesale service to utilities, then these classifications may be used to calculate impact fees for relevant customers. Local distribution lines are not included in the impact fee calculations. Typically, distribution lines are contributed by the developers.

The design assumptions, service demand assumptions, and planning costs were obtained in coordination with the City and the City's engineers. The financial information was provided by the City. Raftelis utilized all this information to calculate a maximum impact fee.

2.0 Land Use Assumptions

Figures 1 and 2 show the service area for the study. This reflects the area where the impact fee will be applied. The acres served represent the City's ETJ and certified water and wastewater service areas. The acreage is then further broken down into classifications.

Table 1 shows the current and future land use assumptions in the model. The 2020 classifications are based on current land uses. Currently, the ETJ is 37,077 acres with 28,892 water service area acres and 32,352 wastewater service area acres. The projected 2030 numbers do not change in total acreage but change in use of acreage. The change in acreage and the usage of acreage is based on extensive research by City staff and its engineering consultants.

Figure 1 Water Service Area Map

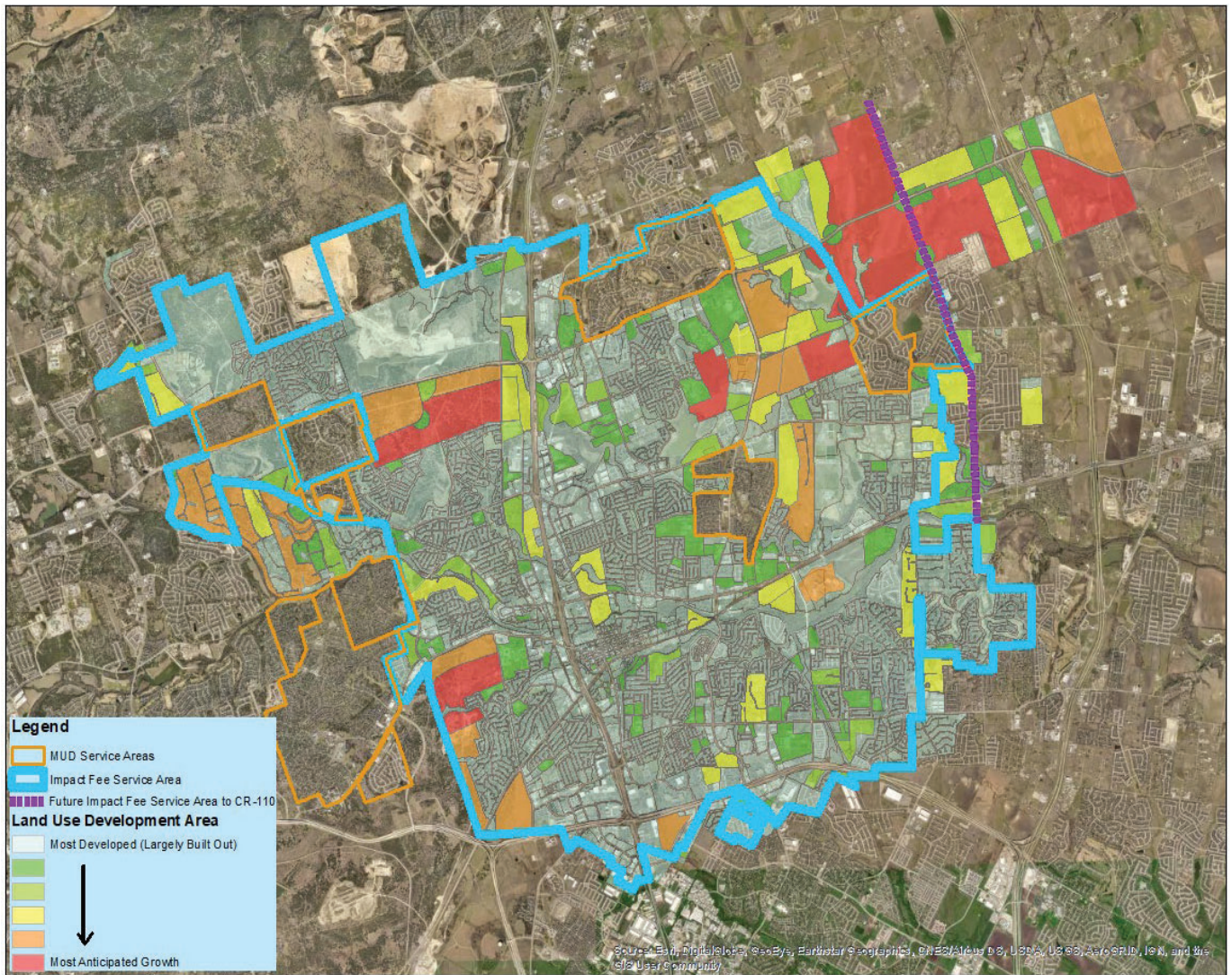


Figure 2 Wastewater Service Area Map

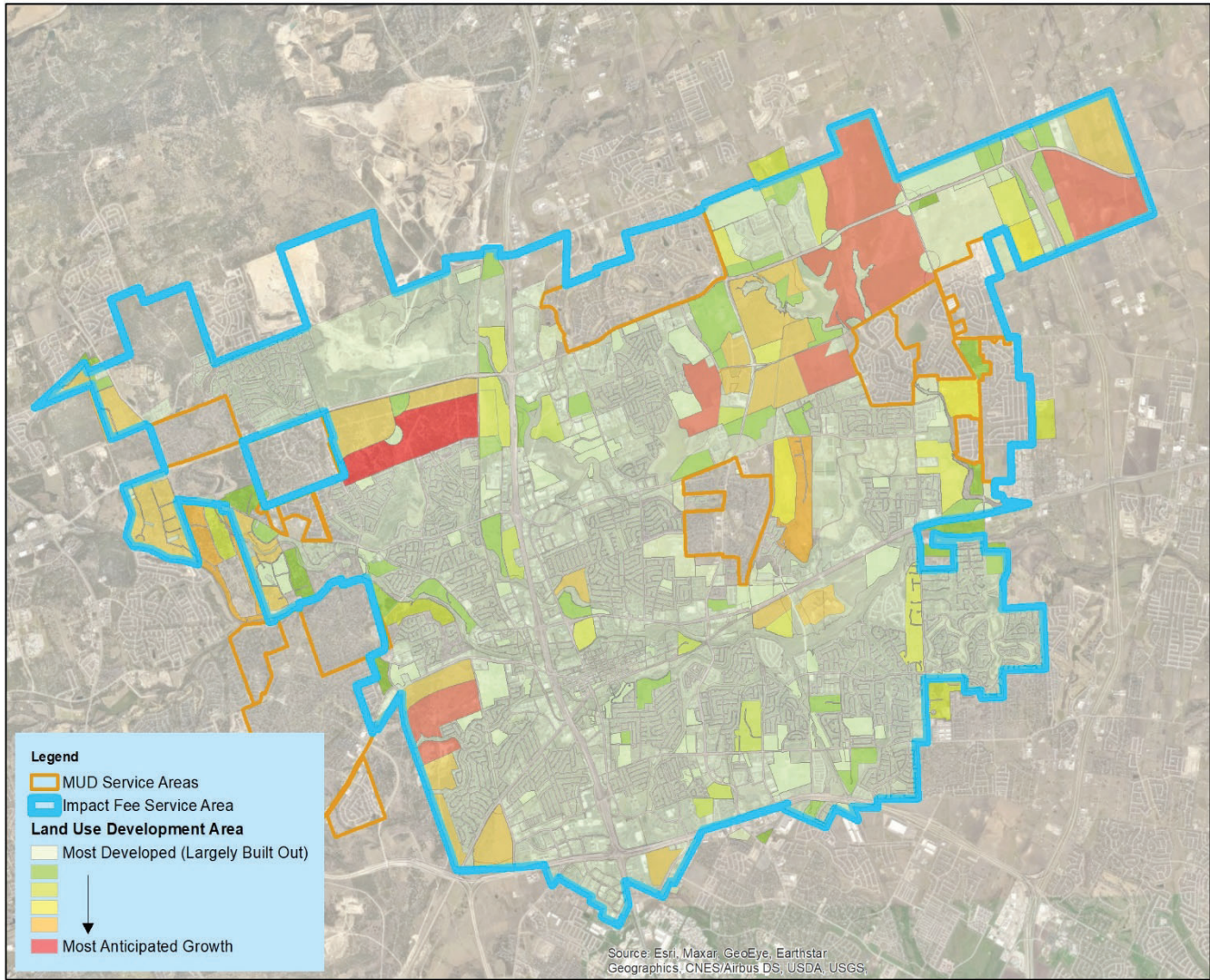


Table 1 Land Use Assumptions

Land Use Classification	2020			2030		
	ETJ Acres	Water Acres	WW Acres	ETJ Acres	Water Acres	WW Acres
Agricultural/Undeveloped	8,987	5,493	8,556	6,843	3,959	6,412
Commercial	3,076	2,308	2,725	3,334	2,547	2,983
Educational Facility	1,257	645	1,016	1,691	710	1,450
Government/Institutional	1,171	616	1,110	1,171	732	1,110
Industrial	663	824	619	686	871	642
Mining	1,594	1,512	1,560	1,631	1,549	1,597
Mixed-Use	21	265	21	272	270	272
Multi-Family	905	751	816	924	1,090	835
Recreational/Parkland/Open Space/Drainage	6,212	7,837	5,564	6,212	7,295	5,564
Residential	13,191	8,641	10,365	14,313	9,869	11,487
Total	37,077	28,892	32,352	37,077	28,892	32,352

3.0 Current and Projected Utility Demand and Supply

Table 2 displays the current counts of water and wastewater meters in Round Rock. The meter counts were provided by the City. The table displays the number of meters and the Living Unit Equivalent (LUE) conversion factor used. The typical single-family household in Round Rock uses a 5/8" meter. The 5/8" meter represents one LUE.

The LUE conversion factors are primarily based on standard AWWA meter equivalent ratios, with the exception of the 3" meter. Meters larger than 5/8" are defined in terms of a 5/8" meter. For example, a 2" meter has a conversion factor of 8 LUEs/meter. The 3" has a conversion factor of 16 LUEs instead of the 15 LUEs that the AWWA standard calls for. This factor is set according to Round Rock's internal conversion standards. The conversion factors, along with the numbers of meters, are then used to determine the service demand for water and wastewater. This allows for an intuitive process when calculating correct impact fees for developments, especially for developments with meters larger than 5/8".

Table 2 Water and Wastewater LUEs

Water Meter Size	Living Unit Equivalents (LUEs per Meter) (a)	Number of Meters in 2020 (b)	Number of LUEs in 2020
WATER			
5/8"	1.00	33,232	33,232
3/4"	1.50	532	798
1"	2.50	687	1,718
1.5"	5.00	548	2,740
2"	8.00	668	5,344
3"	16.00	167	2,672
4"	25.00	56	1,400
6"	50.00	27	1,350
8"	80.00	48	3,840
10"	115.00	4	460
Total Water		35,969	53,554
WASTEWATER			
5/8"	1.00	32,756	32,756
3/4"	1.50	373	560
1"	2.50	299	748
1.5"	5.00	487	2,435
2"	8.00	559	4,472
3"	16.00	120	1,920
4"	25.00	48	1,200
6"	50.00	22	1,100
8"	80.00	33	2,640
10"	115.00	1	115
Total Wastewater		34,698	47,945
(a) Derived from AWWA C700-C703 standards for continue rated flow performance scaled to 5/8" meter.			
(b) Source: City of Round Rock, meter count as of November 2019			

Table 3, below, presents the projected growth of LUEs for water and wastewater service. Water connections are estimated to grow by 9,627 over the ten-year period (963 per year). For wastewater, the connections are estimated to grow by 7,430 over the ten-year period (743 per year). These growth projections come from the City's master plan document, which estimates annual water population growth of 2.4% and annual wastewater population growth of 2% over the ten-year period. The projected LUE's then increase at the same rate as the connections. In 2030, water LUEs are projected to be at 67,887 LUEs and wastewater LUEs are projected to be at 58,212 LUEs.

Table 3 Estimated Water and Wastewater Growth

Year	Water			Wastewater		
	Connections	LUEs	Population	Connections	LUEs	Population
2020	35,969	53,554	141,460	34,698	47,945	144,209
2030	45,596	67,887	179,322	42,128	58,212	175,090

Table 4 shows the assumptions used to calculate the various LUE conversion factors. These assumptions were determined based on conversations with City staff. Each impact fee category, such as water supply, must be converted from gallons to equivalent LUEs. For example, to calculate a supply conversion factor, the gallons per capita per day (gpcd) is multiplied by persons per household to calculate a 350 gallons per day (gpd) per LUE conversion factor.

Table 4 Capacity Estimates

2020				2030			
Gallons Per Capita per Day (gpcd)	Persons per Household	Treatment Peaking Factor	Pumping Peaking Factor	Gallons Per Capita per Day (gpcd)	Persons per Household	Treatment Peaking Factor	Pumping Peaking Factor
140	2.5	2.0	1.6	140	2.5	2.0	1.6

Tables 5 and 6 display the existing capacities and estimated demands for water and wastewater, respectively. Growth in demand is based on the growth in connections. The current and projected service demands are compared to the existing capacities. It should be noted that although elevated storage appears to need capacity investments over the ten-year study period, ground storage delivers the same benefit to Round Rock, so the combined capacities are more than met. The estimated capacities for wastewater pumping are calculated differently than the other capacities. Most of Round Rock's wastewater pumping capacity is served by gravity pumping, so lift stations are only needed in certain areas of Round Rock. To accurately reflect wastewater pumping capacity/demand, Raftelis and City staff calculated the capacity for the areas that utilize pumping capacity in the system.

Table 5 Water Capacities

Facility Type	2020	2030	10-Yr Demand Increment	2020 LUE Conversion Factor	2030 LUE Conversion Factor
Supply					
Existing 2020 Capacity (mgd)	32.68	32.68			
Est. Service Demand	18.74	23.76	5.02	350	350
Excess (Deficiency)	13.94	8.92		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	93,371	93,371			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	39,818	25,484			
Treatment					
Existing 2020 Capacity (mgd)	62.50	62.50			
Est. Service Demand	37.49	47.52	10.03	700	700
Excess (Deficiency)	25.01	14.98		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	89,286	89,286			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	35,732	21,399			
Pumping					
Existing 2020 Capacity (mgd)	118.27	118.27			
Est. Service Demand	59.98	76.03	16.05	1,120	1,120
Excess (Deficiency)	58.29	42.24		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	105,600	105,600			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	52,046	37,712			
Ground Storage					
Existing 2020 Capacity (mg)	8.61	8.61			
Est. Service Demand	4.02	5.09	1.08	75	75
Excess (Deficiency)	4.59	3.52		gallons/LUE	gallons/LUE
Existing 2020 Capacity (LUEs)	114,780	114,780			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	61,227	46,893			
Elevated Storage					
Existing 2020 Capacity (mg)	10.57	10.57			
Est. Service Demand	8.94	11.34	2.39	167	167
Excess (Deficiency)	1.63	(0.77)		gallons/LUE	gallons/LUE
Existing 2020 Capacity (LUEs)	63,293	63,293			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	9,740	(4,594)			
Transmission (>6 inch)					
Existing 2020 Capacity (mgd)	90.30	90.30			
Est. Service Demand	59.98	76.03	16.05	1,120	1,120
Excess (Deficiency)	30.32	14.27		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	80,625	80,625			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	27,072	12,738			

Table 6 Wastewater Capacities

Facility Type	2020	2030	10-Yr Demand Increment	2020 LUE Conversion Factor	2030 LUE Conversion Factor
Treatment					
Existing 2020 Capacity (mgd)	17.10	17.10			
Est. Service Demand	13.42	16.30	2.87	280	280
Excess (Deficiency)	3.68	0.80		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	61,071	61,071		3.85	
Est. Service Demand	47,945	58,212	10,267		
Excess (Deficiency)	13,126	2,860			
Pumping				1.93	
Existing 2020 Capacity (mgd)	8.86	8.86			
Est. Service Demand	1.93	2.34	0.41	1,077	1,077
Excess (Deficiency)	6.93	6.52		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	8,227	8,227			
Est. Service Demand	1,788	2,171	383		
Excess (Deficiency)	6,438	6,055			
Interceptors					
Existing 2020 Capacity (mgd)	155.63	155.63			
Est. Service Demand	51.64	62.69	11.06	1,077	1,077
Excess (Deficiency)	103.99	92.94		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	144,503	144,503			
Est. Service Demand	47,945	58,212	10,267		
Excess (Deficiency)	96,558	86,291			

4.0 Major Capital Improvement Needs and Costs

City staff and the City's engineering consultants identified impact fee eligible projects over the ten-year study period. The CIP includes existing facilities with available capacity for future growth as well as future projects that will be required to meet future capacity needs. The capital improvement projects included in this report were developed through rigorous modeling of the existing water and wastewater systems based on existing and future demands. Projects were also identified through extensive discussions with City staff regarding existing infrastructure needs and associated costs to adequately serve future growth. The projects identified in the CIP also include reuse projects that will result in additional water capacity for the system.

Tables 7, 8 and 9 calculate the cost per LUE for each of the projects identified in the 10-year CIP. The tables show the estimated cost of the project, start date, and addition to capacity. The weighted average unit cost of service is based on the share of the existing versus new capacity (based on the projected growth in population). For water transmission and wastewater interceptors, the growth in capacity is based on estimated total capacity added by all the projects. The additional lines all work together to produce the added capacity.

Table 7 Water Supply, Treatment, Pumping, and Ground Storage CIP

Facility Name	Date of Need	Facility Capacity Allocations (LUEs)								
		Cost		Capacity		Cost per LUE	Existing Customers ²	Growth in Next 10 Yrs ²	Excess Capacity	Total Capacity
		Original	Installed ¹	Total	LUEs					
WATER SUPPLY										
Existing Facilities										
Total Existing Water Supply Facilities	N/A	\$ 44,837,001	\$ 44,837,001	32.68	93,371	\$ 480	53,554	500	39,318	93,371
Future Facilities										
Phase 2 Deep Water Intake at Lake Travis	2025		\$ 60,608,500							
Subtotal Future Facilities		\$ -	\$ 60,608,500	10.17	29,062	\$ 2,085	-	13,834	15,229	29,062
Total Water Supply		\$ 44,837,001	\$ 105,445,501	42.85	122,434	\$ 861	53,554	14,334	54,546	122,434
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 2,029										
WATER TREATMENT										
Existing Facilities										
Existing Water Treatment Facilities	N/A	\$ 93,911,265	\$ 93,911,265	62.50	89,286	\$ 1,052	53,554	12,000	23,732	89,286
Future Facilities										
Phase 1D Capacity Increase at BCRUA WTP	2027		\$ 4,000,500							
Subtotal Future Facilities			\$ 4,000,500	3.00	4,286	\$ 933	-	2,334	1,952	4,286
Total Water Treatment		\$ 93,911,265	\$ 97,911,765	65.50	93,571	\$ 1,046	53,554	14,334	25,684	93,571
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 1,033										
WATER PUMPING										
Existing Facilities										
Existing Pumping Facilities	N/A	\$ 4,451,201	\$ 4,451,201	118.27	105,600	\$ 42	53,554	14,334	37,712	105,600
Future Facilities										
Subtotal Future Facilities			\$ -	-	-	\$ -	-	(0)	0	-
Total Water Pumping		\$ 4,451,201	\$ 4,451,201	118.27	105,600	\$ 42	53,554	14,334	37,712	105,600
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 42										
GROUND STORAGE										
Existing Facilities										
Existing Ground Storage Facilities	N/A	\$ 6,318,591	\$ 6,318,591	8.61	114,780	\$ 55	53,554	4,000	57,227	114,780
Future Facilities										
1.0 Million Gallon Reuse Ground Storage Tank	2022		\$ 1,628,400	1.00						
Subtotal Future Facilities			\$ 1,628,400	1.00	13,333	\$ 122	-	10,334	3,000	13,333
Total Ground Storage		\$ 6,318,591	\$ 7,946,991	9.61	128,113	\$ 62	53,554	14,334	60,226	128,113
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 103										
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.										
² Service Demands from Table 5										

Table 8 Water Elevated Storage and Transmission CIP

Facility Name	Date of Need	Facility Capacity Allocations (LUEs)									
		Cost		Capacity		Cost	Existing	Growth in	Excess	Total	
		Original	Installed ¹	Total	LUEs	per LUE	Customers ²	Next 10 Yrs ²	Capacity	Capacity	
ELEVATED STORAGE											
Existing Facilities											
Existing Elevated Storage Facilities	N/A	\$ 16,715,851	\$ 16,715,851	10.57	63,293	\$ 264	53,554	14,334	(4,594)	63,293	
Future Facilities											
Subtotal Future Facilities			\$ -	-	-	\$ -	-	(0)	0	-	
Total Elevated Storage		\$ 16,715,851	\$ 16,715,851	10.57	63,293	\$ 264	53,554	14,334	(4,594)	63,293	
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 264					
TRANSMISSION											
Existing Facilities											
Existing Transmission Facilities	N/A	\$ 97,558,593	\$ 97,558,593	90.30	80,625	\$ 1,210	53,554	7,167	19,905	80,625	
Future Facilities											
Hester's Crossing and CR-172 from west 971 zone to S-81 EST	2025		\$ 3,270,000								
FM-1460 toward Westinghouse Rd, east to future road	2027		\$ 2,350,000								
Palm Valley Blvd (north side) extension to CR-110	2029		\$ 600,000								
Loop from GR-09 to Westinghouse to University	2030		\$ 2,440,000								
E Liberty Avenue, N Shephard St & Fannin Ave	2021		\$ 500,000								
Kenny Fort Blvd from Forest Creek Blvd to Chandler Creek Blvd	2022		\$ 1,570,000								
Kenny Fort Blvd from Old Settlers Blvd to Chandler Creek Blvd	2024		\$ 2,450,000								
Sam Bass Rd from FM-1431 to Wyoming Springs Dr	2025		\$ 7,000,000								
University Blvd extension from end of 36-inch main to CR-110	2025		\$ 1,150,000								
Redbud Lane from south of Palm ValleyBlvd to Gattis School Rd	2026		\$ 4,560,000								
12-Inch Reuse Line to Stony Point HS	2022		\$ 614,328								
Subtotal Future Facilities			\$ 26,504,328	24.90	22,232	\$ 1,192	-	7,167	15,066	22,232	
Total Transmission		\$ 97,558,593	\$ 124,062,921	115.20	102,857	\$ 1,206	53,554	14,334	34,970	102,857	
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 1,201					
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.											
² Service Demands from Table 5											

Table 9 Wastewater CIP

Facility Name	Date of Need	Cost		Capacity		Cost per LUE	Facility Capacity Allocations (LUEs)			
		Original	Installed ¹	Total	LUEs		Existing Customers ²	Growth in Next 10 Yrs ²	Excess Capacity	Total Capacity
WASTEWATER TREATMENT										
Existing Facilities										
Existing Wastewater Treatment Facilities	N/A	\$ 76,176,556	\$ 76,176,556	17.10	61,071	\$ 1,247	47,945	1,000	12,126	61,071
Future Facilities										
Planning and preliminary engineering to expand East WWTP	2030		\$ 2,500,000	4.00						
Subtotal Future Facilities			\$ 2,500,000	4.00	14,286	\$ 175	-	9,267	5,019	14,286
Total Wastewater Treatment		\$ 76,176,556	\$ 78,676,556	21.10	75,357	\$ 1,044	47,945	10,267	17,145	75,357
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 279				
WASTEWATER PUMPING										
Existing Facilities										
Existing Pumping Facilities	N/A	\$ 2,759,068	\$ 2,759,068	8.86	8,227	\$ 335	1,788	250	6,188	8,227
Future Facilities										
Forest Creek lift station expansion	2022		\$ 3,168,000	1.54						
Hilton Head lift station expansion	2022		\$ 1,751,000	0.76						
Subtotal Future Facilities			\$ 4,919,000	2.30	2,136	\$ 2,303	-	133	2,003	2,136
Total Wastewater Pumping		\$ 2,759,068	\$ 7,678,068	11.16	10,362	\$ 741	1,788	383	8,191	10,362
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 1,019				
INTERCEPTORS										
Existing Facilities										
Existing Interceptor Facilities	N/A	\$ 55,493,954	\$ 55,493,954	155.63	144,503	\$ 384	47,945	5,134	91,425	144,503
Future Facilities										
Upsize 5,500 LF of 15-inch sanitary sewer to 24-inch along Lake Creek	2021		\$ 1,856,000							
Upsize 3,015 LF of existing 10-inch and 12-inch sanitary sewer to 12-inch and 18-inch	2023		\$ 831,000							
Upsize 3,975 LF of existing 10-inch and 12-ich sanitary sewer to 12-inch and 15-inch	2024		\$ 1,026,000							
9,120 LF of new 8-inch through 12-inch sanitary sewer to convey flows from new developments in the McNutt basin	2025		\$ 1,576,000							
5,155 LF of new 24-inch sanitary sewer to convey flows from new developments in the McNutt basin	2026		\$ 1,602,000							
Upsize 955 LF of existing 6-inch and 8-inch sanitary sewer to 12-inch and 15-inch	2027		\$ 230,000							
6,760 LF of new 18-inch sanitary sewer to convey flows from new developments in the McNutt basin	2022		\$ 1,973,000							
Subtotal Future Facilities			\$ 9,094,000	15.44	14,336	\$ 634	-	5,133	9,203	14,336
Total Interceptors		\$ 55,493,954	\$ 64,587,954	171.07	158,839	\$ 407	47,945	10,267	100,627	158,839
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 509				
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.										
² Service Demands from Table 6										

5.0 Methods of Capital Payment

Chapter 395 allows for two ways to pay for capital improvements:

- An up-front impact fee that allows the new customer to buy into the system.
- Monthly utility fees that go towards the debt service of the system.

To calculate the impact fee, the law allows the utility to either use a 50% credit of the total projected cost of capital for all projects or to apply a credit for rate payments. The utility may select the maximum fee amount after these credits have been assessed.

Tables 10 and 11 summarize the present value of the existing and projected debt. This represents the amount of debt that will be paid through rates. The debt projections are based on a 100% debt funding target. The midpoint, in 2025, of LUEs are used to determine the rate credit. The total credit from existing and projected growth are then summed to arrive at a total rate credit number.

Table 10 Water Debt

Facility Type	Est. Debt in Rates	Mid-Point LUEs	Est. Debt in Rates per LUE
WATER UTILITY			
Supply			
Existing Debt	\$ 4,124,129	60,720	\$ 68
Series 2020 - 2030 New Growth	\$ 12,674,745	60,720	\$ 209
Subtotal Water Supply	\$ 16,798,873		\$ 277
Treatment			
Existing Debt	\$ 3,889,618	60,720	\$ 64
Series 2020 - 2030 New Growth	\$ 344,452	60,720	\$ 6
Subtotal Treatment	\$ 4,234,070		\$ 70
Pumping			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ -	60,720	\$ -
Subtotal Water Pumping	\$ -		\$ -
Ground Storage			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ 162,540	60,720	\$ 3
Subtotal Ground Storage	\$ 162,540		\$ 3
Elevated Storage			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ -	60,720	\$ -
Subtotal Elevated Storage	\$ -		\$ -
Transmission			
Existing Debt	\$ 3,200,767	60,720	\$ 53
Series 2020 - 2030 New Growth	\$ 2,390,817	60,720	\$ 39
Subtotal Transmission	\$ 5,591,584		\$ 92
TOTAL WATER	\$ 26,787,067		\$ 441

Table 11 Wastewater Debt

Facility Type	Est. Debt in Rates	Mid-Point LUEs	Est. Debt in Rates per LUE
WASTEWATER UTILITY			
Treatment			
Existing Debt	\$ 239,772	53,078	\$ 5
Series 2020 - 2030 New Growth	\$ 51,027	53,078	\$ 1
Subtotal Wastewater Treatment	\$ 290,800		\$ 5
Pumping			
Existing Debt	\$ -	53,078	\$ -
Series 2020 - 2030 New Growth	\$ 51,027	53,078	\$ 1
Subtotal Wastewater Pumping	\$ 51,027		\$ 1
Interceptors			
Existing Debt	\$ 128,542	53,078	\$ 2
Series 2020 - 2030 New Growth	\$ 90,484	53,078	\$ 2
Subtotal Interceptors	\$ 219,026		\$ 4
TOTAL WASTEWATER	\$ 560,853		\$ 11
TOTAL WATER AND WASTEWATER	\$ 27,347,920		\$ 452

6.0 Impact Fee Calculations

Table 12 summarizes the maximum possible impact fees. The maximum fee for each classification is selected to establish the recommended maximum impact fee. The impact fee and CIP study cost of \$27,000 is distributed based on the midpoint of total projected water and wastewater 2030 LUEs. This equals approximately \$2 for water and wastewater. The maximum fee for water is \$4,234. The maximum fee for wastewater is \$1,799.

Table 12 Water and Wastewater Impact Fee Credit

Item	Weighted Capital Cost of New Service per LUE	Optional Adjustments		Highest of Option A or B		
		Option A Rate Credit	Option B 50% Cost Adjustment	Option A	Option B	Option A or B
WATER						
Supply	\$ 2,029	\$ 277	\$ 1,015	\$ 1,753	\$ 1,015	\$ 1,753
Treatment	\$ 1,033	\$ 70	\$ 516	\$ 963	\$ 516	\$ 963
Pumping	\$ 42	\$ -	\$ 21	\$ 42	\$ 21	\$ 42
Ground Storage	\$ 103	\$ 3	\$ 52	\$ 101	\$ 52	\$ 101
Elevated Storage	\$ 264	\$ -	\$ 132	\$ 264	\$ 132	\$ 264
Transmission	\$ 1,201	\$ 92	\$ 601	\$ 1,109	\$ 601	\$ 1,109
Allocated Impact Fee Study Costs	\$ 2			\$ 2	\$ 2	\$ 2
Total Water	\$ 4,675	\$ 441	\$ 2,336	\$ 4,234	\$ 2,339	\$ 4,234
WASTEWATER						
Treatment	\$ 279	\$ 5	\$ 140	\$ 274	\$ 140	\$ 274
Pumping	\$ 1,019	\$ 1	\$ 509	\$ 1,018	\$ 509	\$ 1,018
Interceptors	\$ 509	\$ 4	\$ 255	\$ 505	\$ 255	\$ 505
Allocated Impact Fee Study Costs	\$ 2			\$ 2	\$ 2	\$ 2
Total Wastewater	\$ 1,809	\$ 11	\$ 904	\$ 1,799	\$ 906	\$ 1,799
TOTAL WATER/WASTEWATER						

Table 13 shows the water impact fee by meter size. Table 14 shows the wastewater impact fee by meter size.

Table 13 Water Impact Fee

Meter Size	Living Unit Equivalents (LUEs per Meter)	Fee
WATER		
5/8"	1.00	\$ 4,234
3/4"	1.50	\$ 6,351
1"	2.50	\$ 10,585
1.5"	5.00	\$ 21,169
2"	8.00	\$ 33,871
3"	16.00	\$ 67,741
4"	25.00	\$ 105,846
6"	50.00	\$ 211,691
8"	80.00	\$ 338,706
10"	115.00	\$ 486,890

Table 14 Wastewater Impact Fee

Meter Size	Living Unit Equivalents (LUEs per Meter)	Fee
WASTEWATER		
5/8"	1.00	\$ 1,799
3/4"	1.50	\$ 2,698
1"	2.50	\$ 4,497
1.5"	5.00	\$ 8,994
2"	8.00	\$ 14,391
3"	16.00	\$ 28,782
4"	25.00	\$ 44,972
6"	50.00	\$ 89,945
8"	80.00	\$ 143,912
10"	115.00	\$ 206,873

7.0 Advisory Committee Actions and Recommendations

The following summarizes the Advisory Committee activities during the impact fee meetings:

- November 4, 2020 - TBD



ROUND ROCK TEXAS

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

November 6, 2020

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

RE: Capital Improvements Advisory Committee – Impact Fee Report

Dear Mayor Morgan and Councilmembers:

The Capital Improvements Advisory Committee (CIAC) met on November 4, 2020, to consider and recommend the Land Use Assumptions, Capital Improvement Plan, and maximum Capital Recovery Fees report to the City Council. The CIAC finds that the land use assumptions, capital improvement plan and impact fee calculation are reasonable in accordance to Chapter 385.058 (c) of the Texas Local Government Code.

The CIAC voted to approve and forward the Impact Fee Report to the City Council for consideration.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: I.4

Title: Consider readopting Emergency Ordinance No. O-2020-0311, declaring that a public health emergency exists, establishing requirements for commercial entities to post public notice, and requiring the wearing of face coverings in certain situations. (First Reading)(Second Reading Not Required)

Type: Ordinance

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director:

Cost:

Indexes:

Attachments: Ordinance

Department: Administration

Text of Legislative File 2020-0374

Pursuant to the Charter, an Emergency Ordinance expires 61 days after it is adopted. However, the Emergency Ordinance may be readopted. The Emergency Ordinance No. O-2020-0311 will expire on December 28, 2020. This ordinance will readopt the Emergency Ordinance.

EMERGENCY ORDINANCE NO. O 2020 0374

PURSUANT TO SECTION 3.14 OF THE ROUND ROCK HOME RULE CHARTER, THIS IS AN EMERGENCY ORDINANCE DECLARING THAT A PUBLIC HEALTH EMERGENCY EXISTS BECAUSE OF THE WORLD WIDE COVID 19 PANDEMIC ESTABLISHING REQUIREMENTS RELATED TO THE POSTING OF A PUBLIC NOTICE BY COMMERCIAL ENTITIES AND THE WEARING OF FACE COVERINGS AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, on June 29, 2020, the City Council adopted Emergency Ordinance No. O-2020-0189 in response to the world-wide novel coronavirus (“Covid-19”) pandemic; and

WHEREAS, by its terms, and in compliance with the City's Home Rule Charter, said Ordinance was set to expire on August 29, 2020; and

WHEREAS, on August 27, 2020 the City Council adopted Emergency Ordinance No. O-2020-0227 to extend the expiration date to October 28, 2020; and

WHEREAS, on October 22, 2020 the City Council readopted Emergency Ordinance No. O-2020-0311 to extend the expiration date to December 28, 2020; and

WHEREAS, the Council has determined that the Covid-19 pandemic continues to cause a public health emergency; and

WHEREAS, the Council wishes to re-enact the terms and provisions of said Emergency Ordinance, **NOW THEREFORE**

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

DECLARATION OF PUBLIC HEALTH EMERGENCY

1.01 Pursuant to Sec. 3.14 of the Round Rock Home Rule Charter, the City Council hereby declares that a public health emergency exists in the City of Round Rock because of the world-wide novel coronavirus ("Covid-19") pandemic.

1.02 On March 13, 2020 Greg Abbott, Governor of Texas issued a disaster proclamation that Covid-19 poses an imminent threat of disaster for all counties in the State of Texas.

1.03 The Commissioner of the Texas Department of State Health Services has determined that Covid-19 continues to represent a public health disaster.

1.04 On June 17, 2020, Governor Abbott publicly announced that according to his interpretation of his executive orders, “local governments can require stores and businesses to require masks” and further that every city and county is authorized to impose this “requirement on business operations.”

11.

MANDATORY NOTICE FOR COMMERCIAL ENTITIES

2.01 Effective as of 11:59 p.m. on December 28, 2020, and continuing through 11:59 p.m. on February 28, 2020, all commercial entities in the city that provide goods or services directly to the public shall post a notice to the public that all employees and visitors to the commercial entity's business premises or other facilities, are required to wear face coverings when in an area or performing an activity which will necessarily involve close contact or proximity to co-workers or the public, where six feet of separation is not feasible.

2.02 The aforesaid notice shall be posted in a conspicuous location sufficient to provide notice to employees and visitors of the health and safety requirements.

2.03 A sample Health and Safety Notice containing the minimum requirements is attached as Exhibit A and may be used by a commercial entity. A commercial entity may add its own additional requirements as determined by the entity.

III.

MANDATORY FACE COVERINGS FOR INDIVIDUALS

3.01 Except as provided below, effective as of 11:59 p.m. on December 28, 2020, and continuing through 11:59 p.m. on February 28, 2020, all persons 10 years or older shall wear a face covering over their nose and mouth when

- a) inside a commercial entity or other building open to the public, where it is difficult to keep six feet away from other persons or where working in areas that involve close proximity with other people or co-workers; or
- b) outside with a group of people where it is difficult to keep six feet away from other persons in the group.

3.02 The requirement to wear face coverings does not apply to the following situations:

- a) When exercising or engaging in physical activity;
- b) When in a building that requires security surveillance or screening, such as banks;
- c) While consuming food or drink;
- d) When doing so poses a greater mental or physical health, safety, or security risk;
- e) When outside with a group of only members of a single household; or
- f) When other mitigation strategy, such as plexiglass provides adequate separation.

IV. PENALTIES

4.01 For the first instance that a person is determined to have violated any provision of this Ordinance, the penalty shall be a verbal or written warning.

4.02 Any person found guilty of violating this ordinance after previously receiving a warning, shall be punished by a fine not exceeding \$200.00.

V. EXPIRATION DATE

5.01 Pursuant to Sec. 3.14 of the Round Rock Home Rule Charter, this Emergency Ordinance shall be automatically repealed on the sixty-first day following the day of its adoption, unless terminated sooner, or re-enacted by the Council.

VI.

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

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

6.03 The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Emergency Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Emergency 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 By motion duly made, seconded and passed with an affirmative vote by _____
2 of the Council members present, this Emergency Ordinance was

3 **READ, PASSED, and ADOPTED** on this 17th day of December, 2020.

4
5 _____
6 CRAIG MORGAN, Mayor
7 City of Round Rock, Texas
8

9 ATTEST:

10
11 _____
12 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider the appointment a primary member and alternate member to the CAMPO Technical Advisory Committee.

Type: Appointment

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director:

Cost:

Indexes:

Attachments: Guide for Appointing TAC Members, 2020 TAC Roster, 2021 TAC Appointment Form

Department: City Clerk's Office

Text of Legislative File TMP-2218

The CAMPO Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by CAMPO staff or other relevant organizations to support the development of the long-range plan, the 10-year program of projects required by HB20, and the Transportation Improvement Program.

Each member jurisdiction of the TPB appoints a TAC member and alternate members that have the knowledge, experience, and responsibility to represent them. Guidelines for appoints are attached. The City of Round Rock's current representatives are Gary Hudder, Transportation Director and Gerald Pohlmeier, Transportation CIP Program Manager. Their current terms end January 31, 2021 and appointments for the new term must be done and sent to CAMPO by December 18, 2020.

GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

Cities (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- ☐ City Manager or Assistant City Manager
- ☐ Director and/or Assistant Director of Public Works
- ☐ Director and/or Assistant Director of Transportation
- ☐ Director and/or Assistant Director of Planning

Counties

- ☐ County Engineer or Assistant County Engineer
- ☐ Director of Infrastructure, Public Works or Transportation

Transportation Organizations

- ☐ Director or Assistant Director
- ☐ Organizational Lead for Engineering or Planning



2020 TECHNICAL ADVISORY COMMITTEE

City of Austin

Robert Spillar - *Primary Member*
Eric Bollich - *Alternate*

Cole Kitten - *Primary Member*
Liane Miller, AICP - *Alternate*

Stevie Greathouse - *Primary Member*
Warner Cook - *Alternate*

City of Cedar Park

Tom Gdala - *Primary Member*
Amy Giannini - *Alternate*

City of Georgetown

Ray Miller, Jr. - *Primary Member*
(Vacant) - *Alternate*

City of Leander

Terri Crauford, P.E. - *Primary Member*
Michael E. O'Neal, P.E. - *Alternate*

City of Pflugerville

Emily Barron - *Primary Member*
Trey Fletcher - *Alternate*

City of Round Rock

Gary Hudder - *Primary Member*
Gerald Pohlmeier - *Alternate*

City of San Marcos

Laurie Moyer - *Primary Member*
Rohit Vij - *Alternate*

Capital Metro

Sharmila Mukherjee - *Primary Member*
Sam Sargent - *Alternate*

Capital Area Rural Transportation System

David Marsh - *Primary Member*
Ed Collins - *Alternate*

Central Texas Regional Mobility Authority

Justin Word - *Primary Member*
Mike Sexton - *Alternate*

Texas Department of Transportation

Heather Ashley-Nguyen - *Primary Member*
Brandon Marshall - *Alternate*

Bastrop County

Julia Cleary - *Primary Member*
Carolyn Dill - *Alternate*

Bastrop County (Smaller Cities)

Amy Miller - *Primary Member*
Tony Buonodono, P.E. - *Alternate*

Burnet County

Greg Haley - *Primary Member*
Herb Darling - *Alternate*

Burnet County (Smaller Cities)

Mike Hodge - *Chair*
Caleb Kraenzel - *Alternate*

Caldwell County

Will Conley - *Primary Member*
Commissioner Ed Theriot - *Alternate*

Caldwell County (Smaller Cities)

Dan Gibson - *Primary Member*
(Vacant) - *Alternate*

Hays County

Jerry Borcharding - *Primary Member*

Tim Vande Vorde - *Alternate*

Hays County (Smaller Cities)

John Nett - *Primary Member*

Leon Barba - *Alternate*

Travis County

Charlie Watts - *Primary Member*

Cathy Stephens - *Alternate*

Travis County (Smaller Cities)

Council Member Amy Pattillo - *Primary Member*

Alex Amponsah - *Alternate*

Williamson County

Bob Daigh - *Primary Member*

Terron Evertson, P.E. - *Alternate*

Williamson County (Smaller Cities)

Samuel Ray - *Primary Member*

David Stallworth - *Alternate*



2021 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

*Name: _____

*Title: _____

*Organization: _____

*Representing: _____

*Address: _____

*Phone: _____

*Email: _____

*Term Expiration: January 31, 2022 _____

ALTERNATE VOTING MEMBER:

*Name: _____

*Title: _____

*Organization: _____

*Representing: _____

*Address: _____

*Phone: _____

*Email: _____

*Term Expiration: January 31, 2022 _____

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider one appointment of a representative to the Round Rock Chamber board of directors.

Type: Appointment

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-2237



City of Round Rock

Agenda Item Summary

Agenda Number: J.3

Title: Consider the appointment of a Mayor Pro-Tem.

Type: Appointment

Governing Body: City Council

Agenda Date: 12/17/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-2217