

COST-SHARE FUNDING PROGRAM AGREEMENT

BETWEEN

THE CITY OF PFLUGERVILLE

AND

THE LOWER COLORADO RIVER AUTHORITY

This Agreement is entered into by and between the Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, and the City of Pflugerville (“Recipient”).

In consideration of the Recipient’s commitments made in a cost-share application dated September 1, 2020, attached hereto as Exhibit A and incorporated herein (“Cost-share Application”), LCRA agrees to provide funding to Recipient in the amount of \$100,000.00 (“Cost-share Funds”) for a project that will allow Recipient to implement an AMI meter replacement project and an associated smart meter portal to provide real-time water usage data to customers and to monitor and respond to customer leaks, which will be introduced through an extensive public relations campaign (“Project”).

I. Purpose

Recipient will perform, and will be solely responsible for, all work (including without limitation any labor, transportation, materials, and equipment) necessary to complete the Project in accordance with the Cost-share Application. Nothing contained herein requires LCRA to select, procure, install, maintain or repair any equipment or improvements, to supervise or train the Recipient’s personnel with respect to any activities, or to participate in any programs or services funded with the Cost-share Funds. Cost-share Funds are to be used by Recipient solely for the Project purpose(s) stated in the Cost-share Application.

II. Recipient’s Responsibilities

A. Project Completion Date. Recipient agrees to complete the Project within twelve (12) months from the date the Cost-share Funds are awarded, or any other timeframe contained under the Cost-share Application and agreed to by LCRA. If the Project is not completed within 12 months, or any other timeframe agreed to by LCRA, Recipient shall return all of the Cost-share Funds to LCRA upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a completed status report, attached hereto as Exhibit B and incorporated herein. In addition, Recipient agrees to track and report annual water savings resulting from the Project to LCRA for a minimum of five (5) years.

B. Use and Disposition of Equipment or Improvements. The obligations of the Recipient hereunder, including but not limited to the requirement to use equipment or improvements purchased or funded with the Cost-share Funds for the purposes stated in the Cost-share Application, shall continue for the useful life of the equipment or improvement. When equipment or improvements purchased or funded with the Cost-share Funds are no longer needed for the original Project purposes (regardless of whether the Project continues to be supported by LCRA funds), provided that LCRA approves, Recipient may use the equipment for other eligible or comparable activities or purposes; otherwise, Recipient shall request disposition instructions from LCRA.

- C. Acknowledgment of Support and Disclaimer. Unless advised to the contrary, all materials publicizing or resulting from cost-share activities should contain an acknowledgement of LCRA support.
- D. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data as may be required by LCRA to verify proper use of the Cost-share Funds for the Project. Recipient shall maintain such records for at least two (2) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice. Recipient will ensure that this clause concerning LCRA's audit of funds accepted under this Agreement is included in any subcontract awarded in connection with this Agreement.
- E. Right to Inspect. LCRA shall have the right to enter upon and photograph any Project-related sites at any reasonable time for the purpose of inspection, including but not limited to walk-throughs, on-site evaluations, and end of Project evaluations.
- F. Subcontractors. Recipient remains responsible for all performance requirements under this Agreement even though the performance may be carried out by a subcontractor or other person or organization. Nothing in this Agreement will create a contractual relationship between LCRA and any of Recipient's subcontractors, sub-recipients or other persons or organizations performing work related to this Agreement ("Subcontractors").

III. Funds; Reimbursement

- A. Cost-share Project Funding. LCRA agrees to pay the Recipient the Cost-share Funds for the purpose of funding costs and expenses reasonably incurred in the completion of the Project, under the following terms:
 - a. Recipient acknowledges that the Cost-share Funds to be contributed by LCRA are based on projected Project costs submitted by Recipient as a part of the Cost-share Application (the "Projected Project Cost"), and are established as of the date of this Agreement.
 - b. In no event will the Cost-share Funds increase, regardless of the final cost of the Project (the "Actual Project Cost"). LCRA will not be responsible for any amounts in excess of the Cost-share Funds, for which the Recipient will be solely responsible.
 - c. The Cost-share Funds may constitute no more than 50 percent of the Actual Project Cost. If the Actual Project Cost is 90% of the Projected Project Cost or less, LCRA may require the Recipient to return a pro-rated portion of the Cost-share Funds in accordance with Section III.C.
 - d. As a condition of receiving Cost-share assistance for the Project, Recipient warrants that funds are available for the completion of the Project.
- B. Multiple LCRA Funding. Recipients may not submit multiple applications for the same project through this or any other LCRA funding opportunity.
- C. Return of Unspent Funds to LCRA. Any Cost-share Funds remaining unspent or becoming unencumbered after the end of the expiration date (See Section II.A. Project Completion Date) must be returned to LCRA within 30 days after the Project Completion Date.
- D. Interest on Cost-share Funds. Any interest earned by Recipient on the Cost-share Funds prior to its expenditure shall be considered Cost-share Funds and applied exclusively to the Project, or included with any Cost-share Funds returned or refunded to LCRA under the terms of this

Agreement, as applicable.

- E. Breach. If Recipient breaches this Agreement, Recipient agrees that it shall refund to LCRA the full amount of the Cost-share Funds.

IV. Termination

If the Recipient fails to perform or complete the Project in accordance with the Cost-share Application, or fails to comply with any terms or conditions of this Agreement, LCRA may, upon written notice of default to Recipient, immediately terminate all or any part of this Agreement. Termination of this Agreement for breach will not constitute a waiver of any other rights or remedies. All remedies, either under this Agreement, at law, or in equity, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination.

V. Assumption of Risk and Indemnification

RECIPIENT WILL ASSUME ALL RISKS ASSOCIATED WITH RECIPIENT'S OR SUBCONTRACTORS' PERFORMANCE UNDER THIS AGREEMENT AND WILL WAIVE ANY CLAIM AGAINST LCRA FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE PROJECT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS' FEES, ARISING FROM THE PROJECT.

TO THE EXTENT AUTHORIZED BY LAW, RECIPIENT SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LCRA AND RECIPIENT AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF ACTIVITIES RELATED TO THIS AGREEMENT BY THE SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS OF ANY TIER, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES.

VI. Miscellaneous

- A. Insurance. If requested by LCRA, Recipient shall obtain and maintain a policy of insurance for the useful life of any equipment or improvements purchased or funded with the Cost-share Funds which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy due to the damage or destruction of equipment or improvements must be utilized to acquire equivalent or better equipment, to repair or replace the improvement, or be paid to LCRA. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement. Recipient shall provide proof of insurance coverage. Unless prohibited by law, Recipient will require Subcontractors to obtain and maintain adequate insurance coverage sufficient to protect Recipient and LCRA from all claims and liability for injury to persons and for damage to property arising from this Agreement. Unless specifically waived by LCRA, sufficient coverage will include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

B. Signature Authority. By signing this Agreement, the Recipient's authorized representative warrants and represents that they are authorized by the Recipient to legally enter into this Agreement.

C. Notices. Notices and communications under this Agreement shall be addressed as follows:

If to LCRA:
LCRA
Attn: Valerie Miller
P.O. Box 220
Austin, TX 78767-0220
valerie.miller@lcra.org
512-578-4031

If to Recipient:
City of Pflugerville
Brandon Pritchett, Public Utility Director
P.O. Box 589
Pflugerville, TX 78691
brandonp@pflugervilletx.gov
512-990-6402

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

D. Entire Contract; Modifications. This Agreement supersedes all prior agreements, written or oral, between the Parties and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by both Parties.

E. Assignment. This Agreement is not transferable or assignable except upon written approval by the Parties.

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

G. Public Information. It shall be the independent responsibility of the Parties to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the Parties' respective information. Recipient is not authorized to receive public information requests or take any action under the Public Information Act on behalf of LCRA. Likewise, LCRA is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Recipient.

H. Independent Contractor. LCRA and Recipient shall operate hereunder as independent contractors and not as an officer, agent, servant, or employee of the other. Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties.

I. Applicable Laws. LCRA and Recipient will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

- J. Venue; Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. In the event of litigation, exclusive venue shall be in a state court of competent jurisdiction in Travis County, Texas.
- K. Waiver. No action or failure to act by either Party shall be a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute a breach of this Agreement, except as specifically agreed to in writing.
- L. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party that may arise under this Agreement.

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing both originals of this Agreement and returning one of them to LCRA.

IN WITNESS WHEREOF, Recipient and LCRA have made and executed this Agreement effective as of the date of the last signature below.

Lower Colorado River Authority:

Recipient: City of Pflugerville, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Firm Water Conservation Cost-share Application

Firm Water Conservation Cost-Share Program Application

Date _____

CUSTOMER PROFILE

Organization Name: _____ Tax ID Number: _____

Mailing Address: _____

City: _____ Zip: _____

Physical Address: _____

City: _____ Zip: _____

Please provide the name and contact information of the project manager who will oversee the implementation of this project.

Contact Name: _____

Title: _____

Mailing Address: _____

City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Mail should be sent to: Organization Address Primary Contact Address

PROJECT PROFILE

Project Title and Brief Description:

Amount of Cost-Share Funding Requested: \$ _____ Total Project Cost: \$ _____

Will the requested funds enable the completion of the overall project? Yes No

Is this an emerging technology project? Yes No

AUTHORIZATION *(This application form must be signed by the person authorized to represent the Applicant.)*

Name (print): _____ Signature: _____ Date: _____

Title: _____ Phone: _____ Email: _____

PROJECT NARRATIVE

The narrative must include the following, if applicable:

1. A concise overview of the proposed project, including the need for the project, project objectives, the target group, the primary strategies for implementation, the conceptual design and/or specifications, and the expected equipment life:

2. How the cost-share funds will be used:

3. Population of the community in which the project is located:

4. The amount of estimated annual water savings associated with project implementation.

a. Water savings estimate (in acre-feet): _____

b. Cost per acre-foot of water saved: _____

c. Total up-front cost per acre-foot of water saved and the cost per acre-foot annualized over the lifetime of the project using a discount rate of 5% (not applicable to emerging technology projects):

d. Methodology used to calculate savings and references to any studies or research that helps support these savings estimates. If available, use five years of water use data for recycled water projects (not applicable to emerging technology projects):

e. All assumptions used must include descriptions and/or back-up information:

f. Estimated duration of water savings in the calculations:

5. How the project will be monitored to quantify savings for the final report and how savings will be tracked over time:

6. Information on multiple benefits, if any, associated with the project (e.g., energy efficiency, water quality improvement, stormwater control, resiliency of water supply during drought restrictions):

7. How the project will be maintained after completion:

8. Emerging technology project requirements:
 - a. Percentage of population impacted within service area: _____
 - b. Evidence of innovation (e.g., not widely adopted in region):

 - c. Availability on multiple technology platforms (e.g., mobile, web):

 - d. Replicability (the program can be implemented for other water suppliers):

PROJECT TIMELINE

Must include the estimated completion dates of all phases of the project. Project must be completed within 12 months, unless otherwise noted.



Formerly HD Supply Waterworks

Bid Proposal for Pflugerville - AMI Upgrade

CUSTOMER

CITY OF PFLUGERVILLE
2609 EAST PECAN STREET
PUBLIC UTILITIES WAREHOUSE
PFLUGERVILLE, TX 78660

Job
Pflugerville - AMI Upgrade
Bid Date: 06/29/2018
Bid #: 616750

CONTACT

Sales Representative
Matthew Dulock
(M) 512-801-0815
(T) 512-990-8470
(F) 512-990-0069
Matt.Dulock@coreandmain.com

Core & Main
1301 West Wells Branch Pkwy
Pflugerville, TX 78660
(T) 512-990-8470

NOTES



Formerly HD Supply Waterworks

Bid Proposal for Pflugerville - AMI Upgrade

CITY OF PFLUGERVILLE
 Bid Date: 06/29/2018
 Core & Main Bid #: 616750

Core & Main
 1301 West Wells Branch Pkwy
 Pflugerville, TX 78660
 Phone: 512-990-8470
 Fax: 512-990-0069

Seq#	Qty	Description	Units	Price	Ext Price
10		UPGRADE EXISTING V3 REGISTERS			
30	14000	NEP RW2G13SG89 5/8" T-10 R900I REG ONLY USG W/6' EXT ANTENNA	EA	175.00	2,450,000.00
50		REGISTER INSTALLATION			
60		(BY CONTRACTOR IF NEEDED)			
80	1	5/8" REGISTER INSTALLATION	EA	30.00	30.00
100		GATEWAY COLLECTORS			
120	8	R900 GATEWAY COLLECTOR W/ AC POWER	EA	9,500.00	76,000.00
150	8	R900 GATEWAY COLLECTOR W/ SOLAR POWER	EA	10,625.00	85,000.00
180		GATEWAY INSTALLATION			
200	1	INSTALLATION FOR 8 GATEWAYS INCLUDES: 4 - ON STRUCTURES 4 - ON 75' MONOPOLES	EA	150,000.00	150,000.00
240		TRAINING			
260	1	SOFTWARE & GATEWAY TRAINING	EA	7,500.00	7,500.00
280		N-SIGHT PLUS HOSTING FEE			
300	1	HOSTING FEE PER METER PER MTH	EA	0.22	0.22
320		WATER SMART PRICING			
340	1	SETUP FEE	EA	7,500.00	7,500.00
350	1	ANNUAL SUBSCRIPTION FEE PER METER	EA	1.75	1.75
370	1	ANNUAL SUPPORT FEE	EA	5,500.00	5,500.00
390		METER BOX LIDS			



Formerly HD Supply Waterworks

Bid Proposal for Pflugerville - AMI Upgrade

Bid #: 616750

Seq#	Qty	Description	Units	Price	Ext Price
410	6000	DFW19AMR-1P-LID 19 DIA BLK LID W/PICK HOLE	EA	60.00	360,000.00
				Sub Total	3,141,531.97
				Tax	0.00
				Total	3,141,531.97

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Utility Fund Capital Improvement Projects

Water Projects	Total Cost Estimate	FY 2019 Projected	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
System Strength & Reliability							
1 Pump Station at Water Treatment Plant	7,897,100	\$ -	\$ 1,204,700	\$ 6,692,400	\$ -	\$ -	\$ -
2 Water Treatment Plant Expansion to 20.5 MGD	23,000,000	-	3,000,000	10,000,000	10,000,000	-	-
3 Water Treatment Plant, High Service Pump Station, Lake Pump Station Expansion, Pretreatment Trains to 30 MGD	45,810,200	-	5,829,300	19,990,450	19,990,450	-	-
4 Colorado Sand Drive Looping (16")	1,001,500	-	130,195	871,305	-	-	-
5 Looping Improvements in Central Pressure Zone (16"/12")	6,615,000	-	-	-	-	860,000	5,755,000
6 Water Treatment Plant Emergency Generator Power System	7,705,000	-	1,005,000	6,700,000	-	-	-
Storage							
7 Heatherwilde Elevated Storage (950 Pressure Plane)	6,896,000	368,707	-	-	-	-	-
8 2.0 MG Elevated Storage Tank (800 Pressure Plane)	7,993,500	-	1,200,000	3,396,750	3,396,750	-	-
9 2.5 MG North Elevated Storage Tank	9,170,700	-	1,399,000	5,181,100	2,590,600	-	-
Distribution							
10 Weiss Lane Transmission Main Phase 1B	3,381,000	22,037	-	-	-	-	-
11 Helios Way Water Line to Central Wastewater Treatment Plant	335,500	21,448	-	-	-	-	-
12 SH 45 Water Extension and Interconnect	854,400	51,203	552,308	213,600	-	-	-
13 Water Lines to Convert East Pressure Zone to 800' Pressure Zone (30"/24"/20"/16")	2,931,900	-	-	439,800	2,492,100	-	-
14 Water Lines in New 800' Pressure Zone (16"/12")	8,444,700	-	-	1,266,705	5,383,498	1,794,497	-
15 Weiss Lane/Pecan Street Water Lines (42"/36")	10,531,300	-	-	1,579,700	6,713,700	2,237,900	-
16 Weiss Lane/Kelly Lane Water Lines (36"/30")	9,377,400	-	1,406,610	3,985,395	3,985,395	-	-
17 State Highway 130 Water Line (20")	2,196,700	-	329,505	1,867,195	-	-	-
18 State Highway 130 Water Lines (30"/24")	5,846,500	-	877,000	3,727,148	1,242,352	-	-
19 State Highway 45 Water Lines (24"/20")	2,453,900	-	-	368,100	2,085,800	-	-
20 Water Lines to Convert Manville 900' Pressure Zone to 800' Pressure Zone (12"/8")	3,398,200	-	-	-	-	509,730	2,888,470
Miscellaneous System Improvements							
21 Manville Water Line (MUD 5 Agreement)	1,000,000	-	1,000,000	-	-	-	-
22 Colorado River Intake Screen Sourcing System	690,000	-	90,000	600,000	-	-	-
23 Conversion of Water Meters to AMI	8,000,000	-	-	3,000,000	4,000,000	1,000,000	-
24 Zebra Mussel Chemical Control Systems	526,000	-	526,000	-	-	-	-
25 CCN Acquisition	4,800,000	-	4,800,000	-	-	-	-
Total Water Projects		\$ 463,394	\$ 23,349,618	\$ 69,879,648	\$ 61,880,645	\$ 6,402,127	\$ 8,643,470

Funding sources- Water:

Transfer from Fund balance	(314,594)	(12,120,618)	-	-	-	-	-
Existing Bond Funds	-	-	-	-	-	-	-
New Bond Funds	-	(11,039,000)	(69,809,648)	(61,880,645)	(6,402,127)	(8,643,470)	-
Water Impact Fees	(148,800)	(190,000)	(70,000)	-	-	-	-

Indicates project partially funded by Impact Fees

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City of Pflugerville

Legislation Details

File #: ORD-0479 **Version:** 2 **Name:**
Type: Ordinance **Status:** Second Reading
File created: 8/28/2019 **In control:** Finance
On agenda: 9/24/2019 **Final action:**
Title: Discuss and consider action to approve an ordinance on first and final reading with the caption reading: An Ordinance of the City of Pflugerville, Texas, Adopting the Fiscal Year 2020 Budget for the City of Pflugerville, Texas.

Sponsors:

Indexes:

Code sections:

Attachments: 1. FY 20 Budget Ordinance, 2. Exhibit A - FY20 Proposed Budget, 3. FY20 Public Hearing Notice

Date	Ver.	Action By	Action	Result
9/24/2019	2	City Council	Approved as amended on First Reading.	Pass
9/17/2019	1	City Council		

EXHIBIT B

Firm Water Conservation Cost-share Program Project Status Report



Please complete the following information for the completed cost-share project and return to LCRA by December 2021, or upon completion of the project if the timeframe for completion is less than one year. For equipment purchases, please attach associated purchasing receipts, as appropriate, or other documentation outlining the costs incurred. Please mail your completed status report and associated attachments to:

Stacy Pandey
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220

GENERAL INFORMATION

Participating Organization: _____

Project Description: _____

Contact Person/Title: _____

Contact Phone Number: _____ Contact Email Address: _____

REPORTING REQUIREMENTS

Is the project complete? Yes No If yes, enter completion date: _____

If no, has an extension been requested? Yes No Enter extension date: _____

Note: All extension dates need to be approved by LCRA.

Please describe the progress of the funded project as of [enter date]. Attach additional pages as needed.

PROJECT GOALS

Please indicate the number of equipment items installed, incentives distributed, etc.
Attach additional pages as needed.

Item Description	Total Number of Items for Project

PROJECT EXPENDITURES

What is the total estimated cost for the project as described in your cost-share application? \$ _____

Please list the actual project cost upon completion? \$ _____

Please list your total project expenditures to date.

Attach additional pages as needed.

Major Budget Components (including in-kind contributions such as salaries, wages, equipment, etc.)	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

WATER SAVINGS

What is the total estimated annual water savings from the project (include assumptions/calculations if relevant)?

For water loss reduction projects, do historical water plant production records and monthly water loss reports support the estimated annual water savings (explain)? _____

How will the water savings continue to be monitored? _____

CERTIFICATION

I hereby certify that the information given herewith is true and accurate to the best of my knowledge and belief.

Signature of Contact Representative: _____ Date: _____