



City of Round Rock

City Council

Meeting Agenda

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

Thursday, July 8, 2021

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

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

E.1 [Consider a presentation and department update from the Round Rock Police Department.](#)

F. CONSENT AGENDA:

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

F.1 [Consider approval of the minutes for the June 24, 2021 City Council meeting.](#)

F.2 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Shermco Industries for the purchase of a Siemens Electric Motor.](#)

G. PUBLIC HEARINGS:

G.1 [Consider public testimony regarding the City of Round Rock Community Development Block Grant \(CDBG\) 2021-2022 Annual Action Plan.](#)

H. RESOLUTIONS:

- H.1 [Consider a resolution authorizing the Mayor to execute a Professional Services Agreement with Timmons Group for the implementation of CityWorks permit, licensing, and land software.](#)
- H.2 [Consider a resolution authorizing the Mayor to execute a Listing Agreement with Brinegar Properties for the sale of property located at 1991 Rawhide Drive.](#)
- H.3 [Consider a resolution authorizing the Mayor to execute an Amended Engagement Letter with Bourland Law Firm for consultation and representation regarding proposed rule changes by the Comptroller relating to local sales tax.](#)
- H.4 [Consider a resolution approving the City of Round Rock CDBG 2021-2022 Annual Action Plan and authorizing the Mayor to execute all related applications, certifications, and the subsequent Funding/Approval Agreement with HUD.](#)
- H.5 [Consider a resolution amending "Appendix A: Fees, Rates, and Charges" to the Code of Ordinances \(2018 Edition\) regarding mobile food establishment permits.](#)
- H.6 [Consider a resolution authorizing the Mayor to execute a Real Estate Exchange Contract with ICU Medical, Inc. for the acquisition of a 0.558-acre parcel required for construction of University Blvd/Oakmont Drive.](#)
- H.7 [Consider a resolution authorizing the Mayor to execute an Agreed Final Judgment in the amount of \\$58,028 for a 0.156-acre tract of land \(Parcel 28\) needed for the Gattis School Road Phase 3 project.](#)
- H.8 [Consider a resolution authorizing the submittal of a grant application for FY2021 American Rescue Plan Act \(ARPA\) fund for fixed route and ADA paratransit services.](#)
- H.9 [Consider a resolution authorizing the Mayor to execute a Contract with Andale Construction for the 2021 Street Maintenance Program - Project A High Density Mineral Bond Overlay.](#)
- H.10 [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the South Highway 81 Elevated Storage Tank Rehabilitation 2021 Project.](#)
- H.11 [Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with 5000 Limmer Loop Investments, LLC for undeveloped property located along Limmer Loop, east of CR 110 and west of Hwy 130.](#)
- H.12 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.](#)

I. ORDINANCES:

- I.1 [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 1, Article III, Section 1-50 and Chapter 2, Article VIII, Section 2-93, Code of Ordinances \(2018 Edition\), regarding mobile food establishments. \(First Reading\)*](#)

- I.2 [Consider an ordinance authorizing the issuance and sale of one or more series of City of Round Rock, Texas Venue Tax and Hotel Occupancy Tax Revenue Refunding Bonds; approving and authorizing an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, an Escrow Agreement and other related documents; Establishing the procedures for selling and delivering the Bonds, and authorizing other matters relating to the Bonds. \(First Reading\)*](#)
- I.3 [Consider an ordinance amending Chapter 2, Article II, Section 2-19, Code of Ordinances \(2018 Edition\), regarding the November regular monthly city council meetings. \(First Reading\)*](#)

J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

K. ADJOURNMENT

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

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

*§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations*

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 2nd day of July 2021 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Sara L. White, TRMC, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation and department update from the Round Rock Police Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Allen Banks, Chief of Police

Cost:

Indexes:

Attachments:

Department: Police Department

Text of Legislative File TMP-21-545



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the June 24, 2021 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-21-532



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, June 24, 2021

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on June 24, 2021 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this time.

STAFF PRESENTATIONS:

E.1 [Consider a presentation and update from the Fire Department.](#)

Dennis Kincheloe, Fire Marshal, made the staff presentation.

APPROVAL OF MINUTES:

F.1 [Consider the approval of the minutes for the June 10, 2021 City Council meeting.](#)

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

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

Nays: 0

Absent: 0

RESOLUTIONS:

- G.1** [Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Meet and Confer Agreement between the City of Round Rock and the Round Rock Fire Fighters Association, IAFF Local 3082.](#)

Laurie Hadley, City Manager, made the staff presentation.

A motion was made to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

- G.2** [Consider a resolution authorizing the Mayor to execute a Professional Services Agreement with Timmons Group for the implementation of CityWorks permit, licensing, and land software.](#)

This item was pulled from consideration.

- G.3** [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 with ESRI, Inc. for Purchase of Geospatial Software Enterprising Licenses.](#)

Michael Thane, Utilities and Environmental Services Director, and Nathan Smith, IT Manager of Geospatial Services, made the staff presentation

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

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

Nays: 0

Absent: 0

G.4 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Emergency Water Service with Brushy Creek Municipal Utility District.](#)

Michael Thane, Utilities and Environmental Services 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 Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

G.5 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Billing Services with Jonah Water Special Utility District.](#)

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

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

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

Nays: 0

Absent: 0

G.6 [Consider a resolution authorizing the Mayor to execute an Agreement with Tolar Manufacturing Company, Inc. for the purchase and installation of bus shelters on South Mays Street through the Community Development Block Grant \(CDBG\) Program.](#)

Brian Kuhn, Assistant 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 Flores
Council Member Ly
Council Member Baker
Council Member Ortega
Council Member Stevens
Council Member Montgomery

Nays: 0

Absent: 0

G.7 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Tanko Streetlighting, Inc. for audit support of the City's streetlight system.](#)

Brian Kuhn, Assistant Transportation Director, made the staff presentation.

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

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

Nays: 0

Absent: 0

G.8 [Consider a resolution authorizing the Mayor to execute an Agreement with DeNucci Constructors, LLC for the repair/replacement of the Downtown round-a-bout sign.](#)

Brian Kuhn, Assistant Transportation Director, made the staff presentation.

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

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

Nays: 0

Absent: 0

G.9 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 5 with Johnson, Mirmiran & Thompson, Inc. for the University Boulevard Widening Project.](#)

Brian Kuhn, Assistant Transportation Director, made the staff presentation.

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

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

Nays: 0

Absent: 0

Mayor Morgan went out of agenda order to re-open Citizen Communication.

CITIZEN COMMUNICATION

John Gordon, 1007 Green Meadow Drive, spoke to the Council regarding parking in Old Settlers Park and Brushy Creek trail markers.

Mayor Morgan returned to agenda order.

G.10 [Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 2.55 acres located north of Applegate Circle and east of Sunrise Road.](#)

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

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

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

Nays: 0

Absent: 0

ORDINANCES:

H.1 [Consider public testimony regarding, and an ordinance annexing 2.55 acres out of the N.B. Anderson Survey, Abstract No. 29, located north of Applegate Circle and east of Sunrise Road. \(First Reading\)*](#)

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

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

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

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

Nays: 0

Absent: 0

A motion was made by Council Member Baker, seconded by Council Member Montgomery, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

H.2 [Consider public testimony regarding, and an ordinance zoning 2.55 acres located north of Applegate Circle and east of Sunrise Road to the PF-1 \(Public Facilities - Low Intensity\) zoning district. \(First Reading\)*](#)

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

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

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

Nays: 0

Absent: 0

A motion was made by Mayor Pro-Tem Flores, seconded by Council Member Baker, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

H.3 [Consider public testimony regarding, and an ordinance approving Amendment No. 9 to Planned Unit Development \(PUD\) No. 84 to allow single family detached and attached residential units on a common lot, located west of the intersection of College Park Drive and Avery Nelson Parkway. \(First Reading\)*](#)

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

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

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

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

Nays: 0

Absent: 0

A motion was made by Council Member Baker, seconded by Council Member Ly, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

H.4 [Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties. \(First Reading\)*](#)

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

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

A motion was made by Council Member Ortega, seconded by Council Member Stevens, to approve the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

A motion was made by Council Member Baker, seconded by Mayor Pro-Tem Flores, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

APPOINTMENTS:

I.1 [Consider the confirmation of the City Manager's appointment to the Civil Service Commission to fill an unexpired term.](#)

Laurie Hadley, City Manager, made the staff presentation.

A motion was made by Council Member Ortega, seconded by Council Member Stevens, to appoint Edward Youmans to the Civil Service Commission. The motion passed by the following vote:

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

Nays: 0

Absent: 0

I.2 [Consider the appointment of a Citizen Director to the Brushy Creek Regional Utility Authority \(BCRUA\) Board of Directors to fill an expired term.](#)

A motion was made by Mayor Pro-Tem Flores, seconded by Council Member Ortega, to reappoint Council Member Baker as the Citizen Director to the BCRUA. The motion passed by the following vote:

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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

K.1 [Consider Executive Session as authorized by §551.072 Government Code, related to the possible purchase and value of real property.](#)

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 7:29 pm and adjourned it at 7:48 pm. The Council convened to regular session and no action was taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:49 pm.

Respectfully submitted,

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Shermco Industries for the purchase of a Siemens Electric Motor.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$53,429.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Bid Sheet, IFB 21-016 SIEMENS ELECTRIC MOTOR, Motor Spec Sheet, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2021-184

As part of the ongoing expansion and renovation of the Brushy Creek Regional Wastewater Treatment Plant, the plant is in need of a replacement motor for one of two Turbplex Blowers. The blowers play a critical role in the biological process of the wastewater treatment plant by providing air to the Aeration Basins in order to keep aerobic bacteria alive. The aeration provides oxygen to the helpful bacteria and other organisms as they decompose organic substances in the wastewater.

Shermco Industries responded to the City's Invitation for Bid for a Siemens motor in the amount of \$49,775, plus shipping costs. They also provided to the City references to multiple municipalities in the Dallas area, so we are confident in their ability to deliver a quality product.

Cost: \$53,429

Source of Funds: *Regional Wastewater Projects*

RESOLUTION NO. R-2021-184

WHEREAS, the City of Round Rock has issued an invitation for bids to purchase a Siemens Electric Motor; and

WHEREAS, Section 252.043(a) of the Texas Local Government Code requires a city to award a contract to the lowest responsible bidder; and

WHEREAS, Shermco Industries has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Shermco Industries, Now Therefore

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

That the bid of Shermco Industries is hereby accepted as the lowest responsible bid and the City Manager is hereby authorized and directed to issue a purchase order to Shermco Industries to purchase a Siemens Electric Motor.

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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**Attachment A- Bid Sheet
Siemens Model E18813-01-1 Electric Motor
IFB 21-016**

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 21-016 Siemens Model E18813-01-1 Electric Motor. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted 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.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Siemens 800HP Electric Motor; Model E18813-01-1	1	EA	\$49,775.00	\$49,775.00
2	Shipping/Delivery	1	EA	\$3,654.00	\$3,654.00
Total:					\$53,429.00

COMPANY NAME:

SHERMCO INDUSTRIES

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Chris Perry

PRINTED NAME:

CHRIS PERRY

PHONE NUMBER:

214-704-3799

EMAIL ADDRESS:

[REDACTED]



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

INVITATION FOR BID (IFB)

SIEMENS ELECTRIC MOTOR

SOLICITATION NUMBER 21-016

APRIL 2021

**SIEMENS ELECTRIC MOTOR
 PART I
 GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after “the City” seeks a bid from firms experienced in Siemens electric motor distribution. The City would like to purchase a brand-new spare “blower” motor for the Brushy Creek Wastewater Treatment Plant.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-7
Part IV – Specifications	Page 8
Attachment A – Bid Sheet	Page 9
Attachment B – Reference Sheet	Page 10

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

Allen Reich
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: areich@roundrocktexas.gov

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

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contacts may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. 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.

- SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	April 15, 2021
Deadline for submission of questions	April 21, 2021 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 23, 2021 @ 5:00 PM, CST
Deadline for submission of responses	May 6, 2021 @ 3:00 PM, CST

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

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

Questions shall be submitted in writing to the "Authorized Purchasing Contacts". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://www.roundrocktexas.gov/businesses/solicitations>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

6. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

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

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

7. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" 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.

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 <https://www.roundrocktexas.gov/businesses/solicitations> for any updates pertaining to the solicitation.
- Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.

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

8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price.
- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

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.

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

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** Insurance does not apply to this solicitation.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The term of the Agreement shall begin from date of award and shall remain in full force until delivery and acceptance of the product.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing Siemens electric motor distribution as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. 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.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services.
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.
 - B. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.
5. **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.
6. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
7. **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 product delivered is not in full compliance with the specifications. In the event the product is not to the satisfaction of the City; the vendor shall agree to provide a replacement to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed product may be purchased elsewhere.
8. **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.
9. **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.

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:

Michael De Santis
SCADA Specialist
Utilities and Environmental Services
Phone: 512-541-8517
E-mail: mdesantis@roundrocktexas.gov

**PART IV
 SPECIFICATIONS**

1. **PRODUCT SPECIFICATIONS:** The City requires a brand-new Siemens Model E18813-01-1 with 800 HP, 3600 RPM, 4160-volt, 3 phase, ODP enclosure, 508S frame motor that matches the below specifications.

Motor-Title	E18813-01-1 Replacement
Quantity	1
Orientation	Horizontal
Mounting	Foot
Enclosure	ODP (IP23)
Power	800HP
RPM	3600
Ph/Hz/Voltage	3/60/4160
S.F.	1.15
Temp. Rise C/By/At	80/Res/1.0
Estimated Frame	508S
Shaft Connection	Short
Rotor Construction	Alum. diecast
Stator Winding	Form
Bearing	Sleeve
Bearing Lubrication	Oil
DBA*	91

2. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
- A. Provide delivery to the following location:
Brushy Creek Wastewater Treatment Plant
3939 E. Palm Valley Blvd.
Round Rock, Texas 78665
 - B. Ensure that the product is new, functioning, and under the standard manufacturer warranty.
 - C. In the case of equipment malfunction or non-starting equipment, work with City personnel to ensure issues are remedied appropriately and in a timely manner.
 - D. Coordinate with the City’s designated personnel to schedule delivery.
3. **CITY RESPONSIBILITIES:** The City will-
- A. Coordinate delivery and provide access to the delivery location.
 - B. Inspect the product upon delivery and notify the Contractor if any issues are found with the equipment.
 - C. Work with the Contractor to communicate any issues found with equipment.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 21-016 Siemens Electric Motor in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City’s Vendor Database. To register, go to: <https://roundrocktxvendors.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.

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: Siemens Electric Motor #21-016

RESPONDENT'S NAME **Shermco Industries** **DATE:** **04/19/2021**

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 DALLAS / CENTRAL WWTP
Name of Contact KEVIN JOHNSTON
Title of Contact ELECTRICAL SUPERVISOR
E-Mail Address kevin.johnston@dallascityhall.com
Present Address 1020 Sargent Road
City, State, Zip Code Dallas, TX 75203
Telephone Number (214)-670-7416 Fax Number: ()

2. Company's Name DALLAS COUNTY - PARK CITIES MUD
Name of Contact MIKE SWINT
Title of Contact CHIEF OF MAINTENANCE
E-Mail Address swint@parkcitieswater.com
Present Address 1811 Regal Road
City, State, Zip Code Dallas TX 75235
Telephone Number (817)-739-4436 Fax Number: (214) 652-8643

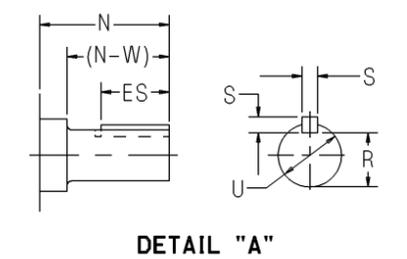
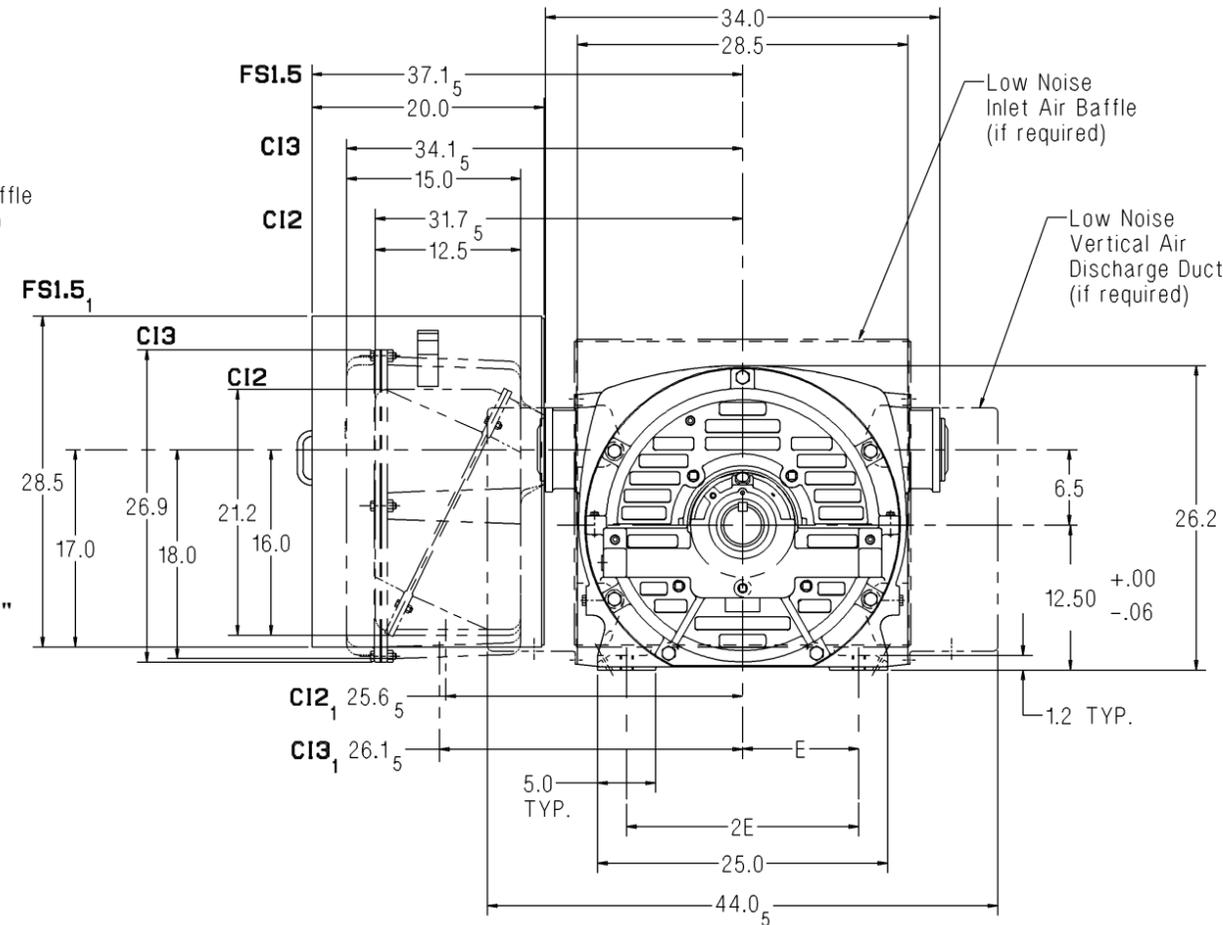
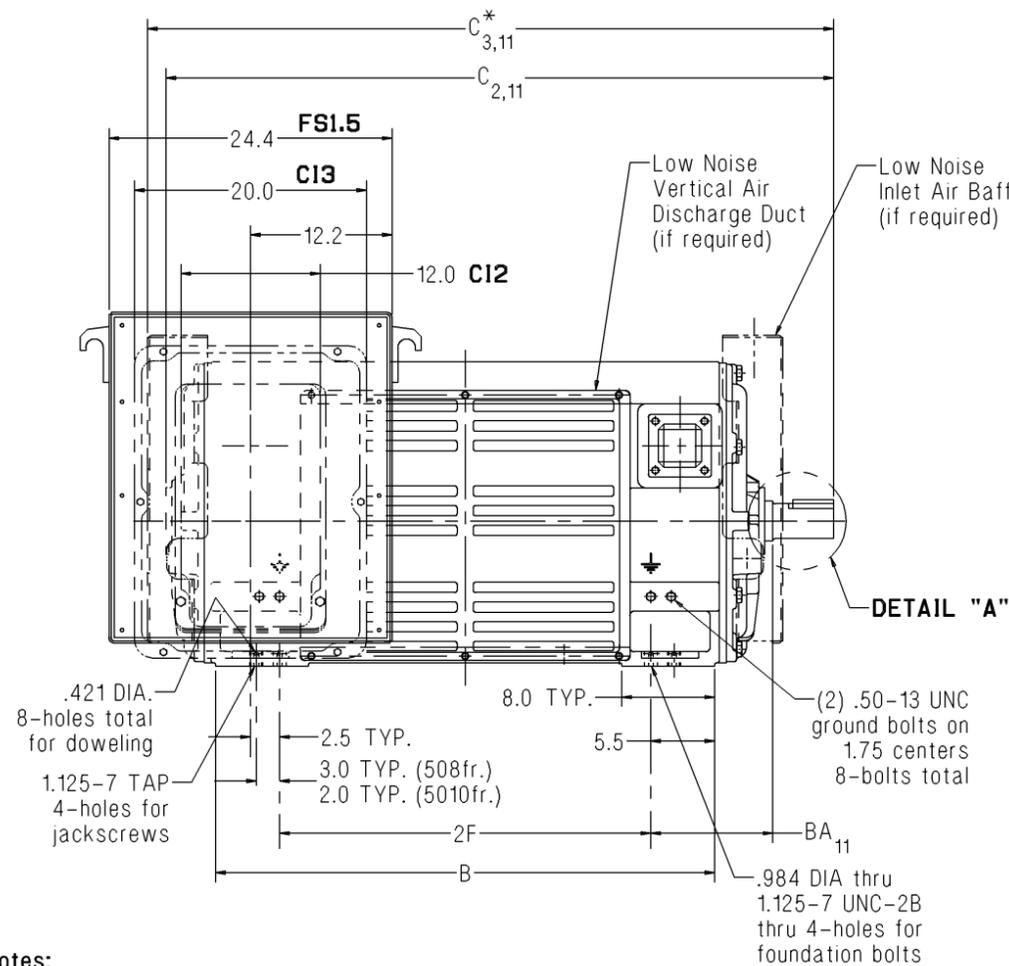
3. Company's Name CITY OF FARMERS BRANCH
Name of Contact TODD BAKER
Title of Contact PUMP STATION SUPERVISOR
E-Mail Address todd.baker@farmersbranchtx.gov
Present Address Wicker Pump Station 2412 Wicker
City, State, Zip Code Farmers Branch, TX 75234
Telephone Number (469)-835-0687 Fax Number: ()

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

SIEMENS

Dimension Prints for Above NEMA Motors

Type CG – Horizontal – Open Drip Proof / Weather Protected Type I
Sleeve Bearing – Direct Connected
Frames 508 & 5010 – Rotatable Main Conduit Box



Notes:

- Main conduit box may be rotated in steps of 90°. A removable bottom plate is supplied on the FS1.5 conduit box. A 5.0 N.P.T. is supplied on the CI2 and CI3 conduit boxes.
- C = Length of motor from drive end of shaft to end of non-drive end of motor.
- C* = Length of motor from drive end of shaft to edge of low noise inlet air baffle.
- $V = (N-W) - 0.25$ = length of shaft available for coupling.
- Adding a low noise vertical air discharge duct requires a 6.0" spacer for all rotatable conduit boxes. All associated conduit box dimensions will change accordingly.
- 2 Pole machines may rotate in one direction only.
- Shims may be necessary under motor feet for direct connection.
- Rotor end float = 0.5"
- End float of LEF coupling = 0.19"
- Adding a rotating labyrinth seal to the drive end does not change any dimensions.
- When adding a ground brush, consult the factory. (BA, C, and C* will increase.)
- For motors equipped with provisions for proximity probes use this print for our standard internal mounting.

Lubrication Per Bearing	
2 Pole	4 Pole & Slower
140-160 SUS @ 100°F	290-350 SUS @ 100°F
1.4 qt. capacity	1.4 qt. capacity

Standard Dimensions in Inches

Shaft	Frame	Speed	B	BA ₁₁	C _{2,11}	C* _{3,11}	E	2F	N	(N-W)	R	S	U	V ₄	ES	Approx. Ship Wt. (Lbs)
Short	508S	2 Pole	36.0	10.50	50.6	53.5	10.00	25.0	5.95	5.25	2.275	0.625	2.625	5.00	3.5	3800
Short	508S	4 Pole & Slower	36.0	10.50	52.0	54.9	10.00	25.0	7.45	6.75	2.880	0.875	3.375	6.50	5.0	4100
Short	5010S	2 Pole	43.0	10.50	57.6	60.5	10.00	32.0	5.95	5.25	2.275	0.625	2.625	5.00	3.5	4700
Short	5010S	4 Pole & Slower	43.0	10.50	59.0	61.9	10.00	32.0	7.45	6.75	2.880	0.875	3.375	6.50	5.0	4900

Certification: Customer _____ P.O. _____ S.O. _____ Item _____
 HP _____ RPM _____ Frame _____ PH/HZ/Volts 3/_____/_____/_____
 By _____ Date _____ Terminal Box Size CI2 CI3 FS1.5
 Comments _____
 Not for construction, installation or application purposes unless certified.

CG_508and5010_2plusPL_SLV_ROT
Revision 01
01/27/09

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.
 Shermco Industries, Inc.
 Irving, TX United States

Certificate Number:
 2021-769073

Date Filed:
 06/21/2021

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 000000
 IFB 21-016 for the Siemens electric motor for the City of Round Rock Utilities and Environmental Services Department

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.

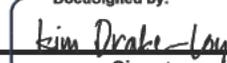
6 UNSWORN DECLARATION

My name is Kim Drake-Loy, and my date of birth is [REDACTED].

My address is 4100 Parkview Court, Bedford, TX, 76021, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 21st day of June, 2021.
(month) (year)

DocuSigned by:


915E367B-0000-0000-0000-000000000000 Signature of authorized agent of contracting business entity
 (Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider public testimony regarding the City of Round Rock Community Development Block Grant (CDBG) 2021-2022 Annual Action Plan.

Type: Public Hearing

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-21-529

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

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an annual action plan in order to implement any federal programs that fund housing, community development and economic development within the community. The City of Round Rock 2021 Annual Action Plan covers the FY 2021 period from October 1, 2021-September 30, 2022. HUD has allocated \$692,991 in CDBG funds to the City of Round Rock for the 2021 program year action plan. In this CDBG 2021 Action Plan we are requesting public testimony and proposing to fund the following projects:

Public Services: \$103,948

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

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

CASA Abused and Neglected Children \$25,000

Opportunities for Williamson-Burnet Counties Meals on Wheels \$11,114

Sacred Heart Community Clinic Health Services \$17,834

Projects: \$450,445

Code Enforcement \$115,000

Parks & Recreation/Bowman Park: \$294,429.14

Transportation Department/Chisholm Valley Sidewalks Phase II: \$41,015.86 in CDBG 2021 and \$270,984.14 from previous year funds for a total of \$312,000

Program Administration: \$138,598

Funds will be used for the management and oversight of the CDBG program and will reimburse the City for the following: CDBG staff salary, all CDBG supplies and equipment, legal fees, public notices in the local newspaper, training, conference and registration fees, travel, mileage, consultant fees, etc.

Public Notice:

All requirements for public hearings have been satisfied during the development of the plan. Public notice of this public hearing and a thirty-day comment period for this plan was published in the Round Rock Leader on June 5, 2021.



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a Professional Services Agreement with Timmons Group for the implementation of CityWorks permit, licensing, and land software.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: R. Heath Douglas, CIO

Cost: \$418,790.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Information Technology

Text of Legislative File 2021-162

This item is a professional services agreement with the Timmons Group to implement Cityworks PLL, a new permitting and land management system. This system is an add-on module for our existing Cityworks AMS (automated management system) and will replace our current system, Trakit which has been in use since 2011.

This engagement includes data migration, software implementation and system integration services. Cityworks PLL (permits, licensing and land) brings with it integration into the Cityworks AMS currently in use by the Utilities and Environmental Services, Parks and Recreation and Transportation departments to track and manage work orders and asset inventory. It will also provide us with a new and improved public-facing website which offers a more modern design and will allow for the much needed ability to electronically submit permit applications, plan sets and documents, and process payments online. The Timmons Group will be working primarily with the Information Technology and Planning & Development Services departments throughout the course of the engagement.

Cost: \$418,790.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2021-162

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to the implementation of CityWorks Permit, Licensing, and Land (PLL) Software, and for related goods and services; and

WHEREAS, Timmons Group has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with Timmons Group, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for the Implementation of CityWorks Permit, Licensing and Land Software with Timmons Group, 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
PROFESSIONAL CONSULTING SERVICES AGREEMENT
FOR THE IMPLEMENTATION OF CITYWORKS PERMIT,
LICENSING AND LAND SOFTWARE
WITH
TIMMONS GROUP**

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

THAT THIS AGREEMENT for professional consulting services related to the implementation of CityWorks Permit, Licensing, and Land (PLL) Software, 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 _____, 2021 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 **TIMMONS GROUP**, whose offices are located at 1001 Boulders Parkway, Suite 300, Richmond, VA 23225 (referred to herein as "Consultant"), collectively the parties to the Agreement (referred to herein as "Parties").

RECITALS:

WHEREAS, professional consulting services related to the implementation of CityWorks Permit, Licensing, and Land (PLL) Software are desired by the City; and

WHEREAS, City desires to contract with Consultant for such professional consulting services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 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 shall be for three (3) years from the effective date of this Agreement.

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

2.0 SCOPE OF SERVICES

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

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

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "A" and herein, and may be increased during the term of the Agreement to include financial services in addition to Purchasing Card Services, but only with a written Supplemental Agreement executed by both parties as described in Section 9.0.

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Four Hundred Eighteen Thousand Seven Hundred Ninety and No/100 Dollars (\$418,790.00)** to be paid as set forth in Exhibit "A" and herein.

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 7.0 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 INSURANCE

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal

year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

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

10.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

11.0 NON-SOLICITATION

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

12.0 INDEPENDENT CONTRACTOR STATUS

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

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.

- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information

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

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

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

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

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

14.0 WARRANTIES

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

15.0 LIMITATION OF LIABILITY

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

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

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

16.0 INDEMNIFICATION

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

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

17.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may

assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

18.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

20.0 FINANCIAL INTEREST PROHIBITED

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

21.0 DESIGNATION OF REPRESENTATIVES

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

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

22.0 NOTICES

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

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

Notice to Consultant:

Timmons Group
1001 Boulders Parkway
Suite 300
Richmond, VA 23225

Notice to City:

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

AND TO:

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

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

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.0 EXCLUSIVE AGREEMENT

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

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

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

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

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

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

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

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

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

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

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Timmons Group

By: 
Printed Name: Ronald R. Butcher
Title: Dir Asset Mgmt Services
Date Signed: 02 Jun 2021

EXHIBIT A

YEAR 1

Cityworks PLL Implementation Scope Items (Traditional approach)	Cost
Cityworks PLL Software License	n/a
Implementation Fees	\$ 191,310.00
Data Conversion	\$ 38,500.00
System Integrations	\$ 55,410.00
Hardware (Hosting provided by Timmons Group via AWS, annual fee)	n/a
Training	\$ 21,640.00
On-site Go Live support	\$ 4,760.00
Ad-Hoc support (40 hours after Go-Live)	\$ 6,400.00
Expenses/Travel Costs	\$ 19,740.00
Total	\$ 337,490.00

Optional TG developed PLL Enhancement tools	Cost
Data Pusher	\$ 4,000.00
People Pusher	\$ 2,500.00
Parent/Child Relationship	\$ 10,800.00
Total	\$ 17,300.00

Timmons Group PLL Portal Scope Items	Cost
Software cost (initial cost, annual fee is \$12,000)	\$ 35,000.00
Implementation	\$ 5,000.00
Total	\$ 40,000.00

YEAR 2:

Annual re-occurring costs	Cost
TG PLL Portal annual license cost (support, upgrades, etc.)	\$ 12,000.00
Total	\$ 12,000.00

YEAR 3:

Annual re-occurring costs	Cost
TG PLL Portal annual license cost (support, upgrades, etc.)	\$ 12,000.00
Total	\$ 12,000.00

TOTAL \$418,790.00

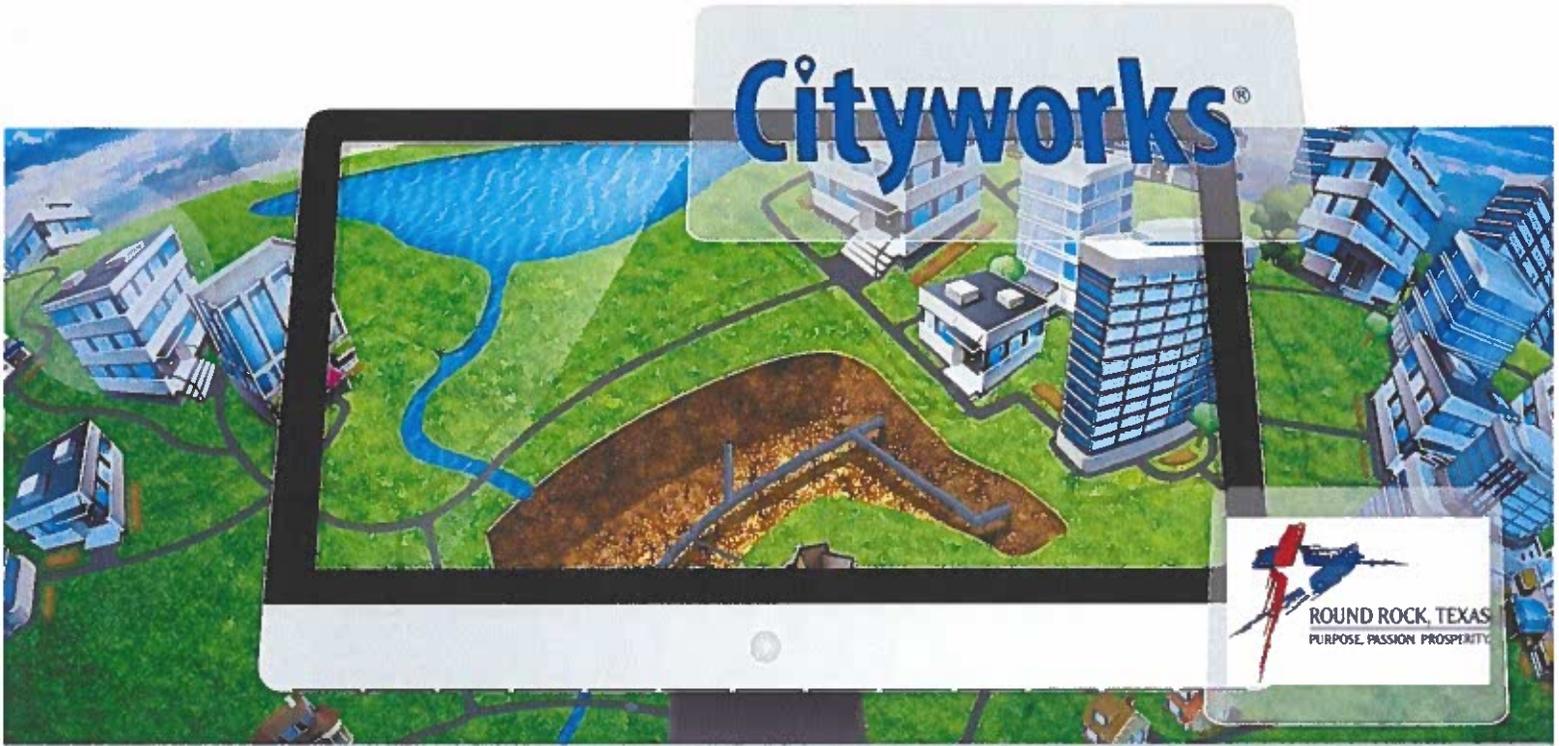


TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

Software and Implementation Services for Community Development System

Round Rock, TX

April 6, 2021



Contact: Lou Garcia | Project Director

1001 Boulders Parkway, Suite 300, Richmond, VA 23225

443.904.3897 | louis.garcia@timmons.com

www.timmonsgis.com



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmonsgis.com

April 6, 2021

Nathan Smith
Geospatial Services Manager
City of Round Rock
221 E Main St.
Round Rock, TX 78664

RE: Cityworks PLL Implementation

Dear Nathan:

Timmons Group is pleased to submit our proposal to the City of Round Rock (Round Rock) for the Software & Implementation Community Development System software project. For over 20 years, Timmons Group has provided a wide variety of Computerized Permitting and Licensing software as well as Computerized Maintenance Management Software (CMMS), Enterprise Asset Management, IT, and award winning GIS services to local government, utilities, municipal, federal, and private clients. Our team encompasses Cityworks, the leading GIS-Centric Permit, Licensing and Land (PLL) System on the market, which allows for extensive combined capabilities, software tools, local support and depth of experience required to form a solid foundation for the success of this project.

We believe that implementing **Cityworks® Server PLL** for your permitting and development management system needs will meet each of your requirements both now and with any future expansion. We have included an in-depth description of our approach, which has led to successful implementations across the United States. Additionally, **Timmons Group is unique as it is one of only two Cityworks solution providers that is both a Platinum Implementation Partner and a Strategic Development Partner.**

Timmons Group brings a rich pool of people, knowledge, and expertise to this project through multiple years of experience in implementing permitting, business licensing, development processes, and code enforcement solutions. In an iterative and collaborative process, Timmons Group will build a roadmap, engage experienced professionals, and execute a well-planned approach for your implementation of Cityworks PLL, integration to other systems and assist you with conversion from your legacy system. Be assured that the team leaders and staff identified for this project have successfully completed projects of similar size and scope for a variety of public and private clients throughout the country. Michael Edwards is our proposed Project Manager. He has led multiple Cityworks implementations and integration projects, including working with cities, counties, and public utility districts across the U.S., including a current existing TrackIT user migrating to Cityworks PLL with our services.

Timmons Group is committed to providing Round Rock with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status.

Our team will provide Round Rock with:

- An unsurpassed ability to deliver sound solutions to all phases of your program. Key team members dedicated to your project offer an impressive level of professional experience and knowledge for delivering services to your full range of associated services.
- A full understanding of your program requirements and a project team committed to exceeding your highest expectations through the development of sound and innovative technical solutions. We invite you to review our proposal, while keeping the following points in mind:
 - Timmons Group is a **Cityworks® Platinum Implementation Partner**, with our project team comprised of experienced subject matter experts who have worked together on multiple successful community development, permitting, inspection and licensing projects specific to Cityworks® PLL.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmonsgis.com

- o Timmons Group is a Cityworks® Strategic Development partner with intimate experience with all of Cityworks® API's and experience in leveraging them for custom integrations and mobile deployments for iOS, Android, Surface or Windows tablets, or smartphones.
- o A team with institutional knowledge needed to see the project assignments through...all the way through. We will leverage our "lessons learned" on recently completed similar projects to your full advantage. We have integrated Cityworks with numerous other systems ranging from financial, to billing, to mobile technologies.
- o Comprehensive training program that will involve Round Rock employees through all phases of the project.
- o A team which prides themselves with delivering innovative solutions that exceeds our clients' expectations. Each team member is empowered to do what it takes to make sure your projects are successful endeavors for you and your stakeholders.

A partnership with Timmons Group offers Round Rock a significant number of benefits. From initial system planning and design activities all the way through implementation and deployment, you will have direct access to industry-leading engineering, planning, GIS, and information technology professionals, and "best-of-breed" Permitting, Licensing and CMMS enterprise asset management services. We distinguish ourselves through our training program that starts at project kickoff and doesn't end until well past project completion.

Timmons Group greatly appreciates this opportunity to present our submittal and we are confident that our team represents the best overall value to the Round Rock. If you have any questions or require any additional information, please feel free to contact Lou Garcia, our Principal contact person, at 443.904.3897.

Sincerely,

Louis Garcia
Principal & Project Director

Ron Butcher, Jr., MBA
Principal in Charge



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EXECUTIVE SUMMARY

Many community development, permitting, licensing, etc. solutions are capable of performing development services tasks as well as extensive data analysis. However, this does not indicate nor is it true that simply by utilizing and analyzing data and/or a software system that development services is operating and delivering services as they desire to. To improve operational capabilities and provide desired services a Best Management Practice (BMP) framework, Workflow and Standard Operating Procedures (SOPs) that fully leverage and utilize Cityworks PLL must be undertaken. In order to understand where development services need to get to, we must first define this destination. When Timmons Group works with our clients to address their community development needs, we frequently reference the U.S. Department of Housing and Urban Development definition that states:

“Community development activities build stronger and more resilient communities through an ongoing process of identifying and addressing needs, assets, and priority investments. Community development activities may support infrastructure, economic development projects, installation of public facilities, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance and many other identified needs.” - as defined by U.S. Department of Housing & Urban Development

When reviewing this definition, several technical solutions can meet the management of these areas. In order to meet the intent of the US Dept. of HUD definition as well as Round Rock desired goals, the supporting areas (processes, resources, technology and competences) must be first recognized and understood and then a plan must be enacted to address them and to fold them into an overall plan for a Cityworks PLL implementation.

Timmons Group proposes to work with Round Rock to refine existing TrackIT workflows or create new workflows, following existing business rules, legislation, and other criteria so that Round Rock can leverage Cityworks PLL to meet your goals. It will be our intent to utilize your existing processes/workflows and to “tweak” these processes/workflows as necessary to include best practices, a Best Management Practice framework, Workflow and Standard Operating Procedures, and to fully and effectively utilize the full capabilities of Cityworks PLL. This initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by Round Rock staff. A primary objective of this task is for our implementation team to review and understand how Round Rock conducts business and manages its workflows. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the software deployment and Round Rock in order to understand the technological impacts and the non-technological impacts related to business processes and workflows.

Realizing your vision, however, can be challenging. It will require change – new behaviors and new skills. It will also require a solid foundation of well-defined business processes and solution requirements. But before any supporting IT tools can be configured, there must be clarity on the organization’s core processes: the workflows for key steps and sub-steps, and what data must be collected at which points to inform which decisions; as well as which integrations to other Round Rock systems are desired. By analyzing business processes in a structured way, one streamlines the technology and data needs and, perhaps more importantly, one can identify tangible improvement areas for quick wins.



As we have detailed in other sections, engaging Timmons Group to address your permitting and community development needs will yield the results you demand. We have performed several projects whereby we have migrated localities from competing software solutions, such as TrackIT, to Cityworks PLL. Many years of important lessons learned will be available to you and your stakeholders throughout the life of your program. Regarding group specific consulting, Timmons Group brings not only geospatial and information technology professionals to assist with the implementation of the Cityworks Server PLL solution, but also subject matter experts in the fields of permitting, inspections, licensing, utilities, and planning. You will have the opportunity to work with our community development, planning, inspection, geospatial, and technology subject matter experts who will share over a century of combined ideas and solutions with you in support of your greater mission. These resources will be available to the project team to assist with best practices as Cityworks PLL is configured uniquely to each Functional Group and Cityworks PLL is configured around each Functional Groups business processes and workflows. These subject matter experts will review the proposed configuration workflows for



Software and Implementation Services for Community Development System City of Round Rock, TX

best practices and address the “do they make sense” questions, prior to Timmons Group submitting the proposed work flows for Round Rock approval.

Many years of important lessons learned will be available to you and your stakeholders throughout the life of your program. Regarding group specific consulting, Timmons Group brings not only geospatial and information technology professionals to assist with the implementation of the Cityworks Server PLL solution, but also subject matter experts in the fields of permitting, inspections, licensing, utilities, and planning as well as Code Enforcement. You will have the opportunity to work with our community development, planning, inspection, geospatial, and technology subject matter experts who will share over a century of combined ideas and solutions with you in support of your greater mission. These resources will be available to the project team to assist with best practices as Cityworks PLL is configured uniquely to each Functional Group and Cityworks PLL is configured around each Functional Groups business processes and workflows. These subject matter experts will review the proposed configuration workflows for best practices and address the “do they make sense” questions, prior to Timmons Group submitting the proposed workflows for Round Rock approval.

Round Rock, no doubt, faces a critical turning point under the pressure of an increasing demanding citizen population for electronic systems, aging infrastructure, deprived maintenance routines, and financial pressures. Citizens are used to using smart phones to receive services from entities such as Amazon, Facebook, etc...they expect the same from their local governments now. Staff must manage its resources, collect and analyze information, and provide long-term value to the public as well as to municipal decision makers. Under this project you have the opportunity to leverage data and technology in new ways and to leverage processes and analytic techniques. Beyond the immediate process efficiency gains, your permitting and development management program can help affect real cultural change within the organization and the City of Round Rock itself . Truly, you have an exciting opportunity.

Timmons Group represents the best overall value to the City of Round Rock for your Cityworks PLL migration project. We cite the following reasons:

- 1) We have the resources necessary to provide a dedicated team to Round Rock.
- 2) Our team has implemented Cityworks PLL with over 25 municipalities across North America. Lessons learned, as well as well as a proven project implementation approach are already established and will greatly benefit Round Rock.
- 3) We are a platinum level business partner with Cityworks and have been a business partner with Cityworks for nearly 17 years.
- 4) We are also a development partner with Cityworks, meaning we develop solutions that extend the Cityworks platform for increased capabilities and efficiencies.
- 5) The Timmons Group PLL Portal is recognized as one of, if not, the leading portal on the market for citizen interaction in regard to permitting, licensing and inspections. This portal is built upon the Cityworks PLL API's and as such, greatly extends the capabilities of Cityworks PLL.
- 6) We have a well-honed methodology for data conversion. One that looks at each legacy data element individually and we work with our clients to ensure these data elements are moved into the correct location in your new solution. This includes a methodology for working with those data sets around cases that are underway and active during this migration. These processes are automated and thus we can run them multiple times until the conversion is correct.
- 7) We have also developed other tools that greatly assist Timmons Group PLL implementation clients and extend and enhance the capabilities of Cityworks PLL
- 8) As optional services/products to be pursued in the future we offer the Timmons Group PLL Portal, which integrates out of the box with Cityworks PLL.
- 9) We believe in an iterative implementation methodology that will expose Round Rock stakeholders to PLL early and often. This approach allows them to help develop processes reflective in PLL thus providing a sense of ownership and pride in the finished product.
- 10) We desire to develop a role-based training plan with Round Rock that will leave end users completely self-sustaining.
- 11) We view these projects as a start to long term mutually beneficial relationships and not simple one of solution deliveries.



TIMMONS GROUP

PROPOSAL CONTACT

Lou Garcia, Principal, PMP
Project Director
1001 Boulders Parkway, Suite 300
Richmond, VA 23225
443.904.3897
louis.garcia@timmons.com

OUR MISSION

To achieve unparalleled understanding of our clients, their businesses and their visions resulting in unrivaled customer service and shared success.



16 OFFICES NATIONWIDE:

- Virginia (8)
- North Carolina (4)
- Washington, DC
- Maryland
- Texas
- Arizona

8 FIELD OFFICES

- Portland, OR
- Golden, CO
- Carson City, NV
- Parkton, MD
- Cedar Rapids, IA
- Jefferson City, MO
- Atlanta, GA
- Jonesborough, TN

100+

DEDICATED
GEOSPATIAL
STAFF

WHO WE ARE

Timmons Group is a well-established professional consulting firm (C-Corporation) with over 700 employees, providing information technology and geospatial consulting services to public and private clients throughout the U.S. and Canada since 1953. Our team develops across multiple technologies and platforms including open-source, proprietary, and hybrid solutions. From our web developers to our database managers, systems engineers, consultants and project managers, **our award-winning team provides the unique ability to understand your vision and offer a solution tailored to your mission-critical business requirements.** We pride ourselves in being technology experts that care deeply about community development and asset management solutions to help you better manage your citizen needs, concerns and your assets. Our Technology group has the experience and capability to provide a wide range of services. In business since 1953, Timmons Group has sustained growth over the past several years in gross revenues and workload. Current annual gross receipts over \$100 million. This stable environment sets the stage for Timmons Group's continuing operations for the foreseeable future as a financially viable corporate entity.

PLANNING

- Requirements Definition
- Strategic Planning
- Implementation Planning

DESIGN

- Infrastructure Design
- Database Design
- Data Model Design
- Application Design
- GIS Infrastructure Design

DEVELOPMENT

- Application Development
- Data Conversion
- Field Data Collection
- Mobile & Web Development
- System Integration

IMPLEMENTATION

- Cityworks AMS & PLL
- User & Admin Training
- Support





Software and Implementation Services for Community Development System
City of Round Rock, TX

Timmons Group – Cityworks Implementation Partner

Timmons Group is a multi-disciplined engineering and technology firm recognized for nearly twenty years as one of Engineering News Record’s (ENR) Top 500 Design Firms in the country. We provide community development, asset management, civil engineering, environmental, geotechnical, GIS/geospatial technology, landscape architecture, and surveying services to a diverse client base. Founded in 1953, we are a well-established firm with a pioneering spirit. Decades of experience allow us to lead our industry with an unwavering commitment to forward thinking, innovative design and complete solutions that help our clients to be successful. Inspired by your vision, our client service teams solve your challenges in imaginative, cost-effective and constructible ways. As a 700 person professional services consulting firm with nearly 2,000 clients, our extensive experience in technology, engineering, planning, and surveying enables us to design and implement innovative solutions to solve our clients’ varied challenges.



As Timmons Group celebrates our next sixty years, we are extremely proud of the legacy we have established in solving the many challenges our clients have entrusted to us. However, we are not resting on our many accomplishments of the past; but rather, we are focusing on building our culture as community leaders and responsible corporate citizens, focused on understanding your specific challenges and helping you to realize your vision.

Timmons Group, which has established itself as one of the most sought after EAM & Community Development consulting groups in the United States, is excited about working side-by-side with you and your staff to develop a technological legacy that you, your organization, and all of your stakeholders will take pride in. Our unique view of your project is one of the distinguishing traits that sets Timmons Group apart from other Cityworks asset management consultants. We do not view these projects as simply a software installation and configuration job. Rather, we view Cityworks as an integral piece of your over-riding enterprise Community Development & CMMS/asset management strategies and the foundation upon which countless additional work tasks will rely upon for the feature-rich content needed to support your organization’s varied daily operational, regulatory, and customer service challenges. We look forward to sharing our ideas and solutions for this project.

Our History

<p>67 <i>Years in business</i></p>		<p>100+ <i>Dedicated Asset Management & Geospatial staff</i></p>
<p>105+ <i>Cityworks Implementations</i></p>	<p><i>Experience in 50 states</i></p>	<p>700+ <i>Total Staff</i></p>
<p>Where We Are</p> <p>16 <i>Nationwide offices</i></p>	<ul style="list-style-type: none"> • Richmond, VA (3 offices) • Charlotte, NC • Raleigh, NC • Greensboro, NC • Elizabeth City, NC • Baltimore, MD 	<ul style="list-style-type: none"> • Ashburn, VA • Round Rock, VA • Hampton Roads, VA • Staunton, VA • Dallas, TX • Phoenix, AZ • Washington, DC

Michael Edwards, PMP, will be our project manager for this project. Michael has a long history of implementing permitting, licensing, inspection & code enforcement solutions, specifically as it relates to Cityworks PLL.

Timmons Group has implemented Cityworks for over 105 different clients throughout the United States and Canada. Most of these projects involve legacy data migration, customer support services, and software integration. The map on the following page represents this experience.



Software and Implementation Services for Community Development System City of Round Rock, TX

Timmons Group has been a Cityworks Business Partner for 17+ years. The symbiotic relationship enjoyed between Cityworks and Timmons Group is a unique and tremendously advantageous team to our clients. While Cityworks is a software company, Timmons Group is a company focused on professional services and excellent project delivery. This, unique in the industry, teaming arrangement allows Cityworks to concentrate upon the constant development and improvement of their product offerings while Timmons Group concentrates on the successful implementation, real world use and exploitation of the Cityworks products. We view our mutual clients from somewhat different perspectives, however this is to your advantage. Timmons Group is free to ensure that the Cityworks products are implemented so that they work utilizing the workflows, business rules and processes our mutual clients desire, including integration to other software systems. Timmons Group will ensure that Cityworks works for you and is not a system that Round Rock must dedicate tremendous (and unnecessary) resources to. We are free to concentrate on the exacting requirements our clients require. We therefore look at the operational side of our client's requirements and the strategic goals they wish to achieve, as well as keeping our clients abreast of the latest trends and standards in best practices of asset management, CMMS and Community Development. Cityworks can concentrate on how their products meet the basics around software: constant development, ensuring the software performs as desired, provides capabilities to meet best practices and standards and stays abreast of the latest technology developments, as well as the look and feel end users demand. Cityworks is also able to ensure their future product offerings are aligned with long term strategic goals of not only Esri GIS, but also their clients wishes and desires. All of this is made possible by offering to you, our clients, a true team of experts. Although your primary contact with the team will be with Timmons Group during the implementation, Cityworks will take an active role in the project. Our teams work together to develop our proposal responses, Cityworks Client Success Managers are involved in our scope development and will be involved with the project team (comprised of Round Rock, Timmons Group and Cityworks) from the start, including attendance at key project meetings. Once Go Live occurs Cityworks involvement will become more prominent. However, rest assured, both Cityworks and Timmons Group will remain involved and attentive to you as our mutual clients well past the Go Live stages. We share the common value that our success is truly achieved only when our clients are successful. Both Timmons Group and Cityworks take this seriously and feel that this unique relationship only makes our two companies stronger and our clients more satisfied.

As evidenced on the map below, Timmons Group has provided Cityworks implementation services to over 90 clients throughout North America.



Software and Implementation Services for Community Development System
City of Round Rock, TX



- | | | | |
|-----------------------------------|--|--|--|
| 1 Garland, TX | 26 Carpinteria Valley Water District, CA | 51 American States Utility Service | 76 Edmond, OK |
| 2 Otay Water District, CA | 27 Shafter, CA | 52 Asheville, NC | 77 Lake Stevens, WA |
| 3 Alpharetta, GA | 28 Alcoa, TN | 53 Brookhaven, GA | 78 Elk Grove, CA |
| 4 Naperville, IL | 29 Goochland County, VA | 54 Fredenck Water, VA | 79 Yakima, WA |
| 5 Fayetteville, NC | 30 Petersburg, VA | 55 Montgomery County, MD | 80 Douglasville/Douglass County, GA |
| 6 Hamilton County, TN | 31 Henderson, KY | 56 Manatee County, FL | 81 Salem, VA |
| 7 Skagit County PUD #1, WA | 32 SeaTac, WA | 57 Florida Keys Aqueduct Authority, FL | 82 North Gila County Sanitation District, AZ |
| 8 Auburn, AL | 33 Sammamish, WA | 58 St Johns County, FL | 83 Tampa, FL |
| 9 Lafayette Consolidated Govt, LA | 34 Weston, FL | 59 Madison, WI | 84 Baltimore County, MD |
| 10 Herndon, VA | 35 Seattle, WA | 60 Bonney Lake, WA | 85 Nashville, TN |
| 11 Richmond, VA | 36 Grand Rapids, MN | 61 Renton, WA | 86 Pennichuck Water, NH |
| 12 Alexandria, VA | 37 Upper St. Clair, PA | 62 Forsyth County, GA | 87 Consumes CSD |
| 13 Jackson, MS | 38 Tallahassee, FL | 63 Yelm, WA | 88 Albemarle County Service Authority, VA |
| 14 Washington DOT, DC | 39 Sugarland, TX | 64 Tigard, OR | 89 Holly Springs, NC |
| 15 Colonie, NY | 40 Bartow County, GA | 65 Napa Sanitation District, CA | 90 Isle of Wight County, VA |
| 16 Newport News, VA | 41 North Miami Beach, FL | 66 Regional Municipality of York, Canada | 91 O'Fallon, IL |
| 17 Montgomery County, OH | 42 Grey Forest Utilities, TX | 67 Escondido, CA | 92 Toledo, OH |
| 18 Waterford Charter Township, MI | 43 Herriman, UT | 68 Spotsylvania County, VA | 93 Charlotte County, FL |
| 19 Altoona City Authority, PA | 44 Milwaukie, OR | 69 Independence, MO | 94 Minot, ND |
| 20 Raleigh, NC | 45 Harrisonburg, VA | 70 Bellingham, WA | |
| 21 Allegheny County, PA | 46 Lebanon, OH | 71 Charleston Water, SC | |
| 22 Chicago, IL | 47 MetroConnects, SC | 72 Fairfax County, VA | |
| 23 City of Winston-Salem, NC | 48 Las Gallinas Valley Sanitary District, CA | 73 West Valley City, UT | |
| 24 Watsonville, CA | 49 Macon Water, GA | 74 Charlotte Water, NC | |
| 25 Morro Bay, CA | 50 Mid Peninsula Regional Open Space, CA | 75 Sammamish Plateau Water District, WA | |



REFERENCES

Our past experience has taught us that the best measure of our organizational capability is due to our extensive list of repeat clients. We believe that this indicates client satisfaction relative to our performance. Below is a list of clients where Timmons Group has successfully provided similar services for, in various states and localities. We have also listed the client contact so that they can attest to the quality of our work, timeliness, diligence, and our ability to meet budget and schedule. We encourage you to call and inquire how they would rate our management skills, technical competence, commitment to service and project delivery.

	<p>Cityworks® Enterprise Asset Management System Implementation City of Garland, TX Contact: Cynthia Baughman Tel. 972.205.3237 Cbaughman@garlandtx.gov Address: 2343 Forest Lane, Garland, TX 75042 Project Dates: December 2015 – March 2017</p> <p>The City of Garland, TX has contracted with Timmons Group to implement Azteca’s Cityworks Server AMS software for the City’s Water Utilities department. The City is currently using multiple systems to manage their water utilities assets. As part of this implementation, Timmons Group is integrating the Cityworks Server AMS software with the City’s existing financial system (Harris Cayenta), Interactive Voice Response (IVR) system, Highland OnBase document management system, and the City’s existing Esri ArcGIS database. By integrating all of these systems the City will be able to reduce their cost of operations by reducing multi-entry processes, improved customer service, and enhanced business intelligence through reporting.</p> <p>Timmons Group’s implementation of the Cityworks Server AMS software along with integrations to the City’s other supporting systems will provide an enhanced centralized solution, streamlining and improving service request routing, work order processing, and asset analysis. This centralized solution will improve ease of use, reduce the cost of maintenance, and unify work order management processes across all departments.</p>
	<p>Cityworks® Enterprise AMS & PLL Implementation City of Auburn, AL Contact: Christopher Graff 334.501.7207 cgraff@auburnalabama.org Address: 144 Tichenor Ave, Auburn AL 36830 Project Dates: Implementation completed in 2012; Maintenance is ongoing</p> <p>Project Description: The City of Auburn, AL contracted with Timmons Group for implementation of an Enterprise Asset Management System (EAMS) for their water distribution division. Through extensive evaluation the City chose Azteca Cityworks as their asset management platform.</p> <p>Timmons Group implemented the Cityworks Server technology to streamline and improve the way the City handles service request routing, tracking and management and for improving the work order management process.</p> <p>Timmons Group and the City’s staff took part in a business process analysis and business improvements phase of the project that resulted in a clearly defined Cityworks configuration and a formal set of standard operating procedures. This process also produced an implementation approach that can be easily replicated by other departments as the City moves forward.</p> <p>As part of this implementation Timmons Group integrated Cityworks with the City of Auburn’s existing Utility Billing System (Tyler Technologies Eden). By integrating Cityworks with the existing Utility Billing System the City has been able to leverage all of the functionality of Cityworks while maintaining their current utility billing business process.</p> <p>In addition, Timmons Group implemented Cityworks PLL and the Timmons Group PLL Portal. Please see the letter of reference following this section.</p>



Software and Implementation Services for Community Development System
City of Round Rock, TX

	<p>Cityworks® PLL Implementation & Citizen Engagement System Integration City of Escondido, CA Contact: Rob Van De Hey 760-839-6213 rvandehey@escondido.org Address: 201 North Broadway, Escondido, CA 92025 Project Dates: September 2018 – May 2019</p> <p>Project Description: The City of Escondido contracted Timmons Group to assist with the implementation, configuration, data conversion (from CRW/Superion TRAKIT .NET), and report customization/creation for Cityworks Permits, Licensing and Land (PLL) software; implementation and configuration of the Timmons Group Public Facing Portal for Cityworks PLL; and the implementation and configuration of OnBase for plan review and document management for Cityworks PLL.</p>
	<p>Cityworks® Enterprise AMS & PLL Implementation City of Fayetteville, NC Contact: Joe Vittorelli 910.433.1863 jvittorelli@ci.fay.nc.us Address: 433 Hay Street, Fayetteville, NC 28301 Project Dates: Implementation completed in 2016; Maintenance is ongoing</p> <p>Project Description: The City of Fayetteville, NC contracted with Timmons Group for implementation of an Enterprise Asset Management System (EAMS) and Permitting solution. Through extensive evaluation, the City chose Azteca Cityworks Server AMS (Asset Management System) and Azteca Cityworks Server PLL (Permits, Licensing, and Land) as their asset management and permitting platforms.</p> <p>Timmons Group utilized a phased approach for implementation of both the Cityworks AMS and Cityworks PLL implementations. The first phase of the implementation set the stage for the remainder of the project by addressing IT-related requirements and provided overviews of configuration information that were collected in the subsequent phases.</p> <p>Timmons Group then moved the City into Phase 2 of the implementation, development of the System Design and Configuration Plan (SD&C). Timmons Group and the City's staff took part in multiple business process analysis and business process improvement meetings to review workflow and system integration requirements for each department. The results of those meetings produced a clearly defined Cityworks configuration and a formal set of procedures that were documented in the SD&C plan.</p> <p>The resulting SD&C plan kicked off Phase 3 of the project, Cityworks Configuration. Utilizing the SD&C plan requirements, Timmons Group configured the Cityworks AMS and PLL databases. Timmons Group and the City performed a series of configuration review meetings to develop the final Cityworks configuration and integrations.</p> <p>As part of the final phase of the project, Timmons Group provided the City with a comprehensive five-day on-site Cityworks training session through a hands-on approach for both end users and Cityworks administrators. Timmons Group also provided three days of on-site go-live support to assist the City with any on-the-fly configuration changes.</p> <p>Under this contract, Timmons Group implemented Cityworks Server AMS for the City's environmental services division. This division is responsible for the collection and management of residential and commercial solid waste and recycling programs for the City's 200,000 plus inhabitants. Timmons Group implemented the Cityworks Server technology to streamline and improve the way the City handled service request routing, tracking, and management, and to improve the work order management process. Included in this implementation was integration with the City's public report-a-problem portal, SeeClickFix.</p> <p>Timmons Group implemented Cityworks Server PLL for the City's Permitting, Building Inspections, and Code Enforcement divisions. This implementation allowed the City to streamline the application and review process by enabling each division to share and access pertinent information through a single portal based on a cohesive workflow.</p>



Software and Implementation Services for Community Development System
City of Round Rock, TX



Cityworks® Enterprise PLL Implementation & CitySourced integration | City of Brookhaven, GA
Contact: Robert Mullis | 404.637.0640 | Robert.mullis@brookhavenga.gov
Address: 1 Independence Hill, Farmingville, NY 11738
Project Dates: Implementation completed in 2017; Maintenance is ongoing

Project Description: The City of Brookhaven, Georgia, a City of approximately 50,000 residents, contracted with Timmons Group for an Implementation of Cityworks PLL Software and Meritage Conversion. Project tasks included upgrading the City's existing Cityworks software to implement the Permits, Licensing, and Land (PLL) software module. Along with this implementation, Timmons Group also migrated data for historical permits from the City's current Meritage system to meet business needs 3 years out. Timmons Group is also integrating Cityworks PLL with OnBase's Electronic Plan Review. The Timmons Group Public Facing Portal was also implemented.



Cityworks® Enterprise PLL Implementation | City of Winston-Salem, NC
Contact: Lee Nichols, IS Project Coordinator | Tel. 336.747.7013 | Email: leen@cityofws.org
Address: 101 N. Main Street, Winston-Salem, NC 27101
Project Dates: Implementation completed in 2017; Maintenance is ongoing

Timmons Group implemented Cityworks PLL (Permitting, Licensing and Land) and a custom Public Portal. The implementation replaced the City's previous system, Hansen 7, as it was becoming outdated, inefficient, and unable to perform vital features the growing community needed.

By implementing Cityworks, the City gained direct control over their business processes, which became completely customizable based on specific needs and allowed ease of coordination between several vital City departments. The City also saw improvement in system reporting through the development of custom reports using PL/SQL and SAP Crystal Reports.

The need to develop a custom Public Portal grew from the City's desire to include several additional functional requirements that were not standard with Cityworks' portal, such as increased scheduling capabilities, concentrated searching options, as well as easier payment options for their clients. Timmons Group worked alongside the client to ensure all options were included in the new system—and would address all needs appropriately. Using ESRI best practices and our expertise in development, the custom Public Portal was deployed to Savannah's Oracle environment for Cityworks 2014 SP5 and Esri ArcGIS Server 10.2as.

With the successful implementation, the City of Savannah now maintains their assets over multiple departments through an integrated system. The new system also allows the City to identify and maintain workflows while giving citizens the access they need to permitting and business licenses.

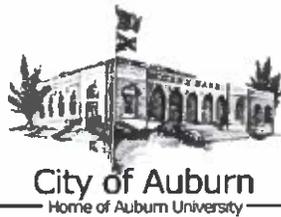


Implementation of Cityworks® Permits, Licensing and Land (PLL) | St. Johns County, FL
Contact: Rocky Agbunag | Tel. 904.209.0273 | Email: ragbunag@sjcfl.us
Address: 500 San Sebastian View, Saint Augustine, FL 32084
Project Dates: Implementation completed in 2018; Maintenance is ongoing

Project Description: The County of St. Johns, Florida, contracted with Timmons Group to provide professional services in the implementation of Azteca System's Cityworks Permits, Licensing and Land (PLL) software module and to manage the implementation process for use in the Department of Public Works processes.



LETTERS OF REFERENCE



June 29, 2015

Timmons Group
Ron Butcher
1001 Boulders Parkway
Suite 300
Richmond, Virginia 23225

RE: Cityworks® Enterprise Asset Management System Implementation

Dear Mr. Butcher:

I would like to take this opportunity to express my gratitude and appreciation for Timmons Group's performance on the implementation of our Enterprise Asset Management System over the past several projects (water distribution division, sewer collection division and public works department). We have been extremely pleased with the software provided by Azteca Systems, Inc. (Cityworks) and services provided by Timmons Group.

These tasks required defining our business processes, building integration between enterprise systems and configuring Cityworks to streamline and improve the way the City was currently handling service request routing, tracking and management. This dramatically improved our work order management process, much due to your staff's demonstrated knowledge, expertise, diligence and resourcefulness.

Timmons Group's expert implementation of Cityworks has opened a new future of asset management system capabilities and addresses the City's mission of providing quality, responsible services to its citizens. We are proud of the solutions we have built with Timmons Group and hope to continue leveraging our relationship to further develop solutions to maintain an excellent quality of life in the City of Auburn.

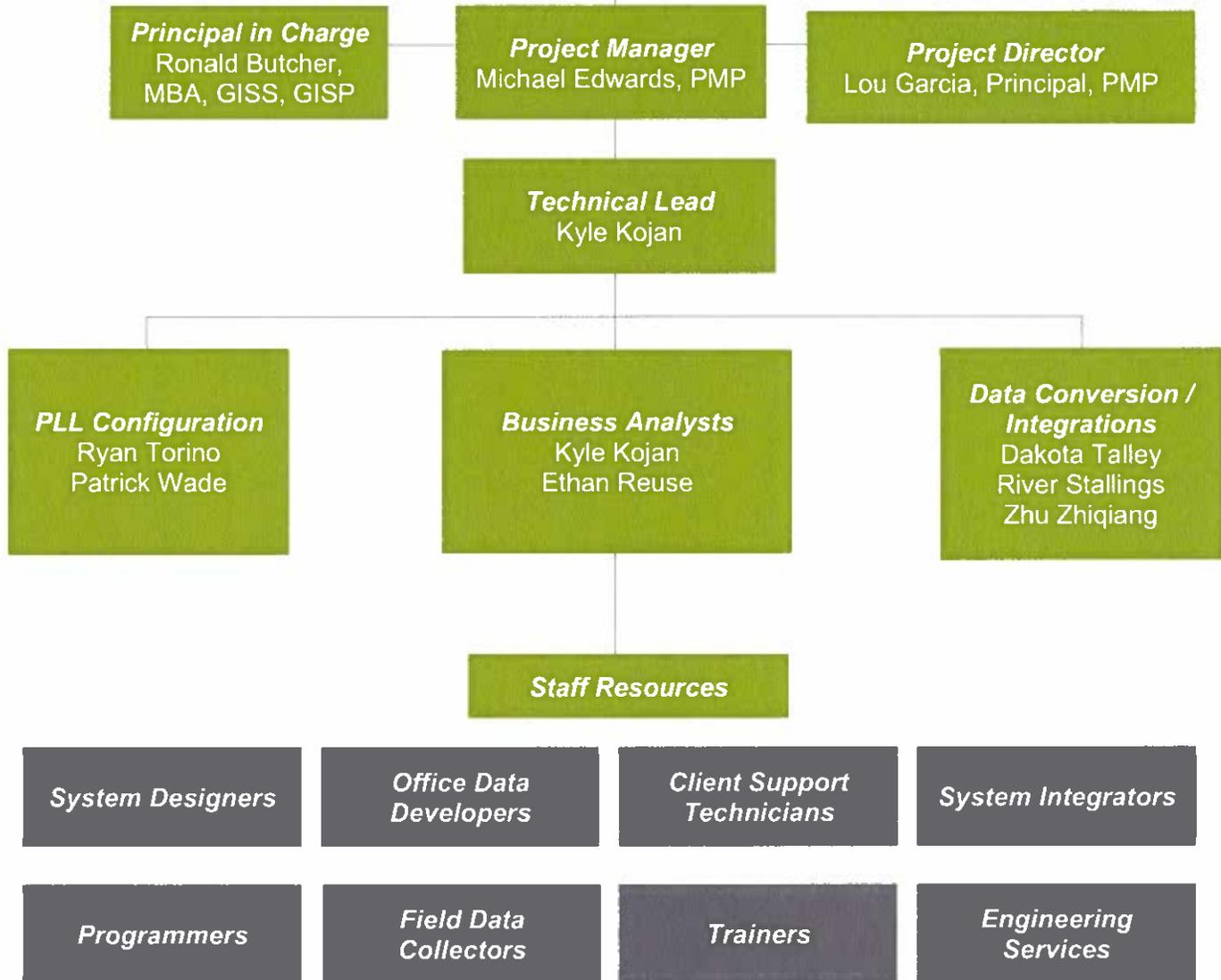
Best regards,



Christopher Graff, GISP
GIS Manager, City of Auburn

144 Tichenor Avenue • Auburn, Alabama 36830
(334) 501-7260 • FAX (334) 501-7299 • www.auburnalabama.org

PROJECT TEAM





Key Personnel

Project Director and Main Proposal Contact

Lou Garcia, Principal, PMP | Telephone: 443.904.3897 | E-mail: louis.garcia@timmons.com

As Project Director, Lou will work alongside Michael (Project Manager) to ensure all tasks and expectations are met by Timmons Group. Lou will also be responsible for the management of resources and overseeing finances to ensure the project progresses on time and under budget. He has over 30 years of experience authoring and managing numerous project management plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

Project Manager

Michael Edwards, PMP | Telephone: 804.402.7300 | E-mail: michael.edwards@timmons.com

Michael is the Project Manager assigned to this project. Upon award, he will be responsible for the day to day communications with Round Rock, coordination of activities relating to the installation and implementation team and will ensure successful accomplishment of the scope of work – all within the contract budget and project schedule. Michael now leads the successful implementation of Cityworks AMS and PLL for clients across the United States. Michael has also led the successful integration of Cityworks with numerous 3rd party applications as well as data conversion from legacy permitting systems such as TrakIT. Michael is also capable of managing the development of complex tools that integrate seamlessly with Cityworks.

Additional Key Personnel

Ron Butcher, MBA, GISP, Principal in Charge Ron's background in the development and implementation of asset management projects affords us added depth and the ability to leverage his additional real world experiences in all of our consulting efforts. Ron will serve as the Principal in Charge for this project. He will be responsible for overseeing all technical aspects of the Round Rock engagement to ensure the development and delivery of an enterprise solution focused on Savannah project goals and objectives.

Kyle Kojan, Technical Lead Kyle has experience conducting discovery workshops for both Cityworks implementations and integrations with other systems. He is also experienced in performing data migrations from legacy systems into Cityworks. In addition, Kyle has led training sessions and developed design documents for integrations and customizations to the Cityworks software. Kyle has worked closely with the Timmons PLL Portal on a number of projects, and is well versed in the functionality and implementation process for the portal. Kyle is also a certified installer of the OnBase document management software, and has worked on projects that integrate the OnBase Plan Review module with the Timmons Portal. Kyle has the extensive knowledge needed to fulfill the requests of any project and has shown to be a valuable asset to our Cityworks AMS and PLL implementation teams.

Ryan Torino, PLL Configuration Ryan is an Analyst who has extensive experience working on various GIS projects across multiple levels of state and local government. His project experience includes Next-Generation 911 data maintenance for local governments, parcel data maintenance, stormwater/sewer data maintenance, road centerline maintenance, and right-of-way maintenance. During his time at Timmons Group, he has served in several staff-augmentation assignments at Chesterfield County and the Virginia Department of Transportation where he took the initiative to identify and implement business practices to more efficiently maintain various GIS datasets. Ryan transitioned to the Asset Management and Community Development group at Timmons Group in September 2019 and has worked on various Cityworks implementation projects including the City of Asheville, the City of Fayetteville, Napa Sanitation, Douglasville-Douglas County Water and Sewer Authority, and the City of Toledo. Ryan is very proficient working with SQL, Crystal Reports, and ArcGIS, and having an extensive background in GIS, he uses this background to optimize the clients' utilization of Cityworks in conjunction with their GIS data. Ryan is a superb communicator, problem-solver, and always strives to ensure he meets the client's needs and expectations.

Patrick Wade, PLL Configuration Patrick has considerable experience working with GIS for a wide variety of projects involving field data collection, spatial analysis, and application development. He has used GIS to maintain and create large datasets for addressing, natural and municipal resources, parcels, sustainability projects, and a range of utility assets. Added to Timmons Asset Management team in 2019, Patrick has worked on a number of projects with clients, including Albemarle County Service Authority, Asheville Department of Public Works, City of Salem, Virginia, and West Valley City, Utah. He has assisted in the development and implementation of Cityworks AMS and PLL applications for clients and is experienced in creating solutions to meet or exceed client expectations.



Software and Implementation Services for Community Development System City of Round Rock, TX

Ethan Reuse, Business Analyst Ethan has excellent GIS technical analytical skills and has worked on GIS field data collection and validation projects for 911, electric power distribution, and water utility location. He has GIS data maintenance and update experience including: parcels, Structures, addressing, utilities, and natural resources. He is skilled in implementing Cityworks AMS/PLL server and has done so successfully for a handful of clients. He has also successfully performed on site training and workshops for the following clients: City of Asheville Department of Public Works, Spotsylvania County Department of Public Utilities, MidPeninsula Regional Open Space District, and the City of Madison, Wisconsin. Through these trainings he has developed training documentations and has developed bonds with the clients while being onsite. Ethan has become experienced in editing and customizing work activity pages in Cityworks using XML to meet the needs and wants of the clients that is not available in Cityworks directly out of the box.

River Stallings, Data Conversion/Integrations River is an Applications Developer at Timmons Group. He is experienced with software development including web, desktop, and console applications, server deployment, data analysis, unit testing, and database development. His skills include C#, PHP, Ruby, JavaScript, JQuery, CSS 3, HTML 5, Bootstrap, .Net, MVC, UX design, ESRI JavaScript API, Google Maps API, PublicStuff API, Cityworks API, and SQL and Oracle database scripting. River has the extensive knowledge needed to fulfill the requests of any project and has shown to be valuable on our development team.

Zhiqiang Zhu, Integrations / Public Portal/Mobile Tools Zhiqiang is a GIS applications developer at Timmons Group. He has a diverse background in design and coding development in GIS-based projects and as full-stack .Net developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. He is flexible in roles and always ready to help others to ultimately achieve team goals. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

Dakota Talley, Data Conversion/Integrations Dakota is a GIS Analyst in Timmons Group's Asset Management and Community Development group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota has played a valuable asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

Detailed resumes are included on the following pages:

**Lou Garcia, PMP | Project Director, Timmons Group****Education**

BS, Geography and Environmental Planning, Towson University, 1989

Experience

30 Years

Certifications

Project Management Professional (PMP), Project Management Institute; March 2009

Cityworks AMS Server; June 2012

Miller-Hieman Business Development Training; December 2005

Staff Management Training; August 2005

Spatial Database Standards for Infrastructure and the Environment 2.5 ; (SDSFIE) March 2005

Mapping Grade GPS Training; December 2004

Trimble Survey Grade GPS Training; November 2004

Project Management Training, American Management Association; March 2001

Lou Garcia is a Senior Project Manager with over 30 years of experience in Consulting and Project Management of Enterprise Asset Management, GIS, engineering, and surveying projects. He has experience at the technical consultant leadership level in applying analytical processes to the planning, design, acquisition, and implementation of new and improved business processes, GIS tools, productivity tools, and services. He has authored and managed numerous project management plans, work plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

Select Project Experience

- Cityworks Server PLL Implementation for New Asset Tracking, Spotsylvania County Department of Utilities, VA
- Cityworks Server AMS & PLL Software Implementation, City of Alpharetta, GA
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Implementation Services for Cityworks PLL Phase 1, Escondido, CA
- Cityworks PLL Integration, St. Johns County, FL
- Cityworks PLL Integration, Brookhaven, GA
- Public Facing Portal, West Valley City, UT
- Cityworks Server AMS Software Implementation, Bartow County, GA
- Cityworks Server AMS Software Implementation, City of North Miami Beach, FL
- Cityworks Server AMS Software Migration from Cityworks AMS Desktop, City of Lebanon, OH



Ron Butcher, Jr., GISP, MBA | Principal in Charge

Education

MBA, Management Information Systems, University of Dayton, 2000

BS, Computer Science, Magna Cum Laude, Park University, 1994

Experience

18 Years

Certifications

GIS Professional (GISP)

GIS Surveyor (GISS), South Carolina

Ron is an accomplished Senior Manager with 18 years of success developing, integrating and aligning technologies to meet customer business needs and achieve corporate goals and objectives. Results-oriented director with effective balance of long-range vision and realistic pragmatism; highly adept at devising new strategies, tools and services that provide superior results at minimal cost. He is an inspirational and collaborative leader with a talent for building successful, long-term relationships with customers, forging consensus between stakeholders with various priorities, and developing cohesive, high-performance teams ready to meet any challenge.

Ron leads our team of subject matter experts focused on the delivery of Enterprise Asset Management (EAM) solutions required to solve the complex asset management challenges for our water, wastewater, stormwater, gas, electric and public works clients. He has significant Cityworks EAM implementation and system integration for utility customers throughout the United States.

Select Project Experience

- Cityworks Server PLL Implementation for New Asset Tracking, Spotsylvania County Department of Utilities, VA
- Cityworks Server AMS and PLL Software Implementation, City of Fayetteville, NC
- Cityworks Server PLL Implementation, Herndon, VA
- Cityworks Server PLL Implementation, Auburn, AL
- Cityworks Server PLL Implementation, Brookhaven, GA
- Cityworks Server PLL Implementation, Tallahassee, FL
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Cityworks Server AMS Software Implementation, City of Naperville, IL
- Cityworks Server AMS Software Implementation, Hamilton County, TN
- Enterprise Work Management System, City of Alpharetta, GA
- Cityworks EAMS, Department of Public Utilities, Auburn, AL
- Cityworks EAMS, Lafayette Consolidated Government, LA
- Cityworks Computerized Maintenance Management System, Department of Public Utilities, Richmond, VA
- Cityworks EAMS Support, Department of Public Works and Environmental Services, Alexandria, VA

**Michael Edwards | Project Manager, Timmons Group****Education**

BA, Public and Urban Affairs, Virginia Tech, 2011

MS, Urban Regional Planning, Virginia Commonwealth University, 2013

Experience

8 Years

Michael is a Project Manager at Timmons Group with considerable experience in Cityworks consulting and enterprise system design gained through work with utilities, state and local governments and private industry. Michael began his career in urban planning where he quickly gained expertise in GIS systems, data collection and analysis. Michael now leads the successful implementation of Cityworks AMS and PLL for clients across the United States. Michael has also lead the successful integration of Cityworks with numerous 3rd party applications as well as data conversion from legacy asset management systems. Serving as our Product Manager for the Timmons Group Portal, our Mobile Inspection tool for Cityworks PLL and various Cityworks plugins, Michael is also capable of managing the development of complex tools that integrate seamlessly with Cityworks.

Select Project Experience

- Cityworks Server PLL Implementation for New Asset Tracking, Spotsylvania County Department of Utilities, VA
- Cityworks Server PLL Implementation, Charleston Water, SC
- Cityworks Server AMS and PLL Software Implementation, City of Fayetteville, NC
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Cityworks PLL Implementation, St. Johns County, FL
- Cityworks PLL Implementation, Brookhaven, GA
- Cityworks PLL Implementation, Auburn, AL
- Cityworks Server Implementation (PLL), Tallahassee, FL
- Cityworks Server Implementation (AMS), Bartow County, GA
- Cityworks Server Implementation (AMS), Lebanon, OH
- Timmons Group PLL Portal, Product Development Manager
- Cityworks® Server AMS, Asset Management System Implementation, Garland, TX
- Skagit County Cityworks Enterprise Asset Management System Implementation, Skagit County, WA
- Milwaukie Cityworks Implementation, Milwaukie, OR
- Cityworks Data Conversion, City of Herriman, UT
- Cityworks Enterprise Asset Management System Implementation, Alpharetta, GA
- Cityworks AMS Implementation, Goochland County, VA

References

- Spotsylvania County, VA | Erik Ray | (540) 898-2053 | Eray@spotsylvania.va.us
- City of Auburn | Chris Graff | 334.501.7260 | cgraff@auburnalabama.org



Kyle Kojan | Technical Lead / Business Analyst

Education

BS, Environmental Studies, Virginia Commonwealth University, 2015

Experience

4 Years

Kyle is a GIS analyst at Timmons Group. He is experienced with data development, data analysis, GIS mapping, and project deliverable quality control based on defined parameters. He has extensive knowledge of Cityworks Server PLL and the Timmons Group PLL Portal. Kyle has experience conducting discovery workshops for both Cityworks implementations and integrations with other systems. He is also experienced in performing data migrations from legacy systems into Cityworks. In addition, Kyle has led training sessions and developed design documents for integrations and customizations to the Cityworks software. Kyle has worked closely with the Timmons Group PLL Portal on a number of projects and is well versed in the functionality and implementation process for the portal. Kyle is also a certified installer of the OnBase document management software and has worked on projects that integrate the OnBase Plan Review module with the Timmons Portal. Kyle has the extensive knowledge needed to fulfill the requests of any project and has shown to be a valuable asset to our Cityworks AMS and PLL implementation teams.

Select Project Experience

- Cityworks Server PLL Software Implementation, City of Winston-Salem, NC
- Cityworks Server PLL Software Implementation, Auburn, AL
- Cityworks Server PLL Software Implementation, Charleston Water, SC
- Cityworks Server PLL Software Implementation, Brookhaven, GA
- Cityworks Server PLL Software Implementation, Tallahassee, FL
- Cityworks Server PLL Software Implementation, Escondido, CA
- Cityworks Server PLL Software Implementation, Edmond, OK

Ryan Torino | PLL Configuration

Education

BA, Geography, Virginia Tech, 2012

Experience

6 Years

Ryan is an Asset Management/Community Development Analyst who has extensive experience working on various GIS projects across multiple levels of state and local government. His project experience includes Next-Generation 911 data maintenance for local governments, parcel data maintenance, stormwater/sewer data maintenance, road centerline maintenance, and right-of-way maintenance. During his time at Timmons Group, he has served in several staff-augmentation assignments at Chesterfield County and the Virginia Department of Transportation where he took the initiative to identify and implement business practices to more efficiently maintain various GIS datasets. Ryan is very proficient working with SQL, Crystal Reports, and ArcGIS, and having an extensive background in GIS, he uses this background to optimize the clients' utilization of Cityworks in conjunction with their GIS data. Ryan is a superb communicator, problem-solver, and always strives to ensure he meets the client's needs and expectations.

Select Project Experience

- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks PLL Implementation, Edmond, OK
- Cityworks PLL Implementation, Toledo, OH
- Cityworks AMS Implementation, Escondido, CA
- Cityworks AMS Implementation, Public Works, City of Asheville, NC

Patrick Wade | PLL Configuration

Education

MS, Geographic Science, James Madison University, 2018

Experience

3 Years

Patrick has considerable experience working with GIS for a wide variety of projects involving field data collection, spatial analysis, and application development. He has used GIS to maintain and create large datasets for addressing, natural and municipal resources, parcels, sustainability projects, and a range of utility assets. Added to Timmons Asset Management team in 2019, Patrick has worked on a number of projects with clients, including Albemarle County Service Authority, Asheville Department of Public Works, City of Salem, Virginia, and West Valley City, Utah. He has assisted in the development and implementation of Cityworks AMS and PLL applications for clients and is experienced in creating solutions to meet or exceed client expectations. He has participated in weekly client and on-site meetings where he has communicated with and delivered results for clients. Patrick brings a strong background in GIS to the team and significant experience working with local and state governments, as well as a variety of other entities. He is very communicative, works hard to deliver exemplary and timely project results and updates, and has a passion for collaborating with a team, while serving the community through the work that he does.

Select Project Experience

- Cityworks PLL Implementation, Edmond, OK
- Cityworks PLL Implementation, Toledo, OH
- Cityworks AMS Implementation, Albemarle County Service Authority, VA*
- Cityworks AMS Implementation, Salem, VA*
- Cityworks AMS Implementation, Asheville, NC
- Public Facing Portal for PLL, West Valley City, UT

Ethan Reuse | Business Analyst

Education

BA, Geography, Virginia Tech, 2016

MS, GIS/Cartography, University of Wisconsin Madison, 2018

Experience

4 Years

Ethan has excellent GIS technical analytical skills and has worked on GIS field data collection and validation projects for 911, electric power distribution, and water utility location. He has GIS data maintenance and update experience including: parcels, structures, addressing, utilities, and natural resources. He is skilled in implementing Cityworks AMS/PLL server and has done so successfully for a handful of clients. He has also successfully performed on site training and workshops for the following clients: City of Asheville Department of Public Works, Spotsylvania County Department of Public Utilities, MidPeninsula Regional Open Space District, and the City of Madison, Wisconsin. Through these trainings he has developed training documentations and has developed bonds with the clients while being onsite.

Select Project Experience

- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks PLL Implementation, Edmond, OK
- Cityworks PLL Implementation, Baltimore County, MD
- Cityworks AMS Implementation, Albemarle County Service Authority, NC*
- Cityworks Data Audit/Support, Spotsylvania County, VA*



River Stallings | Data Conversions / Integrations

Education

BS, Computer Information Systems, ITT Technical Institute, 2011

Experience

9 Years

River is an Applications Developer and Product Manager at Timmons Group. He is experienced with full-stack software development including web, desktop, console, and mobile applications, server deployment, data analysis, data modelling, data management, unit testing, and database development. His skills and knowledge areas include C#, PHP, Ruby, JavaScript, JQuery, CSS 3, HTML 5, Bootstrap, .Net, MVC, UX and UI design, ESRI JavaScript API, Google Maps API, PublicStuff API, Cityworks API, and MSSQL and Oracle T-SQL and PL/SQL database scripting. He has worked on PLL and AMS Cityworks data integrations with the SCADA, PublicStuff, Quickbooks, Wonderware, Munis systems. He has successfully integrated the Timmons Group PLL Portal with several payment processing systems including Elavon, Strip, PayPal, InvoiceCloud, OpenEdge, ETS, Trust Commerce, and iPament. River is also responsible for the development, management, and enhancement of the Timmons Group PLL Portal.

Select Project Experience

- Cityworks-Timmons Group PLL Public Portal Design and Development, City of Tallahassee, FL
- Cityworks-Timmons Group PLL Public Portal Design and Development, City of Winston-Salem, NC
- Cityworks-Timmons Group PLL Public Portal Design and Development, West Valley City, UT
- Cityworks-Timmons Group PLL Public Portal Design and Development, O'Fallon, IL

Zhiqiang Zhu | Data Conversions / Integrations

Education

BS, Computer Science, South China University of Technology, 2008

MS, Computer Science, Colorado State University, 2011

Experience

6 Years

Zhiqiang is a GIS applications developer at Timmons Group. He has diverse background in design and coding development in GIS-based projects and as full-stack .Net developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. He is flexible in roles and always ready to help others to ultimately achieve team goals. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

Select Project Experience

- Savannah Cityworks AMS/PLL Implementation, Winston-Salem, NC
- Implementation of Cityworks Permits, Licensing and Land (PLL) software, Auburn, AL
- Cityworks PLL Public Portal, Fayetteville, NC
- Tallahassee PLL Portal Modifications, Tallahassee, FL



Dakota Talley | Data Conversions / Integrations

Education

BA, Geography, Virginia Tech, 2016

Experience

2 Years

Dakota is a GIS Analyst in Timmons Group's Asset Management group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota has played a valuable asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

Select Project Experience

- City of Brookhaven PLL Implementation, Brookhaven, GA
- Cityworks PLL Implementation, Escondido, CA
- Cityworks PLL Implementation, St. John's County, FL
- Cityworks PLL Implementation, Charleston Water, SC
- DDOT Cityworks Business Process Redesign, Washington, DC
- Madison Asset Management Implementation, Madison, WI
- Renton Cityworks AMS Parks Implement, Renton, WA
- Albemarle County Service Authority, Cityworks AMS Implementation, Albemarle County, VA
- Bellingham Cityworks AMS Implementation, Bellingham, WA
- Napa Sanitation Cityworks AMS Implementation, Napa County, CA

PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING OF THE PROJECT

Timmons Group understands that the City of Round Rock (Round Rock) desires a proposal to provide a migration from your existing system (TrackIT) to Cityworks PLL to support the Permitting, Development Review and Inspections processes that assure Round Rock adheres to local, state, and federal requirements and that citizens are protected from environmental or public safety hazards. The proposed software solution (Cityworks PLL) will increase the coordination between departments, will improve the accuracy and speed of the review of permit requests, provide support documentation for review decisions, and increase efficiencies in researching property history and ordinance violations for the City of Round Rock.

Our proposed scope of services includes:

Service item included in proposed scope	Timmons Group will provide	Task Reference
Set up all permit types and workflows in Cityworks PLL	Yes	Tasks 7, 8 & 9
Review workflows with City staff for final approval	Yes	Tasks 7, 8 & 10
Setup a fee schedule for all permit types, the vendor will be expected to establish fee calculations and GL account codes for each permit type	Yes	Tasks 7 & 8
Setup template letters to customers	Yes	Tasks 7 & 13
Set up invoice templates	Yes	Tasks 7, 8, 9 & 13
Provide training or opportunities to City staff	Yes	Task 14
Be onsite during the final go-live in order to quickly address any potential issues	Yes	Task 17
Provide after go-live support to resolve any potential conversion issues	Yes	Task 18

To meet these goals our approach will begin with the review of existing business processes so that the new technology supports best practice processes and operation improvements. By utilizing an iterative approach with an intuitive solution, Round Rock staff will be provided with the means to adopt best practices, streamline processes, manage costs and promote transparent access to permit and development management activity information. This effort will support Round Rock as it strives to provide an exceptional level of service to an increasingly technologically savvy and growing population.





Software and Implementation Services for Community Development System City of Round Rock, TX

To facilitate these goals Round Rock needs to evaluate, purchase, and implement Cityworks PLL. Timmons Group has addressed the following functional areas in the sections below:

- Land use-based record keeping including addressing, parcels and related zoning
- Pre-development review including requests for building permits through the Plans Review Process, Preliminary Plats and Site Development Plans
- Permit application processes, including but not limited to Building Permits, Electrical Permits, Plumbing Permits, Land Disturbance Activity Permits, Zoning Permits, etc. Cityworks PLL has the capacity to expand to include new permits and applications in the future.
- Permit issuance and fees payments
- Certificate of Occupancy and Certificate of Completion issuance and tracking
- Contractor licenses
- GL Code assignment/tracking
- Report development and research capabilities for permit, inspection and applications
- Code and Engineering

TECHNICAL APPROACH

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to The City of Round Rock (Round Rock). Our approach for each major Stage and Task is centered on three major program components:

- Project Management
- Core Software Configuration
- Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems

Successful implementation of Cityworks PLL as a core technology for Round Rock requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and designed for prior to implementation.

In order to better demonstrate the implementation tasks to implement Cityworks PLL, and the Timmons Group PLL Portal, our implementation methodology is broken into 2 distinct phases as follows:

- **Phase 1 = Cityworks PLL implementation**
- **Phase 2 = Timmons Group PLL Portal implementation**

As previously stated, the success or failure of Cityworks PLL implementations is most often not attributable to the technology components, but rather to managing the implementation of the software solution and the organization's ability/inability to effectively achieve the change associated with the implementation. We will partner with Round Rock in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed.

The failure to adequately train and support new users is often a cause for immediate and permanent resistance to the adoption of the system. ***Incorporating a strong training and coaching program is an effective change management tool*** and appropriate budget allocations should be made and adhered to throughout the system implementation and adoption life-cycles. In addition, Round Rock would be well-served by identifying and empowering staff responsible for the daily operations and administration of the system. This individual (or individuals) should have a broad understanding of the varied services each department provides, the technique in which services are delivered, and the manner of how Cityworks solution supports the delivery of each service. The responsibilities will also include the coordination of various support mechanisms available to each end user for the assistance in expanding the user's knowledge of not just their role within the community development program, but also in a broader context of the overall importance of the enterprise community development program to the organization.



Preliminary Project Plan

This project will be serviced via our resources located in our corporate headquarters in Richmond, VA; as well as various other offices across the United States.

Round Rock is ready to begin implementation of Cityworks Server PLL to organize, manage and track its Permitting, Inspections, Licensing and Code Enforcement activities. Successful implementation of the Cityworks Server PLL solution as a core technology for Round Rock's Community Development System requires a thorough understanding of all the individual processes and business intelligence applications embraced throughout the organization. By utilizing Timmons Group's proven phased implementation approach we will be able to design a solution capable of delivering the desired functional goals, while providing the returns-on-investment upon which the project has been justified and its successes will be measured.

Successful program management requires a high degree of commitment to both operational and fiscal results; an acceptance of accountability for conformance to project requirements; and the people skills needed to forge a synergistic chemistry between diverse stakeholders

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple enterprise Cityworks projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper utilization of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- **INITIATION** – project authorizations and expectations
- **PLANNING** – project definitions, objectives, deliverables, and analysis of alternatives
- **EXECUTION** – coordination of resources, quality control, delivery of products and services
- **CONTROLLING** – monitoring and measuring to identify variances and initiate corrective actions
- **CLOSING** – acceptance of project results and deliverables

With our Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts and the Round Rock Core Team, we propose to utilize the following management tools in order to programmatically and proactively manage the proposed project to a successful end.

The following implementation and support functions will be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- Infrastructure/Hardware/Environment Configuration and Build, if applicable
- Business Review, GAP Analysis and Solution Recommendation
- System/Application Configuration and Validation
- Data Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Implementation
- Operations, Maintenance and Support

The Timmons Group approach to the Cityworks® Server PLL implementation and configuration is to work interactively and iteratively with Round Rock, to identify and rank the workflows and interactively model the processes in PLL. Through this effort Round Rock staff, who are designated to manage and maintain PLL, will participate in the development process and learn the nuances of building the workflows, templates, and cases. A comprehensive training program that is focused on creation, maintenance, and administration of PLL using Round Rock specific workflows created in conjunction with Round Rock staff will be pursued. Our team has found this process to be cost effective and ensures our clients are comfortable in taking ownership of their PLL environment. At a minimum the configuration will include the following for the PLL implementation process:

Planning and Zoning

Site Plan Review





Software and Implementation Services for Community Development System City of Round Rock, TX

Fee Calculation	Permits
Building Plan Review	Inspections
GL Account Codes	Contractor Licensing

The implementation team will facilitate a series of onsite workshops with identified Cityworks users for the purpose of establishing the necessary understanding of individual responsibilities, work processes, regulatory stressors, etc. We also understand that converting legacy data from the existing software product (TrackIT) will be necessary within our proposed scope of services. By gathering and analyzing the end user requirements, the implementation team will best prepare us to implement Round Rock's solution such that the individual user requirements are able to be met in the context of Round Rock's over-arching strategies.

Our Approach to Project Management

Timmons Group specializes in delivering community development solutions for our clients. We have accumulated years of experience and lessons-learned that has shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and Round Rock's project stakeholders;
- Preparing for, and conducting, all on-site and on-line meetings;
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal;
- Maintaining the project work plan and project schedule;
- Managing change; and
- Monitoring and reporting project performance.

Project Management Plan (PMP)

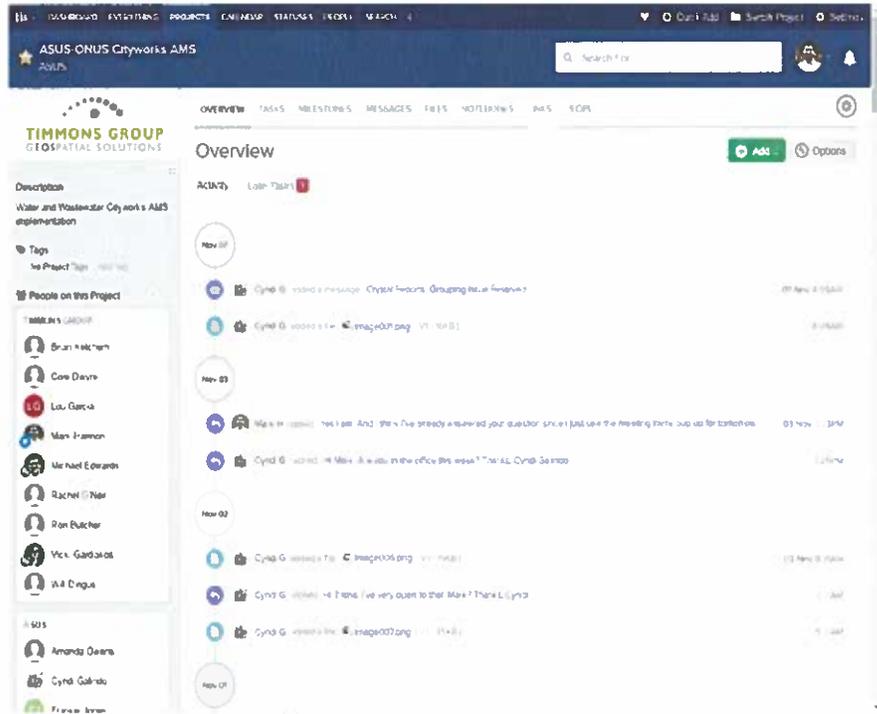
The PMP integrates and consolidates all of the subsidiary management plans from the planning process, including:

- Scope management plan (including the change management process)
- Schedule management plan
- Cost management plan
- Quality management plan
- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

Project baselines are established for schedule, cost and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

Project Tracking and Reporting

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will utilize the already established, dedicated, secure online project portal that provides centralized, on-demand access to project documents and status, that we are currently using for the Cityworks AMS Roadmap project. Our approach to project management is very "hands-on" and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution.





Software and Implementation Services for Community Development System City of Round Rock, TX

Standard project management documents that will be posted to the project portal include: bi-weekly status reports (MS Word), current and past versions of the project work plan (MS Project), key project decision log, risk register and a task/action item log. At the end of each month we will provide Round Rock with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks;
- Planned work to be carried out in the ensuing month;
- Problems (risks and impediments) encountered;
- Mitigation actions taken to resolve problems;
- Key decisions (technical and administrative);
- Open action items;
- Schedule update;
- Financial update; and
- Project performance measurements

Questions and Issue Tracking

Timmons Group recognizes that communication between Round Rock and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as Round Rock employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items in order to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to Round Rock core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Scope Management Plan

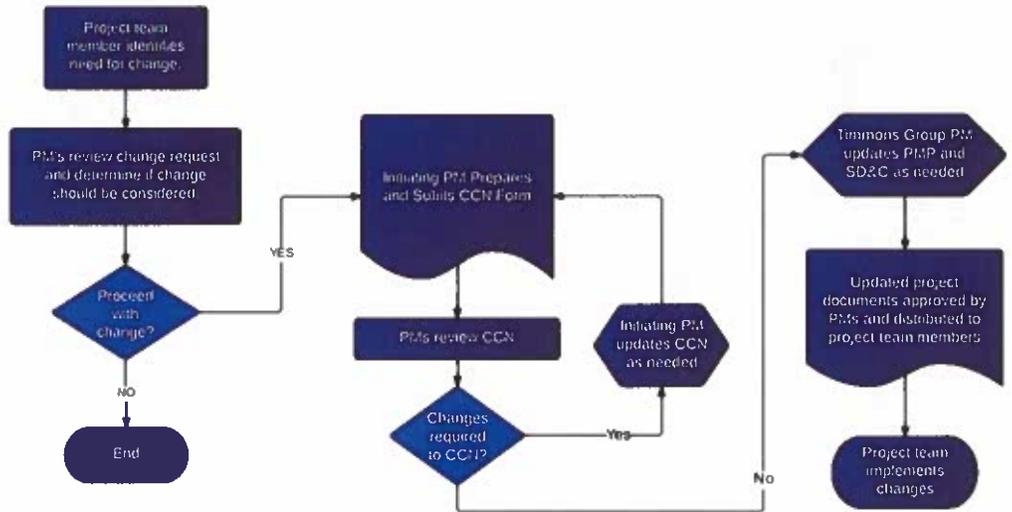
Understanding that issues will arise during the project that may require changes to the agreed-upon scope of work, a proactive method of identification and management of these issues must be utilized. Timmons Group uses a Change Control Process that is illustrated in the following process flow diagram: Final project costs are established through the development of a detailed Scope of Work – one that establishes what products and services will be delivered as well as those that will not be provided as part of the established fee. A level of open and honest communication among all stakeholders is required such that system functionality can be balanced with available funding, and appropriate and reasonable expectations set. Once these elements have been addressed, cost control becomes a multi-tiered effort involving effective project management, clear communication among stakeholders (especially the Project Managers), schedule management, and quality control. To protect both parties, client and consultant, a Change Control Process must be developed and adhered to throughout all phases of the project.

Any modifications or deviations from the agreed upon Scope of Work, including system functionality, service delivery, technical documentation, or project schedule or budget will be subject to Change Control procedures:

Any project team member may initiate a Change Request whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member should use a Change Control Notice (CCN) form as appropriate for the change:

1. Agreement to a Change Request signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
2. Changes will be identified and communicated by / to the respective Project Managers by any of the prescribed communication channels. Change Requests may be introduced via verbal conversation or other form of communication but must be supported by the appropriate CCN document.

3. All CCN's will be signed by both the Timmons Group and Round Rock Project Managers to indicate acceptance of the changes.
4. All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving Change Requests, as any delays to work in progress caused by a CCN may impact the overall project schedule.



The CCN template proposed for this project is presented on the following page. A complete library of CCN documents will be developed and archived for team reference as the project progresses.

Schedule Management Plan

Timmons Group utilizes Microsoft Project to track all tasks, milestones and dependencies of our enterprise asset management projects. The change control process is the same as the process outlined in Scope Management Plan. The schedule is reviewed at project progress meetings and any changes are agreed upon by the project team (which includes Round Rock stakeholders).

Risk Management

Risk Management is managed via project progress meeting and communicated via a shared document that identifies the risk, color codes the risk based upon several criteria and specifies a mitigation strategy. The Risk Register is included within the project progress report that will be provided to the project upon an agreed upon interval.

Our Approach to Quality Control

Quality Control on a Timmons Group Cityworks implementation project is on-going throughout the life of the project. In addition to formal items such as a Project Management Plan, Testing Plan and an Acceptance Plan and Acceptance Certification, we employ several quality control measures throughout the life of the project. We have assigned a Project Director to this project. In this role the Project Director will act as the Senior Technical Reviewer for all project deliverables. Specific quality control procedures include internal review meeting between the Project Director and the project team as well as a formal change control process to deal with project changes. Timmons Group has clear and defined roles for the Quality Control responsibilities of all staff members. Because all staff levels of the project team are involved in delivering quality service to our clients, each employee is given the necessary training and orientation to perform a specific task. Prior to being assigned to a specific Quality Control responsibility, staff members must meet minimum qualifications and must be approved by the Principal in Charge. Timmons Group has an established program for

IV. Risk management status:				
#	Potential Risk	Priority	Control Measures	Status
1	Group 1 Configuration	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
2	Group 1 data conversion	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
3	Group 1 reports	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
4	811 Data Import Tool	Medium	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
5	Training	High	Week of Oct. 16 & Oct. 23 rd needs confirmation by Metro	In process
6	Group 1 Go live	High	Items 1-5 must occur by due date to meet this date. Timmons PM & Metro PM to work to make sure these items occur as necessary	In process
7	Group 2 configuration	Low	LOE for group 2 is low	



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project Quality Control that is incorporated into our contract management process. Our primary means of building quality into every phase of each project is through the use of assigned senior technical reviewers (STR) and periodic QA reviews at the program level. Our reputation is built on the execution of existing work and products. Timmons Group has an excellent track record of providing high-quality services to public agencies, as demonstrated by our strong past performance ratings.

The goal of this phase is to develop an initial Project Management Plan (PMP) document, and to accomplish the initial data gathering prior to the kickoff meeting. This task "primes the pump" for the kickoff and configuration workshops and ensures there will be no IT related bottlenecks related to hardware or software purchases.

Our team utilizes a formal Project Management Plan (PMP) process for documenting, tracking and communicating the key elements of a project, which include: Project scope, schedule, work plan (including staff, stakeholders and other resources), budget, communication plan, definition of project goals and critical success factors, definition of team member roles and responsibilities, project assumptions, change management and risk management. The purpose of the PMP is to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and resolved promptly, and that project status is continuously communicated to project team members. Our Project Manager will draft a PMP for an initial review by Round Rock's Project Manager and other staff during the kickoff meeting.

Communication Management

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to Round Rock core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Bi-Weekly Status Call and Minutes – Timmons Group's Project Manager will prepare an agenda for and conduct a bi-weekly status call related to the specific work-in-progress of the project team. The Project Manager shall record and report via meeting notes the results and action items required. Bi-Weekly Status Calls can be regularly scheduled.

Bi-weekly Status Reports – Timmons Group's Project Manager will prepare monthly status reports using the template presented on the following page. Every other (roughly) bi-weekly status report shall be delivered to the Round Rock core team with each month's invoice. Bi-weekly status reports will also be archived online for additional, on-demand access. Monthly Status Reports are due within the fourth full week of the month, prior to the bi-weekly status call.

Project Report				
Project Name:				
Project Client:				
Project Number:				
Report Name:				
Report Date:				
Report Author:				
Report Distribution:				
Executive Summary:				
What we accomplished in the last month:				
1.				
2.				
Deliverable	First Revision Status	Second Revision Status		
What we plan to accomplish in the next month:				
1.				
2.				
Summary of anticipated and approved changes in project scope/schedule/budget:				
•				
Status of schedule and deliverables:				
Deliverable	Current Forecast	Actual	Status	Signoff
Risk management status:				
#	Potential Risk	Priority	Control Measures	Status
		Moderate		
		Low		



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Ad-Hoc Meetings – As is required throughout the duration of the project, additional meetings may be called by either Project Manager to address personnel, scheduling, technical, or other project issues. These meetings will typically be held via teleconference. Project team members will participate in these meetings as necessary. The Timmons Group Project Manager will document the meetings and distribute a summary to all project team members via email. The dates for project calls, meeting and reports will also be maintained on the project calendar, which will be available online for easy, on-demand access.

Task 1: Project Management

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple Cityworks AMS and PLL projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper utilization of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- **INITIATION** – project authorizations and expectations
- **PLANNING** – project definitions, objectives, deliverables, assumptions, and analysis of alternatives
- **EXECUTION** – coordination of resources, quality control, delivery of products and services
- **CONTROLLING** – monitoring and measuring to identify variances and initiate corrective actions
- **CLOSING** – acceptance of project results and deliverables

With our Program Director and Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts, third party vendors and Round Rock stakeholders, we propose to utilize the following management tools in order to programmatically and proactively manage the proposed engagement to a successful end. Timmons Group will provide the following Project Management services throughout the duration of the Contract:

- Review, analyze, and consult upon Round Rock current business processes communicated by staff.
- Develop, in cooperation with Round Rock Project Manager, a Project Plan, Communication Plan (within Project Plan) and Schedule
- Proactively manage and update the Project Plan, Communication Plan (within Project Plan) and Schedule, as required, throughout the duration of the Project. The Project Plan, Communication Plan (within Project Plan) and Schedule modifications will be facilitated upon common agreement between Round Rock and Timmons Group in accordance with the Change Control Notice process.
- Coordinate project events with Round Rock Project Manager and Timmons Group Team members
- Author, edit, review, and distribute project documentation and technical reports, as required
- Facilitate in-process review meetings with Round Rock Project Manager and end-users as scheduled, and appropriate, throughout the duration of the project
- Anticipate problem areas and propose and facilitate solutions (i.e. risk management)

Round Rock Responsibility – Round Rock project manager/team will review the Project Management Plan and ensure it meets Round Rock's requirements. The Round Rock project team is typically comprised of the following roles:

- Round Rock Project Manager
- Code Enforcement Officer
- Planner or the Planning & Zoning Coordinator
- Building Inspector
- Permit Technician
- Business Licensing Clerk
- GIS Analyst

Deliverables – Project Management Plan that will be managed over the life of the project.

Assumptions – Round Rock will review all documentation in a timely manner.

Task 2: Project Kick-off Meeting

Project team members and participating Round Rock staff will participate in a Project Kickoff Meeting to be held for the purpose of introducing the project participants, to establish the roles and responsibilities of all Project Participants,



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validate Round Rock goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions Round Rock staff may have.

Round Rock Responsibility – Round Rock stakeholders will attend the project kickoff meeting.

Deliverables – Project presentation and meeting minutes.

Assumptions – Round Rock will provide a conference room appropriately sized for the number of participants.

Task 3: IT/GIS Systems Workshop

Our configuration team will meet with the Round Rock project management and IT staff to discuss and define the hardware and technical requirements for the Cityworks PLL implementation that may go beyond what we already understand based upon previous conversations with your staff. We understand that the PLL software will likely be installed in and operate on the existing Cityworks AMS platform hardware. During this meeting various system architectures and minimum requirements will be explored to find the best fit for Round Rock. The goal is to ensure hardware is in place prior to initial software configuration. If during this process it is determined that additional server resources are necessary Timmons Group can work with Round Rock to procure this hardware or to explore various hosting options. We are comfortable with either deployment strategy.

Our Team will document the Core System Design Plan components (hardware & software) required to support the Cityworks PLL implementation. If deficiencies exist, we will provide an outline of recommended upgrades, configuration changes or other technical adjustments. The Core System Plan is developed in preparation for the configuration and implementation of the Cityworks PLL System. This plan will include the following:

- Review of current Cityworks AMS test and production platform including to see how/if PLL will work within the same environment:
 - Utilization
 - Performance
 - Architecture
 - Servers
 - Database
 - Software
- Network Requirements
- Hardware Requirements
- Peripheral Requirements
- Software Applications
- GIS data in support of Cityworks PLL

Round Rock Responsibilities - Round Rock is responsible to have IT & GIS staff present for the IT System meeting that are knowledgeable on the current Round Rock infrastructure and any planned modifications during the life of the project.

Deliverables – Core System plan for Hardware, Software, network configuration and GIS requirements for Cityworks PLL. Report detailing the existing technical test and production environments including any recommended upgrades or enhancements or licenses required to test or deploy Cityworks Server PLL.

Assumptions – Round Rock will purchase the Cityworks® Server PLL software. Round Rock will review all documentation in a timely manner.

Task 4: Data Gathering

The goal of this task is to meet with Round Rock departments and gather critical information that will be later loaded into the PLL environment. Data that will be gathered includes:

- Identify Database and Domain Administrators
- Identify PLL Administrator
- Identify PLL Users
- Select PLL Login Security Model
- Define ArcGIS Services
- Identify Email Settings for PLL
- Identify Contractors
- Permit Application Forms
- Reports and Printed Forms (permit cards, certificates of occupancy, violation notices, etc.)



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- Code Violation List
- Building Corrections List
- Frequent Applicants

Round Rock Responsibility – Round Rock staff will be available to assist with obtaining all information identified during the data gathering process.

Deliverables

- Systems Configuration Document (details which servers will be utilized by Cityworks and what software and the versions that will be installed on each server along with GIS services to be utilized for the Cityworks map)
- Round Rock to provide a PLL user list along with employee details (login name, email address, title, and department/division)
- Round Rock to provide list of contractors
- Round Rock to provide a list of Code Violations

Assumptions

- Esri ArcGIS Server installed and configured
- Necessary hardware and ancillary software available

Task 5: Install Cityworks Server PLL

Our configuration team will work with Round Rock IT staff to configure the Cityworks PLL software at Round Rock's facilities into a development environment. Our configuration team will work directly with Round Rock's Project Manager to verify that all core system components (servers, clients, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our configuration staff will be assisted remotely to facilitate Cityworks software installation, set-up, and configuration.

Round Rock Responsibility – Software and hardware for Cityworks installation and configuration. Software should already be setup from prior Cityworks AMS project, so task will be on running scripts for PLL configuration.

Deliverables – Cityworks PLL installed in a development environment.

Assumptions – Round Rock IT will ensure that software, hardware, and network connectivity meets Cityworks implementation specifications and specified in the Core System Design Plan. Round Rock IT staff will be available to assist our configuration team during Cityworks installation.

Task 6: Identify, Prioritize, Define, Workflow, Report, & Data Migration

The goal of this task is to identify and prioritize the permit types and workflows based on complexity, commonality, and impact on Round Rock.

- Workshop to identify and prioritize workflows & reports
- Receive and understand existing fee schedules and GL account codes for each permit type
- Introduction to PLL and security roles
- Receive existing letters and invoice templates

Round Rock Responsibility – Key Round Rock staff will participate in the requirements definition and workshops.

Deliverables

- Prioritize list of Round Rock Workflows based on Department
- Workflow documentation (existing)

Assumptions

- Documentation on workflows will be provided prior to system design
- Samples of reports will be provided by Round Rock
- Necessary Round Rock staff will attend and participate in meetings and workshops
- Round Rock will provide documentation on fee schedules
- Round Rock will provide documentation on existing GL account codes
- Round Rock will provide documentation on existing letters to applicants & invoice templates

Task 7: PLL Workflow Workshops

Our configuration team will conduct two separate three-day in duration workshops to begin the process of documenting the details of each case identified to be built in PLL. The workshops act as a discovery process to identify all of the components that are required to configure each case in PLL. Workshops sessions are typically broken down by division or workgroup to discuss cases handled by each group. Sometimes a representative from each division may need to be present for cases that have workflow tasks that span multiple workgroups.

Each workshop session begins with a brief software demonstration of Cityworks Server PLL to help familiarize participants with the core components and functionality of the software. The demonstration will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting these tool sets. It has been our experience that successful adoption of Cityworks is increased through repeated exposure of the software during the workshops.

During the workshops our configuration team will analyze the various technological, operational, and organizational elements of City's business for the purpose of ensuring the planned Cityworks implementation and expected system integrations are capable of delivering the feature-rich data needed to support the numerous complex operations and activities undertaken by the various departments.

In support of these efforts, our configuration team will analyze with Round Rock the following critical elements:

- **Workflows & Tasks** – Identify the current tasks and decisions that are involved with the workflow for each PLL case. The implementation team will identify points of possible improvement in existing workflows and discuss how current business processes may change or be modified to fit within the Cityworks application. The workflow review will identify each task within the workflow, all of the possible outcomes for each task, and the party responsible for completing tasks. Task results can trigger changes in case status, dictate path that the workflow follows, and send email notifications.
- **Data Requirements** – Review of the current application forms, requirements for submittal, checklists, violation lists, contractor lists, and other data that needs to be tracked and recorded as part of a case. Existing documents are reviewed on-site, and the configuration team will discuss with Round Rock how various items will fit into the Cityworks system. This will help give Round Rock some insight on what their data will look like in Cityworks.
- **Fee Calculations** – Identify the fees associated with each case and the information used to calculate the fees. The fee schedule is reviewed to ensure both parties understand all fees involved and how they are calculated and when they are assessed. This includes fees for application submittal, permits, and violations.
- **Reports/Printing/Notifications** – Reports, printing needs, and notification requirements are identified and documented during the review of the case workflows. The system will be configured to meet reporting requirements. Items like permit cards, notification letters, and notice of violations are also documented as these items will need to be developed as custom Crystal Reports that can be printed. Email notifications are also identified to be included in the configuration.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by Round Rock should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.
- **Data** – Existing data sets (spatial and tabular) maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established permitting and code enforcement best practices, as they relate to Round Rock's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide Round Rock to its ultimate Cityworks deployment and adoption goals and objectives.



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These core elements are the major components that will provide our configuration team and Round Rock an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our configuration team with a detailed look into the everyday processes marshaled by Round Rock staff. A primary objective of this task is for our configuration team to review and understand how the Round Rock conducts business and manages its processes. The ultimate goal is to provide knowledge to support and enable our configuration team to properly address the technological impacts of the system deployment and Round Rock to understand the technological impacts and the non- technological impacts related to business processes and workflows.

This is an iterative process so for every workshop there will be a review and modifications made as identified in the project plan.

Round Rock Responsibility – Aid Timmons Group configuration team’s Project Manager in developing a comprehensive agenda based on department and key staff. Participate in workshops and review SD&C Plan drafts. Provide data and discuss workflows identified in the workshops.

Deliverables – Workshop meeting minutes, workflow models, and high-level integration/interface document that are all part of the PLL SD&C Plan.

Assumptions – Round Rock will provide a conference room appropriately sized for the number of participants. Critical Round Rock staff will attend workshops and defined by the configuration workshop agenda.

Task 8: System Design and Configuration (SD&C) Plan

Once all of the required information about the PLL case data and workflows are gathered and analyzed our configuration team will work together to analyze and document the current status of the primary components of the business process. The SD&C will also fully define the integration of various systems identified and Cityworks PLL. Specifically, these components will be analyzed:

- **Case Data and Workflows and Fees** – This is the core of the PLL system. During the workshops detailed information will be documented that includes workflows, fees, case data, users, contracts, etc.
- **Enterprise Interface/Integrations** – Define possible high-level interface/integration requirements and model within Visio for interface/integration with Round Rock’s enterprise systems. This needs to be done at this level so that the configuration of PLL is done with the possibility to these future integrations. Without doing this at this stage, possible re-work of workflows may be necessitated with future integrations.

During the PLL configuration workshops, our implementation team will develop the workflows of the new system with the workshop participants. The recommended changes will strive to enhance the efficiency of required tasks and follow industry best practices, as well as to enhance the satisfaction of the citizens/businesses being served. The resulting Software Design and Configuration plan will be the floor plan for the configuration of PLL and will document the “to-be” workflows.

Round Rock Responsibility – Review of SD&C Plan drafts within five (5) business days.

Deliverables –SD&C Plan drafts.

Assumptions – Round Rock will review all documentation in a timely manner.

Task 9: Cityworks PLL Database Configuration

The configuration team will take the information gathered and documented and configure the Cityworks database. This task will take place within the development environment. The configuration of Cityworks will be based on the Cityworks Configuration Document and the SD&C Plan developed from the onsite workshops.

Services for this task will include, but are not limited to:

Users/Employees	Departments/Divisions
Case Templates	Case Types/Subtypes
Status Codes	Tasks/Workflows
Checklists	Case Data
Fee Setup	Violations Library



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Conditions	Flags
Contractors	People
GL Codes	Permit letters/templates

Round Rock Responsibility – Round Rock will continue to review and comment on Cityworks environment.

Deliverables – Updated Cityworks Configuration Document and SD&C Plan.

Assumptions – Cityworks configuration will implemented in the current Round Rock environment. Key Round Rock staff will have full access to this environment for training and review.

Task 10: Configuration Review Meetings

The configuration team will conduct multiple (to be scheduled) in person and webinar review workshops of the Cityworks configuration to gather feedback from Round Rock departments. Review workshops will cover the admin configuration, workflows, fees, and integrations.

Round Rock Responsibility – Attend configuration review meetings.

Deliverables – Configuration meeting minutes and updated Cityworks Configuration Document and SD&C Plan.

Assumptions – Round Rock will ensure attendance by staff and provide review comments in a timely manner.

Task 11: Integrations

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Our team has extensive experience configuring software and systems leveraging Cityworks API's that include Service Request, Work Order, PLL API, Inspections and Metrics, Cityworks SDK, and existing interfaces for billing systems, and financial systems as well as others.

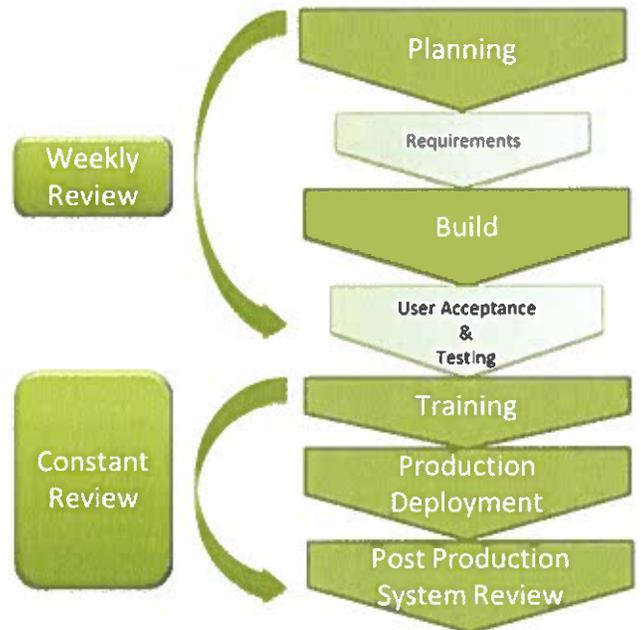
We understand Round Rock requires the following integrations:

- GIS – Including: ESRI (inherent, occurs "out of the box")
- Tyler MUNIS (City's ERP)
- Faster – Fleet Management
- SharePoint – electronic document management

The core Cityworks software configuration effort must have integration points established. This can occur previous to, or during the actual integration effort itself.

Timmons Group has developed and utilized a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

The steps include Planning, Build, Training, Production Deployment, and Post-Production System Review. These steps ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.



- **Planning** – Our planning is comprised of a workshop(s) where we engage our clients and iteratively work through the reasons for the integration, what data needs to flow back and forth (or sometimes in one direction), and how best from a technical perspective of how to achieve this integration (developing requirements). We will then



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develop to these requirements, use cases/stories and design the necessary workflows that depict the transfer of data between systems. The workshop will typically result in the need to engage the target system vendor, either to procure items such as a database design/schema diagram up to and including engaging their assistance in designing and developing the integration itself. Some of this vendor interaction may have already been established for items such as CCTV, Pavement Management, etc. via a formal or informal business relationship with Cityworks. If it has not, our proposal will reflect the appropriate level of effort required in our estimation to achieving the necessary planning required to move to the next step, building the integration.

- **Build** – In the Build phase of our integration process we will develop sprints that are approximately 1 to 2 weeks in duration that iteratively reflect the use cases/stories and methodology developed during the previous Planning step. During these sprints our team will develop a *potentially deliverable component* of the integration. This may be something as basic as moving one data item back and forth successfully. Working within this accelerated timeframe, the team will be able to build only the most essential functionality. This methodology encourages the integration team (including client stakeholders) to prioritize the most essential features, focus on short-term goals, and gives our clients a tangible, empirically based view of progress. Because each integration may require multiple sprints, each iteration of work builds on the previous (incremental), often replacing/discarding some of the previous work as more is learned (iterative). During sprint execution the team develops code and automated tests simultaneously using techniques such as Test-Driven Development (TDD), pair programming and continuous integration. Utilizing an Agile approach minimizes handoffs and phases as well as testing. Because the testing of the integration is integrated within our development methodology, we need only provide formal testing in regard to an overall system and integration test within the development environment. Once the interfaces are developed, a testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.
- **Training** – Our team then works with the appropriate stakeholders to train them both at the end user level and also to train one or more stakeholders in how the integration was developed and the management requirements to keep the integration working correctly.
- **Production Deployment** – After the integration has been developed (and tested throughout the development) we move on to deploying the integration into your production environment.
- **Post-Production System Review** – Once the integration is in production we will work as a team with our client stakeholders to verify that the integration was successful against the requirements defined during the Planning step. Any identified problems will be addressed and corrected.

The following JavaScript Object Notation (JSON) web services are available for the Cityworks platform:

Attachments	Entity	Preferences
Authentication	Equipment	Public Access
Bookmark	Equipment Cost	Reading
Case Asset	Event Layers	Recent Activity
Case Child Object	Fee Setup	Relates
Case Task Comments	General	Search
Case Task Results	GIS Search	Security
Crew	Holiday	Service Request
Condition	In Box	Storeroom
Codes	Inspection	Tasks
Contractor	Labor Cost	Types
Customer Call	Material	Work Order
Employee	Material Cost	Work Order Template

The following APIs are available for the Cityworks platform:

Citizen Engagement	Metrics	Work Order, Extended
Document Management	Service Request	
Inspections	Work Order, Basic	



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A Software Development Kit (SDK) is also available to download and install. It contains some sample DLLS to use to make coding easier if developing in .NET. The JSON web services do not support Windows Authentication. A second site, running Forms Authentication, can be used for the web services if Windows Authentication also needs to run for the main Server site.

Round Rock Responsibility – Attend workflow definition meetings and review workflow diagram and application design document.

Deliverables – Workflow Diagram and Application Design Document

Assumptions – Round Rock will provide a conference room appropriately sized for the number of participants and review all documentation in a timely manner.

Scope notes for integrations:

- 1) Tyler MUNIS – integration will be Fixed Fee per proposal costs. Integration to achieve movement of financial information collected within Cityworks moved to MUNIS and/or from MUNIS to Cityworks (GL code data only).
- 2) Faster - integration will be Fixed Fee per proposal costs. Integration to achieve movement of financial information collected within Cityworks moved to Faster and/or from Faster to Cityworks
- 3) SharePoint – integration will be based on time & Materials with a Not to Exceed fee of \$15,000.

Task 12: Data Migration/Conversion

One of the key objectives of Round Rock is to migrate legacy TrackIT data, to Cityworks PLL. It is our recommendation that we work with Round Rock to explore the value gained by doing the data conversion vs. the cost and effort required to do so. Round Rock has existing systems in place to access this data, we will work with Round Rock to determine if:

- a) This data is accessed regularly enough to merit the costs of a migration
- b) Will having access to the data via the legacy system remain a viable option

Upon completing this analysis if it is determined that the data migration should indeed occur, we will work with Round Rock to develop a process to ensure the migration is complete. Inherent to that process is establishing a strategy to deal with the data that is being managed in what will become a legacy system. This task specifically addresses the datasets and systems that are slated for conversion into the proposed Cityworks solution.

Data Migration Approach

The legacy datasets and systems targeted for conversion possibly span multiple database schemas, database versions and even database formats, which implies that each will be handled in a unique way. While this is true in many ways, the fundamental approach to successfully migrating data from one system to the other is, in fact, the same.

Coordination

As is evident by this proposal, the migration effort is just one facet of the system implementation and cannot be undertaken independently. The foundation of the proposed Cityworks solution needs to be in place in order for the data migration to be performed, but even then, the conversion may drive specific configuration items and changes. Coordination and communication between the project team members will be an ongoing element of the conversion process that starts with project kickoff and terminates with a successful migration of all data into the production environment.

Orientation Workshop

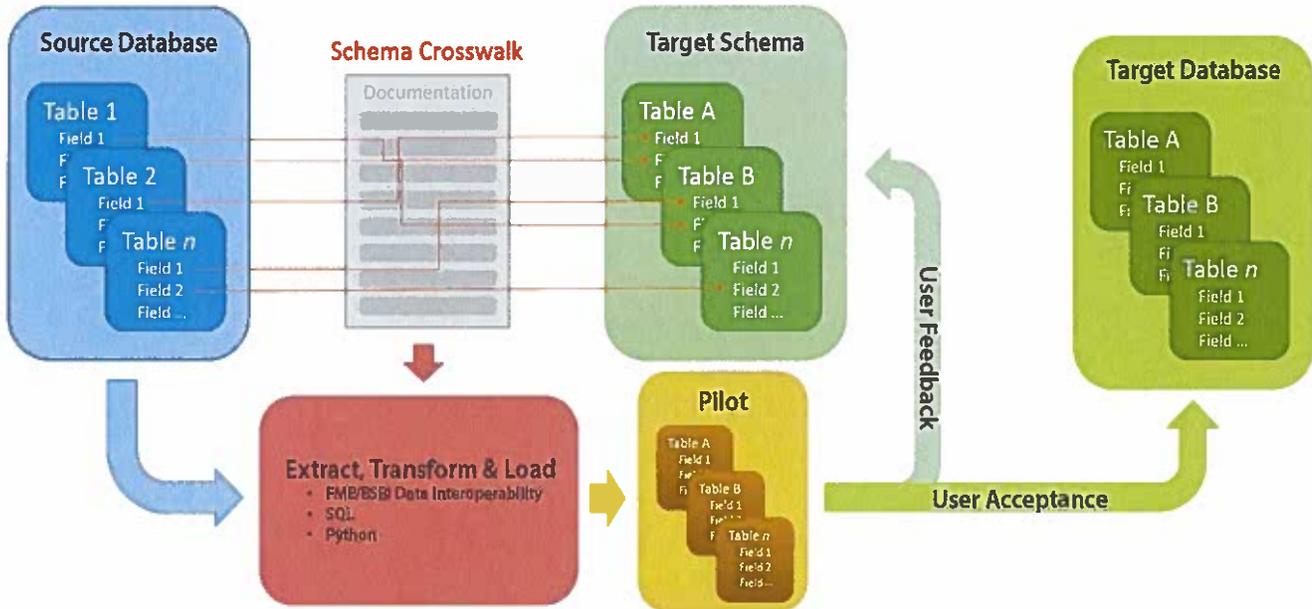
The conversion process of each legacy system will include a workshop wherein the proposed project team will meet with appropriate Round Rock staff to review the specific implementations. The discussions will allow the project team to gain an understanding of how the applications are being used, what data has been recorded. At the same time, details associated with the data required as part of the conversion process will be reviewed, documented and approved.

During the workshops, the project team will also initiate the process of gaining access to the underlying database and will work with Round Rock staff to gather any available documentation (i.e., system specifications, entity relationship diagrams, etc.) specific to the software and specific versions being reviewed. This information will help to streamline the subsequent navigation and interpretation that will be necessary to perform the migration.

Database Schema Crosswalk

Perhaps the most critical task in a data conversion effort is performing a crosswalk of the source and target schemas to identify and document how various objects between the two systems are related, resulting in a documented "data map" that will guide the migration process.

While some of the source systems are well known commercial software packages, the software companies do not typically make database diagrams and workflows publicly available. Data structure even within commercial systems can vary across versions and, more importantly, each implementation can be setup differently based on workflow or data requirements. More data and custom solutions may have an even wider range or completely unknown schema. As such, the discussions and documentation resulting from the workshops will be critical to the completion of a highly detailed system crosswalk. Throughout the process, additional Round Rock input or clarification may be solicited as needed and is vital to ensuring that the resulting data mapping will reflect an accurate foundation for all subsequent activities.



Translation Scripting

Following the schema crosswalks, the project team will develop a series of processes to facilitate the actual migration of the source system data into Cityworks. Depending on the complexity and volume of the source data, the process may be a mix of manual and a scripted solution but will be established in a manner to ensure repeatability. The scripted solutions will be tailored to each specific data conversion effort and may range from native SQL Server scripts to third party migration tools but will ultimately follow a pattern referred to as extract, transform and load (ETL). The ETL approach is common within the GIS industry, but applies much more generically to moving data between systems. The ETL process will be designed as a one-time process that will result in data migrated into a development Cityworks database.

NOTE: (1) The project team will be performing a data translation but will not be completing any data generation as part of this process. (2) While the scripts are being developed and data is being translated into development, Round Rock departments can use the source systems as always. At the time the data is ready for production conversion, the source systems will need to be taken offline or transitioned into a read only state.

Multi-Stage Execution

Once the scripts are developed, the project team will test our methodology through a 3-stage process. This process is designed so that after the first data migration run (Draft) we will meet with Round Rock to review the data, note issues and errors, edit our scripts and process, and then repeat the process. The 3 stages will be:

- 1) Draft Data Migration
- 2) Pre-Final Data Migration
- 3) Final Data Migration

Although the details underlying each conversion may vary substantially, automation is assumed based on the volume indicated by Round Rock within the RFP. As part of the process, the project team will be analyzing and evaluating the output to identify potential anomalies that are not sufficiently systematic to be detected or trapped by the scripts. The approach to addressing those anomalies will be documented and discussed with Round Rock.



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Validation & Quality Control

With the conversion process completed against a subset of the data, the project team will perform a series of validation and quality control processes to verify a successful migration. This task will largely focus on back-end analytics that compare data in both the source and target systems but will also consist of front-end testing prior to release to Round Rock for testing. Results from this quality control process will be documented and shared with Round Rock.

Acceptance Testing

In contrast with the validation and quality control phase, which is based on a review by the project team, the acceptance testing phase offers Round Rock staff the opportunity to review the data within the context of the proposed Cityworks system in contrast with the information contained in the source systems. The acceptance testing places more emphasis on the front-end testing, wherein users will interact with, interrogate, and visualize data through the Cityworks interface. Feedback will be incorporated into a revision process that will guide modifications to the scripts and processes that initially drove the conversion.

Upon completion of the testing process and acceptance by Round Rock, the project team will prepare for the production conversion, which will coincide with the release of the proposed system and the retirement of the legacy solutions.

Production Conversion

The production conversion effort will encompass the migration of the full data sets from each of the source systems into Cityworks. The processes established through the crosswalk and encapsulated in the refined translation scripts will be executed as part of the production release management process. The conversion team will coordinate with the Round Rock to transition the source systems into a static state to ensure that no further data entry occurs that could result in data loss. The automated aspects of the conversion will be applied followed by any documented manual processes that are required to address data anomalies.

The production conversion will wrap-up with a coordinated, but truncated, validation sufficient to verify a successful data migration. Based on the preceding step-wise approach with multiple points of quality control and an ongoing feedback loop, the final conversion process is anticipated to adhere to the expectations of the project team and Round Rock and will result in a more consolidated system with centralized access to a wealth of historic information.

Round Rock Responsibility – Gather information for data migration requirements (8-16 FTE Hours). Additional meetings as required (approximately 16 FTE Hours per participant).

Deliverables – Orientation Workshop, Database Crosswalk Schema Document/Data Conversion Plan & Migrated Data

Assumptions – Existing data is attached or references a uniquely identified asset, this can be referenced to a unique asset within GIS. Round Rock will provide a conference room appropriately sized for the number of participants and review all documentation in a timely manner.

Task 13: Migrate the Cityworks PLL Environment

Our configuration team will work with Round Rock IT staff to configure the Cityworks PLL software at Round Rock's facilities and migrate the Cityworks configuration from the development environment to the test environment. Our configuration team will work directly with Round Rock's Project Manager to verify that all core system components (servers, clients, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our configuration staff will be onsite to facilitate Cityworks software installation, set-up, and configuration.

Round Rock Responsibility – Software and hardware for Cityworks installation and configuration. Software should already be setup from prior AMS project, so task will be on running scripts for PLL configuration.

Deliverables – Cityworks configuration files migrated from the Timmons Group cloud (test) environment.

Assumptions – Round Rock IT will ensure that software, hardware, and network connectivity meets Cityworks implementation specifications and specified in the Core System Design Plan. Round Rock IT staff will be available to assist our configuration team during Cityworks installation.

Task 14: Develop Testing and Acceptance Plan

The configuration team will work with Round Rock to develop and administer a Testing and Acceptance Plan. Testing and Acceptance Plan objectives shall remain consistent with the application functionality detailed in the System Design and Configuration Plan (consisting of the workflows laid out during the configuration workshops). The Testing and Acceptance



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Plan shall address, in sufficient detail (as collectively deemed by Round Rock and the configuration team) the elements required to support Round Rock's testing of the Cityworks software functionality and database configuration, security matrix, documentation of application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality. Additionally, the testing would also include the movement of data and workflows between Cityworks Server AMS and PLL as laid out in the configuration workshops.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan, and it is the baseline to which the scoped projects tasks will adhere. The Testing and Acceptance Plan shall be subject to the review and acceptance as to its reasonableness for its intended effort, which is defined herein as the ability to support the logical and thorough testing of the Cityworks application functionality, platform stability, and database configurations.

Upon completion of development of the Testing and Acceptance Plan, the Team shall submit said plan to the Round Rock for review and approval. It is important for Round Rock staff review the draft plan for technical accuracy and completeness. Our configuration team will update the Draft Testing and Acceptance Plan, incorporating Round Rock's comments and re-submit said plan as Final.

Round Rock Responsibility – Assist in development and review of the Testing and Acceptance Plan

Deliverables – Testing and Acceptance Plan drafts and final.

Assumptions – Round Rock will review all documentation in a timely manner.

Task 15: Setup Letter Templates

The goal of this task is to spend four (4) weeks configuring letter templates for City customers, in support of Cityworks PLL implementation (120 hours have been allocated). An additional one (1) week will be used for additional print items that include permit cards, CO's, and notice of violations as examples. These reports will be developed offsite in Crystal Reports. Cityworks Server PLL also supports the creation of SRS reports if the Round Rock so desires.

Round Rock Responsibility – Round Rock will review and comment on reports developed for this task.

Deliverables – Crystal or SRS reports in PLL

Assumptions – Reports will be developed in Crystal or SRS format. 120 hours to develop the reports have been allocated. If the number of letters and or effort to complete varies from this estimate the project budget can be adjusted to accommodate the change of scope.

Task 16: Knowledge Transfer/Onsite Training

During each onsite meeting (kickoff, workshops, configuration review, etc.) our configuration team consistently exposes Round Rock staff to Cityworks PLL that includes the Inbox, Case Data, and Case Workflows within the software. This does not replace but augments the training performed after final configuration. Onsite training will consist of two (2) one-week blocks of training that includes both Administration and User training specific the departments involved with this project.

Our configuration team, in conjunction with the City's Project Manager and key stake holders, will devise a Training Plan specific to your environment and data. A pro-active Training Plan will ensure that Round Rock staff are equipped to undertake the system utilization and maintenance tasks immediately upon receipt of the system.

The Training Plan will include:

- Product training curriculum descriptions
- Listing of Instructors
- Training Materials
- Schedule

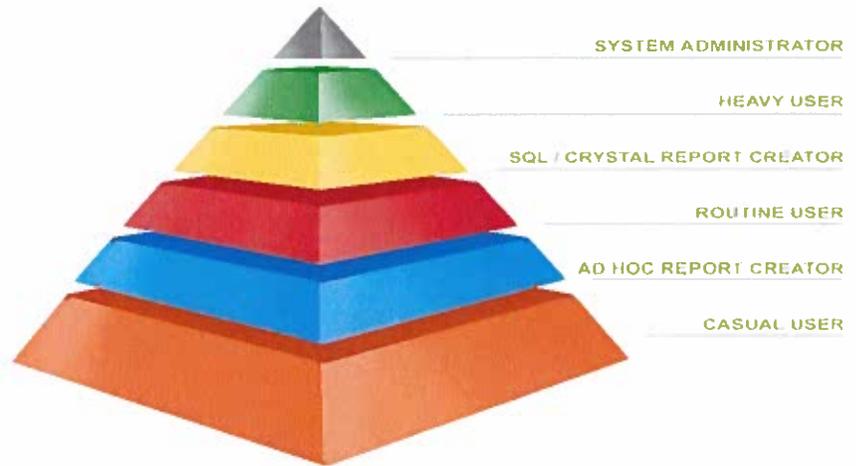
It is assumed that the Round Rock will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows.

Software and Implementation Services for Community Development System
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Round Rock Responsibility – Round Rock Project Manager will assist our configuration team in the creation of a comprehensive Training Plan that meets Round Rock’s needs with minimal disruption of daily operations.

Deliverables – Training Plan and Training Documentation.

Assumptions – Round Rock will provide a conference or training room appropriately sized for the number of participants. Round Rock will ensure attendance by identified staff. All Round Rock staff attending training should have basic functional knowledge of computers and the windows operating system.



Sample Cityworks PLL Training Plan
Overview:

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Cityworks	Cityworks® Introduction. Course is designed to give an overview of Cityworks functionality from an end user’s point of view. Users will learn basic operations within ArcMap, the Cityworks toolbar and functions, along with the creation of Service Requests and Event Layers.	Ongoing during Workshops and Configuration Reviews	Casual Group Users	N/A
Cityworks Report Creating and Writing	Cityworks® Reporting with SQL. Expose students to the Cityworks Report Engine to produce concise summary reports including Ad Hoc Reports, Predefined Reports, and Budget Reports. Cover SQL Reports basics, becoming familiar with the tool bars and basic functionality. Students will work hands-on to create basic SQL reports.	4 hours each class	Ad Hoc Report Creator and SQL Report Writer	N/A
Permits	Cityworks® Permitting. The course will cover user management, permit/case/license template configuration, workflow setup, fee configuration, custom case data fields, and basic reporting using Crystal Reports. Throughout the course, training staff will share example workflows and data from existing clients, as well as best business practices in Cityworks PLL configuration.	8 hours each class	Routine and Heavy Users	Intro to Cityworks
Designer and System Administration	Cityworks® Designer and System Administration Covers system and database administration issues such as software installation, user accounts, security, code table creation, work order and service request templates and resource (labor, material, equipment) hierarchies, table creation, and permits. Includes a review for GIS personnel as well; covers items needed to successfully	8 hours each class	System Administrators	ArcGIS & Intro to Cityworks



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manage the setup and maintenance of the GIS for Cityworks® use.

Task 17: Acceptance Testing

Prior to Go-live there will be a thirty (30) day acceptance testing period. During this period Round Rock will test the Cityworks implementation against the SD&C documentation and identify issues and opportunities and submit to the Timmons Group project management site. The Testing and Acceptance Plan will frame and guide Round Rock through the testing process. Desired changes or modifications to the system functionality that fall outside of the SD&C plan will not be addressed at this time.

Round Rock Responsibility – Round Rock Project Manager will work with staff to implement the Testing and Acceptance Plan.

Deliverables – Testing Plan, results, and modifications.

Assumptions – Round Rock will be prepared to work through the Testing and Acceptance Plan and complete within a thirty (30) day period.

Task 18: Final Product Configuration

Our implementation team will conduct the final product configuration based on the System Design and Configuration Plan and Testing and results of the acceptance testing. Our configuration team will provide documentation for the key aspects of this project and Cityworks components. Proposed documentation is summarized below:

Cityworks Configuration Document – Early on our configuration team with Round Rock’s input developed a Cityworks Configuration document that is maintained through the life of the project

Project Management Plan – Our Team developed and maintained a project plan that included the scope of project services (and any changes), budget, schedule, risk management and communication approach.

Cityworks® Server PLL Software – Azteca provides standard documentation for the latest product release. Separate documentation is provided for system administration and end users.

System Design and Configuration (SD&C) Plan – Timmons Group will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, data sets, IT system and applications, system interface needs, output requirements, and public access and service request needs

Training Materials – Timmons Group will provide a copy of Round Rock and all training documents used during casual user, routine user, heavy user, ad-hoc reporting, management, and system administrator training. Timmons Group will also provide a User Guide for public portal users.

Testing and Acceptance Plan – Timmons Group will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by Round Rock.

Round Rock Responsibility – Acceptance of documentation.

Deliverables – All project documentation developed to date.

Assumptions – Round Rock will receive all documentation in digital format.

Task 19: Go-live and Project Close-out

Having successfully completed all system upgrades, testing/acceptance procedures, production environment initialization, and Go-live preparation tasks specified above, the system is deemed prepared for Go-live. At such time that end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in “Live” status. Round Rock Cityworks users will now be executing Permitting and Building Inspection tasks in a live configured Cityworks production environment. After five (5) days of initialization of the Production Environment, Round Rock shall generate a certificate signifying the Cityworks application functionality and database configuration is operational in a “Live” production capacity. Round Rock Project Manager shall sign said “Go-live Certificate” and submit it to Timmons Group.

Round Rock Responsibility – Provide configuration team with a certificate of “Live” production capacity.



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Deliverables – Last minute configuration and document modifications. Three days (24 hours) of on-site Go Live support.

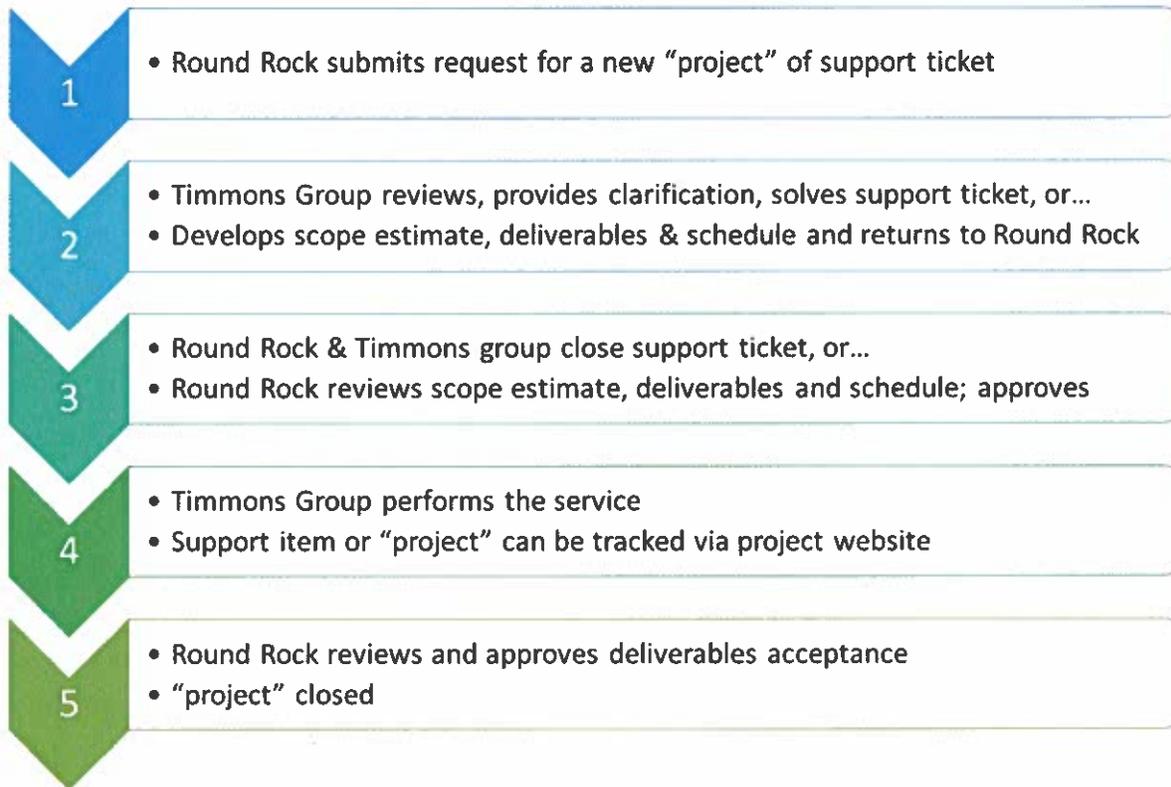
Assumptions – Work through the Timmons Group Help Desk to resolve and issues.

Task 20: Post Go-live Support

Once the system has been rolled out and is being used. Our configuration team will provide forty (40) hours of ad-hoc support to address any configuration, implementation, software installation or enterprise integration matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Cityworks database. Round Rock will have one (1) year after Go-live to utilize the remote support.

Optional long-term support – effort TBD

Timmons Group offers a long-term support contract to all of our Cityworks clients. We do this not because of expected problems but for unforeseen requests, desires to extend the scope of services, staff augmentation or a host of other reasons. We have a formalized process for submitting issues, requests etc. that is tracked by the same tool set that our client have access to during the implementation project, so they can monitor progress, etc. We prefer these tasks to be on a time and materials basis with an upset limit and we charge a flat rate of \$150/per hour for these services. Our support process is detailed in the diagram below:



Phase 2: Permitting & Land Development – Public Access Portal

Phase 2: Purpose and Objectives

This scope of work (SOW) details the development and implementation of the Timmons Group PLL Public Portal (Portal) for Cityworks Server® PLL for Round Rock (City).

Phase 2: Development and Go-Live Schedule

The table below lists a schedule of tasks for the deployment of the Portal. Timeframes will be reassessed once an agreement to the SOW is reached.

Task	Responsibility
------	----------------





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Final Review and Revision of Project Plan	Timmons Group/Round Rock
Deploy OOTB Portal to Test Environment	Timmons Group
Request User Interface Changes	Round Rock
Configure contractors in Cityworks for online access	Timmons Group /Round Rock
Complete configuration and integration of the Portal	Timmons Group
WebEx Training on Portal	Timmons Group
Deliver Public Portal User Guide	Timmons Group
Complete Testing	Timmons Group /Round Rock
Deploy Portal to Production	Timmons Group
System Stabilization	Timmons Group /Round Rock
Complete triage of testing feedback items	Timmons Group
Final System Acceptance	Round Rock
Transition to Vendor Support and As-Needed Timmons Group Support	Timmons Group /Round Rock

Phase 2 Task 1: Final Review and Revision of Project Plan

Round Rock and Timmons Group will review all the contents of this document via a formal kick-off. All details, timeframes, and responsibilities outlined within this document must be finalized and agreed upon first before proceeding any further with the project.

Phase 2 Task 2: Deploy Out of the Box (OOTB) Portal to Test Environment

Timmons Group will deploy the out-of-the-box Portal to Round Rock's test environment.

Phase 2 Task 3: Request User Interface Changes

Round Rock will request user interface changes to the Portal. Timmons Group will review requests with Round Rock and make updates to the Portal that do not deviate from functionality identified in "TG PLL Portal Core Functionality" table below. Timmons Group will make a maximum of 40 hours of interface customizations for the City.

Phase 2 Task 4: Configure Contractors in Cityworks for online access

Timmons Group will ensure that contractors are pre-configured for access on the portal before Go-Live.

Phase 2 Task 5: Complete Configuration of the Portal

Timmons Group will finalize configuration of the Portal

Phase 2 Task 6: WebEx Training on Portal

Timmons Group will conduct a Portal training over web meeting for Round Rock staff.

Phase 2 Task 7: Deliver Public Portal User Guide

Timmons Group will deliver a Portal User Guide.

Here are examples of videos on client sites providing the public with user instructions:

- a. Create Account – https://www.youtube.com/watch?v=JYSeomkOj_M
- b. Resetting a Password – <https://www.youtube.com/watch?v=JctmApqIECg>
- c. Creating an Application – <https://www.youtube.com/watch?v=MTHtC8SfGys>
- d. Permit Information – <https://www.youtube.com/watch?v=V7d328oEg3Q>

Phase 2 Task 8: Complete Testing

Round Rock and Timmons Group will complete testing of the Portal in preparation for Go-Live.

Phase 2 Task 9: Deploy Portal to Production

Timmons Group will deploy the Portal to Production for Go-Live.



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Phase 2 Task 10: System Stabilization

Time should be allowed for the system to stabilize. This means that the Portal is complete in production and no additional changes are needed prior to go-live.

Phase 2 Task 11: Complete triage of testing feedback items

Last minute tweaks are addressed by Timmons Group before go-live. Tweaks should only fix items broken that are deemed critical for go-live. Significant requests will be delayed until post go-live and may result in a change order.

Phase 2 Task 12: Go-Live

Phase 2 Task 13: Final System Acceptance

Round Rock will formally sign-off and accept the Portal. At that time, the portal is ready for go-live.

Phase 2 Task 14: Transition to Vendor Support and As-Needed Timmons Group Support

Once Go-Live is complete, support will be handled by Timmons Group when identified by Round Rock. In some instances, support may be needed from Cityworks. Cityworks support is included in the Round Rock's licensing agreement with Cityworks.

Phase 2: Risks

The Portal is a dynamic web application that relies on many processes that are impacted by any number of variables. Timmons Group takes all efforts to eliminate risks:

1. Web Security
2. End User computer performance

Phase 2: Assumptions

Timmons Group assumes the following items throughout the development and implementation of the Portal.

1. Round Rock has the necessary IT infrastructure to support the Portal.
2. Round Rock has created an environment that is publicly accessible.
3. Round Rock will maintain the environmental requirements necessary for the operation of the Portal.
4. Round Rock will adequately test the Portal in a timely manner.
5. Round Rock will train and engage with public citizens on the use and functionality of the Portal.
6. Round Rock will engage in a support and maintenance contract with Timmons Group.
7. Any functionality requested that is not listed in Appendix A will be billed at a flat \$145.00 per hour.
8. Maintenance and Support does not include development of new functionality for the Portal.

Phase 2: Dependencies

The success of the Portal is dependent on the following:

1. Round Rock must have an active Cityworks license. The Portal relies on APIs licensed by Cityworks. Round Rock will need to purchase these APIs, including the PLL Public Access API, in order to use the Portal. This cost needs to be considered as you may not be currently licensed for the PLL Public Access API through Cityworks. This API cost is included in our bid proposal costs.
2. Round Rock must have and maintain GIS services to be used with the Portal.

Phase 2: Exclusions

The following are excluded from Timmons Group's scope of work:

1. Security related to other systems outside the Portal.
2. Consequential damages arising from the Portal implementation.
3. Responsibility for negligent acts by any parties outside of the control of Timmons Group.

Phase 2: Constraints

The following constraints may impede the Portal implementation:

1. Timmons Group did not develop the Cityworks APIs. Any bug found in the Cityworks API may delay development or impact functionality.
2. Timmons Group did not develop Cityworks PLL. Any bug found in Cityworks PLL may delay development or impact functionality.

Phase 2: TG PLL Portal Core Functionality

ID	Functionality	Functionality Definition
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Software and Implementation Services for Community Development System City of Round Rock, TX

1	Account Creation, login and existing account check	The user can login to the Portal with a username and password. If the user does not have a username or password, they can create a new account. Guest Access does not require login credentials but limits functionality within the Portal.
2	Account Modification	The user can modify account information: email, address, phone number, security question, security answer.
3	View Permit Information	The user can view permit information: location, people, tasks, inspection requests, fees, and payments.
4	Schedule Inspection Request	The user can schedule inspection request on inspections where they are the contact, are in an open milestone and available.
5	Apply for a Permit	<p>The user can apply for a permit through the Portal. The user is given the option to apply for a child or standalone permit. A child permit will require a parent permit number to link. The user will be given the opportunity to submit the following information:</p> <ul style="list-style-type: none"> • Case Type • Location • People/Contacts • Contractors • Case Data • Attachments
6	View Job Summary	A crystal report defined by Client.
7	Permit Payment	The user will be given the option to pay permit fees with Paypal.(out of the box). Other payment systems can be easily integrated.
8	Permit Application and payment receipt printing	The user will be given the option to print the application/permit information. The user will be given the option to print a receipt after payment.
9	Required Fields	The user will be required to submit any case data items that are required within the configuration of Cityworks PLL.
10	Print Reports	The user will be given the option to print 2 custom reports identified by Round Rock.
11	Review Open/Incomplete	The user can view open permits where they are a contact. The user can view incomplete applications that they have started in the Portal but not yet configured.
12	Guest User Access	The user can access the portal as a Guest requiring no login credentials. Portal functionality is limited.
13	Disclaimer	The user will be shown a disclaimer and are required to accept the disclaimer before they may submit a permit.
14	search	The user can search for permit information by Permit Number, Name of people, contractor license number, Permit location or permit type.

CITYWORKS PLL PRODUCT DESCRIPTION

Cityworks PLL streamlines and automates permit, licensing, and land management processes while working with Cityworks AMS and Esri® GIS. This allows you to view permit, license, and land data in the same application as work orders, service requests, and GIS asset data. Cityworks PLL and AMS records can also be linked together, which allows organizations to capitalize on the major applications of the Cityworks platform. Cityworks allows organizations to track permits, planning and development, engineering processes, business and regulatory processes, and code enforcement cases from inception to completion. GIS features can be tracked and may include parcels, street segments, intersections, addresses, or any other defined GIS feature classes. Most permits and applications span an array of departments, including building, planning, and engineering. Cityworks enables agencies to share and access information easily and efficiently, streamline the application and review process across departments, and deliver substantially higher levels of customer service for contractors and citizens. Cityworks tracks all addresses, personnel, conditions, tasks, inspections, corrections, fees, and payments for any given permit type, which can include:

- Building
- Electrical
- Mechanical
- Plumbing
- Demolition
- Right-of-way
- Utility cut
- Fire and zoning

PLL streamlines and automates work processes, including:

- Application routing
- Plan review
- Fee calculation and collection
- Licensing renewals
- Workflow and tasks
- Inspections
- Management signoff and tracking
- Reporting

Cityworks is designed with built-in apps (Office, Tablet, and others) and other apps built outside of the platform (including Respond, Public Access, and mobile apps for iOS and Android), which provide the end user with an optimized office or mobile experience using various devices. Office contains full PLL functionality and is designed for an office environment, while Tablet enables PLL management on mobile laptops and tablets. Both types of apps utilize a map that displays on a separate browser tab.

Permit, License, and Case Management

Cityworks gives jurisdictions direct control over their business processes. The basic structure of Cityworks PLL is highly adaptable and can be tailored to your organization's needs during the installation process. The basic PLL package can be configured to allow access by multiple departments, such as the legal department, encouraging coordination on code enforcement cases; or public utilities, allowing cooperation in the construction of water and sewer lines in new subdivisions.

Cases track transactional data required for community development and regulation processes, which can be configured to provide flexible business management. Automatic notifications can be used to alert users, departments, and divisions when their task in the workflow is ready to begin.

Methods are provided for accessing, searching, and editing case, task, and payment information. These include the use of the following forms:

- Case utility
- Payment manager
- Payment utility
- Task manager
- Task utility

The following functions are also available to create associated records:

- Link/relate to existing cases
- Create related child case
- Create related work order
- Create related service request

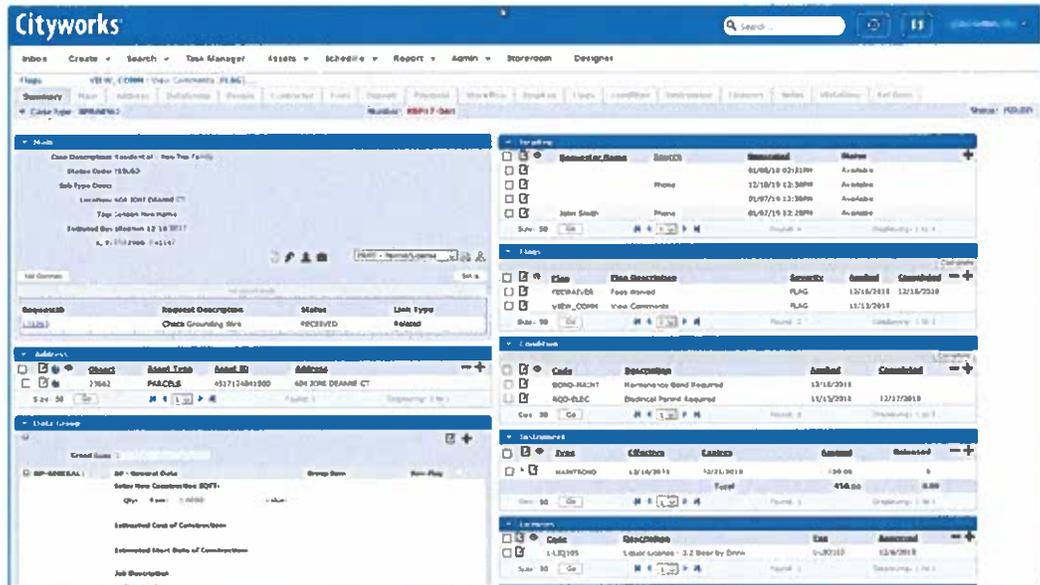
Customized templates help manage the required data for a specific process. As many templates as necessary can be designed to streamline the development process. Basic functional forms are available, which can be adapted to serve the organization's needs.

For example, if a residential building permit needs the Inspection Request form and the final subdivision plat doesn't, their templates are configured accordingly. Likewise, code enforcement cases need the Violations form; pre-development concept plans don't. Each template is assigned only those forms relative to that process.

Cityworks PLL core functions appear as tabs on the permit, license, or case document and contain panels listing appropriate data. These include:

- | | | |
|-------------|--------------------|-------------------|
| Address | Flags* | Payment |
| Condition* | Inspection request | People* |
| Contractor | Instrument | Related documents |
| Data group* | Licenses | Summary |
| Deposit* | Main | Violations |
| Fees* | Notes | Workflow* |

* Can include default data



Office for PLL—Summary tab

Map Interface

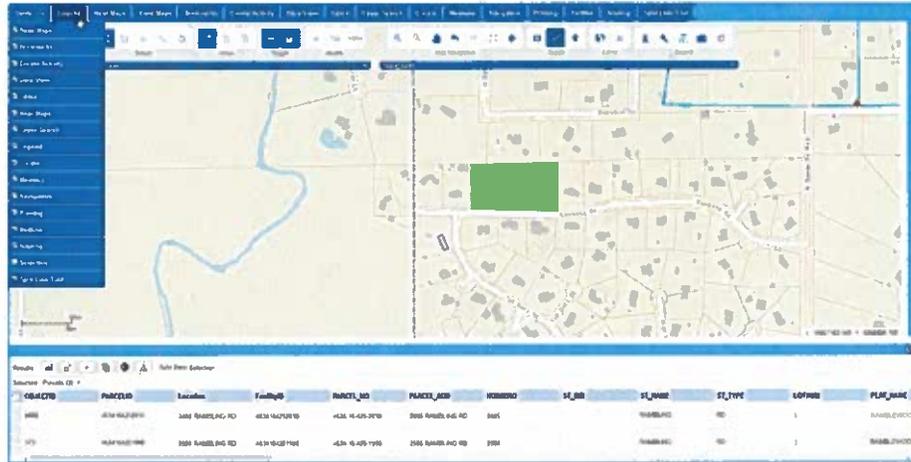
The web GIS-centric approach to Cityworks reduces the amount of land-data duplication common across city departments. The GIS is the source for land data in Cityworks. Users identify any asset and view information on parcels, zoning, surrounding areas, etc., so long as that layer is available in the GIS. All permits and cases associated with features or X, Y coordinates can be queried and displayed on the map. Combining the detail of the GIS with Cityworks items spatially results in spatial reports that quickly provide an organization with the information needed for decision making.

Using map tools enables users to locate addresses, select features, create activities (permits, service requests, work orders, and inspections), determine route navigation, as well as perform other map-related functions. Active work orders,

Software and Implementation Services for Community Development System City of Round Rock, TX

inspections, service requests, and cases are symbolized in the GIS map view, allowing for an intuitive summary of activities.

The map interface includes a Tools menu, with favorite menu items that can be anchored to the top of the map. Clicking the menu item opens that toolset. Favorite tools can be set and organized in Designer. Your favorites are saved and loaded each time you work with the map, and will be maintained across different browsers and devices.



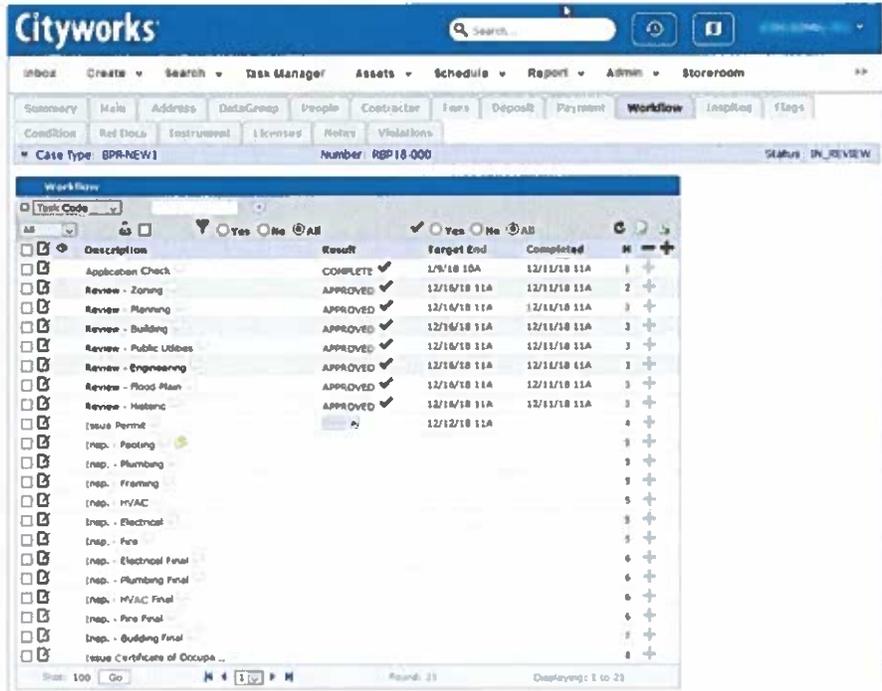
Office for PLL—Map

Map tools functionality includes the following:

- Base Maps—Change the base map.
- Bookmarks—Store frequently visited map extents.
- Create Activity—Enables creation of permits, service requests, inspections, and work orders from the map.
- Data View—View and modify records and attributes of features. Display, move, and edit events. View geodatabase attachments.
- Editor—Edit the map.
- Heat Maps—Display groupings of event layers on the map.
- Layer Search—Select features from a map layer or search for and select work activities.
- Legend—Manage event layers, set selectable layers, adjust asset visibility, control the transparency, and zoom out to the full extent of the layer.
- Locate—Locate work history in a specific location.
- Measure—Measure distance, location, or area on the map.
- Navigation—Navigate the map.
- Printing—Print the map.
- Redline—Draw on the map using a variety of graphics. Drawings can then be attached to service requests, work orders, or inspections.
- Routing—Add locations to the map to generate a route for navigation.
- Selection—Select assets on the map.
- Split Line Tool—Enables splitting a line and transferring the work order histories to one or both segments.

Workflow

The workflow consists of tasks associated to a case. Users can efficiently update all tasks assigned to a case from one place, moving the case to completion. Workflow tasks can consist of review, inspection, and hearing task types. Workflow functions include the ability to view, add, organize, and update tasks for a permit or case and move the permit or case through plan reviews, issuance, inspections, meetings, hearings, and so forth. Workflow tasks are assigned to templates by default; however, users can edit the workflow by adding or deleting tasks for each permit or case as needed.



Office for PLL—Workflow tasks

- The workflow is affected by actions performed on each task, such as:
- Close the permit or case.
 - Update the status of the permit or case.
 - Insert a new task or group of tasks.

Additional task functionality includes:

- Attached checklists containing inspection steps, corrections, etc.
 - o These are required to be completed for the task to be complete.
 - o Each checklist item can be marked with appropriate codes and comments.
- Notification emails sent when tasks become available, are assigned, or are completed.
- Inbox setup for tasks.

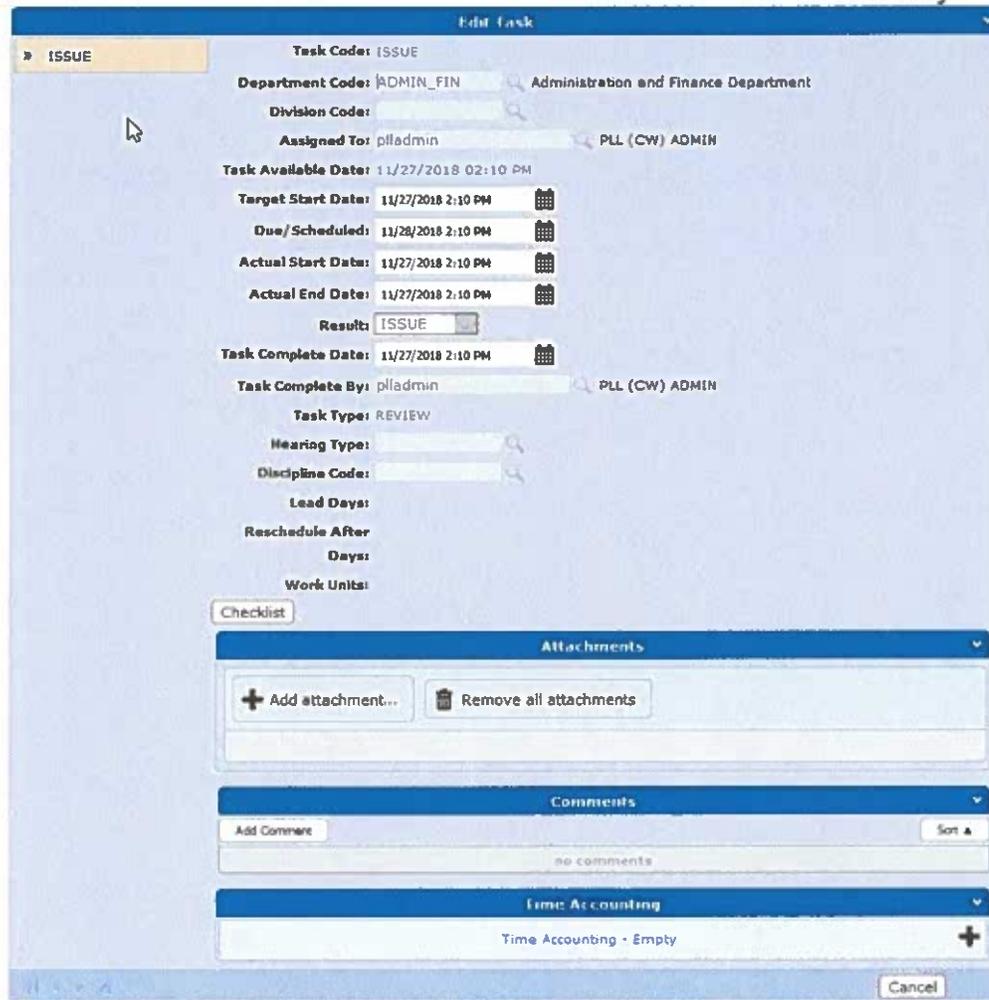
Inspection tasks:

- o Can be scheduled, canceled, rescheduled, or reassigned.
- o Corrections can be defined for checklist items.
- o From the Inspection Request tab, inspections can be added to the list of tasks in the workflow.

Hearing tasks:

- o Can be scheduled, canceled, or rescheduled.
- o Can be automatically scheduled if the hearing schedule is tracked in PLL.
- o Fields are available to store comments, time accounting, and corrections.

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Edit Task

ISSUE

Task Code: ISSUE

Department Code: ADMIN_FIN Administration and Finance Department

Division Code:

Assigned To: plladmin PLL (CW) ADMIN

Task Available Date: 11/27/2018 02:10 PM

Target Start Date: 11/27/2018 2:10 PM

Due/Scheduled: 11/28/2018 2:10 PM

Actual Start Date: 11/27/2018 2:10 PM

Actual End Date: 11/27/2018 2:10 PM

Result: ISSUE

Task Complete Date: 11/27/2018 2:10 PM

Task Complete By: plladmin PLL (CW) ADMIN

Task Type: REVIEW

Hearing Type:

Discipline Code:

Lead Days:

Reschedule After Days:

Work Units:

Checklist

Attachments

+ Add attachment... Remove all attachments

Comments

Add Comment Sort

no comments

Time Accounting

Time Accounting - Empty

Cancel

Office for PLL—Edit task

Case Utility

Case Utility provides an alternative method to access and edit case data listed in the workflow. Searches can be performed to find an existing case or a group of cases to update. Access to this tool can be provided by adding a custom URL to your site menu in Designer.

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Case Utility

Number	<input type="text"/>	Tag	<input type="text"/>
Type	BPC-NEW <input type="button" value="Q"/>	Type Description	Commercial - New Construction
Sub Type	<input type="text"/> <input type="button" value="Q"/>	Sub Type Description	<input type="text"/>
Project Code	<input type="text"/> <input type="button" value="Q"/>	Project Description	<input type="text"/>
Status	--Select-- <input type="button" value="v"/>	Accepted Date	From: <input type="text"/> <input type="button" value="C"/> To: <input type="text"/> <input type="button" value="C"/>

Public Access Cases

Select a Case to Update

<input type="checkbox"/>	Type	Sub Type	Tag	Number	Status
<input type="checkbox"/>	BPC-NEW		Jenson Lumber Yard	CBP18-007	IN_REVIEW
<input type="checkbox"/>	BPC-NEW		Heritage Warehouse	CBP18-009	IN_REVIEW
<input type="checkbox"/>	BPC-NEW		From-SR: Barking or Noisy Dog	CBP18-035	IN_REVIEW

Size: 10 Found: 3 Displaying: 1 to 3

Case Renumber

New Case Type	<input type="text"/> <input type="button" value="Q"/>
New Sub Type	<input type="text"/> <input type="button" value="Q"/>
New Case Number	<input type="radio"/> Use Next In Sequence <input type="radio"/> Other <input type="text"/> <input type="radio"/> None

Change Case Status To
 Remove Parent/Child Relationships
 Delete Case And Associated Data

Tablet for PLL—Case Utility

Payment Manager

Payment Manager is an alternative method to access unpaid fees, deposits, or payment receipts found on a case. Payment Manager can be accessed when making a payment from the Payment panel (Summary or Payment tab). These search forms can be used to find a case or a group of cases by searching for unpaid fees, deposits, or payment receipts. Payments can be made with fees or applying deposit fees.



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Payment **Receipt**

Fees Search Form

Number: RBP18-039 Tag: _____
 Type: _____ Type Description: _____
 Sub Type: _____ Sub Type Description: _____
 Project Code: _____ Project Description: _____
 Type: _____ Business Name: _____

Status: --Select-- Fees Due: Start Date: _____ End: _____

Search Clear

Fees Payment Deposit Payment

Number	Type	Sub Type	Tag	Status
RBP18-039	BPR-DECK		Ivory Homes Lot 5	ISSUED

Fees

Fee Code	Fee Description	Amount	Paid	Amount Due
<input checked="" type="checkbox"/> BLD-APPFEE	Building Permit Application Fee	60.00	0.00	60.00
<input checked="" type="checkbox"/> BLD-ELCRMV	Electric Meter Removal Fee	200.00	0.00	200.00
Total		260.00		260.00

Found: 2 Displaying: 1 to 2

Size: 10 Go Found: 2 Displaying: 1 to 2

Pay Now **Total Amount Due: 260.00**

Tablet for PLL—Search for payments in Payment Manager

Payment **Receipt**

Receipts Search Form

Ca Receipt ID: _____
 Receipt File Name: _____
 Receipt Date: From: _____ To: _____
 Amount Due: Min: _____ Max: _____
 Amount Paid: Min: _____ Max: _____
 Balance: Min: _____ Max: _____
 Number: _____ Tag: _____
 Type: _____ Type Description: _____
 Sub Type: _____ Sub Type Description: _____
 Status: ISSUED

Search Clear

Select	Receipt Date	Login ID	Receipt File Name	Amount Due	Amount Paid	Balance
<input checked="" type="radio"/>	2/7/2018	plladmin	KSM_Recpt6_7_2_2018_pila...	7,500.00	7,500.00	
<input type="radio"/>	7/25/2018	plladmin	KSM_Recpt7_25_7_2018_pil...	8,326.00	8,326.00	

Size: 10 Go Found: 2 Displaying: 1 to 2

Office for PLL—Search for receipts in Payment Manager

Payment Utility

Payment Utility is an alternative method to access payments related to a case. This tool can be used to find an existing case or a group of cases by identifying an associated payment.

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Payment Utility

Number: Tag:

Type: BPR-DECK Type Description: Residential - Deck

Sub Type: Sub Type Description:

Project Code: Project Description:

Status: --Select-- Accepted Date: From: To:

Public Access Cases:

Select a Case to display the associated Payments

Type	Sub Type	Tag	Number	Status
BPR-DECK		Ivory Homes Lot 5	RBP18-039	ISSUED

Size: 10 Found: 1 Displaying: 1 to 1

<input type="checkbox"/> Tender	Description	Received	Paid
<input checked="" type="checkbox"/> CASH	Cash	plladmin	200.00
<input type="checkbox"/> CASH	Cash	plladmin	60.00
<input type="checkbox"/> CASH	Cash	plladmin	1240.00
<input type="checkbox"/> CHECK	Check	plladmin	934.00
<input type="checkbox"/> CHECK	Check	plladmin	166.00
<input type="checkbox"/> CREDITCARD	Credit Card	plladmin	1176.00
<input type="checkbox"/> CREDITCARD	Credit Card	plladmin	427.00

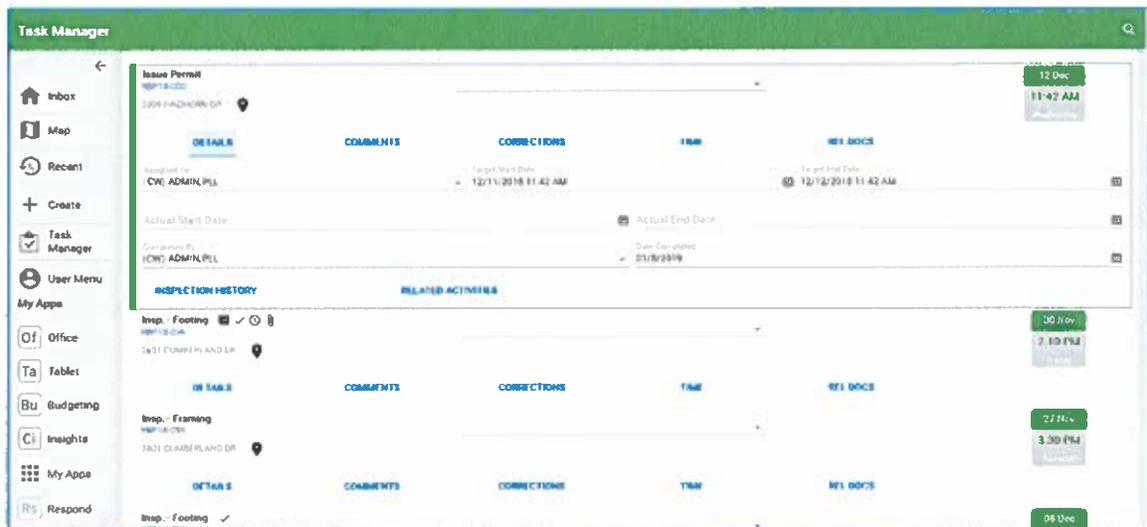
Size: 10 Found: 7 Displaying: 1 to 7

Delete Selected Payments

Tablet for PLL—Payment Utility

Task Manager

Task Manager provides an alternative method to accessing and updating tasks listed in the workflow. Cases or groups of cases can be searched by date range, available/complete options, and task type (inspection, review, and hearing). The resultant tasks can be updated with corrections, comments, and time accounting. The case document can also be opened using this function, taking you to the summary of that case.



Task Manager

Inbox

Map

Recent

Create

Task Manager

User Menu

My Apps

Office

Tablet

Budgeting

Insights

My Apps

Respond

Issue Permit
RBP18-039
3205 FAYWOOD DR

DETAILS COMMENTS CORRECTIONS TIME REL DOCS

Assigned To: CWC ADMIN/PLL
Target Start Date: 12/11/2018 11:42 AM
Target End Date: 12/12/2018 11:42 AM

Actual Start Date
Actual End Date
Generated By: CWC ADMIN/PLL
Date Completed: 12/18/2018

INSPECTION HISTORY RELATED ACTIVITIES

Insp. - Footing
RBP18-039
7831 CLAMBERLAND DR
DETAILS COMMENTS CORRECTIONS TIME REL DOCS

Insp. - Framing
RBP18-039
7831 CLAMBERLAND DR
DETAILS COMMENTS CORRECTIONS TIME REL DOCS

Insp. - Footing
RBP18-039
DETAILS COMMENTS CORRECTIONS TIME REL DOCS

12 Dec 11:42 AM
30 Nov 7:10 PM
27 Nov 3:30 PM
08 Dec

Respond—Task Manager

Task Utility

Task Utility is an alternative method to access and edit information listed in the workflow. Cases or groups of cases can be searched by a variety of fields. Cases matching the search criteria are displayed, as well as their associated tasks. Options are available to delete or re-open a task, delete the associated time accounting, or delete notes for those tasks.

Task Utility

Number	RBP17-039	Tag			
Type		Type Description			
Sub Type		Sub Type Description			
Project Code		Project Description			
Status	--Select--	Accepted Date	From: <input type="text"/> To: <input type="text"/>		
Public Access Cases	<input type="checkbox"/>				
<input type="button" value="Search"/> <input type="button" value="Clear"/>					
Select a Case to display the associated Tasks					
Type	Sub Type	Tag	Number	Status	
BPR-NEW1		Ivory Homes Lot 5	RBP17-039	ISSUED	
<input type="checkbox"/> Task Code	Task Description	Result Code	Task Available	Target End	Completed Date
<input type="checkbox"/> APPCHECK	Application Check	COMPLETE	12/18/2017	12/19/2017	12/18/2017

Office for PLL—Task Utility

Licenses

Cityworks tracks new licenses, renewals, fees, follow-up inspections, and related processes. A typical business license in Cityworks uses the same functions as other items in the system with the exception that it is designated as a business license.

Cityworks can handle licensing for various business and professional trade activities, which can include:

- Business licensing
- Trade licensing
- Health permits
- Fire permits
- Parking permits



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Cityworks Search...

Inbox Create Search Task Manager Assets Schedule Report

Summary Main Licenses Address People DataGroup Workflow Fees Payment Rel Docs

Flags Notes Condition

Case Type: LIC-COMBUS Number: 18-028 Status: ACTIVE

Fees

Code	Fee Description	Amount	Paid
LIC-B-LI	Business License Fee	178.00	178.00
LIC-DEV	Development Review/Inspection Fee	50.00	50.00
LIC-FIRE	Fire Review/Inspection Fee	110.00	110.00
Re-Calculate Fees		442.00	442.00

Size: 3 Go Found: 5 Displaying: 1 to 3

Edit Fees

LIC-B-LI Fee Code: LIC-B-LI Business License Fee

Factor: 1 Rate: 1 Quantity: 4 Amount: 178.00

Auto Recalculate: Invoiced:

Comment:

Save Cancel

Office for PLL—Business license example

License functionality supports the following:

Business licenses can have "sub-licenses" that expire on the same date as the primary business license. The sub-licenses have associated fees that are added and removed with the sub-license.

Licenses can expire on a given date, on a rolling year basis, or on a specific month or day.

Users can manually change the license status to renewal, or the system can perform this action automatically.

Historic licenses and year-to-year renewals for a given business are stored in the audit log.

Inspections

Inspections in Cityworks are handled as tasks and can be scheduled, canceled, rescheduled, or reassigned. Sub-inspections are handled as task corrections defining inspection steps or checklists.

The following is a variety of inspection supported by Cityworks that are related to the issuance of permits or code compliance:

Permits issued by the city, such as:

- Building permit

- Street cut permit

- Food establishment inspections related to a fire operational permit

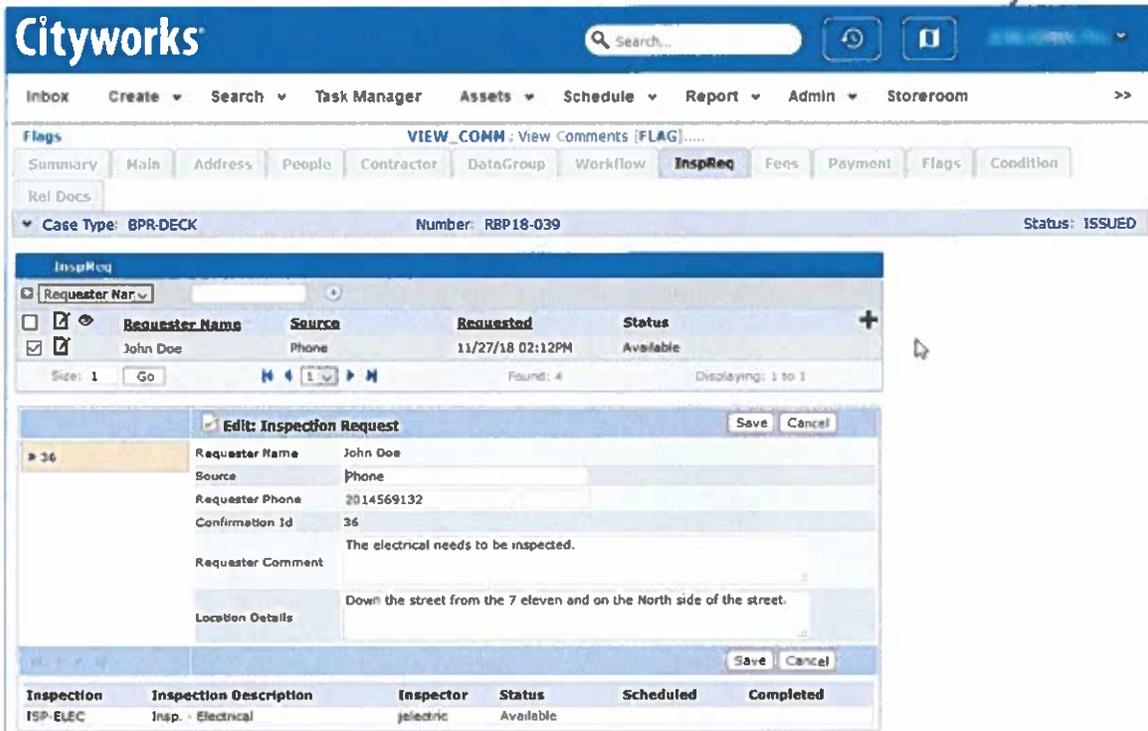
- Construction and post construction site inspections

Code compliance inspections unrelated to current permits, such as:

- Housing code violations

- Tall weeds

Recurring inspections such as those related to businesses or food establishments



The screenshot shows the Cityworks web application interface. At the top, there is a navigation bar with the Cityworks logo, a search bar, and several menu items: Inbox, Create, Search, Task Manager, Assets, Schedule, Report, Admin, and Storeroom. Below this is a 'Flags' section with a dropdown menu showing 'VIEW_COMM: View Comments [FLAG]....' and various filter tabs like Summary, Main, Address, People, Contractor, DataGroup, Workflow, InspReq, Fees, Payment, Flags, and Condition. The main content area displays a case summary for 'Case Type: BPR-DECK', 'Number: RBP18-039', and 'Status: ISSUED'. Below the summary is an 'InspReq' table with columns for Requester Name, Source, Requested, and Status. A table below that shows details for an inspection request with ID 36, including the requester's name (John Doe), phone number (2014569132), and a comment: 'The electrical needs to be inspected.' The location details are 'Down the street from the 7 eleven and on the North side of the street.' At the bottom, there is a table with columns for Inspection, Inspection Description, Inspector, Status, Scheduled, and Completed, showing one entry for 'ISP-ELEC' with a status of 'Available'.

Office for PLL—Inspection request and edit panel

An inspection calendar is available through the workflow panel to display and schedule inspections. Display parameters include dates, times, inspector, and inspection description and code. Inspections can be scheduled using drag-and-drop selection of the task code onto the calendar. This function also includes an appointment interface allowing users to enter or modify the appointment details.

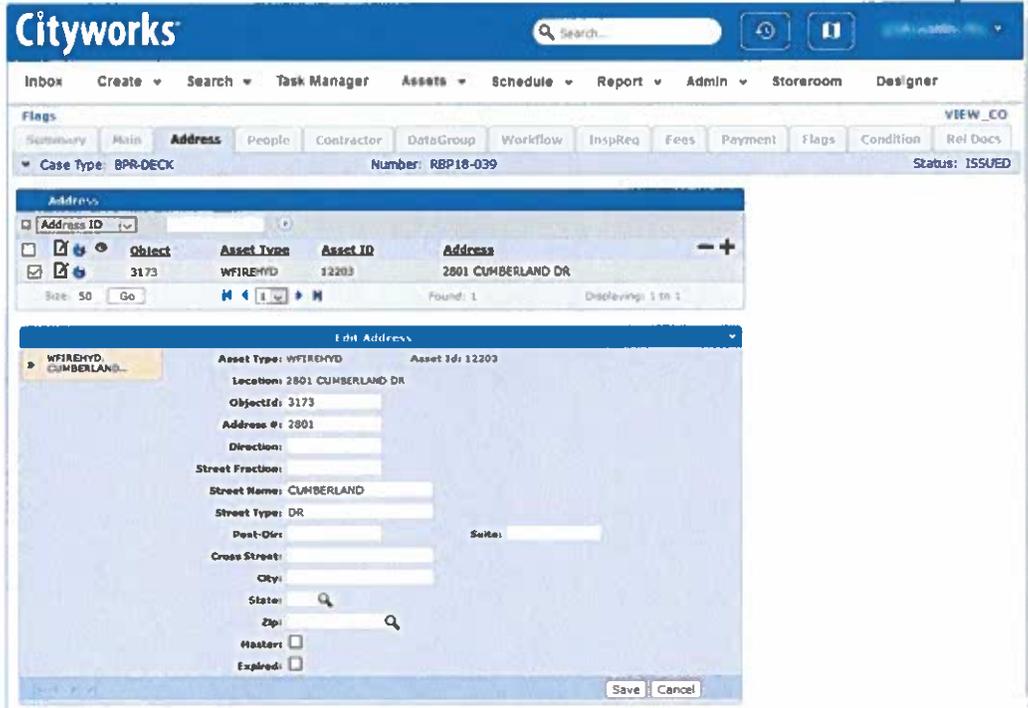
Address

The location data is displayed on each case. Cityworks is integrated with Esri GIS, relying on the geodatabase as the source for all land-related items on a given parcel. The parcel feature class is one of the primary feature classes utilized by Cityworks to track planning, permitting, and case activities. However, any GIS feature can be attached to a permit or case. Administrators can also define areas where cases can and cannot be created.

Default items such as the address, parcel ID, and X, Y coordinates are imported into the permit. The on-demand information from the map can easily be viewed and searched from within the application.



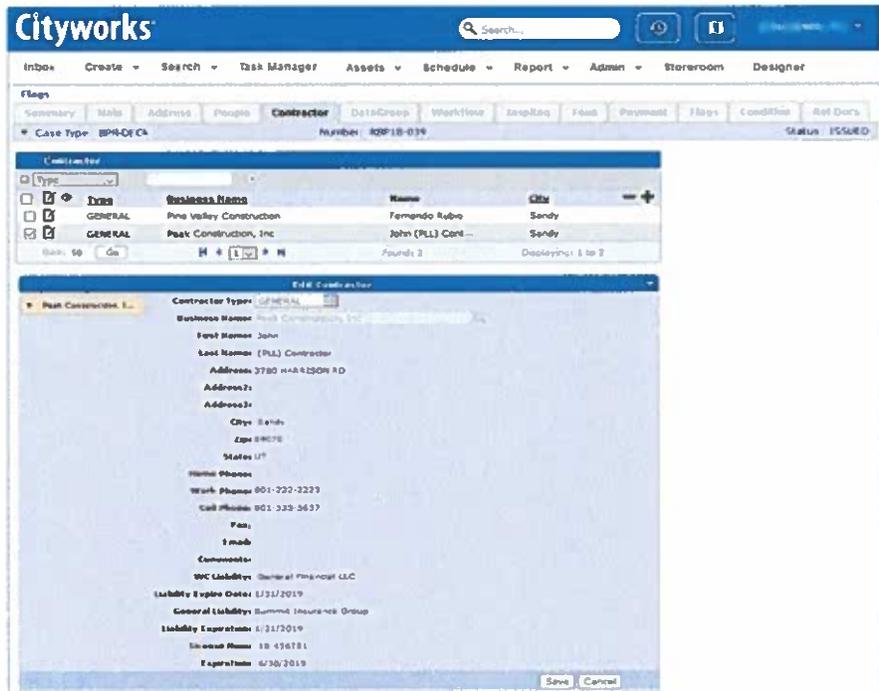
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City of Round Rock, TX



Office for PLL—Address example and edit panel

Contractor

Cityworks stores and maintains information about contractors who do business with the organization. Contractor registrations or licenses can be tracked using a variety of data and contractor accounts.



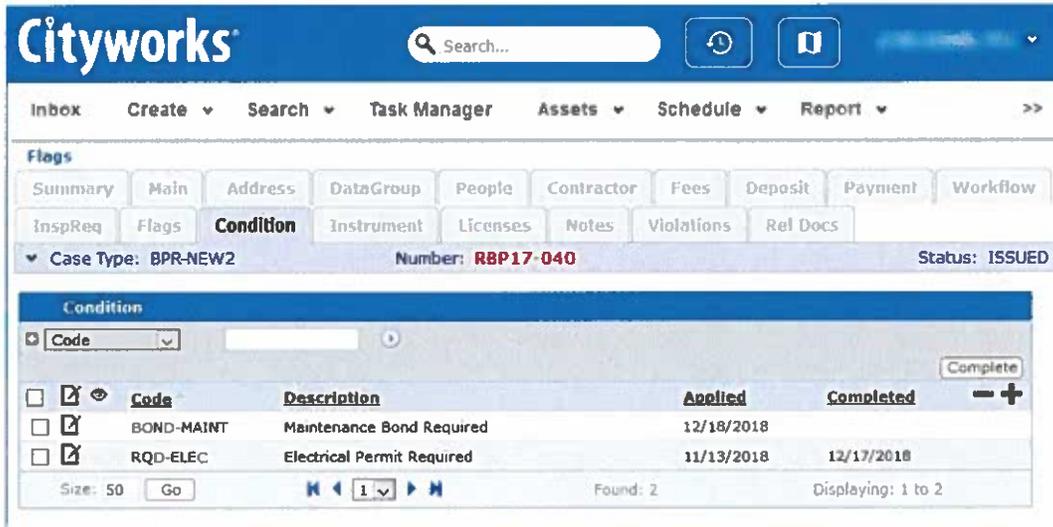
Office for PLL—Contractor example and edit panel

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City of Round Rock, TX

Condition

Conditions are used to track additional requirements as part of the case permit. A restriction can be put on the case if conditions are not met. For example, a permit cannot be issued until conditions are met, or a planning commission may approve an action item with conditions.

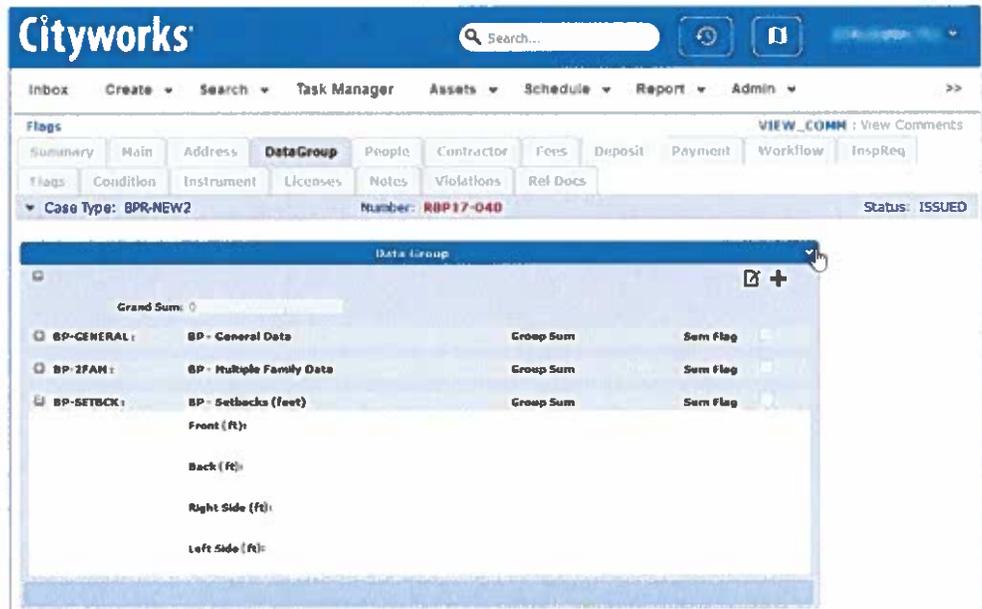
Conditions work outside of the workflow. While the workflow is typically used to track the tasks and workload of an organization's employees, conditions are often used to track extra tasks the applicant must complete to satisfy specific concerns, requirements, etc. Conditions can restrict case status changes to control phases of a project. For example, conditions A and B must be completed prior to issuing a permit, and conditions C and D must be completed prior to closing a permit.



Office for PLL—Condition examples

Data Group

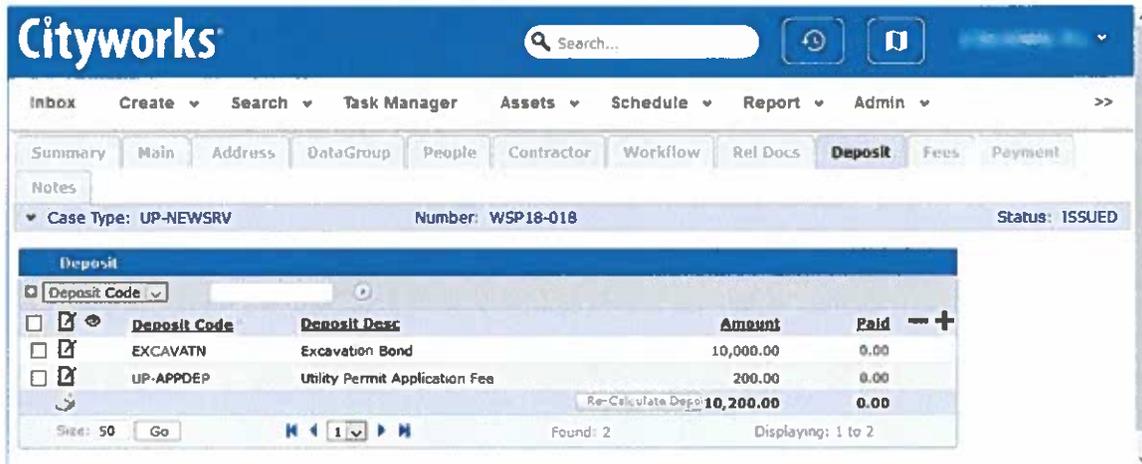
Data Groups are used to collect information about the permit or case. Several data type formats are supported, including number, date, text box, comment box, yes/no, list of values, and predefined values.



Tablet for PLL—Data group examples

Deposit

Applicants may be required to make a deposit, and those deposits can be tracked as part of the permit or case. Deposits can then be applied to any fees related to the permit or case. This panel lists deposits associated with a case. Functions are available to add, edit, view, and refund deposits. And deposits can be calculated to a percentage of the total fees associated to the case.



Office for PLL—Deposit examples

Fees

Fees can be collected as part of the case or permit. You can edit or waive existing fees or add new fees. The fee engine can be used to calculate even the most complex fee structures, including custom-built fees. Out of the box, Cityworks includes the following fee types:

- Flat fees
- Incremental fees
- Variable fees
- Linear fees
- Percentage fees
- Minimum fees
- Custom fees

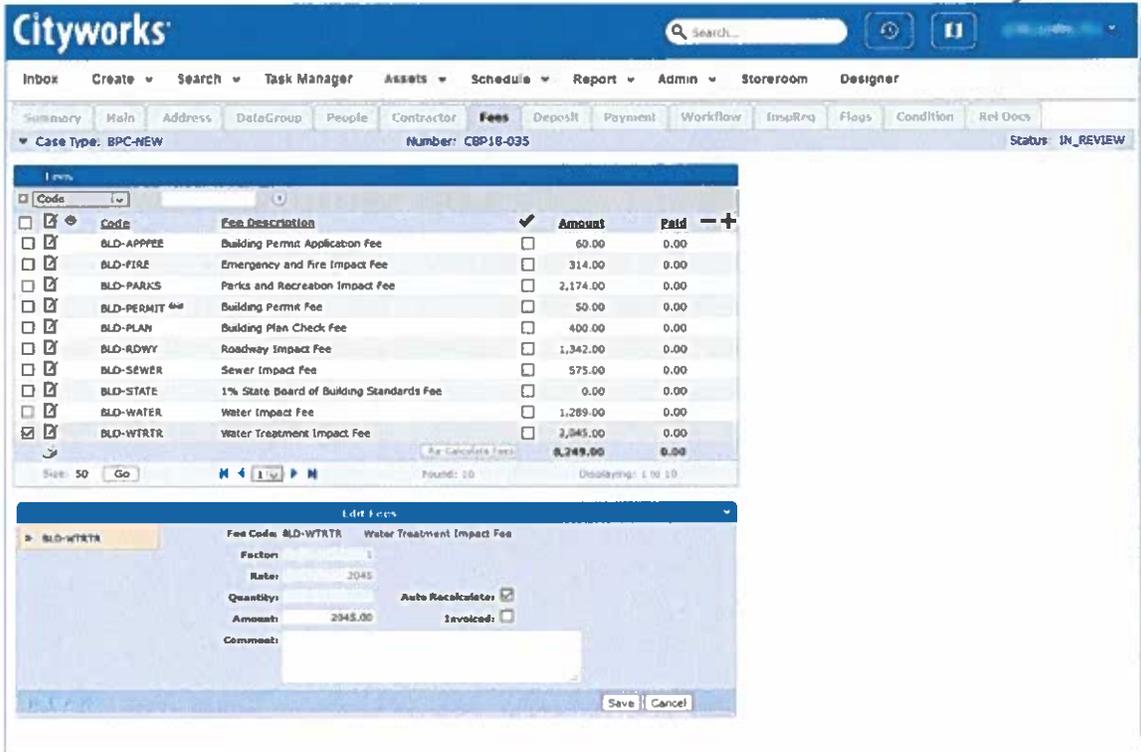
Case functionality can be automated based on fee activity, including the following:

- Fees can be automatically added to a case based on a task result.
- Fees can also be automatically removed from a case when it reaches a specific status.
- Cases can automatically progress to the next status once all the fees are paid.

Each fee code is assigned a type and then calculated as defined by the user and assigned to a template by default. Information in case data fields can be linked to a fee code for use in the calculation. Fee codes may include account numbers and can be overwritten by those with proper permission, be waived, or be assigned an effective date for the fee schedule.

A fee may be linked to violations whereby the fee is automatically associated and added to the fee structure for the case when a violation is issued. If the violation is deleted, the fee will be removed if no payment has been made.

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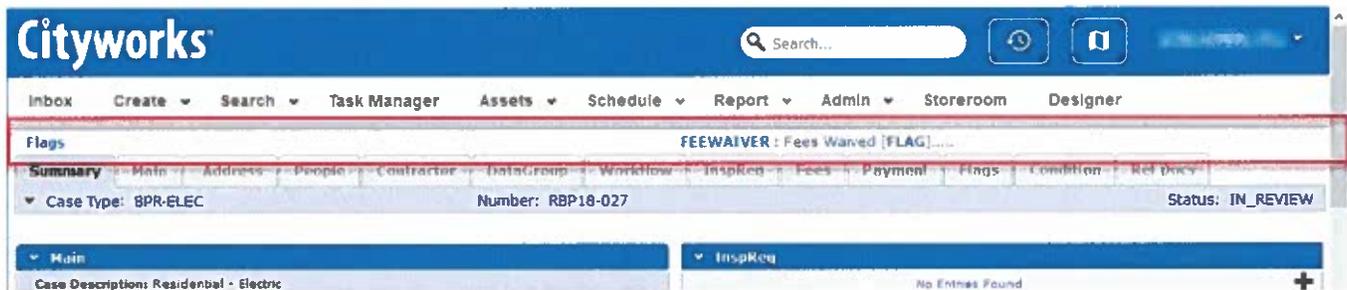


Code	Fee Description	Amount	Paid
BLD-APPFEE	Building Permit Application Fee	60.00	0.00
BLD-FIRE	Emergency and Fire Impact Fee	314.00	0.00
BLD-PARKS	Parks and Recreation Impact Fee	2,174.00	0.00
BLD-PERMIT	Building Permit Fee	50.00	0.00
BLD-PLAN	Building Plan Check Fee	400.00	0.00
BLD-RDWAY	Roadway Impact Fee	1,342.00	0.00
BLD-SEWER	Sewer Impact Fee	575.00	0.00
BLD-STATE	1% State Board of Building Standards Fee	0.00	0.00
BLD-WATER	Water Impact Fee	1,269.00	0.00
BLD-WTRTR	Water Treatment Impact Fee	2,945.00	0.00
		8,249.00	0.00

Office for PLL—Fees example

Flags

Flags act as messages that scroll across the top of a permit as soon as it opens. They can also restrict the progress of a permit until the flag is completed. This means no one can schedule inspections, update tasks, take payments, etc., until the flag requirements have been completed.



Tablet for PLL—Flags display

Instruments

Financial instruments used for development and construction projects can be tracked as part of a case. This can include bonds, letters of credit, etc. The release of moneys based on work completed or a fixed value for a project can be tracked and deducted from the total financial amount.



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The screenshot displays the Cityworks web application interface. At the top, there is a navigation bar with the Cityworks logo and a search field. Below this is a menu bar with options like 'Inbox', 'Create', 'Search', 'Task Manager', 'Assets', 'Schedule', 'Report', 'Admin', 'Storeroom', and 'Designer'. A secondary menu bar includes 'Summary', 'Main', 'Address', 'DataGroup', 'People', 'Contractor', 'Fees', 'Deposit', 'Payment', 'Workflow', 'InspReq', 'Flags', 'Condition', and 'Instrument'. The main content area shows a case summary for 'Case Type: BPR-NEW2' and 'Number: RBP18-042' with a status of 'IN_REVIEW'. Below this is a table of instruments with columns for 'Type', 'Effective', 'Expires', 'Amount', and 'Released'. One instrument is listed with an amount of 25,000.00. The bottom section is an 'Edit Instrument' form for 'LTRCREDIT', containing fields for 'Description', 'Serial Number', 'Issue Date', 'Amount', 'Effective Date', 'Data Expired', and 'Issuing Agency' (with sub-fields for Company, Address, City, State, Zip, and Country), along with 'Contact Name', 'Phone', 'Email', and 'Comments'.

Tablet for PLL—Instrument example

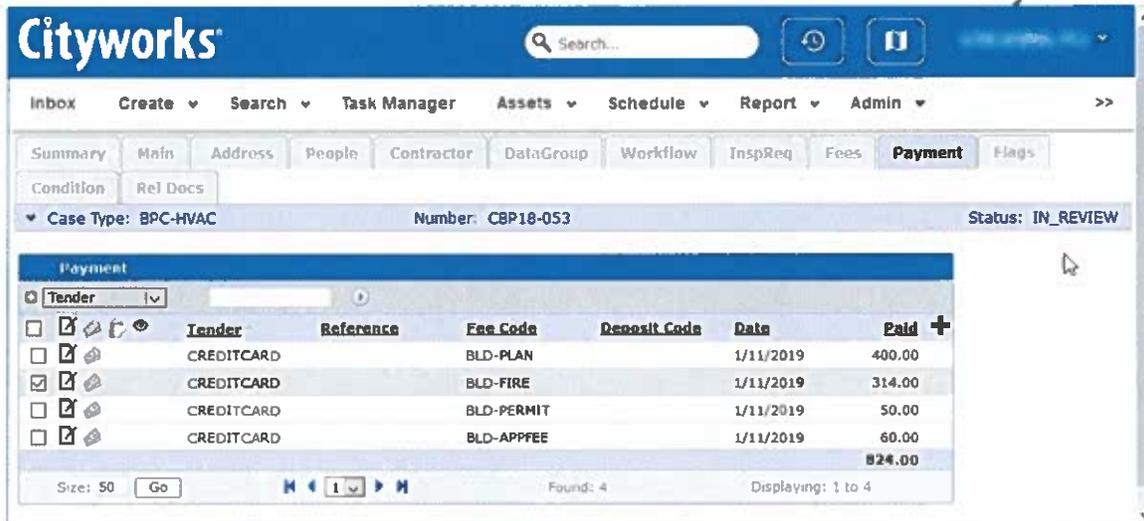
Notes

Notes can be added to each permit. A predefined list of notes is provided for easy reference and data entry, or users may create custom notes as well.

Payment

Cityworks has a built-in cashiering tool designed to manage financial transactions and does not store the personal information (such as credit card or account numbers) of individuals paying fees. Cityworks records that a payment has been made. Running credit cards, charging accounts, etc., is handled outside the system.

Functions are available to view receipts, view payments, edit the deposit, refund a payment, and add a new payment. A receipt can be printed upon payment.



Cityworks Search... [Refresh] [Print] [User Profile]

Inbox Create Search Task Manager Assets Schedule Report Admin

Summary Main Address People Contractor DataGroup Workflow InspReq Fees **Payment** Flags

Condition Rel Docs

Case Type: BPC-HVAC Number: CBP18-053 Status: IN_REVIEW

Payment

Tender [Dropdown]

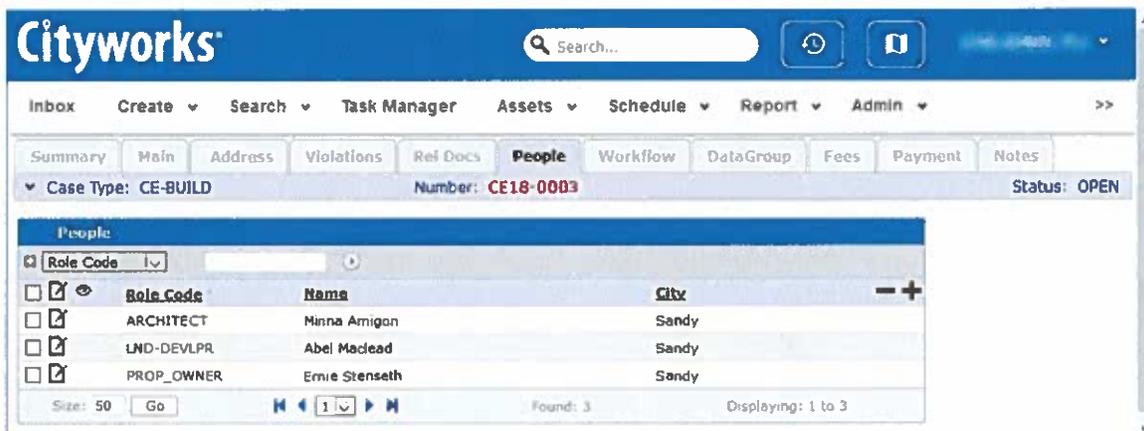
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tender	Reference	Fee Code	Deposit Code	Date	Paid	+
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CREDITCARD		BLD-PLAN		1/11/2019	400.00	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CREDITCARD		BLD-FIRE		1/11/2019	314.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CREDITCARD		BLD-PERMIT		1/11/2019	50.00	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CREDITCARD		BLD-APPFEE		1/11/2019	60.00	
								824.00	

Size: 50 Go [Page Navigation] Found: 4 Displaying: 1 to 4

Tablet for PLL—Payment

People

The people associated with each permit or case are stored by user-defined roles. These roles can include applicant, contact, business owner, engineer, contractor, etc.



Cityworks Search... [Refresh] [Print] [User Profile]

Inbox Create Search Task Manager Assets Schedule Report Admin

Summary Main Address Violations Rel Docs **People** Workflow DataGroup Fees Payment Notes

Case Type: CE-BUILD Number: CE18-0083 Status: OPEN

People

Role Code [Dropdown]

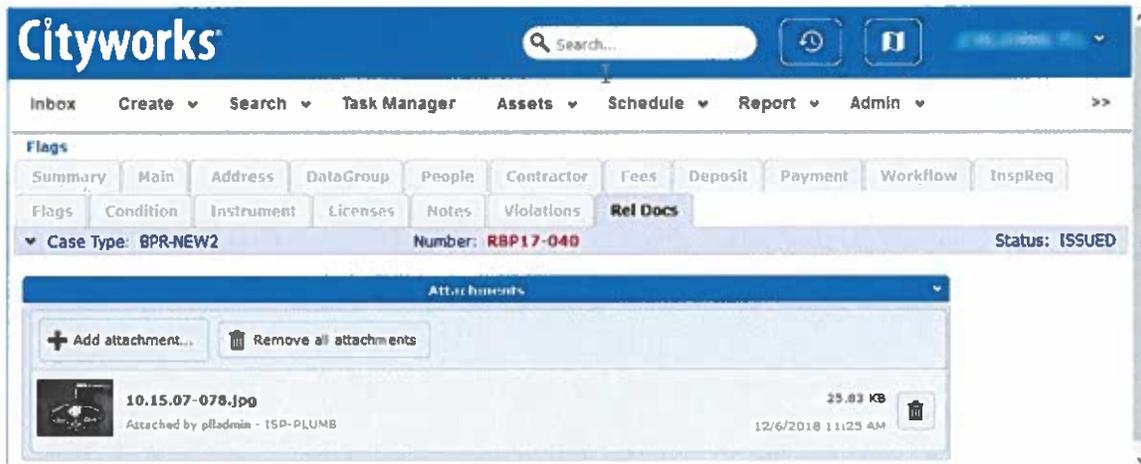
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Role Code	Name	City	- +
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ARCHITECT	Minna Amigon	Sandy	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	LND-DEVLPR	Abel Maclead	Sandy	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROP_OWNER	Ernie Stenseth	Sandy	

Size: 50 Go [Page Navigation] Found: 3 Displaying: 1 to 3

Office for PLL—People example

Related Documents (attachments)

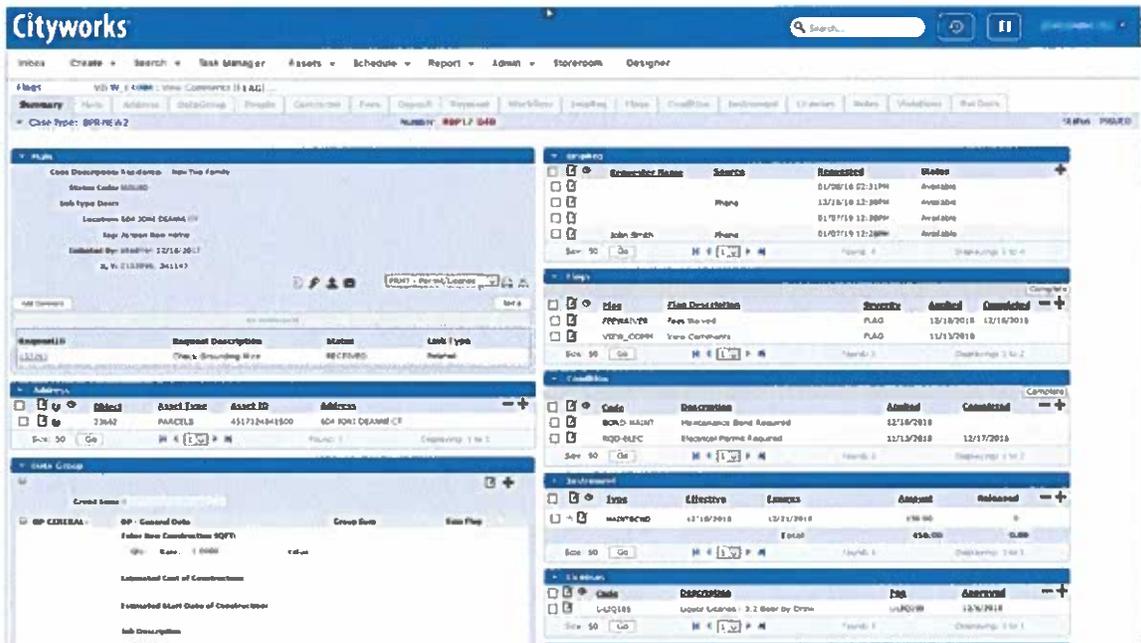
Any file types can be attached to a case, and they are stored in the database or other network location. Attachments can also be added to workflow tasks.



Office for PLL—Related documents example

Summary

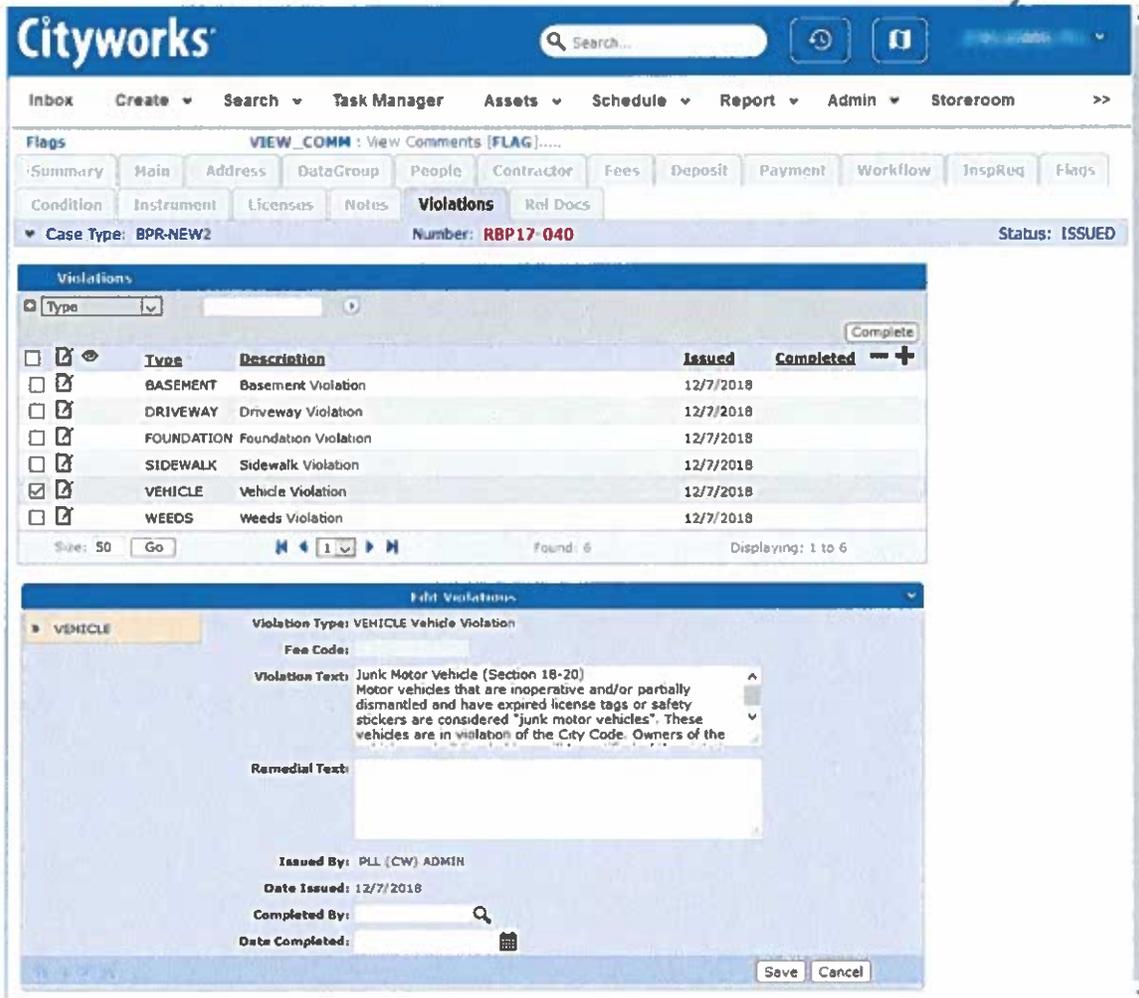
The Summary displays all the information related to a case and contains the tools necessary to complete the case.



Office for PLL—Summary tab

Violations

Cityworks tracks violation types and municipal code excerpts for each violation. The Violations panel identifies the fee code, violations legal description, details of how the violation can be resolved, the issuing employee, and the date. A fee may be linked to violations and automatically associated to a fee for the case.



The screenshot shows the Cityworks web application interface. At the top, there is a search bar and navigation tabs for Inbox, Create, Search, Task Manager, Assets, Schedule, Report, Admin, and Storeroom. Below this is a 'Flags' section with various filters like Summary, Main, Address, etc. The main content area displays a list of violations for case type 'BPR-NEW2' and number 'RBP17-040'. The violations list includes columns for Type, Description, Issued, and Completed. One violation, 'VEHICLE Vehicle Violation', is selected. Below the list is an 'Edit Violations' panel for the selected vehicle violation, showing fields for Fee Code, Violation Text (with a dropdown menu), Remedial Text, Issued By, Date Issued, Completed By, and Date Completed. The 'VEHICLE' tab is active in the edit panel.

Type	Description	Issued	Completed
<input type="checkbox"/>	BASEMENT Basement Violation	12/7/2018	
<input type="checkbox"/>	DRIVEWAY Driveway Violation	12/7/2018	
<input type="checkbox"/>	FOUNDATION Foundation Violation	12/7/2018	
<input type="checkbox"/>	SIDEWALK Sidewalk Violation	12/7/2018	
<input checked="" type="checkbox"/>	VEHICLE Vehicle Violation	12/7/2018	
<input type="checkbox"/>	WEEDS Weeds Violation	12/7/2018	

Tablet for PLL—Violations example with edit panel

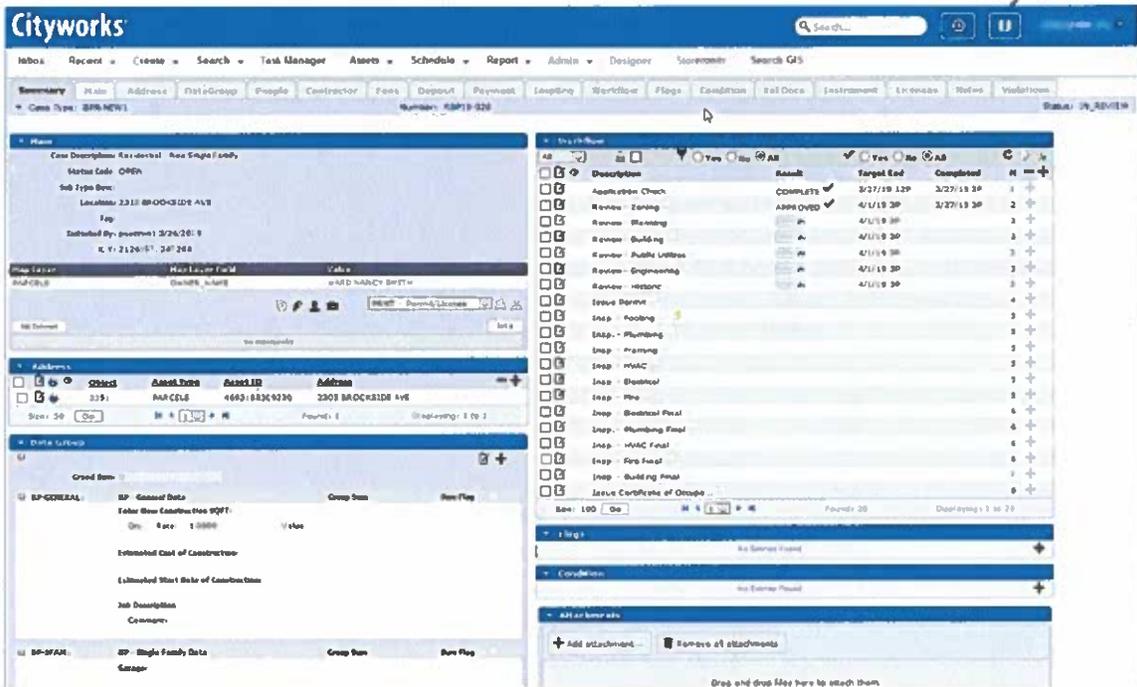
Cityworks in the Field

Cityworks is a system of engagement which encourages usage from outside the office environment, and sharing authoritative data with employees, customers, and others. Developed as an open platform using apps and cloud technology, users can access maps, view pertinent data, and create and update records from their mobile devices.

Cityworks has several PLL applications designed for use in the field: Tablet for PLL, Respond, Public Access, and mobile native apps for iOS and Android. Each has an interface different from the others and are configured for the relative user, purpose, and device.

Tablet for PLL is a core application built into the Cityworks platform. It offers full case management functionality and allows users to operate Cityworks in a mobile setting, such as on a tablet at a job site, and requires a constant network connection. The Tablet map opens in a separate browser tab.

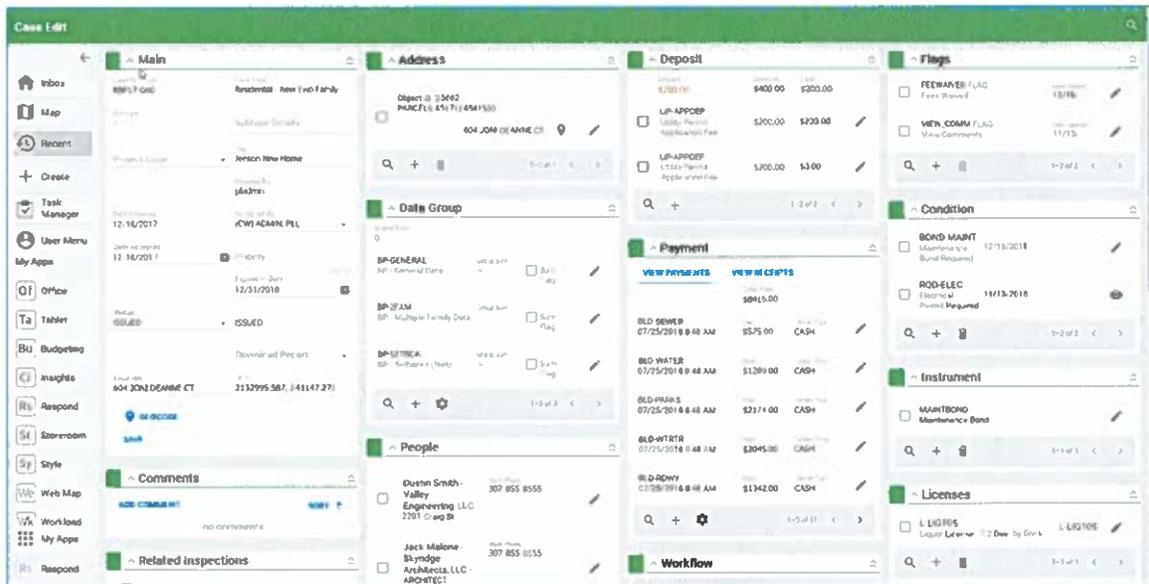
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City of Round Rock, TX



Tablet for PLL—Summary

Cityworks Respond is an optional app which focuses on Office-based functionality in a mobile setting, such as on a tablet at a job site. The Respond map opens in a separate browser tab to maximize screen space. Respond enables mobile users to display, create, and edit service requests, work orders, inspections, and cases. Respond (version 1.6 and newer) also can capture digital signatures required on inspections.

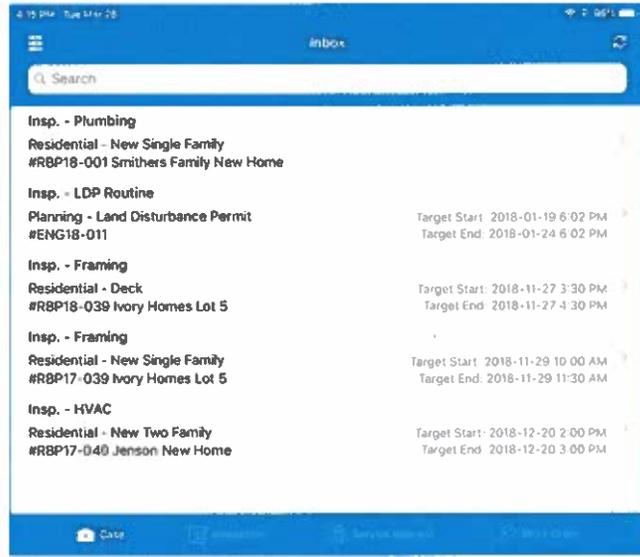
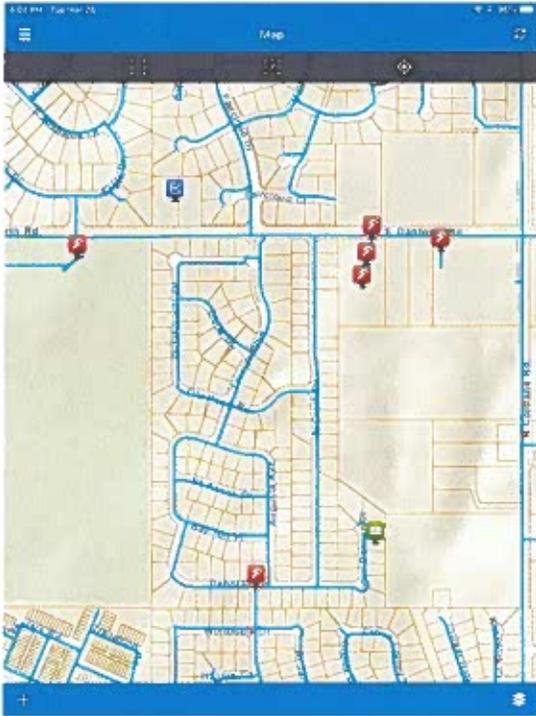
Respond requires a constant network connection, and is designed to maintain continuous, real-time updates, and create and manage aspects of Cityworks from a remote location.



Respond—Case edit

Mobile native apps for iOS and Android are optional products which allow Cityworks to be used in a disconnected environment. These apps allow users to create work orders and inspections, and edit service requests, work orders, inspections, and PLL tasks. Users can also view work activities on the map as well as add comments to work activities or mark them as completed. Assets or tasks associated with work orders and cases can also be viewed and completed.

These mobile apps can also open cases in Office, Tablet, or Respond if those applications are being used. The iOS app can open cases in Collector for ArcGIS which requires Portal for ArcGIS or ArcGIS Online, and a web map. Cases can also be opened in Navigator for ArcGIS. Collector allows users to create and edit GIS features. Navigator creates navigational routes to job sites.

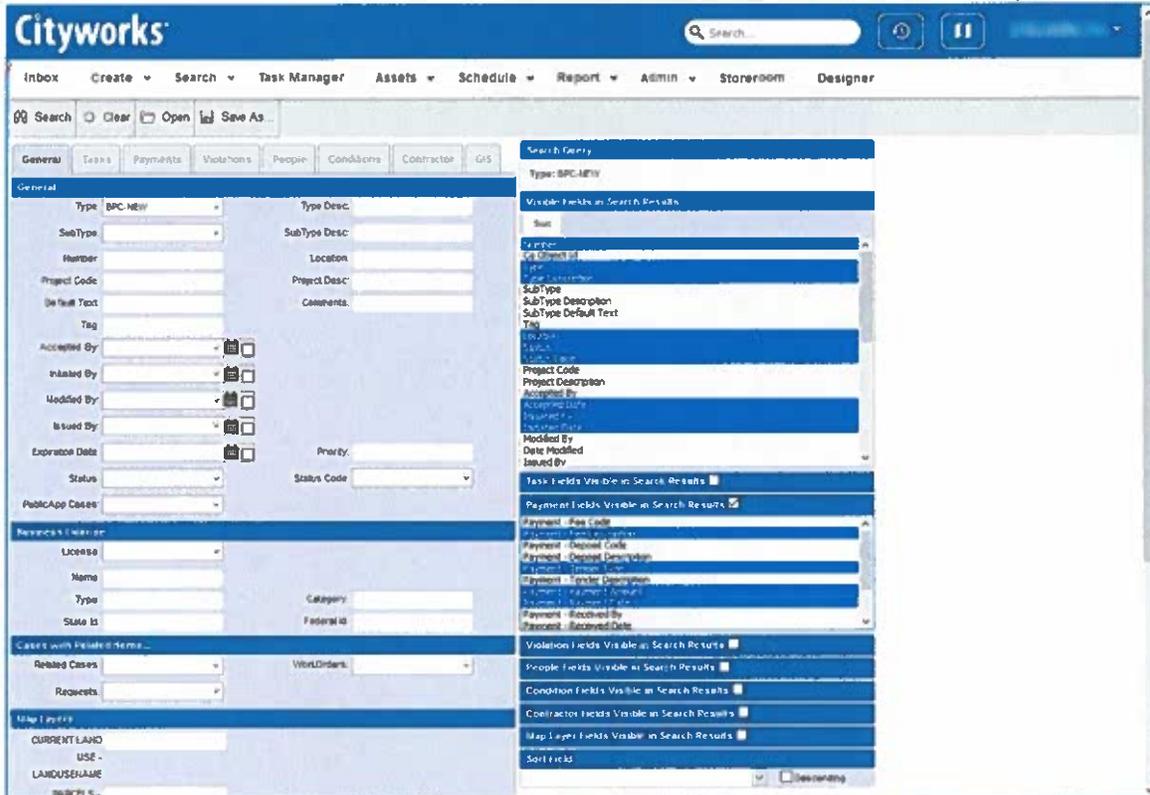


iOS app—Map and inbox

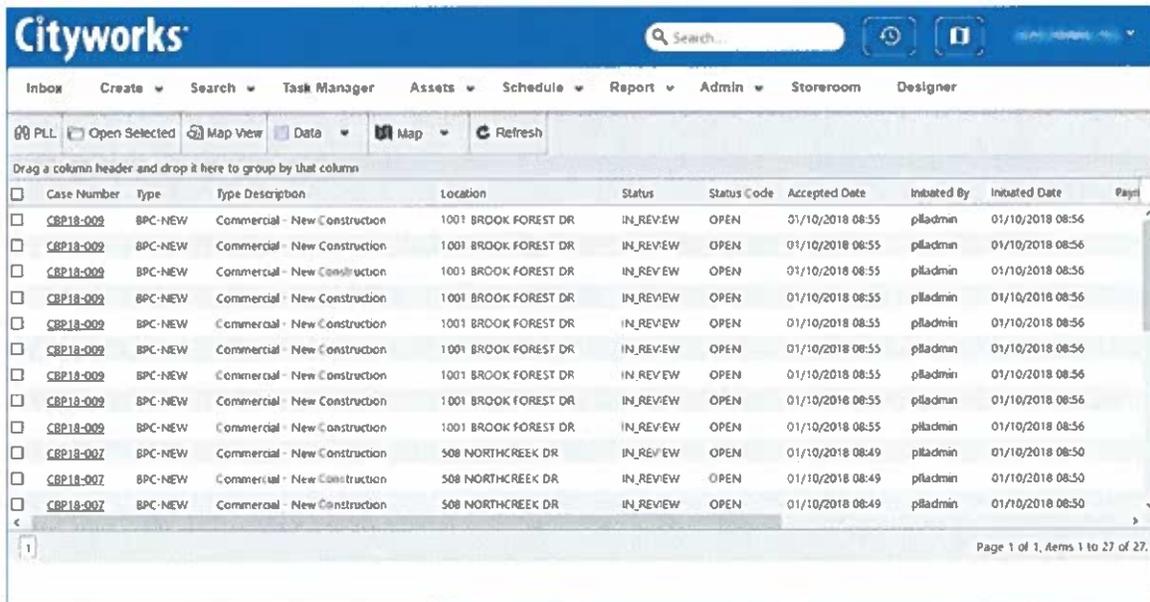
Searches and Reporting

Cityworks includes extensive search capabilities which are used to look up histories, records, and other information. Apart from standard ad-hoc searches, Cityworks allows users to search by field or by multiple fields; nearly every field in the database is linked to the search tool. Search results can be exported to Microsoft Excel, displayed in a map view, and can create navigational routes between selected record locations. Frequently used search criteria may be saved to a user's profile and added to his or her inbox, or added to the map as an event layer. Cityworks also lets users search the GIS directly, allowing them to find and view permits attached to specific assets.

The search panel is organized into tabs of searchable fields. Users can select desired display fields and sort the search results by a specific field with the descending order option. In addition, task, payment, violation, people, condition, contractor, and map layer fields can be selected as visible fields. Search criteria can be entered onto any of the tabs prior to performing the search.



Tablet for PLL—Search engine



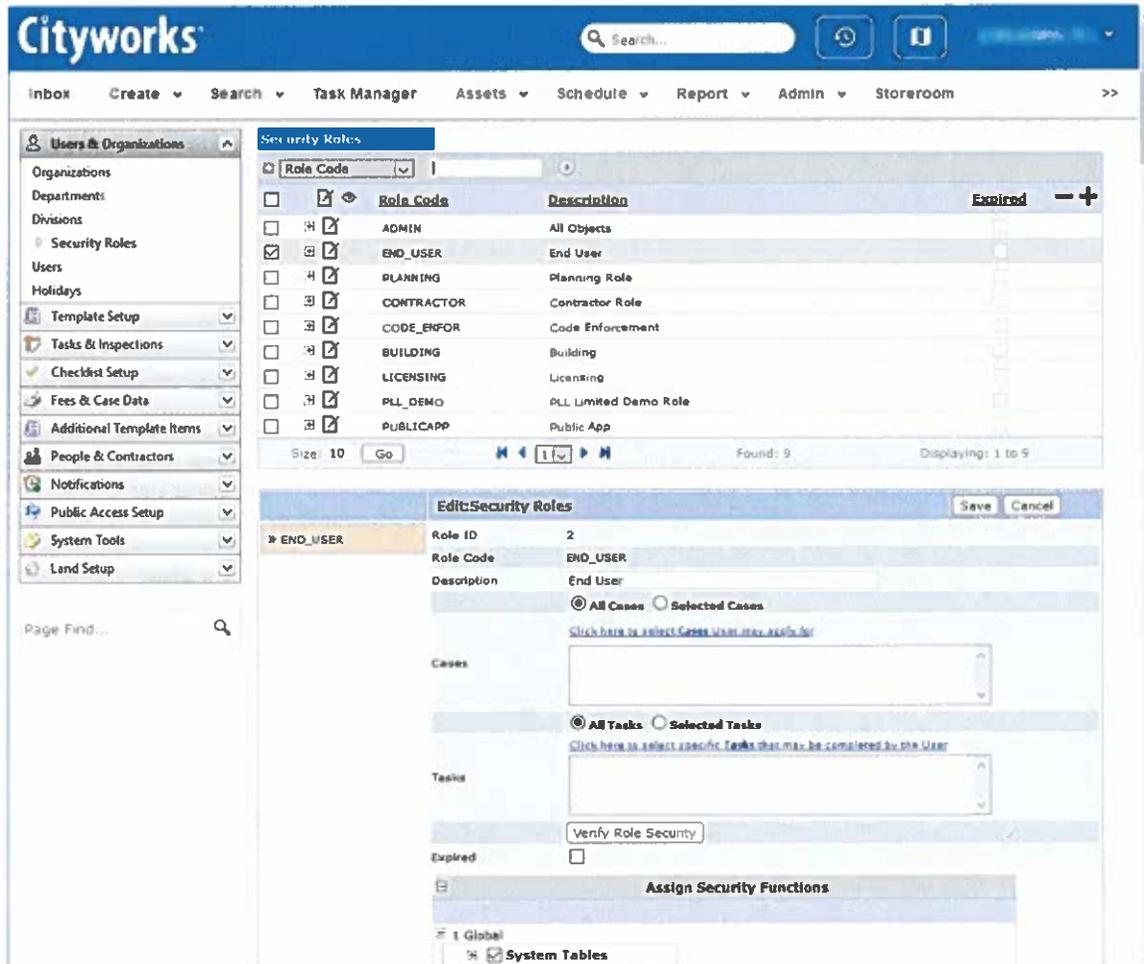
Tablet for PLL—Search results

In addition to the ad-hoc search engine described above, Cityworks is integrated with Crystal Reports for detailed reporting. Reports are uploaded to the system for immediate access. Reports can be defined for each template to facilitate printing documents associated with each permit or case.

The Cityworks eURL add-on enables sharing of maps created through case, inspection, service request, and work order searches. This application generates a URL (web address) that can be used to display an event layer on another map outside of Cityworks.

Administration and Security

PLL Admin is the interface which provides the controls, settings, and security whereby PLL is configured, organized, and managed. Administrators can create dynamic case templates, configure fees, track case-related contractor and user information, and more.



Office for PLL—PLL admin users & organizations security roles example

PLL Admin functions include:

- Users & Organizations—Create new or update information for existing organizations. Create profiles for those that create case types and templates. This includes management of group security settings for PLL functions.
- The system controls users' access to various functions via security roles. Security can define administrator privileges on the security roles, limit those who can create specific permits types, and control who can update certain tasks. Users can also be designated as inspectors.
- Template Setup—Create new and edit existing case templates, which include basic information, default settings, available controls, required items, categories, and map logic. By creating templates, you save the user from having to find and add these items to each new permit or license case individually.
- Tasks & Inspections—Create new or edit existing task types, task results, task codes, task map layer conditions, workflow setup, discipline/trade personnel, inspector setup, inspector time block, inspector days off, and define time accounting codes and hearing types.
- Checklist Setup—Create checklists including status codes, status groups, line items, and overall checklist setup, with the ability to edit, expire, or delete checklists.
- Fees & Case Data—Create and organize case data specific to builders, owners, and others related to specific data groups, which can be used to calculate fees. New fees can be created, modified, expired, or deleted. A variety of fee types are supported, including flat, incremental, variable, linear, minimum, percentage, and custom. Deposits can be configured, allowing clients to make advance payments on a case while giving them flexibility to apply the deposit to various other fees. Sub-licenses can be created, approved, tracked, and expired. Each sub-

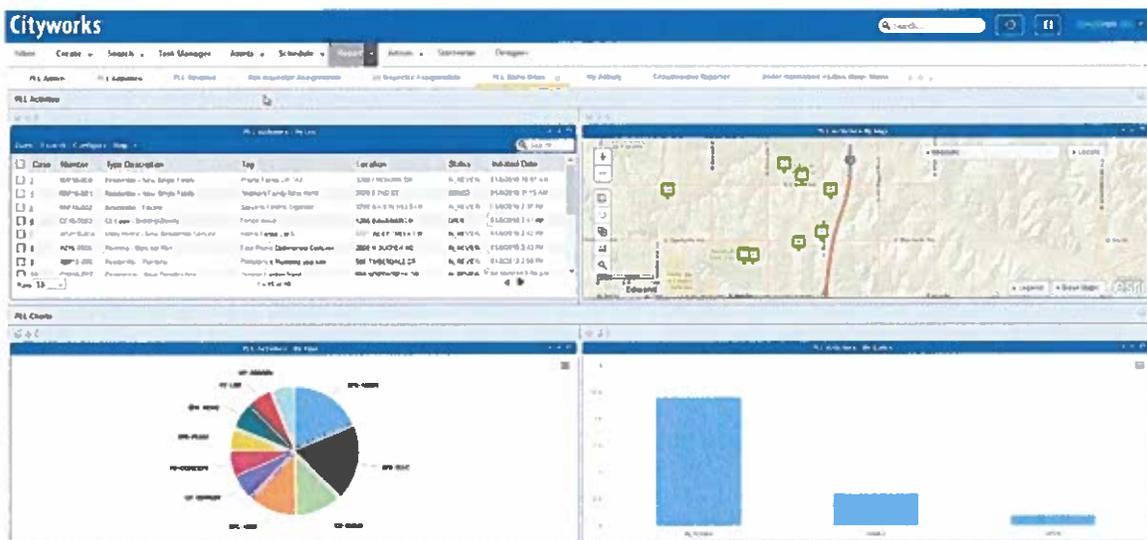
Software and Implementation Services for Community Development System City of Round Rock, TX

license will have an associated fee. Tender types defining payment options can be created, edited, expired, or deleted.

- Additional Template Items—Tools to define and edit violation codes, instrument types, limiting conditions, flags, predefined comments, projects, and business license types and categories.
- People & Contractors—Organize and track people and contractors used in maintenance, contracting, land development, and more. This allows PLL users to quickly fill in people and contractor information associated to a case.
- Notifications—Configuration of automatic email notifications to people or contractors triggered by an event in the process workflow (status changes, task assignment, task availability, task completion, and others).
- Public Access Setup—Configuration of the Public Access website, which includes: external users, home page, message boards, incomplete applications, and approved logins.
- System Tools—Configures the following: audit trace, accessing and editing system tables and fields, import to a table, system reports, feature console, case panel headings, user data favorite, expire cases by date or field value, license renewal or expiration, and general and public access preferences.
- Land Setup Menu—Contains the tools to configure the following land information: construction types, geographic areas, land form sequence controls, land object types, occupancy, country, state, structural class, subdivision, uses, zip codes, and zones.

Customization

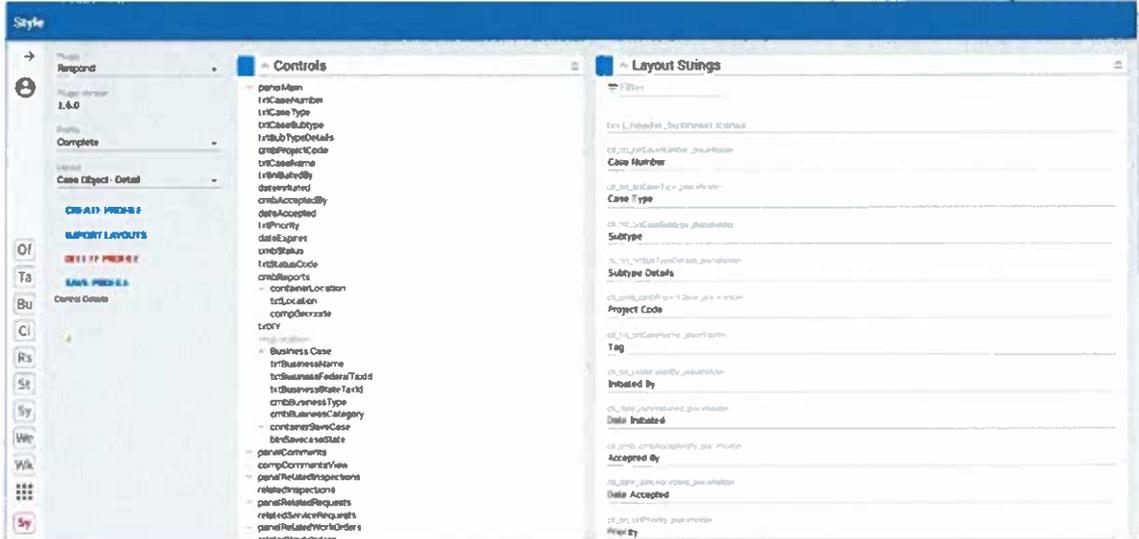
Cityworks allows users to incorporate individualized reports, queries, map displays, and other web parts into their inboxes. This allows users to include peripherally-related data and information that are not core components of Cityworks but may be directly related to a user's needs.



Office for PLL—Inbox example

The Cityworks User Interface (UI) can be customized utilizing changes to XML or HTML files, and by incorporating stored procedures. Moreover, customization can be accomplished using Layout Manager UI rendering tools developed for Cityworks AMS/PLL. Users interact with the Layout Manager through specifically formatted XML files. Each time a page loads, Layout Manager reads the files and then interprets them to dynamically create the UI. Documentation and optional training classes are available to help the users understand how to customize the UI.

In addition, the UIs of Cityworks 15.4 compatible apps that are built outside of the platform can be customized utilizing Style. These currently include Respond, Storeroom, Operational Insights, Performance Budgeting, and Style. Other compatible apps will be customizable with Style as those new versions are released. Style is available to clients using the currently supported apps for which Style can be applied.



Style—Respond, case object detail profile example

Style offers an efficient way to create UI profiles and apply them to specific users. UI changes can include control label descriptions and visibility, collapsed panels, theme colors, imported layouts, and more. Keyword filtering helps navigate through the occurrences of the names of the controls, after which changes can be made. The control names can also be viewed within the application during the customization process.

Interface with Other Systems

Cityworks is built using open standards and technology; storing data in an open, published format utilizing standard commercial SQL databases, such as Oracle and Microsoft SQL Server. The open-standards design of Cityworks is the key to developing applications and reports that enhance each individual system and interface with your critical business systems. These interfaces may be created in-house or by a third-party contractor working for your organization.

Cityworks customers are free to use the Cityworks data structures to build interfaces to other databases, such as customer information systems, financial information systems, human resource management systems, fleet management systems, and other related business applications. Several customer sites have even created their own applications to access their data. Our licensing policy does not prohibit this in any way. We believe in and fully support “open systems” and “open standards.”

Application Programming Interfaces (APIs) extend the Cityworks platform to third-party applications. These APIs expose specific functionality as well as data, allowing Cityworks to interact with other systems. APIs are licensed separately and require configuration.

The Cityworks data model and structure is documented for internal or neutral third-party consultant use. Azteca Systems requires the client acknowledge that copyright law protects the Cityworks data structures wherein the data is stored. However, the client is always the owner of data entered or stored in Cityworks or generated by Cityworks.

Access to and utilization of the data in Cityworks is unencumbered for the client’s internal usage for the following purposes:

- Data conversion and data migration into or out of Cityworks.
- Internal application development for add-ons to Cityworks or for an application that is complementary to Cityworks, whereas the application is not a reverse engineering of Cityworks.
- The development and maintenance interface from Cityworks to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks data structures.

Clients may utilize the services of a third-party vendor to support Cityworks for the above items. However, the third-party vendor cannot be a direct competitor of Azteca Systems, and the third-party vendor must execute a Non-Disclosure Agreement with Azteca Systems. Azteca Systems has an extensive network of authorized implementation partners, each having an impressive track record of successful implementations and integrations.



Software and Implementation Services for Community Development System
City of Round Rock, TX

Cityworks 15.6 Specifications

(Last updated: October 2020)

Cityworks Database Server* Specifications for a Database (Intel®) Server:

- Windows Server 2012 (64-bit)
- Windows Server 2012 R2 (64-bit)
- Windows Server 2016 (64-bit)
- Windows Server 2019 (64-bit)
- 32 GB RAM (or better)
- Current Intel Xeon®/server class processor 3.46 GHz (or better)

* Database server assumes a machine hosting the organization's SDE geodatabase (supporting both editors and viewers) and Cityworks database (supporting users of Cityworks AMS/PLL). Please contact Cityworks with any questions.

Server AMS-PLL Client Specifications for a PC (Intel®) Client:

- 2.0 GHz Intel Core® processor (or better)
- 2 GB RAM (or better)
- Windows 10 (32/64-bit)
- Firefox*
- Chrome* (There is a known issue in Storeroom with Chrome 46)
- Microsoft Edge**

*Because browsers update frequently and silently without user prompting, if an issue arises that is determined to be the result of a browser update, we will endeavor to address it as we would any other issue of similar nature.

**Microsoft announced upcoming changes to the Edge browser to support the Chromium rendering engine. Due to these changes, we have limited support for Microsoft Edge.

AMS-PLL Application Server (~40 users) Specifications for an Application (Intel®) Server:

- Windows Server 2012 or 2012 R2, IIS 8.0/8.5
- Windows Server 2016 (64-bit), IIS 10
- Windows Server 2019 (64-bit), IIS 10
- 12 GB RAM (or better)
- Current Intel Xeon®/server class processor 3.46 GHz (or better)
- Application consumes 1 GB of disk space (500 MB on system drive)
- .NET 4.5 Framework Windows Server features (.NET Extensibility 4.5 only if using Windows Server 2012/R2)
- .NET 4.6.2 Framework installed on both application and GIS servers. Requires Crystal Reports Runtime 13.0.16–13.0.20.
- .NET Framework 4.7.2 is required for the Cityworks application server as well as the GIS server if the Cityworks SOE is used.

We do not provide disk space requirements because it is dependent on factors like the size and quantity of attachments and map images.

AMS-PLL Application Server (~80 users) Specifications for an Application (Intel®) Server:

- Windows Server 2012 or 2012 R2, IIS 8.0/8.5
- Windows Server 2016 (64-bit), IIS 10
- Windows Server 2019 (64-bit), IIS 10
- 24 GB RAM (or better)
- Current Intel Xeon®/server class processor 3.46 GHz (or better)
- Application consumes 1 GB of disk space (500 MB on system drive)
- .NET 4.5 Framework Windows Server features (.NET Extensibility 4.5 only if using Windows Server 2012/R2)



**Software and Implementation Services for Community Development System
City of Round Rock, TX**

- .NET 4.6.2 Framework installed on both application and GIS servers. Requires Crystal Reports Runtime 13.0.16–13.0.20.
- .NET Framework 4.7.2 is required for the Cityworks application server as well as the GIS server if the Cityworks SOE is used.

We do not provide disk space requirements because it is dependent on factors like the size and quantity of attachments and map images.

Cityworks add-ons	Cityworks Utilities interface for pavement management <ul style="list-style-type: none"> • PAVER versions 5.3.7–6.5.7 Pavement Management 1.0 app <ul style="list-style-type: none"> • PAVER version 7.x Cityworks Utilities interface for CCTV <ul style="list-style-type: none"> • PACP versions 4.4 and 6.0
Supported Esri Platforms	Esri Enterprise Platforms: 10.3, 10.3.1, 10.4, 10.4.1, 10.5, 10.5.1, 10.6, 10.6.1, 10.7, 10.7.1, and 10.8 Esri Workgroup Platforms: 10.3, 10.3.1, 10.4, 10.4.1; 10.5, 10.5.1, 10.6, 10.6.1, 10.7, 10.7.1, and 10.8
Supported RDBMS Platforms	Oracle 11g R1, Oracle 11g R2, Oracle 12c, Oracle 12c R1, SQL Server 2012, SQL Server 2014, SQL Server 2016, SQL Server 2017, and Oracle 12c R2, and Oracle 18c
Supported RDBMS Express Platforms	SQL Server Express 2012, SQL Server Express 2014, SQL Server Express 2016, and SQL Server Express 2017
Esri Platform Notes	ArcGIS Enterprise 10.8 is supported with Cityworks 15.5.4 and newer.

Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase—a file geodatabase is not sufficient here. To learn more about how Cityworks AMS/PLL provides comprehensive access to the geodatabase, contact Cityworks.

PUBLIC FACING PORTAL – TIMMONS GROUP PLL PORTAL

The Timmons Group PLL Portal is a public facing portal for Cityworks that leverages Cityworks Server PLL, PLL Extended API's, and is customized to meet the specific business needs of a locality. Successful implementation of the Public Portal as a core technology for Round Rock's Permitting, Licensing and Land use gives citizens the ability to apply for permits, pay fees, schedule inspections, etc. This capability includes the application of, management of, and scheduling of permits utilizing a public facing website. Additionally, the portal plugs into numerous point of sale and payment management systems including PayPal and JetPay. The PLL Portal is a map-based solution that offers two levels of access: Guest and Contractor. Guest access allows users to search for permits, view permit status, and make online payments. In addition to these features, Contractor access allows licensed contractors to apply for trade permits and schedule inspections directly through buildIT. At several localities, we have integrated the portal to Hyland OnBase's Electronic Plan Review thus allowing citizens and contractors to submit and track plan the plan review process through the portal.



The functions listed below are standard "out of the box" features of the Timmons Group PLL Portal. However, based on its extremely flexible design modifications and or enhancements can be readily added to the core product to meet diverse needs and requirements.



Allows for seamless operations remotely

Permits, Licensing, and Inspection workflows can seamlessly operate even if your local government offices are closed or staff are working from home



Can be implemented as quickly as four weeks

With nationwide contract vehicles in place to ease the procurement process, we have the ability to have this up and running in as quickly as four weeks



Provides an easy, user friendly system

Cityworks PLL and the Timmons Group PLL Portal can provide an easy, user friendly system for your staff to manage permit applications, payment processing, document management, inspection scheduling and license renewals



Payments can be processed remotely

Allows for seamless integration of point-of-sale for citizens and internal staff



Migrates all communication to the web

Migrates all traditional counter-based communication and phone interactions to this web-based tool



Searching

- Search Permit by Case Number
- Search Permit by Name
- Search Permit by Location
- Search Permit by Type

Payments

- Make a payment against your permit as soon as its accepted
- Make payments against new fees assigned based on workflow actions

Printing

- Print Crystal Reports
- Limit printing based on locality's business rules

Applying for Permits

- Select your address from a map
- Verify what case type you can apply for based on your business rules
- Make case data required

Scheduling

- Schedule from a list of your available inspections
- Leave comments for the inspector
- Cancel or change inspection time
- Build your own scheduling rules

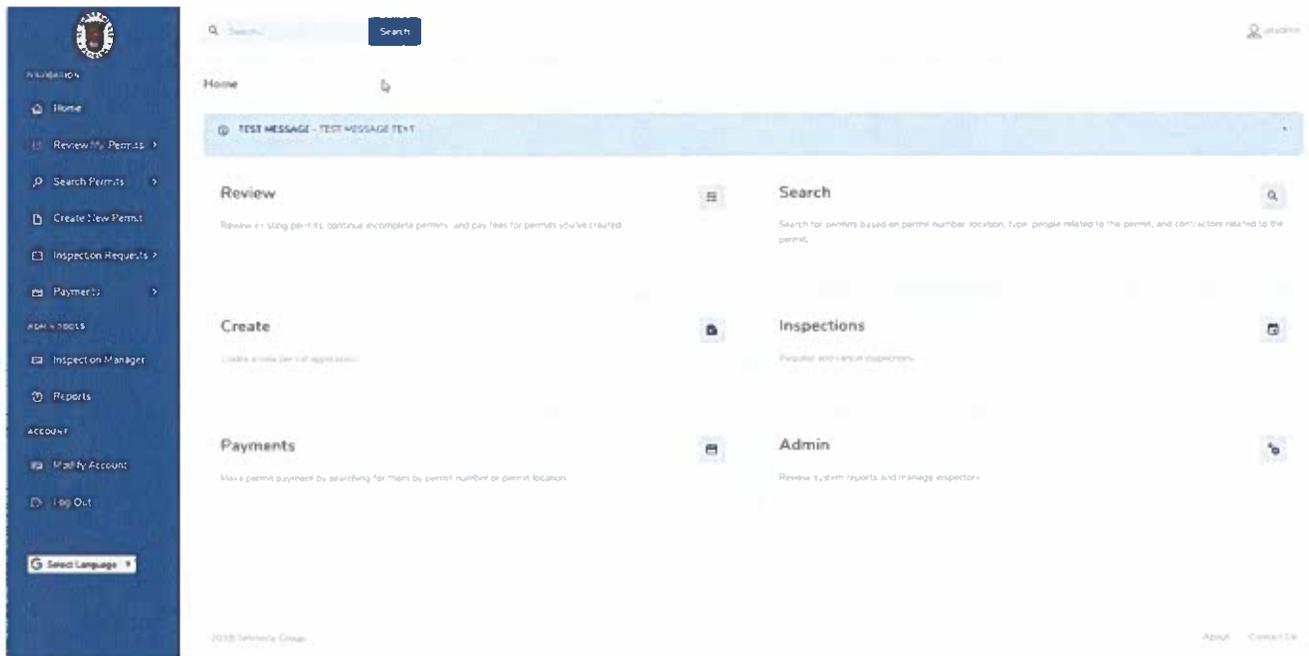
Timmons Group PLL Portal – Core Functionality		
ID	Functionality	Functionality Definition
1	Account Creation, login and existing account check	The user can login to the Portal with a username and password. If the user does not have a username or password, they can create a new account. Guest Access does not require login credentials but limits functionality within the Portal.
2	Account Modification	The user can modify account information: email, address, phone number, security question, security answer.
3	View Permit Information	The user can view permit information: location, people, tasks, inspection requests, fees, and payments.
4	Schedule Inspection Request	The user can schedule inspection request on inspections where they are the contact, are in an open milestone and available.
5	Apply for a Permit	The user can apply for a permit through the Portal. The user is given the option to apply for a child or standalone permit. A child permit will require a parent permit number to link. The user will be given the opportunity to submit the following information:
		• Case Type
		• Location
		• People/Contacts
		• Contractors
		• Case Data
		• Attachments



Software and Implementation Services for Community Development System
City of Round Rock, TX

Timmons Group PLL Portal – Core Functionality

ID	Functionality	Functionality Definition
6	View Job Summary	A crystal report defined by Client.
7	Permit Payment	The user will be given the option to pay permit fees with Paypal (out of the box). Other payment systems can be easily integrated.
8	Permit Application and payment receipt printing	The user will be given the option to print the application/permit information. The user will be given the option to print a receipt after payment.
9	Required Fields	The user will be required to submit any case data items that are required within the configuration of Cityworks PLL.
10	Print Reports	The user will be given the option to print 2 custom reports identified by the City.
11	Review Open/Incomplete	The user can view open permits where they are a contact. The user can view incomplete applications that they have started in the Portal but not yet configured.
12	Guest User Access	The user can access the portal as a Guest requiring no login credentials. Portal functionality is limited.
13	Disclaimer	The user will be shown a disclaimer and are required to accept the disclaimer before they may submit a permit.
14	Search	The user can search for permit information by Permit Number, Name of people, contractor license number, Permit location or permit type.





COSTS

The following tables represent a traditional approach. Associated costs are with Timmons Group doing the traditional bulk of services, leading the project, etc.

Cityworks PLL Implementation Scope Items (Traditional approach)	Cost
Cityworks PLL Software License	n/a
Implementation Fees	\$ 191,310.00
Data Conversion	\$ 38,500.00
System Integrations	\$ 55,410.00
Hardware (Hosting provided by Timmons Group via AWS, annual fee)	n/a
Training	\$ 21,640.00
On-site Go Live support	\$ 4,760.00
Ad-Hoc support (40 hours after Go-Live)	\$ 6,400.00
Expenses/Travel Costs	\$ 19,740.00
Total	\$ 337,490.00

Timmons Group PLL Portal Scope Items	Cost
Software cost (initial cost, annual fee is \$12,000)	\$ 35,000.00
Implementation	\$ 5,000.00
Total	\$ 40,000.00

Annual re-occurring costs	Cost
TG PLL Portal annual license cost (support, upgrades, etc.)	\$ 12,000.00
Total	\$ 12,000.00

Optional TG developed PLL Enhancement tools	Cost
Data Pusher	\$ 4,000.00
People Pusher	\$ 2,500.00
Parent/Child Relationship	\$ 10,800.00
Total	\$ 17,300.00

Software costs for Year #1 will be due at the time of contract execution. Costs will be billed on a monthly percent complete basis for professional implementation services. Fees will be due net 30 days.

Ad-hoc professional services are optional, if requested these services will be provided at the flat rate of \$150 per hour for the duration of this contract.

Timmons Group provides the following details to the cost tables presented above so that Round Rock can understand the cost buildup:

Cityworks PLL Implementation Scope Items (Traditional approach) - details	Cost
Tyler MUNIS integration	\$ 16,040.00
Faster integration	\$ 10,480.00
Appraisal District – develop & configure workflows	\$ 13,890.00
SharePoint integration (T&M task with a Not to Exceed fee)	\$15,000.00
Cityworks PLL Project Management, Discovery, Configuration, Testing & UAT	\$ 191,310.00
Data Conversion	\$ 38,500.00
Training	\$ 21,640.00
On-site Go Live support	\$ 4,760.00
Ad-Hoc support (40 hours after Go-Live)	\$ 6,400.00
Expenses/Travel Costs	\$ 19,740.00
Total	\$ 337,490.00

CASE STUDY: CITYWORKS PLL & TIMMONS GROUP PORTAL

Here is a recent article detailing the solution set of tools we are proposing to Round Rock that was recently implemented at Escondido CA by Timmons Group:

[Citizen-Focused Community Development](#)

[Cityworks Magazine](#), [Cityworks News](#), [Permits and Licensing](#), [Solutions](#) | Oct 30, 2019

INTEGRATING BEST-OF-BREED SOLUTIONS TO UNLEASH THE FULL POTENTIAL OF CITYWORKS PLL

Many of us today connect to the world through our mobile devices. We can see what's happening at our front door even when we're not at home. With just a few screen taps, we can purchase goods that are delivered the next day. Countless apps and services provide us near real-time updates on everything from weather alerts and sports scores to our daily routines and interactive hobbies.

Understandably, people also expect similar levels of service from their local governments. The most effective way for a municipality to meet this demand is through an integrated enterprise solution that engages residents, shares and collects information, and supports collaboration across departments. The City of Escondido implemented one such solution for its business licensing division and is in the process of implementing it in other departments.

Fueled by a strong economy, Escondido has experienced an influx of revitalization construction and new development. However, with roughly 2,000 new permits each year and 10,500 existing business licenses on an annual renewal cycle, city staff were struggling to keep up.

For years, Escondido has used Cityworks AMS and Esri's ArcGIS as an end-to-end solution for asset management, with CitySourced as their customer-facing service request and community engagement solution. The city needed a similarly integrated solution for land management, community development, business licensing, permitting, inspections, and more. They also needed the solution to be GIS-centric.

"Our philosophy is to implement technology solutions that address the end-to-end workflows and customer-to-staff processing that produce information for data-driven decisions by leadership," said Rob Van De Hey, Escondido's director of information systems.

ENGAGING THE PUBLIC

Ultimately, the city decided to expand their current system—keeping ArcGIS as the foundation and using Cityworks AMS and PLL for work management and data tracking.

One of Escondido's primary goals was to improve the efficiency of their customer interactions. To achieve this, they implemented Timmons Group PLL Portal, a public-facing portal that leverages Cityworks PLL and extended APIs and can be customized to meet an organization's specific business needs.

The integrated enterprise system will ultimately allow for seamless communication across several different divisions: operations and maintenance, engineering, facilities, fire, planning, code enforcement, permitting, plan review, and business licensing.

It also puts the power of data entry and communication into the hands—and digital devices—of the public. Instead of calling or physically traveling to a city office, customers will be able to use the Timmons Group PLL Portal to submit applications, upload and download documents and plans, apply and renew business licenses, schedule appointments, and make payments.

The city expects to see an increase in compliance as a result of the easy-to-use customer portal.

"In the seven months since we launched the new platform, we've seen a 30 percent adoption rate among our customers," said Van De Hey. "The data collected from the new system is already leading to increased efficiency, and it's driving other improvements across the organization."



Software and Implementation Services for Community Development System City of Round Rock, TX

STREAMLINING WORKFLOWS

The integrated solution will also incorporate an integration to Blue Beam for electronic plan review and document management. Once the plans are received by the city, the Cityworks PLL workflow tracks the plan review process as multiple departments and reviewers work collaboratively on a single electronic version of the plan sets.

Comments, status changes, and notifications will be provided to the customer either through comments on the plans themselves or through standardized electronic communications—emails, text messages, Timmons Group PLL Portal updates, and CitySourced app notifications.

The collaborative workflow will drastically reduce plan review times. It will also eliminate confusion caused by multiple plan sets and will help keep applicants informed on the status of their project.

IMPROVING ACCESS

Because the integrated solution is built on the foundation of ArcGIS, city staff will be able to make fact-based decisions much more quickly and effectively. For example, city code requires that establishments applying for a liquor license be at least 1,000 feet away from any school. Thanks to GIS data, validating this requirement on a new application would take just seconds.

City staff will also benefit from mobile functionality available in Cityworks Respond 2.0 and the Cityworks mobile native apps.

“We wanted to give our employees effective tools for doing work when and where they need to,” explained Van De Hey. “Our field staff will be able to spend 20 to 30 percent more time out in the field completing inspections, working code enforcement cases, and interacting with customers electronically. We’ve already been able to handle higher workload volumes with existing staffing levels thanks to the efficiencies of the integrated system.”

Together, each of these best-of-breed solutions helps Escondido enhance its levels of service, increase efficiencies, and improve communication. By putting the right technologies into the hands of their employees and residents, the City of Escondido is connecting people and processes to build a vibrant, growing community.

Lou Garcia is a Principal at Timmons Group. Contact him at louis.garcia@timmons.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-758668

Date Filed:
05/27/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Timmons Group
Richmond, VA 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
Cityworks Permit, Licensing and Land (PLL) Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Doherty, Vince	Richmond, VA United States	X	
	Trapp, Paul	Richmond, VA United States	X	
	Davey, Timothy	Richmond, VA United States	X	
	Bortell, Brian	Richmond, VA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Vince Doherty, and my date of birth is [REDACTED].

My address is 1001 Boudlers Parkway Suite 300, Richmond, VA, 23225, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Chesterfield County, State of VA, on the 27 day of May, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Listing Agreement with Brinegar Properties for the sale of property located at 1991 Rawhide Drive.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution, Exhibit A, 1991 Rawhide Drive

Department: Administration

Text of Legislative File 2021-188

This item is to list the old fire station #3 for sale with Brinegar Properties. The property will be listed at \$1,249,000 with the listing agenda receiving 6% of the sales price at closing. The City no longer needs this property after the completion of the new fire station #3 in the La Frontera shopping center.

RESOLUTION NO. R-2021-188

WHEREAS, the City of Round Rock (“City”) is the owner of real property located at 1991 Rawhide Drive in Round Rock, Williamson County, Texas; and

WHEREAS, the City desires to sell said property; and

WHEREAS, Brinegar Properties has submitted a Commercial Real Estate Listing Agreement Exclusive Right to Sell, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Commercial Real Estate Listing Agreement Exclusive Right to Sell with Brinegar Properties, 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: City of Round Rock

Address: 221 E Main St
City, State, Zip: Round Rock, TX 78664
Phone: (512)218-5401 Fax:
E-Mail: bwilliams@roundrocktexas.gov

Broker: Brinegar Properties

Address: 401 W Anderson Ave
City, State, Zip: Round Rock, TX 78664
Phone: 512.940.0188 Fax:
E-Mail: bb@512texas.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 1991 Rawhide Dr
City: Round Rock County: Williamson Zip: 78681-6920
Legal Description (Identify exhibit if described on attachment):
WCAD Parcel # R321675 - OLD WEST ADDN SEC 1, LOT 1

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) 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, easements and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 1,249,000.00
One Million, Two Hundred Forty-Nine Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except N/A

4. TERM:

- A. This Listing begins on July 1, 2021 and ends at 11:59 p.m. on June 30, 2022. Seller may terminate this Listing on notice to Broker any time after June 30, 2022.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

- (1) 6.000 % of the sales price.
- (2) _____
- _____
- _____

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

Commercial Listing concerning _____

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

(a) N/A % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; and _____.

(b) _____

_____.

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

(a) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____;

(b) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____; or

(c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.

- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Williamson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: N/A (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) N/A % of the sales price if Seller sells the Property;
- (2) N/A % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: expense reimbursements; _____; and
- (3) _____.

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker will will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- A. **Intermediary Status:** Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- # may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- # may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- # may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- # may not treat a party to the transaction dishonestly; and
- # may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
 - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

- (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

- (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) 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 have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.

C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:

- (1) that arise from Seller's failure to disclose any material information about the Property;
- (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
- (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
- (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- A. Information About Brokerage Services (TXR-2501)
- B. Property Description Exhibit identified in Paragraph 2
- C. Condominium Addendum to Listing (TXR-1401)
- D. Commercial Property Condition Statement (TXR-1408)
- E. Information About On-Site Sewer Facility(TXR-1407)
- F. Information about Special Flood Hazard Areas (TXR-1414)
- G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

Commercial Listing concerning _____

- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: City of Round Rock

Broker: _____

Broker / Company Name: Brinegar Properties

By: _____

License No. 9002570

By (signature): _____

By (signature): _____

Printed Name: Craig Morgan

Printed Name: Brentley Brinegar

Title: Mayor Date: _____

Title: Broker License No. 589701

Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

FOR SALE



1991 RAWHIDE DR Round Rock, TX 78681

CREATIVE SPACE

PROPERTY FEATURES

- Former Fire House
- Zoned C-1
- Creative re-use - think unique professional office, restaurant, microbrewery, veterinary clinic, training facility, speciality gym
- Easy access to IH-35, Hwy 620, SH 45

DETAILS

- 5,361 SF
- 0.52 acres
- Bring your best offer

CONTACT

BRENTLEY BRINEGAR
Broker, Owner, Agent, Realtor®
bb@512texas.com
(512) 975-2243

EXPERIENCE ♦ EXPERTISE ♦ RELATIONSHIPS ♦ RESULTS

401 W. Anderson Avenue, Round Rock, TX 78664 | (512) 940-0188 | 512Texas.com

The material contained in this memorandum is based in part on information furnished to Brinegar Properties by sources deemed to be reliable. The information is believed to be accurate in all material respects, but no representations or warranty, express or implied, is made by any party. Nothing contained herein should be relied upon as a promise or representation as to the future. Recipients should conduct their own investigation and analysis.

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BRINEGAR
PROPERTIES
COMMERCIAL
REAL ESTATE

FOR SALE

1991 RAWHIDE DR
ROUND ROCK, TX 78681

CREATIVE SPACE



CONTACT

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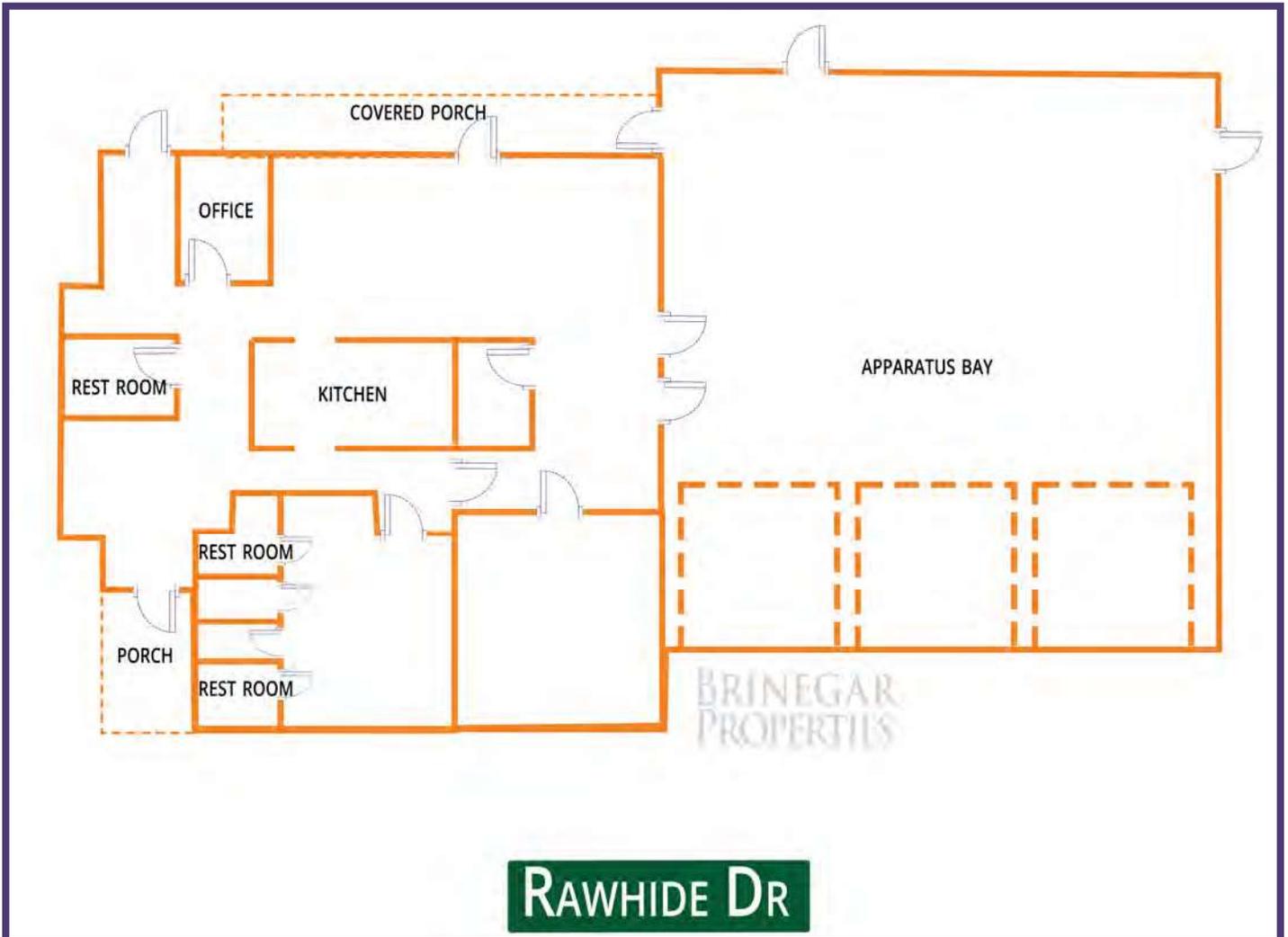
**BRINEGAR
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FOR SALE

1991 RAWHIDE DR
ROUND ROCK, TX 78681

CREATIVE SPACE

FLOOR PLAN



CONTACT

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FOR SALE

1991 RAWHIDE DR
ROUND ROCK, TX 78681

CREATIVE SPACE

SITE PLAN



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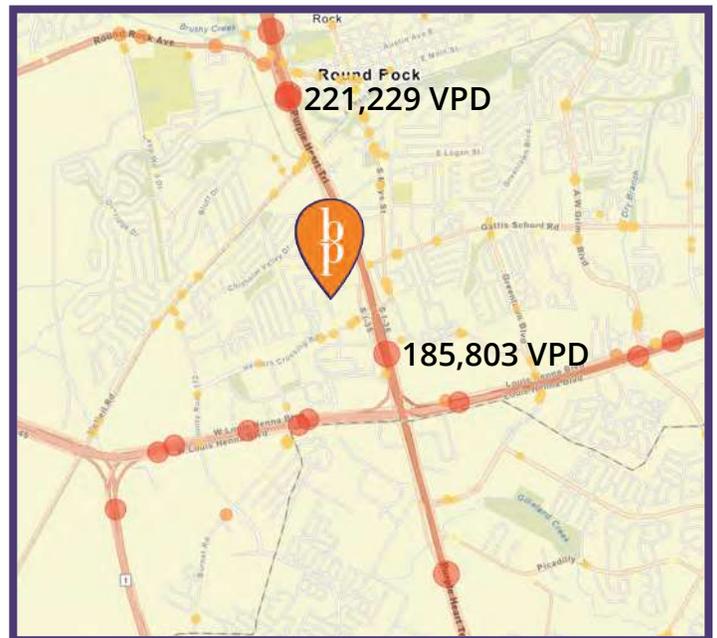
FOR SALE

**1991 RAWHIDE DR
ROUND ROCK, TX 78681**

CREATIVE SPACE



2020 (ERSI)	1 mi	3 mi	5 mi
Population	13,270	89,602	256,756
Pop. Increase	2.03%	2.34%	2.34%
Avg. HH Income	\$70,958	\$88,473	\$104,966



EXPERIENCE ♦ EXPERTISE ♦ RELATIONSHIPS ♦ RESULTS

401 W. Anderson Avenue, Round Rock, TX 78664 | (512) 940-0188 | 512Texas.com

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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):

- Puts 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 counteroffer 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 the 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 great 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.

BRINEGAR PROPERTIES	9002570	BB@512TEXAS.COM	(512) 940-0188
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
BRENTLEY BRINEGAR	589701	BB@512TEXAS.COM	(512) 940-0188
Designated Broker of Firm	License No.	Email	Phone
BRENTLEY BRINEGAR	589701	BB@512TEXAS.COM	(512) 940-0188
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
BRENTLEY BRINEGAR	589701	BB@512TEXAS.COM	(512) 940-0188
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlords Initials

Date



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Amended Engagement Letter with Bourland Law Firm for consultation and representation regarding proposed rule changes by the Comptroller relating to local sales tax.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Steve Sheets, City Attorney

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2021-189

This is an amended engagement letter with Cindy Bourland for representation regarding the proposed rule changes by the Texas Comptroller that would affect the City's sales tax revenues. The previous engagement letter authorized up to \$150,000 in fees and it has become necessary to amend this agreement to add an additional \$150,000 for a total not to exceed of \$300,000.

Cost: Not to exceed \$300,000

Source of Funds: General Fund

RESOLUTION NO. R-2021-189

WHEREAS, the City of Round Rock (“City”) has previously entered into an engagement agreement with the Bourland Law Firm for legal services related to the Texas Comptroller’s proposed amendments to rules regarding sales tax revenues; and

WHEREAS, the Bourland Law Firm has submitted an Amended Engagement Agreement (“Amended Agreement”) to add an additional \$150,000.00 to a total not to exceed \$300,000.00 as set forth in the Amended Agreement; and

WHEREAS, the City Council desires to enter into said Amended Agreement with Bourland Law Firm, 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 Amended Engagement Agreement with Bourland Law Firm, 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

June 23, 2021

VIA ELECTRONIC MAIL

City of Round Rock
c/o Mayor Craig Morgan
221 East Main Street
Round Rock, Texas 78664

Re: Amended Engagement Agreement

Dear Mayor Morgan:

Please allow this letter to serve as an amendment of the prior engagement agreement whereby the City of Round Rock (the "Client" and/or "you") hired my firm for consultation and representation regarding rule changes by the Comptroller relating to local sales tax. The Client will be our only client in this matter and our representation is limited to the matter described in this letter. The following paragraphs outline the terms of our agreement. It is my distinct honor to be able to represent the City and I look forward to continuing to work with the City Council and City Attorney on this case.

This letter will cover our billing practices and the scope of our representation. Our billing practices are slightly different from some law firms and hopefully will be viewed favorably by you. We do not charge for internal office expenses such as copying, long distance phone calls, facsimile charges, staff overtime or other related overhead items. It is necessary, however, for us to pass along charges incurred from outside vendors such as court reporters, process servers, expert witnesses, copy services (for large copying projects), and FedEx/UPS charges, as well as court costs, filing fees, and any travel costs related to this case. Additionally, if this case requires electronic research, you will be charged a fee for that service, which will be based on the duration of usage and discounted from the market rate set by the provider. Please understand that all outside vendor invoices in an amount of \$400.00 or above will be forwarded to the Client, and it is the Client's responsibility to directly and timely pay the vendors. The Client will still be responsible for outside charges that are less than \$400.00, but we will pay those directly and they will be included as a pass-through expense on our monthly firm invoice.

Each month, we will send an invoice that specifically sets forth all work that has been performed and any pass-through expenses that have been incurred for the month. At that time, we encourage you to closely scrutinize the invoice. We are very conscious of attorneys' fees and expenses and will prudently try to ensure that you are billed fairly and responsibly. Should you ever have any questions or comments regarding our bills, we request that you let us know immediately so that we can have an opportunity to discuss your concerns and attempt to resolve them to your satisfaction.

Engagement Agreement

June 23, 2021

Page 2 of 4

I will be the lead attorney working on this matter. However, if it becomes necessary or cost-effective to assign tasks to others to help me, I will do so. The hourly rates for others who may assist with your case are:

Cindy Olson Bourland	\$475.00
Contract Attorneys	\$150.00 – 350.00
Associate Attorneys	\$150.00 – 250.00
Paralegals	\$ 75.00
Law Clerks	\$ 75.00

The hourly fee amount is billed to our clients based on 1/10 of an hour increments. For example, 0.1 hours is equal to 6 minutes, 0.2 hours is equal to 12 minutes, etc.

In the original engagement agreement dated April 10, 2020, legal fees were limited to \$150,000. While fees have not exceeded that cap, we will be getting close to that amount as we enter a new phase of this matter that may include court filings, hearings, discovery, and appeals. Accordingly, it is agreed that a higher limit on fees is warranted, allowing for an additional \$150,000.

Consequently, we agree that my legal fees for this matter will not exceed a total of \$300,000 (including fees incurred to date), unless approved in advance by the City. I will inform you if and when the fees are getting close to that cap. Please understand that, given the scope of this matter and the potential for legal proceedings that may take a substantial amount of time, including the possibility of filings in district court and related appeals, it is certainly possible that legal fees could reach or exceed that cap. It is impossible for me to predict now how long the City might need my representation in this matter and, consequently, I am unable to make an estimate of total legal fees at this juncture. However, I will certainly inform you in advance before fees exceed \$300,000, so that the City can decide how to proceed in such event.

Given the scope of the matter involved in this representation, it also may be necessary to associate with or bring in other various legal and economic specialists. Should that become advantageous or necessary to best serve the City's needs in this matter, I will make such a recommendation and will work with the City Attorney to choose such specialists. The cost or fees of any such associated counsel or expert will be borne by the Client and any such cost or fees will not be counted toward the \$300,000 cap discussed in the paragraph above.

The place of performance of this agreement is Williamson County, Texas. All fees and expenses are payable at the address of the law firm. Further, the Client agrees and acknowledges that the law firm has not made any representation or guarantee as to the outcome of this case, and that the nature of such representation and/or litigation makes it very hard to predict any total amount of legal fees that will be incurred or any particular outcome, given all of the factors and issues involved in this case. This written agreement contains the entire agreement of the parties. There are no terms of our agreement that are not contained in this written agreement.

Please also be advised that the Client may discharge the law firm at any time. If the Client becomes displeased or dissatisfied with the legal services of the law firm, the Client shall give written notice to the law firm. The notice shall be by certified mail, return receipt requested. The Client and the law firm will make all reasonable efforts to resolve any problem that arises. If no resolution is reached, the law firm will withdraw at the Client's written request.

The law firm may also withdraw from further representation for any of the following reasons: the Client fails to pay fees or expenses required under this agreement; the Client fails to cooperate and comply fully with any reasonable request of the law firm; the Client engages in conduct or makes statements that render it unreasonably difficult for the law firm to carry out the purposes of its employment; and/or the Client fails to abide by any of the terms of this agreement. Before the law firm withdraws from its representation of the Client, the law firm shall give ten days' written notice to the Client. The notice shall be by certified mail, return receipt requested. In addition, the Client agrees and acknowledges that the law firm may withdraw if the Client fails either to pay an invoice in full or to replenish a retainer (when applicable) within sixty (60) days.

It is our firm policy to maintain your files for a period of three (3) years after the conclusion of our representation of you. You hereby authorize us to destroy your files three (3) years from the conclusion and/or resolution of your case, unless you instruct us otherwise before the end of said three (3) year period and make arrangements to pick up your case files.

It is my intention to vigorously represent the City in this matter. With that goal in mind, however, I am also very careful to follow the ethical guidelines and the local customs and practices. If a situation ever arises where we feel that the actions being requested by the Client violate any of the local practices and customs or the ethical rules, we will inform you.

To ensure that there is no confusion regarding our fee agreement, please sign this letter in the space provided below indicating your agreement to the terms and conditions of our representation. Should you have any questions or comments regarding this agreement, please contact me before you sign it so that we can discuss them. Also, please do not hesitate to contact me if you need additional information at this time.

Sincerely,

BOURLAND LAW FIRM, P.C.



Cindy Olson Bourland

AGREED:

City of Round Rock

By: _____

(Printed name)

Its: _____



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution approving the City of Round Rock CDBG 2021-2022 Annual Action Plan and authorizing the Mayor to execute all related applications, certifications, and the subsequent Funding/Approval Agreement with HUD.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Exhibit B - SF424, Exhibit B - SF424D, Exhibit B - CERTIFICATIONS

Department: Planning and Development Services Department

Text of Legislative File 2021-176

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

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an annual action plan in order to implement any federal programs that fund housing, community development, and economic development within the community. The City of Round Rock 2021-2022 Annual Action Plan covers the FY 2021 period from October 1, 2021-September 30, 2022. HUD has allocated \$692,991 in CDBG funds to the City of Round Rock for the 2021 program year action plan. In this CDBG 2021 Action Plan we are proposing to fund the following projects:

Public Services: \$103,948

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

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

CASA Abused and Neglected Children \$25,000

Opportunities for Williamson-Burnet Counties Meals on Wheels \$11,114

Sacred Heart Community Clinic Health Services \$17,834

Projects: \$450,445

Code Enforcement \$115,000

Parks & Recreation/Bowman Park: \$294,429.14

Transportation Department/Chisholm Valley Sidewalks Phase II: \$41,015.86 (an additional \$270,984.14 from previous year funds will also be added to this project for a total of \$312,000)

Program Administration: \$138,598

Cost: \$692,991

Source of Funds: CDBG 2021-2022 Grant Funds

RESOLUTION NO. R-2021-176

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has grant funds available to cities through the Community Development Block Grant (“CDBG”) Program, and

WHEREAS, the City of Round Rock (“City”) adopted the 2019-2023 Five Year Consolidated Plan (the “Plan”) by Resolution No. R-2019-0311 on July 25, 2019, which identified how the City would use federal resources to meet priority community needs, and

WHEREAS, the City of Round Rock has prepared the CDBG 2021-2022 Annual Action Plan, in accordance with the Plan and in compliance with HUD regulations, and

WHEREAS, the City Council authorizes the Mayor or the City Manager to execute any relevant application or certifications in reference to the CDBG 2021-2022 Annual Action Plan, and

WHEREAS, the City wishes to adopt said CDBG 2021-2022 Annual Action Plan and make application for the available grant funds for specific projects and activities identified in said Plan, and

WHEREAS, the City Council wishes to authorize the Mayor to execute the subsequent Funding/Approval Agreement that will be submitted to the City by the U.S. Department of Housing and Urban Development (“HUD”) for approval to receive the grant funds, Now Therefore,

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

That the City Council hereby adopts the CDBG 2021-2022 Annual Action Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

That the Mayor or City Manager is hereby authorized and directed to execute on behalf of the City any relevant applications or certifications in reference to the CDBG 2021-2022 Annual Action Plan attached hereto as Exhibit “B” and incorporated herein for all purposes.

That the Mayor is authorized to execute the subsequent Funding/Approval Agreement that will be submitted to the City by HUD for approval to receive the grant funds related to the CDBG 2021-2022 Annual Action Plan, subject to approval of the City Attorney.

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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
ANNUAL ACTION PLAN**

**EXHIBIT
"A"**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Round Rock is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. As a HUD entitlement community, the City is required to prepare an Annual Action Plan in-order to implement any federal programs that fund housing, community development, and economic development within the community. The City of Round Rock CDBG 2021-2022 Annual Action Plan covers the period from October 1, 2021, to September 30, 2022.

This CDBG 2021 Action Plan is the third annual action plan in the City of Round Rock's Five-Year Consolidated Plan (2019-2023). The City of Round Rock has been awarded \$692,991 in CDBG funds and in this program year the city is proposing to allocate \$138,598 (20%) for the administration and oversight of the program and \$103,948 (15%) to the following public services:

- Round Rock Area Serving Center: Food Pantry Program \$25,000
- Round Rock Area Serving Center: Housing Assistance Program \$25,000
- CASA of Williamson County: Child Advocacy Program \$25,000
- Sacred Heart Community Clinic: Expanded Access of Primary Medical Care \$17,834
- Opportunities for Williamson & Burnet Counties: Meals on Wheels \$11,114

In addition to funding program administration and public services, the City is proposing to fund the following projects with \$450,445 of CDBG 2021 grant funds (65%) along with an additional \$270,984.14 of prior year funds:

- City of Round Rock Transportation Chisholm Valley Sidewalks: \$312,000 (\$41,015.86 CDBG 2021 and \$270,984.14 from prior year funds)
- City of Round Rock Parks Bowman Park: \$294,429.14
- City of Round Rock Planning Department/Code Enforcement: \$115,000

The city has identified alternate projects that can be funded and started immediately should one of the projects listed above does not come to fruition, have delays, or if any completed projects have balances.

Alternate projects: Park Improvements at Settlement Park, Minor Home Repair up to \$25,000 a home or any balances from approved projects can be put into another approved project.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The City of Round Rock CDBG 2021 Annual Action Plan provides a framework to address the needs of the city for the next year using the \$692,991 in Community Development Block Grant funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Creating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG program are:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

All projects funded in this action plan will support at least one objective and one outcome. The City's framework for realizing the objectives and outcomes include the following goals:

- Provide Decent, Affordable Housing
- Provide a Suitable Living Environment

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following is project activity summary of the CDBG Program Year 2019 from the most recent CAPER submitted to HUD also projects that have been completed after the last CAPER was submitted that include CDBG Program Year 2019 activities:

- Round Rock Area Serving Center CDBG 2019 Food Pantry Program expended \$25,000 and assisted 804 low-income residents, 78 of which were Female Head of Household
- Round Rock Area Serving Center CDBG 2019 Housing Assistance Program expended \$25,000 and assisted 250 low-income residents, 54 of which were Female Head of Household
- Meals on Wheels CDBG 2019 expended the \$5,000 and assisted 145 Seniors

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

- CASACDBG 2019 Child Advocacy Program expended \$25,000 and assisted 69 children
- Sacred Heart Community Clinic CDBG 2019 expended \$12,500 and assisted 105 low-income residents with health care services
- Code enforcement CDBG 2019 expended \$13,581.19
- Seven (7) low-to moderate income residents received Minor Home Repair Program during the CDBG 2019 program year and expended \$115,687
- Frontier Park was completed in Program Year 2019 and a total of \$29,180.25 in CDBG funds were expended
- Program Administration expended \$126,098.36 in CDBG 2019 funds
- Greenhill Sidewalks were completed in Program Year 2019 and a total of \$50,859.40 were expended during the program year
- Hope Alliance Shelter Playground Project was completed during the CDBG 2019 Program Year and a total of \$32,700 in CDBG funds were expended
- Chisholm Valley Sidewalks were started in CDBG Program Year 2019 and will continue into the CDBG Program Year 2020. A total of \$208,003.95 in CDBG funds were expended in 2019

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Round Rock's goal for citizen participation is to encourage a broad participation of City residents, social service agencies and city departments in the planning and implementation of public hearings.

For the development of the City of Round Rock CDBG 2021-2022 Annual Action Plan, two public hearings were held. The first public hearing was a "Needs Assessment" public hearing that was held on April 22, 2021. The second public hearing was held on July 8, 2021. No comments were received. The notices for these public hearings were advertised in the Round Rock Leader newspaper in English and Spanish as well as posted at the following locations:

- City Hall Bulletin
- City Website and CDBG Webpage
- City Hall Kiosk on First Floor
- Kiosk at the Alan R. Baca Senior Center
- Round Rock Housing Authority
- Round Rock Library

In addition to the public hearing notice, an Executive Summary was made available as well.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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The City of Round Rock always wants to continue to make efforts to broaden public participation during the development of the plan. This year with the mandatory shut-downs of city buildings and neighborhood facilities due to COVID-19, citizen participation was limited. Once offices and facilities opened, citizen participation was encouraged but because of the continued anxiety about COVID-19 many residents continued to stay home and stay safe.

To broaden citizen participation in the future, Round Rock did amend their Citizen Participation Plan to include policies for citizen participation during emergencies and disasters.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Unfortunately, there were no comments received during the development of the program year.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Round Rock accepts and considers any comments that are received.

7. Summary

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	ROUND ROCK	
CDBG Administrator	ROUND ROCK	Elizabeth Alvarado
HOME Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Round Rock Office of Community Development is the lead agency for the preparation of the CDBG 2021-2022 Annual Action Plan and administration of the CDBG Program. Annual funding requests generally open in February with applications due in Mid-March. Funding decisions are made in April or May. This CDBG 2021-2022 program applications for funding were available to fill out and submit online.

Consolidated Plan Public Contact Information

Elizabeth Alvarado, CDBG Coordinator

221 East Main Street

Round Rock, TX 78664

512-341-3328

ealvarado@roundrocktexas.gov

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Round Rock has developed an outreach effort to encourage input from a large cross section of residents and stakeholders. The outreach effort included two public hearings before city council, published and posted meeting notices, social media notifications, emails, and flyers.

In addition to reaching out during the development of the plan, City of Round Rock CDBG staff continues to maintain a strong networking relationship with public and assisted housing providers and private and governmental, health, mental health, and social service agencies throughout the program year.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))

To better enhance coordination and form effective relationships between public and assisted housing providers, private and governmental health, mental health and service agencies, the City of Round Rock actively consults with a variety of non-profits, social service providers, neighborhoods and citizens, and other governmental agencies. CDBG staff attends monthly Williamson County Non-Profit Networking Meetings virtually the first Tuesday of every month. Local non-profits come together to network and to promote meetings, public hearings, and events. A variety of non-profits attend the monthly networking meetings including non-profits that provide housing, mental health, health, transportation, affordable childcare, and other services to low income, disabled and elderly residents of Round Rock.

CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings virtually on ZOOM as well as meets regularly with the RRHA staff to provide technical assistance on the CDBG grant and to work together on the Analysis of Impediments to Fair Housing Regional Working Group goals and action items.

CDBG staff along with other local non-profits and social service agencies have recently formed a Homeless Coalition. This coalition meets regularly to discuss the needs of homeless and those at-risk of becoming homeless. The goals of the group are to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Included among the agencies that meet each month are food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring public housing authorities, local not for profit health clinics, and Texas Homeless Network staff.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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Currently there are no agencies receiving Continuum of Care (COC) grant funding in Round Rock or Williamson County. As per the THN, they have not had participation in the Texas Balance of State COC (TX BOS COC) from homeless service providers in Williamson County for some time.

In an effort address the needs of homeless persons and persons at risk of homelessness, the City of Round Rock funds the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$25,000 of CDBG 2021 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$25,000 of CDBG 2021 funds.
- Round Rock Area Serving Center Rent/Mortgage and Utility Program for those that are at-risk of becoming homeless and that need assistance with subsistence payments during the COVID-19 Pandemic with City of Round Rock CDBG-CV 3 funds in the amount of \$668,787.
- Hope Alliance Domestic Violence Shelter with \$32,700 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in general funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$17,834 in CDBG 2021 funds to assist and provide medical services to low income and those that are homeless or at-risk of becoming homeless.

City of Round Rock CDBG staff networks with the Round Rock ISD Families in Transition Coordinator. The Families in Transition Program assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. The role of the coordinator is to ensure that any student lacking a fixed, adequate, and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas provides job rehabilitation and placement for homeless veterans as well as assistance with rent and job training. Currently due to COVID-19 the Round Rock location is closed but is taking intake applications for services over the phone. The City CDBG staff will continue to network with the Goodwill to stay up to date on services that are being provided to homeless veterans.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health services.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Currently City CDBG staff is not consulting with any Continuum of Care, nor are there any Continuum of Care recipients that serve this jurisdiction. As stated above, the City of Round Rock staff has started networking and forming a relationship with the Texas Homeless Network staff to stay informed of what is happening in the TX BOS COC regarding homelessness as well as encouraging homeless providers in Williamson County to join the effort to end homelessness.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ROUND ROCK HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG Coordinator consulted with Round Rock Housing Authority director on the needs of the public housing residents and how the CDBG could possibly fund the Round Rock Housing Authority to narrow the digital divide and provide PHA residents with wifi. Round Rock Housing Authority director consulted with Sudden Link and AT&T to discuss options.
2	Agency/Group/Organization	ROUND ROCK AREA SERVING CENTER
	Agency/Group/Organization Type	Services - Housing Services - Narrowing the Digital Divide Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consulted with the Round Rock Area Serving Center (RRASC) director on the needs of their clients and notified about availability of CDBG funds for program year 2021. Serving Center provides refurbished laptops to low-income families so children can get their homework done and to narrow the digital divide.

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

3	Agency/Group/Organization	Sacred Heart Community Clinic
	Agency/Group/Organization Type	Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with Sacred Heart Community Clinic (SHCC) staff and provides technical assistance as needed since the SHCC is a CDBG sub-recipient. City staff consulted with clinic director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
4	Agency/Group/Organization	CASA of Williamson County
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with CASA staff and provides technical assistance as needed since CASA is a CDBG funded sub-recipient. City staff consulted with CASA director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
6	Agency/Group/Organization	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with WBCO director and staff and provides technical assistance to WBCO because WBCO Meals on Wheels is a CDBG sub-recipient. City staff consulted with WBCO director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
7	Agency/Group/Organization	Williamson County, Housing and Urban Development
	Agency/Group/Organization Type	Service-Fair Housing Other government – County
	What section of the Plan was addressed by Consultation?	Local Government
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with County CDBG staff and collaborate on the Central Texas Regional AI Working Group. City staff consulted with Wilco CDBG staff and notified about development of the CDBG 2021 action plan.
8	Agency/Group/Organization	Texas Homeless Network
	Agency/Group/Organization Type	Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Texas Homeless Network (THN) staff on homeless issues and is working with THN to form a homeless coalition in Williamson County. City staff consulted with THN staff about sections in the 2021 AAP regarding homeless issues.

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022 ANNUAL ACTION PLAN

9	Agency/Group/Organization	Senior Access
	Agency/Group/Organization Type	Services-Elderly Persons Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with Senior Access director to stay updated on the services that Senior Access is providing for seniors in Round Rock. Senior Access is funded with general funds to provide seniors with door-to-door transportation to appointments and to run errands. City staff consulted with Senior Access director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
10	Agency/Group/Organization	FOUNDATION COMMUNITIES, INC (AUSTIN)
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with Foundation Communities (FC) director to stay informed on the services that they are providing for low income Round Rock residents. FC is funded with general funds to provide free tax preparation to Round Rock residents. City staff consulted with Foundation Communities staff on the needs of their clients and notified about availability of CDBG funds for program year 2021.

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11	Agency/Group/Organization	BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks regularly with Bluebonnet staff to stay updated on what services they are providing to the low-income residents of RR. City staff consulted with director of employment and housing services on the needs of his clients and to notify of CDBG funds available for 2021.
13	Agency/Group/Organization	Texas Baptist Children's Home
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Texas Baptist Children's Home (TBCH) director and staff to stay updated on the services that TBCH provides to low-income residents of RR. TBCH is funded with general funds to pay partial salaries for counselor and educators for the Trust Based Relational Intervention Program. City staff consulted with TBCH director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
14	Agency/Group/Organization	WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Hope Alliance (HA) director and staff to stay updated on the services that HA is providing in RR. Hope Alliance is funded with general funds to provide services of domestic violence and sexual assault. City staff consulted with HA director on the needs of their clients and notified about availability of CDBG funds for program year 2021.
15	Agency/Group/Organization	WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Neighborhood Organization
	What section of the Plan was addressed by Consultation?	County Agency
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Wilco Health and Cities to stay informed on the services that they are providing to low-income residents in Round Rock. Wilco is consulted on the needs of homeless.

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16	Agency/Group/Organization	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Habitat for Humanity director to stay informed on the services that are being provided to the low-income residents of Round Rock. Habitat is consulted on the availability of CDBG 2021 funding and on the development of the action plan.
17	Agency/Group/Organization	City of Round Rock
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Planning organization Grantee Department
	What section of the Plan was addressed by Consultation?	City government departments

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consulted with city departments (transportation, parks, neighborhood services, planning, code enforcement, library) to discuss the needs of low-income residents during the development of the action plan. City departments are often funded with CDBG funds to carry out projects in the low-income neighborhoods. Planning department oversees parks that are primarily in flood prone areas. City library and city buildings, and plazas offer free WI-FI to the public, the library allows residents to "check-out" hot spots just like a book all to help narrow the digital divide. The City has a division of Homeland Security and Emergency Management (HSEM) that serves the community during and after major emergency and disasters as well as provides residents with information for the Emergency Notification System Registration (ENS) and FEMA. Discussions with HSEM staff to see if CDBG could be re-allocated in case of disaster or emergency.
18	Agency/Group/Organization	Williamson County Children’s Advocacy Center
	Agency/Group/Organization Type	Services-Children Services - Victims Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with WilCo Children's Advocacy Center to stay informed on the services they are providing residents of RR. Wilco Children's Advocacy Center is funded with general funds to provide services to abused children in Round Rock. CDBG staff consulted with this agency on the availability of CDBG 2021 funds and the development of the action plan.

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19	Agency/Group/Organization	YMCA
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Profit
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with YMCA staff to keep informed of the services that YMCA is providing to the low-income residents. YMCA is funded with general funds to provide childcare to low-income residents of RR. CDBG staff consulted YMCA on the availability of CDBG 2021 funds and during the development of the action plan.
20	Agency/Group/Organization	AUSTIN TENANTS COUNCIL
	Agency/Group/Organization Type	Services - Housing Services-Persons with HIV/AIDS Service-Fair Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with Austin Tenants Council (ATC) staff to stay updated on the services they are providing Round Rock residents. The ATC also puts on a Fair Housing Workshop for the city of RR in April during Fair Housing Month. ATC is notified of availability of CDBG funds and consulted during the development of the action plan.

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21	Agency/Group/Organization	Goodwill of Central Texas
	Agency/Group/Organization Type	Services-homeless Services-Employment Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs – Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff networks with Goodwill of Round Rock staff to stay informed on the services that they are providing to RR residents. CDBG staff consulted with Goodwill to notify of availability of CDBG funding.
22	Agency/Group/Organization	ARCIL, INC.
	Agency/Group/Organization Type	Services-Persons with Disabilities Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff regularly networks with ARCIL to stay informed on the services they provide for the low-income residents in Round Rock. ARCIL is invited to participate every year in Fair Housing Workshop and to the needs assessment public hearing during the development of the action plan.
23	Agency/Group/Organization	Williamson County Association of Realtors
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	FAIR HOUSING EVENTS
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Williamson County of Realtors Round Rock location is contacted every year in April for Fair Housing Month and asked to participate in Fair Housing Workshop.

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24	Agency/Group/Organization	Round Rock Public Library
	Agency/Group/Organization Type	Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government – Local
	What section of the Plan was addressed by Consultation?	narrowing digital divide
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with the library director on narrowing the digital divide by providing low-income residents and seniors with access and free WI-FI and have the option to check out a mobile "hot-spot" just like they would check out a book. Mobile hot spots provide 24/7 access to the internet with unlimited data thru the T-Mobile or Verizon network. This allows the City to narrow the digital divide. In addition to free WI-FI at the library, free WI-FI is available to all residents at all city buildings and plazas. The library will also loan technology to the residents by allowing them to check out chrome books and laptops. There also 44 public access computers available in the library. The library consulted with T-Mobile and Verizon to be able to get the free hot-spots for the low income community.
25	Agency/Group/Organization	Brushy Creek Regional Utility Authority (BCRUA)
	Agency/Group/Organization Type	Agency - Management of Public Land or Water Resources Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	water resources

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City administration staff consulted with the BCRUA on management of water resources.
26	Agency/Group/Organization	City of Round Rock IT Department
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Internet Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city IT department staff was the lead in consulting with internet providers specifically Verizon to obtain the best options to be able to provide free wifi and hotspots to low-income residents at the library, city plazas, senior center and other city owned buildings.
27	Agency/Group/Organization	Literacy Council of Williamson County
	Agency/Group/Organization Type	Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consulted with Literacy Council on the availability of the CDBG 2021 funds and during the development of the action plan.

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28	Agency/Group/Organization	City of Pflugerville Community Development Department
	Agency/Group/Organization Type	Service-Fair Housing Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	local government
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consulted with the Pflugerville Planning and CDBG staff during the development of the action plan and on the Goals identified in the Joint Analysis of Impediments to Fair Housing Study.
29	Agency/Group/Organization	Texas Department of Housing and Community Affairs
	Agency/Group/Organization Type	Other government - State Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consults with Texas Department of Housing and Community Affairs to see what resources are available to the low-income residents that are in need of housing programs and down-payment assistance programs.
30	Agency/Group/Organization	Round Rock Utilities Department
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Emergency Management Other government – Federal
	What section of the Plan was addressed by Consultation?	Floodplain Administrator

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consults with Floodplain Manager/FEMA during development of action plan regarding projects in the floodplain.
31	Agency/Group/Organization	Council for At-Risk Youth
	Agency/Group/Organization Type	Services-Children Services-Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff consulted with the Director of Council for At-Risk Youth during the development of the action plan and to notify of the availability of the CDBG 2021 funds.

Identify any Agency Types not consulted and provide rationale for not consulting

A wide array of agencies were invited to consult in the development of the Annual Action Plan. No individual agency was intentionally omitted.

The CDBG Staff does not consult with any adjacent units of local or regional government regarding the preparation of a lead-based paint hazards plan nor has the staff consulted with the health department regarding the addresses of housing in which children have been identified as lead poisoned.

Most of the residential housing development occurred after the use of lead-based paint was banned. With the implementation of the Minor Home Repair Program, the procedures manual, addresses compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification

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2. Identification
3. Treatment (if necessary)

The City of Round Rock will not fund the Minor Home Repair Program with 2021 CDBG funds but will continue to implement the program that will be funded with prior year funds. Applicants who are eligible for the Minor Home Repair program are provided LBP information at the time of intake and will be made aware of possible dangers of LBP.

City of Round Rock staff does not consult with low-income persons living in areas designated by the local jurisdiction as a revitalization area or an area considered slum or blight because the city does not have areas designated as slum or blight or revitalization areas.

AFH Specific:

The City of Round Rock does consult with other local governments and regional government agencies regarding metropolitan-wide planning and transportation responsibilities. In order to meet the transportation demands of population, employment and economic growth, the city developed the Transportation Master Plan, which consists of two basic elements, a roadway element and a bicycle/pedestrian element. The Transportation Master Plan encompasses the transportation system within the city limits as well as the extraterritorial jurisdiction (ETJ). The city also coordinates with city regional planning partners. The updated Transportation Master Plan was adopted by City Council on Oct 12, 2017.

CDBG Staff consults with the Round Rock Housing Authority (RRHA) regularly and attends RRHA monthly board meetings virtually. The RRHA and the City of Round Rock both participated in the development of the Central Texas Joint Analysis of Impediments to Fair Housing Study. Together, the RRHA staff and CORR CDBG staff are currently consulting and meeting with the other local units of government and other regional housing authorities on the goals and metrics identified in the Central Texas Regional Analysis of Impediments to Fair Housing Report. This group met quarterly prior to the COVID-19 pandemic and the most recent meetings have been virtual ZOOM meetings.

CDBG staff continues to maintain a relationship and consults with community based and regionally based organizations that represent protected class members such as Meals on Wheels, Drive-a-Senior, CASA, Hope Alliance, ARCIL (Advocacy Resource Center for Independent Living), and the Austin Tenant's Council.

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CDBG staff regularly meets and networks with the Austin Tenant's Council regarding tenant rights and Fair Housing issues. Residents are referred to the Austin Tenant's Council for assistance with filing a fair housing complaint and with assistance with tenant issues. All the sub-recipients that receive CDBG funds are required to have on file a fair housing policy.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	N/A	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

CDBG staff does not network with any corrections programs or institutions other than the Council for At-Risk Youth. CDBG funded the Council for At-Risk youth in program year 2019 to provide counseling to at-risk youth in the ISD from grades 5-12. Other than that agency the CDBG staff does not network with any other corrections programs or institutions but the City of Round Rock HR department does participate in the Jails to Jobs Program. This program is literally transforming lives by breaking the cycle of youth recidivism. The Jails to Jobs Program empowers juvenile offenders to find purpose, personal growth and achievement through an employment-based mentoring and job skills program to reduce recidivism in the justice system. The City of Round Rock guarantees graduates of this program a job.

Currently the CDBG staff does not have a working relationship with business or civic leaders but does work with the Realtor Association of Round Rock every April for Fair Housing Month and to invite them to the Fair Housing Workshop hosted by CDBG staff and the Austin Tenant's Council. Austin Tenant's Council provides Fair Housing Education and Counseling, assists with filing fair housing discrimination complaints as well as tenant/landlord issues and mediation. The CDBG staff has a strong working relationship with Austin Tenant's Council.

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The City of Round Rock does not receive Emergency Solutions Grant (ESG) nor does Williamson County have agencies participating or actively applying for the COC grant. The city has started to work with Texas Homeless Network and non-profit agencies in the Round Rock/Williamson County area to try and start a conversation regarding homeless persons and resources available to address these issues.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal setting

In hopes of promoting citizen participation during the development of the CDBG 2021 Action Plan, public hearing notices in English and Spanish were made available at the following locations and agencies:

- Publication in the Round Rock Leader
- City News section of the city website as well as in the CDBG webpage
- Public hearing notices and executive summary in the kiosk at senior center
- Public Hearing notices posted in the city hall bulletin
- Public hearing notices and Executive Summary posted at Round Rock Housing Authority, Round Rock Area Serving Center, and the Round Rock Public Library

The public participation process was developed to help the City of Round Rock identify priority needs in the community and set goals that will help address affordable housing needs and to better provide social services to the low to moderate income household and persons. Two public hearings were held before city council during the development of the plan. Residents were given at least 14-day notice of a public hearing and at least 30 days for the comment period. Copies of the public notices and proof of publications from the Round Rock Leader are in the attachments.

The projects and activities funded in this action plan all tie back to the high priority needs and goals in the CDBG Five Year Consolidated Plan (2019-2023). During the development of the five-year consolidated plan the City CDBG staff had a goal and plan for citizen participation to ensure a broad participation of residents, housing, economic and social service providers as well as city departments and local housing authority. The City held stakeholder and resident meetings in addition to public hearings. This process helped the City develop the consolidated plan to assist for planning and developing the action plans for the next five years. Should goals or high priority needs change, the city will conduct a substantial amendment to add goals.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	no response	no comments received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	no response	no comments received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	no response	no comments received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	posting at public locations	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	no response	no comments received	N/A	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Round Rock has been awarded \$692,991 in CDBG grant funds for program year 2021-2022. The CDBG 2021 is the third program year in the CDBG Five Year Consolidated Plan. The expected resources are the last of the funds expected for the remainder of the CDBG Five Year Consolidated Plan (2019-2023).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con-Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	692,991	0	0	692,991	1,385,982	This 2021 CDBG program year is the third program year of the 5-year con plan (2019-2023).

Table 5 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

In trying to leverage the CDBG funds, the City has combined the CDBG and General Funds to assist the social services funding process. By combining these two processes, the City can make sure to fund agencies providing high priority needs with General Funds that could not be funded with CDBG funds due to the 15% funding cap. This process will also help prevent duplication of services. The process of funding social services agencies is as follows: A team, consisting of council members, Neighborhood Services staff and CDBG staff, review agency applications as well as conduct a risk analysis using set criteria and performance measures. Funding recommendations are presented to the City Council through the budget process. Awarded agencies are contracted to deliver the specific services to the residents of Round Rock.

There are no federal or local matching requirements for the CDBG grant.

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If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are no projects in this action plan that are on publicly owned land or property located within the jurisdiction and funded with CDBG funds.

Discussion

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services for Low- and Moderate-Income Population	2019	2024	Non-Housing Community Development Public services	Citywide	Non-housing community development	CDBG: \$103,948	Public service activities for Low/Moderate Income Housing Benefit: 1400 Households Assisted
2	Public Facility and Infrastructure Improvements	2019	2024	Non-Housing Community Development	Qualified Census Tracts	Non-housing community development	CDBG: \$335,445	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted
3	Program Administration	2019	2024	Administration	Citywide	Non-housing community development	CDBG: \$138,598	Other: 0 Other
5	Code Enforcement	2019	2023	Non-Housing Community Development	Qualified Census Tracts	Code Enforcement	CDBG: \$115,000	Housing Code Enforcement/Foreclosed Property Care: 200 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

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1	Goal Name	Public Services for Low- and Moderate-Income Population
	Goal Description	Public Services: Round Rock Area Serving Center Housing Assistance \$25,000 proposing to benefit 250, Round Rock Area Serving Center Food Pantry \$25,000 proposing to benefit 850, CASA \$25,000 proposing to benefit 100, Meals on Wheels \$11,114 proposing to benefit 100, Sacred Heart Community Clinic \$17,834 proposing to benefit 100
2	Goal Name	Public Facility and Infrastructure Improvements
	Goal Description	Construction of approximately 6,200 linear feet of 4 ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place. \$312,000 (\$41,015 in CDBG 2021 funds plus \$270,984.14 of prior year funds) Bowman Park: Replacing aging amenities, conversion of trail to concrete, extension of the looping trail, irrigation improvements, and possibly playground improvements if budget permits. \$294,430
3	Goal Name	Program Administration
	Goal Description	Funds will be used for the oversight and administration of the CDBG program. \$138,598
4	Goal Name	Code Enforcement
	Goal Description	Code enforcement will serve low to moderate income areas in the City that are in the qualified census tracts and number to be served is undetermined at this time. Funding code enforcement will not only allow the enforcement of city codes but also allow the code enforcement officers to inform low to moderate income residents of the minor home repair program and other resources that may allow them to keep up maintenance and necessary repairs to their homes that eventually will allow them to stay in their homes longer. \$115,000

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021-2022
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Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Round Rock is receiving \$692,991 in CDBG 2021 Program Year funds. Funds will be used for public services, program administration, code enforcement and public facility and improvements.

Projects

#	Project Name
1	Round Rock Area Serving Center Housing Assistance
2	Program Administration
3	Park Improvements
4	Sidewalk Improvements
5	Code Enforcement
6	Round Rock Area Serving Center Food Pantry
7	Meals on Wheels Public Services
8	Sacred Heart Community Clinic Public Services
9	CASA of Williamson County Public Services

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. Unfortunately, the need for infrastructure far exceeds the amount of CDBG funding available. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City. The Public Services fund cap of 15% is also oversubscribed at far beyond what is available. The City encourages CDBG applicants to seek other resources from other public and private entities to leverage the limited amount of CDBG funds available.

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AP-38 Project Summary
Project Summary Information

1	Project Name	Round Rock Area Serving Center Housing Assistance
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Population
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$25,000
	Description	Public Services Housing Assistance Activity funded with \$25,000 CDBG will be awarded to the Round Rock Area Serving Center.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 low-income households will benefit from this activity.
	Location Description	All public services will be provided to persons residing citywide. Round Rock Area Serving Center is located 1099 East Main Street Round Rock, TX 78664
Planned Activities	Round Rock Area Serving Center Housing Assistance \$25,000 will provide rent/mortgage assistance to low-income residents. Funds will be used to pay rent/mortgage.	
2	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$138,598
	Description	Program Administration \$138,598 will be used for the administration and oversight of the CDBG program.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	Round Rock City Hall 221 East Main Street Round Rock, TX 78664
	Planned Activities	Funds will be used to pay CDBG Coordinator salary, supplies, equipment, travel, mileage, registrations and dues, training, legal fees, legal notices in the newspaper.
3	Project Name	Chisholm Valley Sidewalk Improvements
	Target Area	Qualified Census Tracts
	Goals Supported	Public Facility and Infrastructure Improvements
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$41,015
	Description	Construction of approximately 6,200 linear feet of 4 ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	City of Round Rock estimates that up to 800 primarily low to moderate income residents will benefit from this activity.
	Location Description	This project will be at the following locations in Round Rock: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place
	Planned Activities	Funding will pay for the construction of approximately 6,200 linear feet of 4 ft wide new sidewalks including ramps at the Chisholm Valley Neighborhood at the following streets: Wagon Gap Drive, Dry Creek Drive, Purple Sage Drive, Yucca Drive and Old West Place
4	Project Name	Bowman Park Improvements
	Target Area	Qualified Census Tracts
	Goals Supported	Public Facility and Infrastructure Improvements
	Needs Addressed	Non-housing community development

	Funding	CDBG 2021 \$294,430
	Description	Replacing aging amenities, conversion of trail to concrete, extension of the looping trail, irrigation improvements, and possibly playground improvements if budget permits.
	Target Date	09/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	City of Round Rock estimates that up to 1,844 primarily low to moderate income residents will benefit from this activity.
	Location Description	950 East Bowman Road
	Planned Activities	Replacing aging amenities, conversion of trail to concrete, extension of the looping trail, irrigation improvements, and possibly playground improvements if budget permits.
4	Project Name	Code Enforcement
	Target Area	Qualified Census Tracts
	Goals Supported	Code Enforcement
	Needs Addressed	Code Enforcement
	Funding	CDBG: \$115,000
	Description	Code Enforcement
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Number of families/households that will benefit is unknown. Code enforcement will serve low to moderate income areas in the City that are in the qualified census tracts and number to be served is undetermined at this time. Funding code enforcement will not only allow the enforcement of city codes but also allow the code enforcement officers to inform low to moderate income residents of the minor home repair program and other resources that may allow them to keep up maintenance and necessary repairs to their homes that eventually will allow them to stay in their homes longer.
	Location Description	Qualified Census Tracts that fall within City limits: 205.04 and 207.01 and 206.04, 215.07,215.02, 215.03,205.05,207.04,207.03.

	Planned Activities	Code enforcement for property inspections directly related to the enforcement of state and legal codes in the low to moderate income areas of the city. Funding will pay for 1.5 code enforcement officers.
6	Project Name	Round Rock Area Serving Center Food Pantry
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Population
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$25,000
	Description	Funding the RRASC \$25,000 for the purchase of food to stock their food pantry. Food will be distributed to the low to moderate income residents of Round Rock.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 850 low to moderate income families will benefit from this activity.
	Location Description	The services will be provided at the Round Rock Area Serving Center located at 1099 East Main Street Round Rock, Texas.
	Planned Activities	CDBG funds will be used to fund the RRASC with \$25,000 that they will use to purchase food to stock their food pantry.
7	Project Name	Meals on Wheels Public Services
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Population
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$11,114
	Description	CDBG funds in the amount of \$11,114 will be awarded to the Opportunities for Williamson and Burnet Counties Meals on Wheels Program that will benefit low income congregate and home-bound seniors in Round Rock. Funds will be used to pay for partial salary for a chef that prepares the meals.
	Target Date	9/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 seniors will benefit from this program receiving meals everyday 5 days a week.
	Location Description	Services will be provided citywide to home-bound seniors and at the Alan R. Baca Senior Center located at 301 West Bagdad Avenue #2 in Round Rock.
	Planned Activities	Funding will be used to pay for the partial salary of a chef that will be preparing the daily meals for seniors.
8	Project Name	Sacred Heart Community Clinic Public Services
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Population
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$17,834
	Description	CDBG funding in the amount of \$17,834 will be awarded to the Sacred Heart Community Clinic that will provide health services to the very low-income residents in Round Rock.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 low-income families will benefit from this activity.
	Location Description	Services will be provided at the Sacred Heart Community Clinic that is located at 620 Round Rock West Drive in Round Rock.
	Planned Activities	Funding will pay for the partial salary for a health provider.
9	Project Name	CASA of Williamson County Public Services
	Target Area	Citywide
	Goals Supported	Public Services for Low- and Moderate-Income Population
	Needs Addressed	Non-housing community development
	Funding	CDBG: \$25,000
	Description	CDBG funding in the amount of \$25,000 will be awarded to CASA.
	Target Date	9/30/2022

Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 children will be benefit from this activity.
Location Description	Services will be provided to Round Rock beneficiaries at the CASA offices located at 2100 Scenic Drive #110 in Georgetown, Texas and virtually.
Planned Activities	Funding will be used to pay for the partial salary for the Volunteer Recruiter/Trainer.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following projects will assist with CDBG Funds Citywide:

- **Public Services:** \$103,948 (15%) food pantry, housing assistance, abused and neglected children senior services, health services
- **Program Administration:** \$138,598 (20%)

The remaining 65% will be distributed to the following projects in the qualified census tracts:

- **Public Facility and Improvements:** \$335,445 or 48% of the grant funds will be distributed in a qualified census tracts for Park and Sidewalk Improvements:
 1. Bowman Park Improvements Project is located at 950 East Bowman Road, Census Tract 215.02 with 61.44% low to moderate income households. The neighborhood is predominately Hispanic or Latino and African American. Replacement of the existing facilities will bring this park up to current ADA standards.
 2. Chisholm Valley Neighborhood Sidewalk Improvements Project Phase II is in the Chisholm Valley Subdivision in the 205.04 Census Tract with a 69.50% low to moderate income households. Currently there is no ADA path along these streets and construction of these sidewalks will provide it.
- **Code Enforcement** \$115,000 (17%). Services will be provided in the low to moderate income qualified census tracts in Round Rock (Qualified Census Tracts that fall within City limits: 205.04 and 207.01 and 206.04, 215.07,215.02, 215.03,205.05,207.04,207.03).

Geographic Distribution

Target Area	Percentage of Funds
Qualified Census Tracts	65
Citywide	35

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for allocating investments geographically either citywide or qualified census tracts tie back to the CDBG 2019-2023 Consolidated Plan and the Analysis of Impediments to Fair Housing. Public services and home repair were high priority needs in the consolidated plan as well as facility improvements. Although home repair is not being funded with CDBG 2021-2022 funds, the program will

continue and be funded with prior year funds.

Discussion

The City of Round Rock did not use geographic target areas as a basis for funding allocation priorities. City of Round Rock will focus the majority of location-specific funds (i.e. infrastructure projects) in the defined LMI areas. Public service allocations serve low-to-moderate income populations across the city (but are not placed based allocations).

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Round Rock is not funding the Minor Home Repair Program with CDBG 2021 funds but will continue to implement the program with prior year funds. The city is proposing to make minor home improvements to 8 low-moderate income households during the 2021-2022 program year. The City is also allocating \$25,000 to the Round Rock Area Serving Center to fund the Housing Assistance Program as a public service that will assist a proposed 100 low-income households with rent and mortgage assistance.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	158
Special-Needs	0
Total	158

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	150
The Production of New Units	0
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	158

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Continued funding of the Round Rock Area Serving Center Housing Assistance Program will allow low-income residents to not have to choose between paying rent or mortgage and other necessities such as car payment, prescriptions, food and avoid eviction. Continued implementation of the City of Round Rock Minor Home Repair Program will assist low-income residents, especially the elderly and disabled with repairs that they cannot afford and will keep them living in their homes longer.

AP-60 Public Housing – 91.220(h)

Introduction

The Round Rock Housing Authority was established in 1966, with the first development built in 1972. Today, the Round Rock Housing Authority owns 100 units and administers 94 Section 8 Housing Choice Vouchers. Approximately 200 persons are assisted through these programs. The City of Round Rock will act as a resource for the Round Rock Housing Authority to assist the public housing authority with capacity building as well as programming that is associated with CDBG funds.

The RRHA historically was a five-member board, including a resident board member, that oversees the Round Rock Housing Authority. The board is appointed by the City of Round Rock Mayor. Recently the Mayor appointed two additional board members, making it a total of seven members. The City is invested in ensuring that selections made are in the best interest of the Round Rock Housing Authority. Each board member appointed by the City of Round Rock Mayor possess management qualities that will ensure that best business practices are deployed.

Actions planned during the next year to address the needs to public housing

To address and improve the needs of public housing and resident initiatives, the Round Rock Housing Authority (RRHA) will continue to provide youth services at the Westwood location until the end of 2021. The Boys to Men group, headed by Robert Hall, is a program which focuses on developing strong character skills for young children and youth. It is housed at the Westwood apartments owned by RRHA. Many of the young people who participate in the program do not have strong role models at home or come from blended families and single parent households. The young people in Boys to Men benefit from having someone they can confide in and interact with on a regular basis. Some of the activities include team sports, day trips to parks and lessons on the importance of being good citizens. Boys to Men relies primarily on donations and volunteers.

Another program that the RRHA provides its residents to meet their needs for self-sufficiency is the Family Self Sufficiency Program (FSS). This program provides affordable housing expertise, homeownership grant resources and programming initiatives to promote self-sufficiency for the program participants. The FSS program serves families in the Housing Choice Voucher (HCV) program the Public Housing Programs. Past and present participants have completed the following goals:

- Obtained and maintained employment
- Ability to pursue higher education
- Ability to maintain first time businesses with supportive mentorship and education

The unique value of the FSS Program is that clients can receive supportive case management to reach

their individual goals towards self-sufficiency.

In addition to this, the RRHA continues to partner with several local agencies, faith-based organizations, the City of Round Rock, and the school district to bring resources to the residents of the housing authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Currently there are no public housing homeownership initiatives in place either under the public housing program or the Section 8 program. The City of Round Rock plans to encourage Affordable Housing Roundtables that are conducted by the RRHA and include affordable housing builders, housing counseling nonprofits and banking institutions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Round Rock Housing Authority is not designated as troubled housing authority by the U.S. Department of Housing and Urban Development.

Discussion

The Round Rock Housing Authority receives an annual Capital Fund Grant from the U. S. Department of Housing and Urban Development (HUD). The Round Rock Housing Authority uses these grant funds for the following Administrative and Operations expenses:

- Staff Salaries, Fringe Benefits, Travel and Training
- Office Supplies
- Postage
- Memberships
- Maintenance Expenses
- Utilities & Telephone
- Insurance
- Accounting Fees
- Legal Expenses

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Round Rock and Williamson County are part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC is part of the Texas Homeless Network (THN), a nonprofit membership-based organization helping Texas communities to prevent and end homelessness. THN is a 501(c)(3) organization that is partially funded through Texas Department of Housing and Community Affairs and Texas Department of State Health Services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Currently there are no agencies receiving Continuum of Care (COC) grant funding. The city of Round Rock CDBG staff has reached out to the Texas Homeless Network (THN) to stay informed on the homeless population issues and efforts to end homelessness in Central Texas.

In trying to reduce and end homelessness the City of Round Rock has developed the following one-year goals:

1. City of Round Rock CDBG staff will continue to consult with the Texas Homeless Network/TX BoS CoC to discuss the next steps to actively participate in the effort to end homelessness in Williamson County. Reach out to Williamson County CDBG staff and partner with them in this effort. Reach out to non-profit agencies that provide services to homeless persons in Williamson County and encourage them to participate in coming together to discuss the homeless issues in the area. Set up a meeting that includes the homeless providers in Williamson County and a presentation by the Texas Homeless Network on the steps and process to plan a "Point in Time" count in January 2022, discuss forming a Local Homeless Coalition in Williamson County as well as provide information on the COC grant. This will help the City of Round Rock to reach out to homeless persons especially unsheltered persons and assess their individual needs. Continue networking with the Round Rock ISD homeless liaison. Continue funding the Round Rock Area Serving Center with CDBG 2021 funds to assist with rent/mortgage and food.

Addressing the emergency shelter and transitional housing needs of homeless persons

The following agencies address the emergency shelter and transitional housing by providing temporary shelter, transitional housing and other services and are being funded with 2021 CDBG funds or general

fund dollars: needs of homeless persons

- The Williamson County Crisis Center (Hope Alliance) offers emergency shelter for victims of domestic violence and sexual assault. (\$35,000 from 2021 General Fund Social Services Grant)
- Round Rock Area Serving Center provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance to address/prevent homelessness. (\$50,000 with 2021 CDBG)
- Texas Baptist Children's Home provides a variety of residential and nonresidential services for children and families in need—these include housing for children and single-mother families as well as outreach and prevention services. (\$10,000 2021 General Fund Social Service Grant)

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Round Rock is trying to address the needs of homeless persons and persons at risk of homelessness by funding the following with either CDBG or General Funds:

- Round Rock Area Serving Center Food Pantry that assists those that are homeless and at-risk of becoming homeless with \$25,000 of CDBG 2021 funds.
- Round Rock Area Serving Center Rent/Mortgage Assistance for those that are at-risk of becoming homeless with \$25,000 of CDBG 2021 funds.
- Hope Alliance Domestic Violence Shelter with \$40,000 in General Funds to assist victims of domestic violence that are homeless.
- Texas Baptist Children's Home with \$10,000 in general funds to assist single mothers and their children in transitional housing.
- Sacred Heart Community Clinic with \$17,384 in CDBG 2021 funds to assist and provide medical services to low income and those that are homeless or at-risk of becoming homeless.

City of Round Rock CDBG staff networks with the Round Rock ISD Families in Transition Coordinator. The Families in Transition Program assists homeless families with children, families with children that are living with friends or relatives as well as unaccompanied youth. The role of the coordinator is to ensure that any student lacking a fixed, adequate, and regular nighttime residence is provided with resources. Because there are no homeless shelters in Round Rock or Williamson County (except for the domestic violence shelter) homeless youth and unaccompanied youth are bused to shelters in Austin. According to the RRISD, a third of homeless students are unaccompanied youth.

Goodwill of Round Rock and Central Texas provides job rehabilitation and placement for homeless

veterans as well as assistance with rent and job training. Currently due to COVID-19 the Round Rock location is closed but is taking intake applications for serves over the phone. The City CDBG staff will continue to network with the Goodwill to stay up to date on services that are being provided to homeless veterans.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and transitional housing program and behavior health services to veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In trying to help low-income individuals and families avoid becoming homeless, the City of Round Rock will continue to fund the Round Rock Area Serving Center with CDBG 2021 funds for the following activities:

- Food Pantry Program in the amount of \$25,000 (CDBG 2021)
- Housing Assistance Program (help with rent/mortgage) in the amount of \$25,000 (CDBG 2021)

Funding these two programs will help those at-risk of becoming homeless not have to choose between food/rent and other necessities.

CDBG staff does not network with any other corrections programs or institutions, but the City of Round Rock Human Resources department does participate in the Jails to Jobs Program. This program is literally transforming lives by breaking the cycle of youth recidivism. The Jails to Jobs Program empowers juvenile offenders to find purpose, personal growth and achievement through an employment-based mentoring and job skills program, to reduce recidivism in the justice system. The City of Round Rock guarantees graduates of this program a job.

The CDBG staff maintains a strong relationship with staff at the Bluebonnet Trails & Community Services (BBT) Round Rock location. BBT provides an array of services to the low income and homeless and at-risk homeless that include a supportive housing and a transitional housing program and behavior health

services to veterans and those recently released from mental health facilities.

BBT helps veterans with the tools they need to successfully integrate back into the community and transition from military life to civilian life again.

Discussion

In the next program year, the City of Round Rock will continue to undertake activities that will address the housing and supportive service needs for persons who are not homeless but have other special needs with the following projects:

- Meals on Wheels will continue to be funded with CDBG 2021 grant funds in the amount of \$11,114 so that seniors and homebound seniors will be provided a meal daily.
- Construction of new sidewalks at the Chisholm Valley Subdivision with CDBG 2021 funds (\$312,000) will provide more accessibility and ADA improvements for elderly and disabled residents.
- Round Rock Area Serving Center will be funded with CDBG 2021 funds in the amount of \$25,000 to stock their food pantry and provide food to elderly and disabled.
- Park improvements at Bowman Park (\$23, 445 CDBG 2021 and \$270,984 prior year CDBG funds) will bring this park up to current ADA standards.
- City of Round Rock General fund will fund Senior Access with \$40,000 to provide door to door transportation to seniors and disabled. This ensures that seniors and disabled are picked up at their door and taken to the door of their doctor appointment, grocery store, pharmacy, or senior center safely.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an effort to remove barriers to affordable housing, the Round Rock City Council unanimously approved a resolution of support that gave developers a green light to seek low-income housing tax credits from the Texas Department of Housing and Community Affairs to help finance the project that includes approximately 200 units of income restricted senior housing. Plans for the development call for a mixture of studios and one and two-bedroom units. Building height is anticipated to be three stories.

Council has also approved several Planned Unit Developments that allow for detached single family housing units on condominium lots. By providing this housing alternative to standard single-family home on fee simple lots, developers can offer quality housing units at a lower price points due to reduced infrastructure, and public improvement costs. These types of single-family condominium developments are being recommended for infill or remnant tracts where larger scale residential developments would not be feasible.

In addition, the city has the following actions planned to continue to address the barriers to affordable housing in the next program year:

- City of Round Rock will fund Round Rock Area Serving Center's Housing Assistance Program with program year 2021 CDBG funds, which provides housing and emergency shelter needs, helps elderly maintain independence, and helps families avoid eviction and homelessness.
- The City of Round Rock will continue to implement the minor home rehabilitation for up to 8 homes in Round Rock and fund it with prior year CDBG funds.
- City of Round Rock CDBG Staff will promote and direct residents to TDHCA's down-payment assistance program.
- City of Round Rock CDBG Staff will participate and work with the Central Texas Regional Fair Housing Group to work with foundations and private partners to create the multifamily rehabilitation and accessibility improvement program; and
- City of Round Rock CDBG staff will participate on the affirmative marketing program and guiding principles for developers of rental housing along with the Central Texas Regional Fair Housing

Group.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Consolidated Plan outlines actions planned to address obstacles to meeting underserved needs in Round Rock.

Actions planned to address obstacles to meeting underserved needs

Despite efforts, significant obstacles to meeting underserved needs continue to remain in the community. The following obstacles to meeting these needs in Round Rock are population growth; high cost of housing; cutbacks in state and federal funding for basic needs and the need for transportation to existing services and childcare exceed available resources to meet these needs. To address the population growth and the high cost of housing, the Round Rock Area Serving Center provides rent/mortgage, food pantry and utility assistance. The City funded the RRASC for these programs with CDBG program year 2021 funds totaling \$50,000.00. The City also funded the Sacred Heart Community Clinic with \$17,834 in CDBG funds for program year 2021. Sacred Heart Community Clinic provides dental services, acute care, chronic care and provides medications as well to the very low-income uninsured residents.

The following programs also help address the cutbacks in state and federal funding and the need for childcare and transportation to existing services:

Senior Access provides door to door transportation to seniors to doctors' appointments, pharmacies, grocery stores, to pay bills, and to social service agencies for services. Senior Access is being funded in 2021 with City General Fund Social Services Funds in the amount of \$40,000.

Foundation Community provides free tax preparation to low- to moderate-income families. Foundation Communities Tax Preparation Program is being funded in 2020 with City General Fund Social Service Funds in the amount of \$15,000.

In trying to meet the demand for transportation, the city developed a fix route bus service that was designed and focused on access to employment services to meet the needs of the low-income and minority populations to jobs, education, and employment. This service offers ADA paratransit services as well for anyone with a disability that prevents them from being able to ride any fixed route vehicle, disembark from any fixed route vehicle or travel independently all or some of the time on any fixed route vehicle.

Council has also passed an ordinance that allows Round Rock Transit to sell discount bus passes to nonprofit and government agencies for the purpose of distributing the passes to low-income persons and families that meet the participation requirements.

The City also provides residents with the Guide to Affordable Housing in the Greater Austin Area that is

provided by the Austin Tenant's Council. This guide is a tool for people seeking affordable rental housing in the Austin area that includes Round Rock. The guide contains general information on housing programs funded on the local, county, state, and federal levels, as well as specific information about apartment complexes participating in these programs. It contains lists and explanations of rental housing with rent restrictions, income-based rent, and tenant income limits.

The City's General Fund provides funding of \$40,000 to Hope Alliance, an organization that meets short housing needs for survivors of domestic violence. The City's General Fund also provides \$10,000 in funding for the Texas Baptist Children's Home for an interventional specialist to help residents in a holistic approach.

Actions planned to foster and maintain affordable housing

The City of Round Rock will continue to support the following programs in program year 2021 that support affordable housing. These include:

- The housing assistance program through the Round Rock Area Serving Center to assist residents with rent or mortgage at up to \$250 a household; and
- The minor home repair program for low-income homeowners in Round Rock.

Round Rock Area Serving Center Housing Assistance Program will be funded with CDBG 2021 funds in the amount of \$25,000 and the Minor Home Repair Program will continue to be implemented and will be funded with prior year CDBG funds.

In the 2021 Program Year, the CDBG staff will continue to network and support the Round Rock Housing Authority to ensure they have the resources needed to continue to provide affordable housing to the low-income residents of Round Rock. The mayor will continue to appoint the most qualified candidates to board positions at the Round Rock Housing Authority.

Actions planned to reduce lead-based paint hazards

The majority of residential housing developments in Round Rock occurred after the use of lead-based paint was banned; however, some areas of the community may have some homes with lead-based paint.

With the implementation of the Minor Home Repair Program, a program policy and procedures manual was created and addresses compliance with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedures include:

1. Notification
2. Identification
3. Treatment (if necessary)

The City of Round Rock will continue to implement the Minor Home Repair Program and fund the Minor with prior year CDBG funds. Applicants who are eligible for the Minor Home Repair program are provided LBP information at the time of intake and will be made aware of possible dangers of LBP.

Actions planned to reduce the number of poverty-level families

During the 2021 CDBG program year the City of Round Rock will take the following actions to reduce the number of poverty level families:

- Round Rock Area Serving Center will continue to be funded with CDBG program year 2021 funds to provide rent and mortgage assistance and access to their food pantry. These programs collectively propose to assist 950 households.
- Sacred Heart Community Clinic will be funded with \$17,834 in CDBG 2021 funds to assist poverty level families with health and dental care and medications at no cost to them. This program proposes to assist 100 households.
- The Meals on Wheels of Williamson and Burnet Counties program will be funded with \$11,114 in 2021 CDBG funds to prepare lunch meals for seniors at Baca Center and for homebound seniors.
- The Foundation Communities Free Tax Preparation Program will continue to be funded with 2021 General Fund Social Service Funds in the amount of \$15,000 that will provide poverty level families free tax preparation. This program proposes to assist 1200 households.
- The Literacy Council will continue to be funded in 2021 with City of Round Rock General Fund Social Service Grant funds in the amount of \$10,000 that will provide self-sufficiency education (ESL, Basic Literacy, and GED tutoring). This program proposes to assist 150 individuals.

Actions planned to develop institutional structure

The city relies on a network of public sector, private sector, and nonprofit organizations to implement the Strategic Plan, particularly to address homelessness and special needs. The City Council evaluates their Strategic Plan and Annual Budget from a citywide perspective. During these discussions' resources are provided to fund programs not specifically covered by CDBG but will provide more funds toward homelessness and special needs programs.

The City continues to actively consult with a variety of nonprofits, social service providers, neighborhoods and citizens, and other governmental agencies. CDBG staff attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month virtually. Local nonprofits come together to network and to promote meetings, public hearings, and events. A variety of nonprofits attend the monthly networking meetings including nonprofits that provide housing, mental health, health, transportation, affordable childcare, and other services to low-income,

disabled, and elderly residents of Round Rock.

CDBG staff attends the Round Rock Housing Authority (RRHA) monthly board meetings as well as meets regularly with the RRHA staff.

To address gaps in institutional structure around homelessness, Round Rock CDBG staff has consulted with the Texas Homeless Network/TX BoS CoC and discussed the next steps to actively participate in the effort to end homelessness in Williamson County. In trying to meet these goals, Round Rock CDBG staff has started work on the following:

- Reach out to Williamson County CDBG staff and partner with them in this effort
- Reach out to nonprofit agencies that provide services to homeless persons in Williamson County and encourage them to participate in coming together to discuss the homeless issues in the area.
- Continue meeting with these non-profits in the 2021-2022 program year and include the Texas Homeless Network (THN) which will guide us and help us with the steps and process to plan a "Point-in-Time" count, to discuss process for forming a Local Homeless Coalition in Williamson County, as well as provide information on the COC grant.

Actions planned to enhance coordination between public and private housing and social service agencies

To enhance coordination between public and private housing and social service agencies, the City of Round Rock will continue to fund the Round Rock Area Serving Center/Volunteer Center with \$35,000 in 2021 General Fund Social Service funds that will help pay for the Volunteer Center Coordinator salary. The Volunteer Coordinator not only supplies volunteers and manages volunteers' opportunities but also continues to coordinate and host the Williamson County Monthly Networking Meetings. These meetings are held the first Tuesday of every month. At this monthly networking meeting, nonprofit and social service agencies come together to network, promote events, and listen to guest speakers. Up to 30 public and private housing and social service agencies attend the monthly meetings and have access to the groups list serv and be able to share information on the upcoming events, public hearings, and fundraisers. Collaboration, and coordination between agencies is important to ensure that the needs in the community are being addressed.

As noted above, the City CDBG staff also attend the monthly Williamson County Nonprofit Networking meetings the first Tuesday of every month and attends the Round Rock Housing Authority (RRHA) monthly board meetings virtually as well as meets regularly with the RRHA staff.

Discussion:

The City of Round Rock, Office of Community Development is responsible for the administration of the City's programs funded with CDBG funds. This office has the primary responsibility for managing and

implementing the City's affordable housing and infrastructure program, the Consolidated and Annual Plans and related documents.

The City of Round Rock has developed a monitoring system to ensure that the activities carried out in the Plan are done so in a timely manner in accordance with the federal monitoring requirements of [24 CFR 570.501 (v)] and [24 CFR 85.40] and all other applicable laws, regulations, policies and sound management and accounting practices.

Sub-recipients are monitored to ensure that they have implemented and administered their CDBG funded activities according to applicable federal requirements. Particular attention is paid to compliance with management systems, procurement practices and compliance with civil rights requirements.

When applicable, sub-recipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests. This information is used to determine the number of unduplicated beneficiaries. Monthly reports are submitted by each sub-recipient enabling staff to monitor the progress of each activity, provide technical assistance or consultation when needed and to ensure that all objectives are met.

The City of Round Rock conducts monitoring of sub-recipients every program year during the summer. Particular attention is paid to compliance with eligibility and national objective requirements. The HUD monitoring checklist is used during these on-site monitoring visits. The monitoring visits are conducted by the CDBG Program Coordinator. Technical assistance is provided for sub-recipients at the beginning of the program year and anytime during the program year upon request.

Throughout the year, staff conducts mini desk reviews of all sub-recipients. Sub-recipients are required to submit monthly progress reports and reimbursement requests by the 15th of every month. This process allows the city to monitor the sub-recipient's progress and spending monthly.

The City of Round Rock Office of Community Development maintains an open-door policy for all agencies and frequent unofficial visits are made at participating agencies throughout the year.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

During the City of Round Rock CDBG 2021 Program Year we do not anticipate receiving any program income nor do we currently have any program income that needs to be reprogrammed. City of Round Rock does not have any of the following:

- Proceeds from Section 108 loans
- Grant funds returned to the line of credit
- Income from float-funded activities.

100% of CDBG funds will be used for activities that benefit persons of low and moderate income.

EXHIBIT "B"

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="08/12/2021"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text" value="TX 484674"/>	5b. Federal Award Identifier: <input type="text" value="B-21-MC-48-0514"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="CITY OF ROUND ROCK"/>
--

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="74-6017485"/>	* c. UEI: <input type="text" value="102740792000"/>
--	--

d. Address:

* Street1:	<input type="text" value="221 EAST MAIN STREET"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="ROUND ROCK"/>
County/Parish:	<input type="text" value="WILLIAMSON"/>
* State:	<input type="text" value="TX: Texas"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="78664-5271"/>

e. Organizational Unit:

Department Name: <input type="text" value="PLANNING & DEVELOPMENT SERVICE"/>	Division Name: <input type="text" value="COMMUNITY DEVELOPMENT"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="ELIZABETH"/>
Middle Name: <input type="text" value="G."/>	
* Last Name: <input type="text" value="ALVARADO"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="CDBG COORDINATOR"/>
--

Organizational Affiliation: <input type="text"/>

* Telephone Number: <input type="text" value="512-341-3328"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="EALVARADO@ROUNDROCKTEXAS.GOV"/>
--

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR ENTITLEMENT COMMUNITIES

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 2021-2022 CDBG ANNUAL ACTION PLAN

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="692,991.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="692,991.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021-2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution amending "Appendix A: Fees, Rates, and Charges" to the Code of Ordinances (2018 Edition) regarding mobile food establishment permits.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Planning and Development Services Department

Text of Legislative File 2021-177

In association with the ordinance amendment for Mobile Food Establishments, an annual permit fee would be added for Mobile Food Establishment Parks of \$150. Additionally, the exemption of mobile food establishment permit fee for municipal parks and recreation facilities and home-owners association properties is included in the proposed ordinance amendment.

RESOLUTION NO. R-2021-177

A RESOLUTION AMENDING “APPENDIX A: FEES, RATES AND CHARGES” TO THE CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, RELATED TO MOBILE FOOD ESTABLISHMENT PERMITS

WHEREAS, the City desires to amend certain fees for mobile food establishment permits from “Appendix A: Fees, Rates and Charges”; Now Therefore

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

I.

That “Appendix A: Fees, Rates and Charges” to the Code of Ordinances, City of Round Rock, Texas, related to Zoning and Development Code, Chapter 2, Zoning District and Use Regulations, is hereby amended to read as follows:

CHAPTER 2: ZONING DISTRICT AND USE REGULATIONS		
Article VI. Mixed-Use and PUD Districts:		
2-93(c)(64)	Mobile food establishment annual permit – <u>long-term accessory</u>	\$150.00
2-93(c)(85)	Mobile food establishment – three-day permit <u>mobile food establishment park</u>	\$25 <u>150</u> .00
<u>2-93(c)(6)</u>	<u>Mobile food establishment – short-term accessory</u>	<u>\$25.00</u>

II.

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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Exchange Contract with ICU Medical, Inc. for the acquisition of a 0.558-acre parcel required for construction of University Blvd/Oakmont Drive.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$2,516,330.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2021-175

The City is proposing to exchange +/- .5 acre of property with ICU Medical to facilitate construction of University Blvd/Oakmont road improvements. The City is also paying \$2.516M (with 10% actual cost final contingency adjustment) as reimbursement for construction costs required to reconfigure the ICU warehouse building to adjust the supply entry and docking bays which will not be able to function in their current configuration as a result of the road widening improvements. The construction cost estimate has been reviewed with and approved by the Transportation Department and the City's consulting engineers.

Cost: \$2,516,330.00

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

RESOLUTION NO. R-2021-175

WHEREAS, ICU Medical, Inc. is the owner of a 0.558-acre parcel of land (“Property”); and

WHEREAS, the City of Round Rock (“City”) desires to acquire said Property to facilitate construction of the University Boulevard/Oakmont Drive (Parcel 15) Project; and

WHEREAS, the City desires to exchange certain tracts of land owned by City for certain tracts of land and real estate rights owned by ICU Medical, Inc.; and

WHEREAS, the City and ICU Medical, Inc. intend that the exchange of these properties qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code; and

WHEREAS, the City and ICU Medical, Inc. desire to enter into an Agreement to set forth the terms and conditions regarding the exchange of properties, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Exchange Contract with ICU Medical, Inc., 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE EXCHANGE CONTRACT

State of Texas

§

County of Williamson

§

§

This Real Estate Contract ("Contract") is made by and between ICU MEDICAL, INC., successor-in-interest to ICU Medical Fleet Services, LLC (formerly known as Hospira Fleet Services, LLC) (referred to in this contract as "ICU") and the CITY OF ROUND ROCK, TEXAS, (referred to in this Contract as "City"), upon the terms and condition set forth in this Contract. ICU and the City may be referred to as "Party" or "Parties" as the context may require.

RECITALS

A. ICU is the owner of that certain parcel of land located in the City of Round Rock, Williamson County, Texas as more particularly described on Exhibit "A" attached hereto (the "Current ICU Property").

B. City desires to make certain improvements to the streets and other infrastructure in the vicinity of the Current ICU Property (the "Street Improvements").

C. In order to complete the Street Improvements, City desires to exchange certain tracts of land owned by City for certain tracts of land and real estate rights owned by ICU, each as more particularly described herein.

D. The Parties intend that the exchange of these properties qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code.

E. ICU is willing to participate in such exchange on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for good and valuable consideration, City and ICU hereby agree as follows:

ARTICLE I
EXCHANGE, PURCHASE AND SALE

1.01 Subject to the terms and conditions set forth in this Contract, ICU agrees to sell, transfer and convey to City fee title or easement rights in and to those certain tracts of land situated in Williamson County, Texas, being more particularly described as follows:

Tract 1: Fee simple title in and to all of Lot 3A, Block A, Replat of Lots 1 and 2 Oakmont Centre Section Two, a subdivision of record in Cabinet F, Slide 174, Plat Records of Williamson County, Texas, totaling 0.558 acre (24,295 SF), situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; as more

particularly described in Exhibits “B-C” attached hereto and incorporated herein; and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of ICU in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract collectively as “Tract 1”), together with any improvements, fixtures, and personal property situated on and attached to the portion of the property identified in Exhibits “B-C”, in exchange for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The portion of the Current ICU Property remaining after conveying Tract 1 to City as contemplated hereby is hereinafter referred to as the “Remaining ICU Property.”

ARTICLE II **PURCHASE CONSIDERATION**

Consideration

2.01 In exchange and as consideration for the conveyance of Tract 1 by ICU to City, City sells and agrees to transfer and convey to ICU a tract of land situated in Williamson County, Texas, being more particularly described as follows:

Tract 2: All of that certain 0.552 acre (24,034 SF) tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; as more particularly described in Exhibit “D” attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract as “Tract 2”), together with any improvements, fixtures, and personal property situated on and attached to Tract 2 which are not otherwise removed as required in this Contract, for the consideration and upon and subject to the additional terms, provisions, and conditions set forth herein.

2.01.1 As additional consideration for the conveyance of Tract 1, City shall pay ICU an amount equal to the sum of (i) Two Million Five Hundred Sixteen Thousand Three Hundred Thirty and No/100 Dollars (\$2,516,330.00) (the “Cash Consideration”), (ii) the full and final compensation and other satisfaction of any relocation claim available to ICU, if any, pursuant to the provisions and entitlements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., any related relocation assistance program in place under current federal or State law, or any additional moving expenses or costs that ICU may otherwise be entitled to at law or in equity (the “Relocation Assistance Consideration”) and (iii) to the extent that the actual, documented expenses incurred by ICU for any and all damages to the Remaining ICU Property and the cost to improve the Remaining ICU Property and Tract 2 in the manner contemplated by the improvement plan attached hereto as Exhibit “E” exceed the amount of the Cash Consideration and the Relocation Assistance Consideration, an amount equal to such

excess, but which amount shall not exceed ten percent (10%) of the Cash Consideration without additional approval by City. The Cash Consideration shall be paid by City as outlined in Section 4.05(b) below.

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

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

Preliminary Title Commitment

3.02 Within thirty (30) days after the date of execution of this Contract, the City, at City's sole cost and expense, will obtain from Independence Title (the "Title Company") a preliminary title report (the "Commitment") for the Parties' respective tracts which may upon request be accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting Tract 1 and Tract 2. Each Party will give each other written notice on or before the expiration of thirty (30) days after each Party receives the respective Commitment that the condition of title to Tract 1 or Tract 2, as applicable, as set forth in the respective Commitment is or is not satisfactory. In the event that any Party states that a condition is not satisfactory (the "Objecting Party"), the other Party shall assist the Objecting Party to the extent reasonably possible to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Objecting Party at or prior to Closing. In the event that any unsatisfactory condition is not eliminated or modified to the reasonable satisfaction of the Objecting Party, then the Objecting Party shall have the right to terminate this Contract and neither Party shall have any further rights or liabilities hereunder.

3.03 Intentionally Omitted.

3.04 The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by the Parties prior to or as of the Closing unless waived.

ARTICLE IV
CLOSING

4.01 The closing of the transactions contemplated hereunder (the "Closing") shall be held at the Title Company on or before July 15, 2021, or at such time, date, and place as the Parties may agree upon (which date is herein referred to as the "Closing Date").

ICU's Obligations

4.02 The obligation of ICU to consummate the transactions contemplated hereunder is contingent upon the following:

- (a)** Elimination or modification satisfactory to ICU in its reasonable discretion of all unacceptable matters on Tract 2 identified by ICU pursuant to the procedures set forth in Section **3.02**;
- (b)** City's representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c)** As of the Closing Date, City shall have performed its obligations hereunder in all material respects and all deliveries to be made by City at closing have been tendered.

4.03 At the Closing ICU shall:

(a) Deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in Tract 1, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(i) General real estate taxes for the year of Closing and subsequent years not yet due and payable;

(ii) Any exceptions approved by City pursuant to Article III hereof; and

(iii) Any other exceptions approved by City in writing.

The Special Warranty Deed to City shall be in the form as shown in Exhibit "F" attached hereto.

(b) Deliver to City a Texas Owner's Title Policy at City's sole expense, issued by Title Company, in City's favor in the full amount of the Cash Consideration, or as otherwise agreed upon by the Parties, insuring City's fee simple title and easement interest to Tract 1 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

(c) As an obligation which shall survive the Closing of this transaction, agree to vacate and deliver possession of Tract 1 and allow use of the easements shown on the Oakmont Centre Replat for installation of utility facilities, on or before the earlier of the expiration of six (6) months following the full execution of the Contract or December 31, 2021, subject only to extensions granted by City in writing. By

execution of this Contract, prior to delivery of possession of Tract 1 as set out herein, ICU shall have the temporary right to possess Tract 1 for completion of the building improvements as described in Exhibit "E" attached hereto.

City's Obligations

4.04 The obligation of City to consummate the transactions contemplated hereunder is contingent upon the following:

- (a) Elimination or modification satisfactory to City in its reasonable discretion of all unacceptable matters on Tract 1 identified by City pursuant to the procedures set forth in Section **3.02**;
- (b) ICU representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c) As of the Closing Date, ICU shall have performed its obligations hereunder in all material respects and all deliveries to be made by ICU at closing have been tendered.

4.05 At the Closing, City shall:

- (a) Deliver to ICU a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in Tract 2, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (i) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (ii) Any exceptions approved by ICU pursuant to Article III hereof; and
 - (iii) Any other exceptions approved by ICU in writing.

The Special Warranty Deed to ICU shall be in the form as shown in Exhibit "G" attached hereto.

- (b) Pay ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FIVE and No/100 Dollars (\$1,258,165.00), equal to one-half of the Cash Consideration identified in Section 2.01.1(i) above ("Initial Payment").

As an obligation which shall survive the Closing of this transaction, City shall deliver to ICU at the address next to its signature below or as otherwise designated by ICU in writing, the remaining ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FIVE and No/100 Dollars (\$1,258,165), equal to one-half of the Cash Consideration identified in Section

2.01.1(i), plus any additional documented amount determined to be required under Section 2.01.1(iii) above, within thirty (30) days following issuance of any City acceptance or Certificate of Occupancy for completion of the improvements contemplated as described in Exhibit "E", or as otherwise modified by subsequent agreement between the parties in writing ("Final Payment").

(c) Deliver to ICU a Texas Owner's Title Policy at City's sole expense, issued by Title Company, in ICU's favor in the full amount as agreed upon by the Parties, insuring ICU's fee simple title to Tract 2 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

(d) Deliver to ICU possession of Tract 2.

Prorations

4.06 General real estate taxes for the then current year relating to Tract 1 and Tract 2 shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

4.07 All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy for Tract 1 paid by City;
Owner's Title Policy for Tract 2 paid by City;
Survey fees for Tract 2 and the Remaining ICU Property paid by City;
Filing fees for deed for Tract 1 paid by City;
Filing fees for deed for Tract 2 paid by City;
Attorney's fees paid by each Party incurring them respectively.

ARTICLE V **REPRESENTATIONS**

5.01 ICU represents and warrants to City to the best of its knowledge, as of the Closing Date, as follows:

(a) There are no parties in possession of any portion of Tract 1 as lessees, tenants at sufferance, or trespassers;

(b) ICU has complied in all material respects with all applicable laws, ordinances, regulations, and restrictions relating to Tract 1, or any part of it;

(c) To the best of its knowledge, ICU is not aware of any material physical defects to Tract 1;

(d) To the best of its knowledge, ICU is not aware of any environmental hazards or conditions that affect Tract 1;

(e) To the best of its knowledge, ICU is not aware that Tract 1 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) To the best of its knowledge, ICU is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 1.

5.02 City represents and warrants to ICU to the best of its knowledge, as of the closing date, as follows:

(a) There are no parties in possession of any portion of Tract 2 as lessees, tenants at sufferance, or trespassers;

(b) City has complied with all applicable laws, ordinances, regulations, and restrictions relating to Tract 2, or any part of it;

(c) City is not aware of any material physical defects to Tract 2;

(d) City is not aware of any environmental hazards or conditions that affect Tract 2;

(e) City is not aware that Tract 2 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) City is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 2.

ARTICLE VI **BREACH**

6.01 In the event ICU shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale and conveyance of Tract 1 and Tract 1.1 for any reason, except City's default, City may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$5,000 as liquidated damages from ICU.

6.02 In the event City shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale and conveyance of Tract 2 for any reason, except ICU's default, ICU may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$5,000 as liquidated damages from City; or (3) seek any other available remedy at law or in equity.

ARTICLE VII
MISCELLANEOUS

Assignment of Contract

7.01 Neither Party may assign any interest in this Contract without consent or approval of the other Party, which may not be unreasonably withheld.

Survival of Covenants

7.02 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the Closing and shall not be merged therein.

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

7.06 This Contract is intended to qualify as an agreement for the exchange of properties that qualifies under Section 1031 of the Internal Revenue Code. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Time of Essence

7.08 Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

7.10 Upon request of either Party, the Parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

7.11 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, the Parties are hereby advised that it should be furnished with or obtain a policy of title insurance or the Parties should have the abstract covering Tract 1 and Tract 2 examined by an attorney of the Parties' own selection.

Effective Date

7.12 This Contract shall be effective as of the date it is approved by the City of Round Rock City Council, which date is indicated beneath the City's signature below.

Counterparts

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

List of Exhibits to Real Estate Exchange Contract:

Exhibit A—Current ICU Property and parcel exchange layout

Exhibit B—0.137 ac. field notes for r.o.w. to City

Exhibit C—0.421 ac. field notes for r.o.w. to City

Exhibit D—0.552 ac. field notes for tract to ICU

Exhibit E—Building Improvements

Exhibit F—Form of Special Warranty Deed to City

Exhibit G—Form of Special Warranty Deed to ICU

[Signature pages follow.]

ICU:

ICU MEDICAL, INC.

By: Brian M. Bonnell
Brian Bonnell, CFO & Treasurer

Address: 951 Calle Amanecer
San Clemente, CA 92673

Date: 6/22/21

CITY:

CITY OF ROUND ROCK,
A TEXAS HOME-RULE MUNICIPAL CORPORATION

By: _____
Craig Morgan, Mayor

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

Date: _____

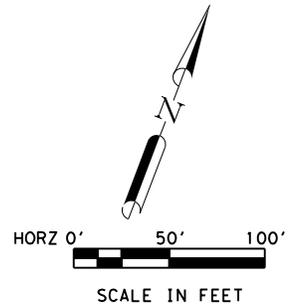
Attest:

For City, Approved as to Form:

Sara White, City Clerk

Stephan L. Sheets, City Attorney

EXHIBIT "A"



LEGEND

- PROPOSED ROW
- PROPOSED EASEMENT
- INTERIM ROW
- EXISTING ROW
- EXISTING EASEMENT
- LOT LINES

UNIVERSITY BLVD

OAKMONT DR

0.137 AC. TO CORR

PROP 5' PUE
BY PLAT

PROP 15' PUE
BY PLAT

0.421 AC. TO CORR

PROP 10' PUE
BY PLAT

15

LOT 1
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT ICU PROPERTY

EX 15' PUE

0.552 AC. TO ICU

23

LOT 2
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT CITY PROPERTY

PROP 10' PUE
BY PLAT

RETAINED CORR PROPERTY
FOR OAKMONT CONSTRUCTION

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 5/25/2021



CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES



TBPE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 5/25/2021

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

UNIVERSITY BLVD ICU LAND SWAP

SCALE: 1" = 100'

SHEET 1 OF 1

EXHIBIT “B”

Variable Width Right-Of-Way Acquisition

METES AND BOUNDS DESCRIPTION
OF A
0.137 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.137 ACRE (5,977 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.137 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.137 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK A AS DESCRIBED IN A SPECIAL WARRANTY DEED TO HOSPIRA FLEET SERVICES, LLC., AND RECORDED IN DOCUMENT NO. 2017013719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.137 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the easternmost northeast corner of said Lot 1 and the herein described tract, at the intersection of the southerly right-of-way line (R.O.W.) of University Boulevard (variable width R.O.W.) and the westerly R.O.W. line of Oakmont Drive (60 foot wide R.O.W.);

THENCE South 20° 56' 54" East, with the common westerly R.O.W. line of said Oakmont Drive and the easterly line of said Lot 1, a distance of 16.68 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found for the southeast corner of said Lot 1, Block A, same being the northeast corner of Lot 2 of said Block A, and being on the westerly R.O.W. of said Oakmont Drive bears South 20° 56' 54" East, at a distance of 448.40 feet;

THENCE departing said westerly R.O.W. line of said Oakmont Drive, and traveling across the interior of said Lot 1, the following three calls:

- 1) North 65° 41' 55" West, a distance of 28.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;
- 2) South 69° 18' 05" West, a distance of 229.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;
- 3) South 24° 11' 47" West, a distance of 28.21 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the southwest corner of the herein described tract, said point being on the westerly line of said Lot 1, from which a 1/2-inch iron rod found marking the common southwest corner of said Lot 1 and the northwest corner of said Lot 2 bears South 20° 56' 03" East, at a distance of 449.91 feet;

Exhibit “B” continued
Description of a 0.137 acre tract

THENCE North 20° 56’ 03” West, with the westerly line of said Lot 1, and partway with the southerly R.O.W. line of said University Boulevard, a distance of 40.97 feet to a calculated point for the northwest corner of said Lot 1 and the herein described tract;

THENCE North 69° 14’ 23” East, with the common southerly R.O.W. line of said University Boulevard and the northerly line of said Lot 1, a distance of 245.08 feet to a 1/2-inch iron rod found for the northernmost northeast corner of said Lot 1 and the herein described tract, said point also marking the beginning of a curve to the right and being a curving corner clip at the intersection of the southerly R.O.W. line of said University Boulevard and the westerly R.O.W. line of said Oakmont Drive;

THENCE In a Southeasterly direction, 39.18 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 89° 47’ 11”, and a chord bearing and distance of South 65° 49’ 34” East – 35.29 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.137 acre (5,977 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2016 and revised in 2020.

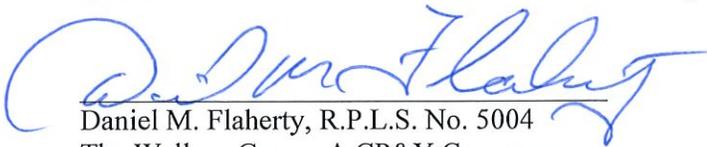
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

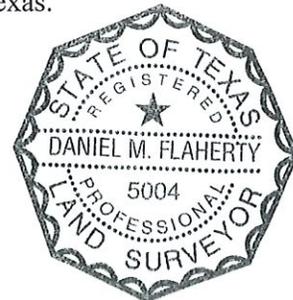
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4826 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



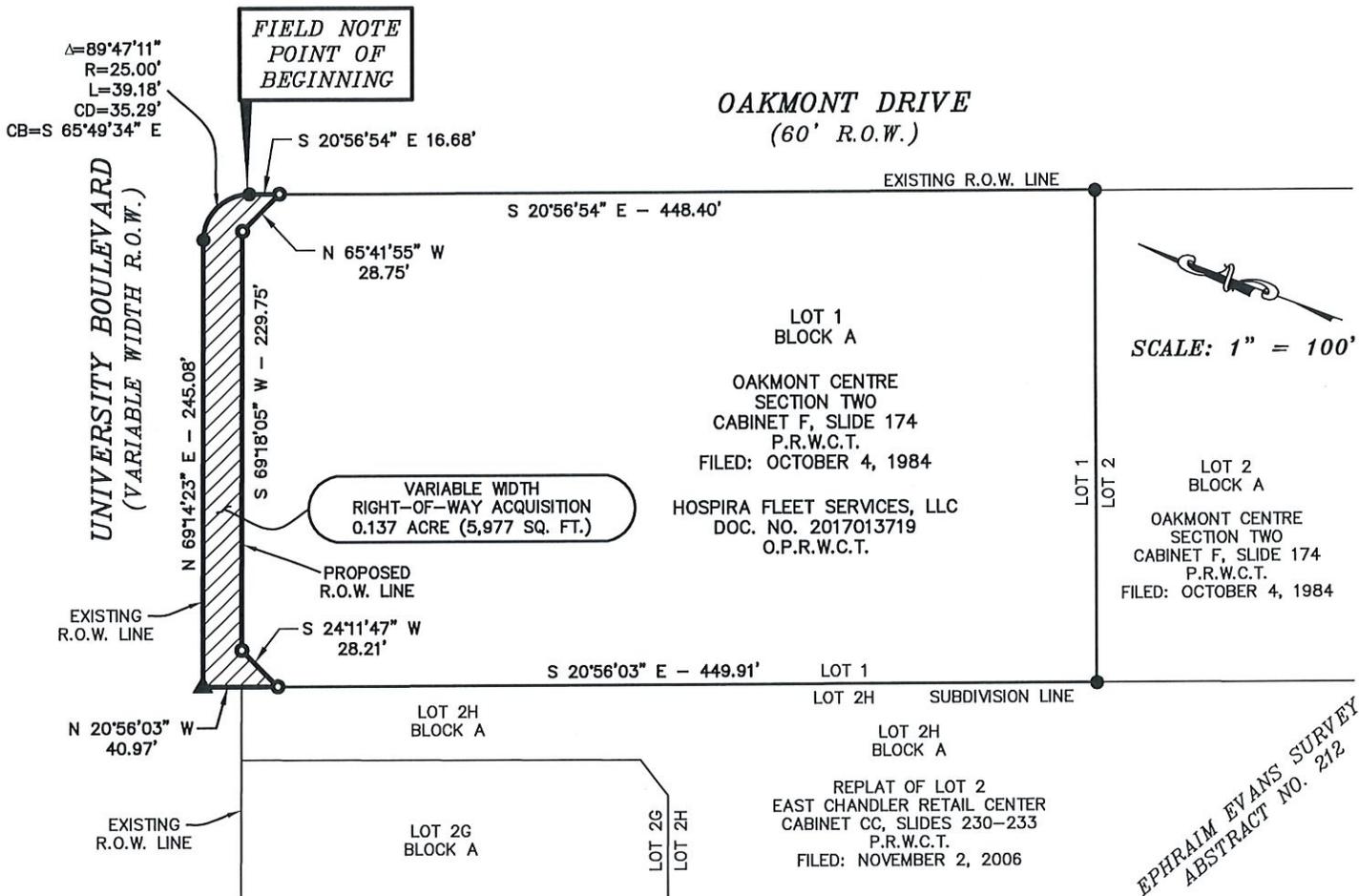
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4826
22824-FN28.doc



09-02-2020
Date

EXHIBIT " B "

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.137 ACRE (5,977 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

EPHRAIM EVANS SURVEY
ABSTRACT NO. 212



THE WALLACE GROUP
 engineers architects surveyors
 A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK
 1 Chisholm Trail, Suite 130, Round Rock, Texas 78681, (512) 248-0065 TBPE F-54

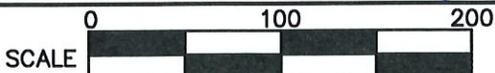


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 2ND DAY OF SEPTEMBER, 2020.

SURVEYED: NOVEMBER 8, 2016

Daniel M. Flaherty
 DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3



PLAT NO. A-4826 DRAFT DATE 09-02-2020 DRAWN BY RDB
 WORK ORDER NO. 22824 FIELDBOOK/PG. 256/17 TAB # A-4826
 DIGITAL FILE 22824R-PARCELS F/N # 22824-FN28

© 2020 ALL RIGHTS RESERVED

EXHIBIT “C”

Variable Width Right-Of-Way Acquisition

METES AND BOUNDS DESCRIPTION
OF A
0.421 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.421 ACRE (18,318 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.421 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.421 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK A AS DESCRIBED IN A SPECIAL WARRANTY DEED TO HOSPIRA FLEET SERVICES, LLC., AND RECORDED IN DOCUMENT NO. 2017013719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.421 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the common southeast corner of said Lot 1, Block A, same being the northeast corner of Lot 2 of said Block A, and being on the westerly right-of-way line (R.O.W.) of Oakmont Drive (60 foot wide R.O.W.), for the southeast corner of the herein described tract;

THENCE South 69° 03' 17" West, departing said westerly R.O.W. line of said Oakmont Drive, with the common southerly line of said Lot 1 and the northerly line of said Lot 2, a distance of 16.65 feet to a 1/2-inch iron rod with yellow plastic cap stamped "JPH LAND SURVEYING" found for the southwest corner of the herein described tract, and being the beginning of a non-tangent curve to the left, from which a 1/2-inch iron rod found for the common southwest corner of said Lot 1, Block A, same being the northwest corner of said Lot 2 of said Block A, bears South 69° 03' 17" West, at a distance of 253.44 feet;

THENCE traveling across the interior of said Lot 1, the following seven calls:

- 1) In a Northwesterly direction, 111.59 feet along the arc of said curve to the left, having a radius of 684.50 feet, a central angle of 09° 20' 25", and a chord bearing and distance of North 28° 00' 03" West – 111.46 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for a point of reverse curvature of the herein described tract;
- 2) In a Northwesterly direction, 153.81 feet along the arc of a curve to the right, having a radius of 751.00 feet, a central angle of 11° 44' 03", and a chord bearing and distance of North 26° 48' 13" West – 153.54 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for a point of tangency of the herein described tract;
- 3) North 20° 56' 12" West, a distance of 156.84 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found at the beginning of a curve to the right and for a corner of the herein described tract;

- 4) In a Northerly direction, 18.74 feet along the arc of said curve to the right, having a radius of 561.00 feet, a central angle of 01° 54' 50", and a chord bearing and distance of North 19° 58' 47" West - 18.74 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for an angle point of the herein described tract;
- 5) North 64° 08' 41" West, a distance of 41.32 feet to a 1/2-inch iron rod with yellow plastic cap stamped "JPH LAND SURVEYING" found for the northwest corner of the herein described tract;
- 6) North 69° 18' 05" East, a distance of 53.70 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found for an angle point of the herein described tract;
- 7) South 65° 41' 55" East, a distance of 28.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found on the common easterly line of said Lot 1 and the westerly R.O.W. line of said Oakmont Drive for the easternmost northeast corner of the herein described tract, from which a 1/2-inch iron rod found for the easternmost northeast corner of said Lot 1 at the intersection of the southerly R.O.W. line of University Boulevard (variable width R.O.W.) and the westerly R.O.W. line of said Oakmont Drive bears, North 20° 56' 54" West, a distance of 16.68 feet;

THENCE South 20° 56' 54" East, with the common easterly line of said Lot 1 and the westerly R.O.W. of said Oakmont Drive, a distance of 448.40 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.421 acre (18,318 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2020.

Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-5007 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

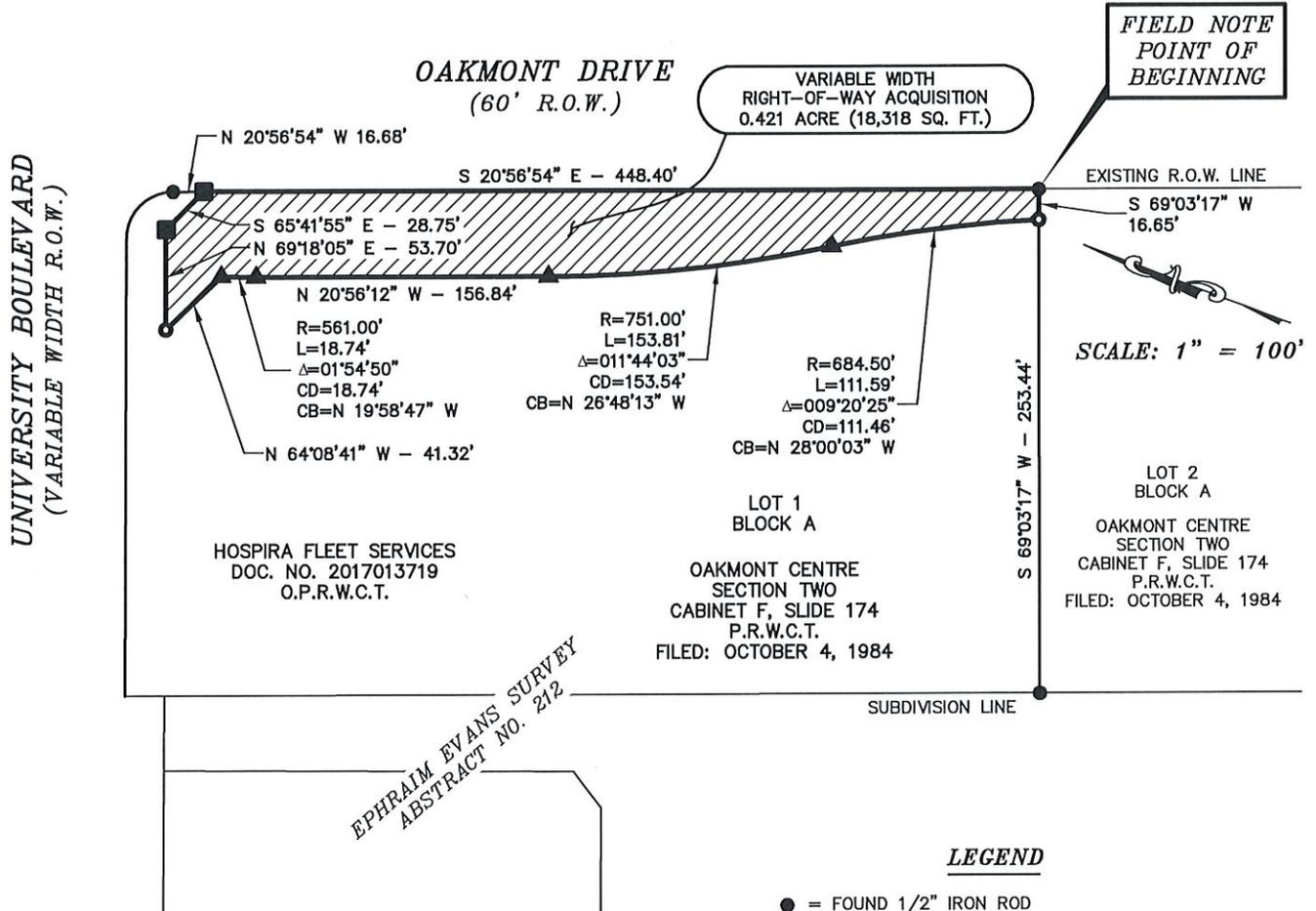
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Daniel M. Flaherty, R.P.L.S. No. 5004
 The Wallace Group, A CP&Y Company
 One Chisholm Trail, Suite 130
 Round Rock, Texas 78681
 Ph. (512) 248-0065
 TBPLS Firm No. 10051701
 See attached Plat No. A-5007
 22824-FN31.doc



09-01-2020
 Date

EXHIBIT " C "
 (VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
 DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
 OF A 0.421 ACRE (18,318 SQ. FT.) TRACT OF LAND
 IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

LEGEND

- = FOUND 1/2" IRON ROD
 - = FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JPH LAND SURVEYING"
 - ▲ = FOUND PK NAIL & WASHER STAMPED "JPH LAND SURVEYING"
 - = FOUND 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
 O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
 O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



THE WALLACE GROUP
 engineers architects surveyors
 A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
 1 Chisholm Trail, Suite 130, Round Rock, Texas 78681, (512) 248-0065 TBPE F-54

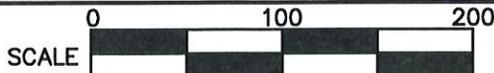
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 1ST DAY OF SEPTEMBER, 2020.



SURVEYED: AUGUST 19, 2020

Daniel M. Flaherty
 DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3



PLAT NO. A-5007 DRAFT DATE 09-01-20 DRAWN BY RDB

WORK ORDER NO. 22824 FIELDBOOK/PG. 256/17 TAB # A-5007

DIGITAL FILE 22824R-PARCELS F/N # 22824-FN31

© 2020 ALL RIGHTS RESERVED

EXHIBIT “D”

METES AND BOUNDS DESCRIPTION
OF A
0.552 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.552 ACRE (24,034 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.552 ACRE TRACT BEING A PORTION OF LOT 2, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.552 ACRE TRACT ALSO BEING A PORTION OF LOT 2, BLOCK A, AS DESCRIBED IN A DEED TO THE CITY OF ROUND ROCK, AND RECORDED IN DOCUMENT NO. 2016088952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the common northeast corner of said Lot 2, Block A and the southeast corner of Lot 1 of said Block A, being on the westerly right-of-way line (R.O.W.) of Oakmont Drive (60 foot wide R.O.W.);

THENCE (L-1) South 69° 03' 17" West, departing said westerly R.O.W. line of said Oakmont Drive, with the common northerly line of said Lot 2, Block A and the southerly line of said Lot 1, Block A, a distance of 16.65 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found being the beginning of a non-tangent curve to the right, the **POINT OF BEGINNING** and the northeast corner of the herein described tract;

THENCE traveling across the interior of said Lot 2, Block A, the following five calls:

- 1) (C-1) In a Southeasterly direction, 28.60 feet along the arc of said curve to the right, having a radius of 684.50 feet, a central angle of 02° 23' 39", and a chord bearing and distance of South 22° 08' 01" East – 28.60 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for a point of tangency of the herein described tract;
- 2) (L-2) South 20° 56' 12" East, a distance of 47.61 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 3) (L-3) South 24° 03' 48" West, a distance of 28.28 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 4) South 69° 03' 48" West, a distance of 214.31 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 5) (L-4) North 65° 55' 21" West, a distance of 27.91 feet to a 1/2-inch iron rod with a yellow plastic cap stamped “JPH LAND SURVEYING” found on the common westerly line of said Lot 2, Block A and

Exhibit “D”
Description of a 0.552 acre tract

the easterly line of Lot 2H, Block A of the Replat of Lot 2 of East Chandler Retail Center, filed on November 2, 2006, and recorded in Cabinet CC, Slide 230-233 of the P.R.W.C.T., for the most westerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found for the common southwest corner of said Lot 2, Block A and the northwest corner of Lot 1, Block B of Oakmont Centre, Section Five, filed on September 7, 1984 and recorded in Cabinet F, Slide 139-142 of the P.R.W.C.T. bears, South 20° 56' 03” East, at a distance of 97.36 feet;

THENCE North 20° 56' 03” West, with the common westerly line of said Lot 2, Block A and the easterly line of said Lot 2H, Block A, a distance of 76.42 feet to a 1/2-inch iron rod found for the common northwest corner of said Lot 2, Block A and the southwest corner of said Lot 1, Block A, for the northwest corner of the herein described tract;

THENCE North 69° 03' 17” East, with the common northerly line of said Lot 2, Block A and the southerly line of said Lot 1, Block A, a distance of 253.44 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.552 acre (24,034 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2020.

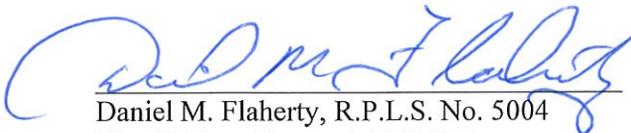
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-5008 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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



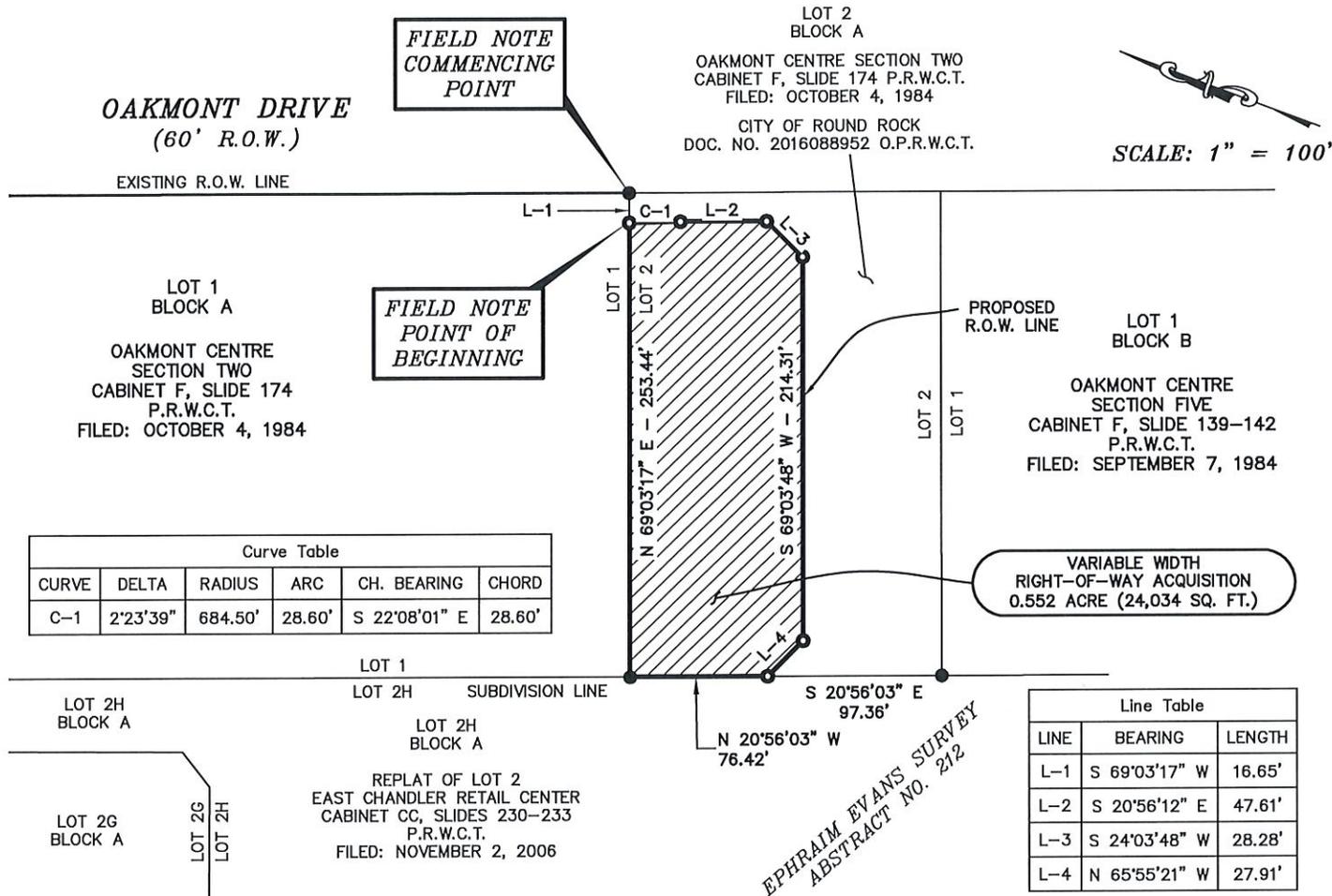
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-5008
22824-FN32.doc



09-01-2020
Date

EXHIBIT " D "

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.552 ACRE (24,034 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



Curve Table					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C-1	2°23'39"	684.50'	28.60'	S 22°08'01" E	28.60'

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
0.552 ACRE (24,034 SQ. FT.)

Line Table		
LINE	BEARING	LENGTH
L-1	S 69°03'17" W	16.65'
L-2	S 20°56'12" E	47.61'
L-3	S 24°03'48" W	28.28'
L-4	N 65°55'21" W	27.91'

GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

- LEGEND**
- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - = FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JPH LAND SURVEYING"
 - ▲ = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681, (512) 248-0065 TBPE F-54

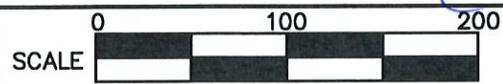


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 1ST DAY OF SEPTEMBER, 2020.

SURVEYED: AUGUST 19, 2020

Daniel M. Flaherty
DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3



PLAT NO. A-5008 DRAFT DATE 09-01-2020 DRAWN BY RDB
WORK ORDER NO. 22824 FIELDBOOK/PG. 256/17 TAB # A-5008
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN32

© 2020 ALL RIGHTS RESERVED

G:\PROJECTS\22824R-3D\DWG\SURVEY\22824R-PARCELS.dwg 9/01/2020 - 6:24pm

EXHIBIT "F"

Parcel 15

SPECIAL WARRANTY DEED

University Boulevard/Oakmont Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ICU MEDICAL, INC., successor-in-interest to ICU Medical Fleet Services, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of Lot 3A, Block A, Replat of Lots 1 and 2 Oakmont Centre Section Two, a subdivision of record in Cabinet F, Slide 174, Plat Records of Williamson County, Texas, and recorded as Document No. 2021065803, Official Records of Williamson County, Texas, and being 0.558 acre (24,295 SF) situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; and as more particularly described by metes and bounds in Exhibits "A-B" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A-B" to wit: On-Premise "ICU" Advertising Sign

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of University Blvd., but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise; subject, however, to the reservations from and exceptions to conveyance and warranty set forth above.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

ICU MEDICAL, INC.,
successor-in-interest to ICU Medical Fleet Services, LLC

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "G"

University Blvd.—Datamax remainder

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.552 acre (24,034 square foot) tract in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the reservations from and exceptions to conveyance and warranty set forth above.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

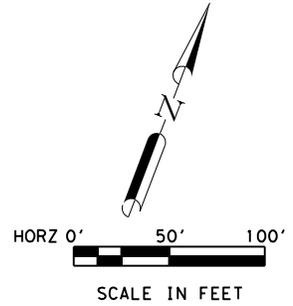
GRANTEE'S MAILING ADDRESS:

ICU Medical Fleet Services, LLC
951 Calle Amanecer
San Clemente, California 92673

AFTER RECORDING RETURN TO:

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 5/25/2021



LEGEND

- PROPOSED ROW
- PROPOSED EASEMENT
- INTERIM ROW
- EXISTING ROW
- EXISTING EASEMENT
- LOT LINES

UNIVERSITY BLVD

OAKMONT DR

0.137 AC. TO CORR

PROP 5' PUE BY PLAT

PROP 15' PUE BY PLAT

0.421 AC. TO CORR

PROP 10' PUE BY PLAT

15

LOT 1
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT ICU PROPERTY

EX 15' PUE

0.552 AC. TO ICU

23

LOT 2
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT CITY PROPERTY

PROP 10' PUE BY PLAT

RETAINED CORR PROPERTY FOR OAKMONT CONSTRUCTION



CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES

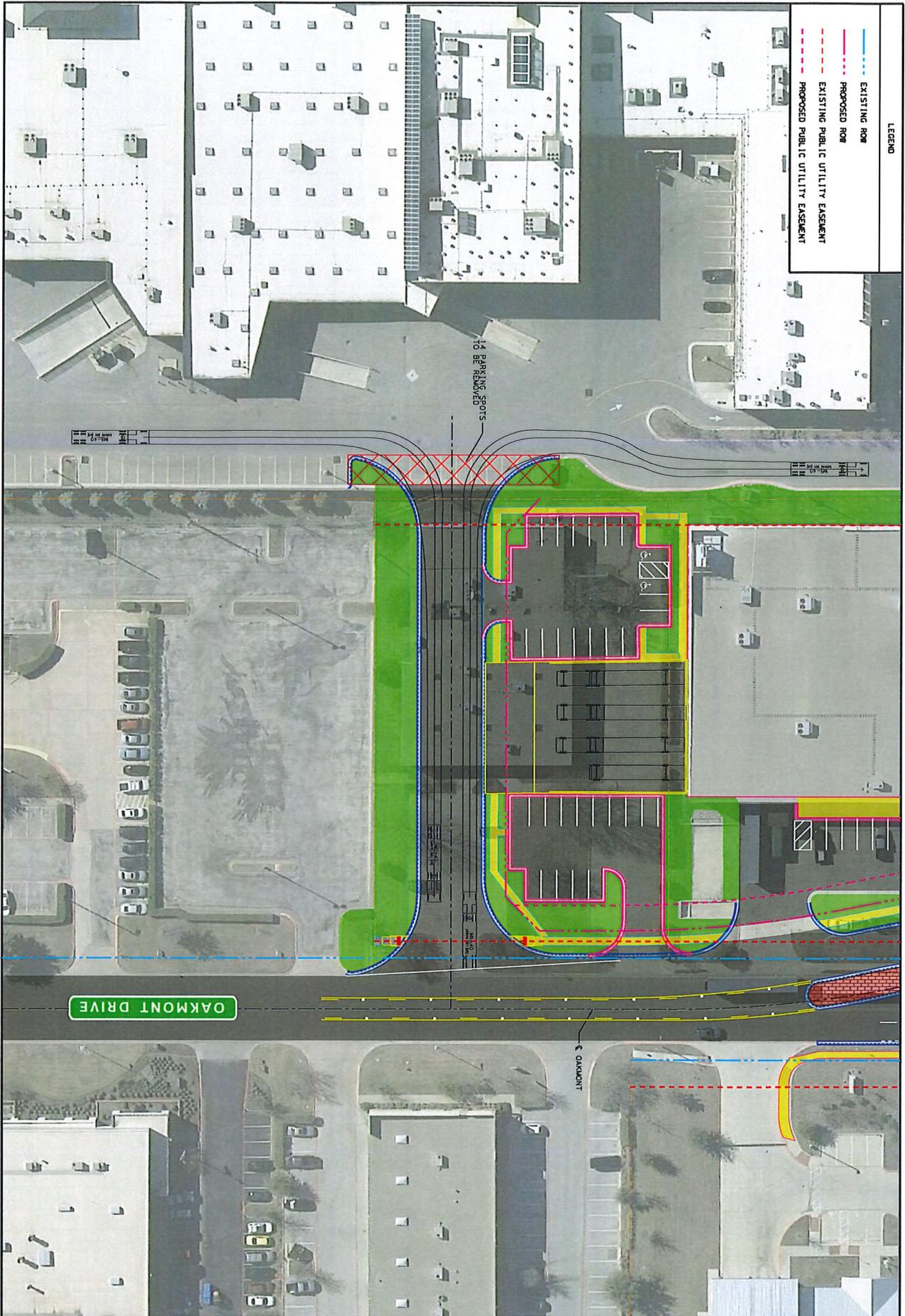
KCI KENNEDY CONSULTING
TBE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 5/25/2021

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

**UNIVERSITY BLVD
ICU LAND SWAP**

SCALE: 1" = 100'

SHEET 1 OF 1



LEGEND

	EXISTING ROB
	PROPOSED ROB
	EXISTING PUBLIC UTILITY EASEMENT
	PROPOSED PUBLIC UTILITY EASEMENT

OAKMONT DRIVE

14 PARKING SPOTS
TO BE REMOVED

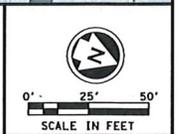
OAKMONT

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
TBPE REG. # F-926
ENGINEER MATTHEW J. WERNER
P.E. NO. 107847 DATE 9/19/2016

UNIVERSITY BLVD
OAKMONT CONNECTION



KCI KENNEDY CONSULTING
A JMT Company TBPE REG. NO. F-926







City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute an Agreed Final Judgment in the amount of \$58,028 for a 0.156-acre tract of land (Parcel 28) needed for the Gattis School Road Phase 3 project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$58,028.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2021-178

This final judgment is a result of a condemnation hearing and agreed market value. Staff approved settlement of \$58,028.

Cost: \$58,028.00

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

RESOLUTION NO. R-2021-178

WHEREAS, the City of Round Rock (“City”) used its eminent domain authority and initiated a condemnation suit for the acquisition of certain easement property interests from Leonardo Duarte a/k/a Leonard Duarte, and New Residential Mortgage, LLC (“Condemnees”), with such property to be used for constructing, reconstructing, realigning, widening and/or maintaining improvements to the Gattis School Road Phase 3 Project; and

WHEREAS, City and Condemnees have now agreed to a negotiated settlement of the condemnation lawsuit in Cause No. 21-0164-CC2; and

WHEREAS, City and Condemnees wish to enter into an Agreed Final Judgment for the acquisition of fee simple title to 0.156 acres (Parcel 28) of land required for the Gattis School Road Phase 3 Project, 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 Agreed Final Judgment in the condemnation lawsuit in Cause No. 21-0164-CC2, 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

GSR—Parcel 28

CAUSE NO. 21-0164-CC2

CITY OF ROUND ROCK, TEXAS Condemnor	§ IN THE COUNTY COURT AT LAW § § § NUMBER FOUR OF § § § § § WILLIAMSON COUNTY, TEXAS
V.	
LEONARDO DUARTE a/k/a LEONARD DUARTE, and NEW RESIDENTIAL MORTGAGE, LLC Condemnees	

AGREED FINAL JUDGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, City of Round Rock, Texas, Condemnor in the above-styled proceedings, and respectfully shows the Court:

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Judgement and desire to resolve this lawsuit;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 0.156-acres (Parcel 28) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W. Property"), and as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about January 26, 2021; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **THE CITY OF ROUND ROCK, TEXAS**, and its assigns for the purpose of constructing,

reconstructing, realigning, widening and/or maintaining improvements to the Gattis School Road roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including the Property to be acquired and any damages to any remaining property of Condemnees, that Condemnees shall recover from Condemnor the total sum of FIFTY-EIGHT THOUSAND TWENTY-EIGHT AND 00/100 DOLLARS (\$58,028.00). The parties agree FORTY-NINE THOUSAND SIX HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$49,692.00) was previously deposited within the registry of this Court, leaving a balance due of EIGHT THOUSAND THREE HUNDRED THIRTY-SIX AND 00/100 DOLLARS (\$8,336.00), and the remaining balance must be paid by July 15, 2021 to avoid paying interest.

It is further ORDERED that no interest is due and payable so long as the payments are made in accordance with this Agreed Final Judgement.

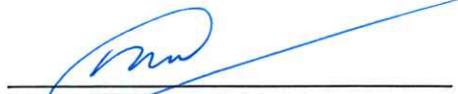
It is further ORDERED that all costs be assessed against the Condemnor.

This Judgement is intended by the parties to fully and finally dispose of all claims, parties and issues in this lawsuit.

SIGNED this _____ day of _____, 2021.

Judge Presiding

PREPARED AND APPROVED AS TO SUBSTANCE AND FORM BY:



Mylan W. Shaunfield
State Bar No. 24090680
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
Mylan@scrllaw.com
Attorneys for Condemnor

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



David Todd
State Bar No. 20093590
Todd Law Firm
3800 N. Lamar Blvd., Ste. 200
Austin, Texas 78756

The City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all parties of record by delivering same to the parties' last known address via certified mail, return receipt requested, electronic mail, facsimile or hand delivery, or by other method authorized by the Texas Rules of Civil Procedure on this the ___ day of June, 2021.

/s/ Mylan W. Shaunfield
Mylan W. Shaunfield

EXHIBIT
 A

County: Williamson
Parcel: 28
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 28

DESCRIPTION OF A 0.156 ACRE (6,817 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.001 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO LEONARD DUARTE RECORDED IN DOCUMENT NO. 2016090540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.156 ACRE (6,817 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, 409.05 feet left of proposed Gattis School Road Baseline Station 86+37.60, being the northwesterly corner of said 2.001 acre tract, same being the northeasterly corner of that called 2.00 acre tract of land described in Warranty Deed with Vendor's Lien to Spiritual Assembly of Baha'is Faith of Round Rock, Texas recorded in Document No. 2000012742 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary line of said 2.001 acre tract and said 2.00 acre tract, S 02°41'41" E, for a distance of 338.86 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154562.60, E=3143776.56 TxSPC Zone 4203), 70.22 feet left of proposed Gattis School Road Baseline Station 86+42.30, in the proposed northerly Right-of-Way (ROW) line of Gattis School Road (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said 2.00 acre tract, with said proposed northerly ROW line, through the interior of said 2.001 acre tract, **N 88°08'08" E**, for a distance of **236.77** feet to an iron rod with aluminum cap stamped "ROW 4933" set 70.08 feet left of proposed Gattis School Road Baseline Station 88+79.07, in the existing northerly ROW line of Gattis School Road (ROW width varies), same being in the easterly boundary line of said 2.001 acre tract, also being the southwesterly corner of Lot 1, Block "N" Round Rock Ranch, Phase One, Section One, a subdivision of record in Cabinet J, Slide 139-142 of the Plat Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 1, with the said existing northerly ROW line of Gattis school Road, same being said easterly boundary line of the 2.001 acre tract, **S 02°30'18" E**, for a distance of **29.00** feet to a 1/2" iron rod found, being the southeasterly corner of said 2.001 acre tract, same being an ell corner in said existing northerly ROW line, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, with said existing northerly ROW line, same being the southerly boundary line of said 2.001 acre tract, **S 88°13'55" W**, for a distance of **236.68** feet to a 1/2" iron rod found, being the southwesterly corner of said 2.001 acre tract, same being the southeasterly corner of said 2.00 acre tract, for the southwesterly corner of the herein described tract;

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/07/19
PAGE 3 OF 4

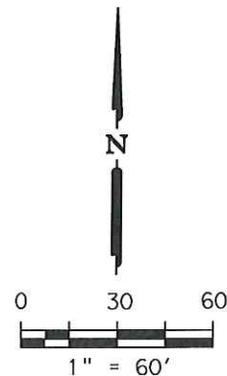
RITA H. GEORGE
(1.00 AC.)
DOC. NO. 2003066118
O.P.R.W.C.T.

DWIGHT E. DAVIS AND WIFE,
LATRICE A. DAVIS
(1.00 AC.)
VOL. 1700, PG. 475
O.R.W.C.T.

P.O.C.
STA. 86+37.60
409.05' LT

(N89° 31' 04"E 237.40')

P. A. HOLDER SURVEY
ABSTRACT NO. 297



NUMBER	DIRECTION	DISTANCE
L1	S02° 30' 18"E	29.00'
(L1)	(S02° 34' 01"E)	(29.00')
L2	N02° 41' 41"W	28.60'

ROUND ROCK RANCH
PHASE ONE
SECTION ONE
CAB. J,
SLDS. 139-142
P.R.W.C.T.

LOT 2
SCHOOL TRACT
(14.711 AC.)

LEONARD DUARTE
(2.001 AC.)
DOC. NO. 2016090540
O.P.R.W.C.T.

BLOCK "N"

SPIRITUAL ASSEMBLY OF
BAHA' IS FAITH OF ROUND
ROCK, TEXAS
(2.00 AC.)
DOC. NO. 2000012742
O.P.R.W.C.T.

P.O.B.

STA. 86+42.30
70.22' LT
GRID COORDINATES:
N=10154562.60
E=3143776.56

28

0.156 AC.
6,817 SQ. FT.

STA. 88+79.07
70.08' LT

CITY OF ROUND ROCK
15' WIDE P.U.E.
VOL. 1347, PG. 572
O.R.W.C.T.

ROUND ROCK
INDEPENDENT
SCHOOL DISTRICT
DOC. 2000046258
O.P.R.W.C.T.

LOT 1
FIRE STATION

TEXAS POWER & LIGHT CO. &
SOUTHWESTERN BELL TELE. CO.
2' WIDE EASEMENT
VOL. 699, PG. 905
D.R.W.C.T.

N88° 08' 08"E 236.77'
PROPOSED R.O.W.

5' P.U.E./PLAT
EXISTING R.O.W.

(S89° 38' 25"W 236.91')

29' RIGHT-OF-WAY
DEDICATION PER PLAT
CAB. J, SLDS. 139-142

EXISTING R.O.W.

S88° 13' 55"W 236.68'

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)

PROPOSED GATTIS SCHOOL ROAD BASELINE

PT 85+26.45

86+00

87+00

88+00

89+00

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

PARCEL PLAT SHOWING PROPERTY OF

LEONARD DUARTE

PARCEL 28

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND, UNLESS NOTED	⊕ CENTER LINE
⊙ IRON SET W/ PLASTIC CAP STAMPED "INLAND-4933"	Ⓜ PROPERTY LINE
⊕ IRON ROD FOUND W/PLASTIC CAP, AS NOTED	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED	⌵ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
⊗ MAG NAIL FOUND	P.O.C. POINT OF COMMENCING
▲ 60/D NAIL FOUND	N.T.S. NOT TO SCALE
△ MAG NAIL SET	STMSE STORM SEWER EASEMENT
△ CALCULATED POINT	SSE SANITARY SEWER EASEMENT
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.U.E. PUBLIC UTILITY EASEMENT
	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1920253-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 30, 2019, ISSUE DATE JUNE 10, 2019.

1. RESTRICTIVE COVENANTS: VOLUME 674, PAGE 63, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10A. ELECTRIC TRANSMISSION EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 364, VOLUME 377, PAGE 242, FROM ITS DESCRIPTION CAN NOT BE LOCATED, VOLUME 524, PAGE 124, VOLUME 715, PAGE 324, DOES NOT AFFECT, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
- B. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 544, PAGE 749, DOES NOT AFFECT, VOLUME 558, PAGE 90, FROM ITS DESCRIPTION CAN NOT BE LOCATED, VOLUME 699, PAGE 905, AFFECTS AS SHOWN, AND VOLUME 699, PAGE 907, DOES NOT AFFECT, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
- C. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 699, PAGE 903, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- D. PUBLIC UTILITIES EASEMENT TO CITY OF ROUND ROCK RECORDED IN VOLUME 1347, PAGE 572, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- E. ACCESS EASEMENT 30 FEET IN WIDTH RECORDED IN VOLUME 583, PAGE 478, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 8 July 2020



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE

	ACRES	SQUARE FEET
ACQUISITION	0.156	6,817
CALC/DEED AREA	2.001	87,164
REMAINDER AREA	1.845	80,347

PARCEL PLAT SHOWING PROPERTY OF

LEONARD DUARTE

PARCEL 28

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the submittal of a grant application for FY2021 American Rescue Plan Act (ARPA) fund for fixed route and ADA paratransit services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Round Rock Split Letter for FY2021 ARP Act

Department: Transportation Department

Text of Legislative File 2021-179

This is a grant application to the Federal Transit Administration for ARP funds in the amount of \$1,946,543.

The funding for this grant has been authorized under the American Rescue Plan Act of FY2021 (ARPA). Similar to the CARES & CRSSA supplemental funding, it will be provided at 100-percent federal share, with no local match required. The FTA formula funds have been reallocated from Capital Metropolitan Transportation Authority, the Designated Recipient for the Austin Urbanized Area.

This grant will be used to support the operating expenses for the ADA Paratransit and Fixed Route projects. The Transit Coordinator will provide oversight for the program operations and manage the grants and associated federal requirements.

Total Grant Funds Requested is \$1,946,543.

Source of Funds: No local matching funds required

RESOLUTION NO. R-2021-179

WHEREAS, the Federal Transit Administration (“FTA”) has grant funds available through the American Rescue Plan; and

WHEREAS, the City of Round Rock (“City”) is seeking funding from FY 2021 American Rescue Plan funds for the City’s fixed route bus system and paratransit services; and

WHEREAS, the City wishes to make application for the available FY 2021 American Rescue Plan funds; and

WHEREAS, the City Council designates the City Manager as the City’s authorized official with power to apply for the grant, including making online application, on behalf of the applicant agency, the City of Round Rock, Texas, Now Therefore

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

A. That the City Council approves submission of the grant application for FY 2021 American Rescue Plan funds for fixed route bus system and paratransit services.

B. That the City Manager is designated as the authorized official to apply for the grant, including making an online application, and is hereby directed to apply for FY 2021 American Rescue Plan funding.

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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Capital Metropolitan Transportation Authority
2910 East Fifth Street | Austin, Texas 78702
TEL 512.389.7400 | FAX 512.369.6596 | capmetro.org

April 7, 2021

Gail Lyssy, Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Suite 8A36
Fort Worth, Texas 76102

Re: Fiscal Year 2021 ARP Act Split Letter for Austin Urbanized Area

Dear Ms. Lyssy:

As identified in this Split Letter, Capital Metropolitan Transportation Authority, the Designated Recipient for Section 5307 funds in the Austin Urbanized Area, authorizes the reassignment/reallocation of \$1,946,543 in FY2021 ARP Act funds to the City of Round Rock, Texas, as a Direct Recipient. The City of Round Rock, Texas agrees to the amount allocated/reassigned. The City of Round Rock, Texas is responsible for its application to the Federal Transit Administration to receive these funds and assumes the responsibilities associated with any award for these funds.

Sincerely,

E-SIGNED by Reinet Marneweck
on 2021-04-09 21:56:38 GMT

Reinet Marneweck
Executive VP and CFO

Cc: Don Koski, FTA
Luci Nears, FTA



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute a Contract with Andale Construction for the 2021 Street Maintenance Program - Project A High Density Mineral Bond Overlay.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$689,828.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Letter of Recommendation, From 1295, Map

Department: Transportation Department

Text of Legislative File 2021-180

Bids for the referenced project were opened on June 4, 2021 at 10 a.m. One (1) responsive bid proposal was received. The bid was opened and read aloud. The submittal was checked for the inclusion of the Statement of Bidder's Safety Experience and bid guarantee. The total bid price was \$689,828.00.

Andale Construction: \$689,828.00

Andale Construction is the apparent low bidder. The engineer's estimate of probable construction cost for this project at bid time was \$733,128.00. Based upon staff review of the attached Bid Tabulation, we recommend the City of Round Rock accept Andale Construction's bid for contract award in the amount of \$689,828.00.

Cost: \$689,828.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2021-180

WHEREAS, the City of Round Rock has duly advertised for bids for the 2021 Street Maintenance Program – Project A High Density Mineral Bond Overlay, and

WHEREAS, while only one bid was received from Andale Construction, the City Council has determined that the bid is acceptable, and

WHEREAS, the City Council wishes to accept the bid of Andale Construction, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Andale Construction for the 2021 Street Maintenance Program – Project A High Density Mineral Bond Overlay.

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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK

Transportation

3400 Sunrise Road
Round Rock, Texas 78665



BIDS EXTENDED AND CHECKED

BY : Matthew Bushak, P.E.
DATE : 6/15/2021

BID TABULATION

SHEET: 1 of 1

CONTRACT : 2021 SMP High Density Mineral Bond - Project A				Andale Construction							
LOCATION : 3400 Sunrise Rd Round Rock, TX 78665				Statement of Safety? Yes	Statement of Safety? NA						
DATE: August 27th, 2019				Addendum(s)? NA	Addendum(s)? NA	Addendum(s)? NA	Addendum(s)? NA	Addendum(s)? NA	Addendum(s)? NA		
				Bid Bond? Yes	Bid Bond?						
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Video DVD of Project Areas prior to and after construction	1	LS	\$2,250.00	\$2,250.00						
2	Engineered Traffic Control Plan	1	EA	\$3,000.00	\$3,000.00						
3	Traffic Control Implementation	2	MO	#####	\$21,362.00						
4	REFL PAV MRK TY 1 (W) 12" (SLD) (100 MIL)	960	LF	\$9.60	\$9,216.00						
5	Materials, equipment and labor necessary for High Density Mineral Bond in accordance with project specific notes and specifications	200,000	SY	\$3.27	\$654,000.00						
TOTAL:											
GRAND TOTAL:											



Mayor
Craig Morgan

Mayor Pro-Tem
Rene Flores

Councilmembers
Michelle Ly
Matthew Baker
Frank Ortega
Kristin Stevens
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

June 6, 2021

Subject: Recommendation to Award - 2021 Street Maintenance Program - Project A
High Density Mineral Bond Overlay

Dear Mr. Hudder:

Bids for the above referenced project were opened on June 4, 2021 at 10 a.m. One (1) responsive bid proposal was received. The bid was opened and read aloud. The submittal was checked for the inclusion of the Statement of Bidder's Safety Experience and bid guarantee. The total bid price was \$689,828.00.

Andale Construction: \$689,828.00

Andale Construction is the apparent low bidder. The engineer's option of probably construction cost for this project was \$733,128.00. Based upon my review of the attached Bid Tabulation, I recommend the City of Round Rock accept and consider the bid of Andale Construction for contract award in the amount of \$689,828.00.

Sincerely,

JC (Jose) Montelongo II, EIT
Associate Engineer/Project Manager

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.
 Andale Construction, Inc.
 Wichita, KS United States

Certificate Number:
 2021-769327

Date Filed:
 06/21/2021

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2021 SMP High Density Mineral
 Installation of High Density Mineral Bond

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 Peter J. Molitor - President / Andale Construction, Inc. and my date of birth is

My address is 442 Sevy Andale KS 67001 USA
(street) (city) (state) (zip code) (country)

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

Executed in Sedgwick County, State of Kansas, on the 21st day of June, 2021
(month) (year)

Peter J. Molitor Peter J. Molitor - President / Andale Construction, Inc.
 Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the South Highway 81 Elevated Storage Tank Rehabilitation 2021 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Map

Department: Utilities and Environmental Services

Text of Legislative File 2021-181

Steel tanks require interior and exterior coating rehabilitation approximately every 15 years to protect the tank's integrity. The City has set aside funding for an annual tank coating rehabilitation program. Based on recent inspections, the South Highway 81 Elevated Storage Tank (EST) is in need of rehabilitation and the City has starting a project to rehabilitate the tank. This tank was constructed in 2001 and has a capacity of 1,250,000 gallons. The project consists of minor structural repairs and recoating the interior and exterior of the tank.

Due to the tank's age, condition and central location, the Utilities & Environmental Services Department requests approval to allow the Competitive Sealed Proposal delivery method for the South Highway 81 Elevated Storage Tank Rehabilitation project. By using this method, the City will be able to obtain the most qualified contractor which will in turn provide the best value to the City.

RESOLUTION NO. R-2021-181

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

WHEREAS, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the South Highway 81 Elevated Storage Tank Rehabilitation Project, and

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

WHEREAS, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

WHEREAS, the City Council desires to comply with all requirements of the statute, Now Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the South Highway 81 Elevated Storage Tank Rehabilitation Project.

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

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

RESOLVED this 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Document Path: C:\Users\gschreffler\pant\City of Round Rock\Rich Reedy - 4\Utilities - workspace\MA PS 2021\Council\SouthHighway81_ElevatedStorageTank_Rehabilitation\SouthHighway81_ElevatedStorageTank_Rehabilitation.aprx

Date: 4/23/2021



**South Highway 81
Elevated Storage Tank
Rehabilitation**



SOUTH HIGHWAY 81 ELEVATED STORAGE TANK REHABILITATION





City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with 5000 Limmer Loop Investments, LLC for undeveloped property located along Limmer Loop, east of CR 110 and west of Hwy 130.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2021-182

The City is experiencing rapid growth on the northeast side of Round Rock's extraterritorial jurisdiction (ETJ) near State Highway 130. To serve the most northeastern quadrant of Round Rock's ETJ and future city limits, Round Rock's Wastewater Master Plan proposed a future 21-inch wastewater interceptor.

Round Rock was contacted about providing out-of-city wastewater service to the 5000 Limmer Loop property. This property is a proposed single-story apartment style development that is currently under design. The property will have a wastewater demand that is equal to 232.5 living unit equivalents (LUEs). The property is located in the City of Hutto's ETJ, just outside of Round Rock's ETJ.

The property is an ideal candidate for Round Rock's 21-inch wastewater interceptor route due to the property's location and low topography on the eastern side of the property. The City and the property owner determined the routing needed for the wastewater interceptor through the proposed development. In return for providing out-of-city wastewater service to the property, the property owner will grant the required wastewater easements as well as design and construct the 21-inch wastewater interceptor to the northeast corner of their property.

The out-of-city wastewater service agreement will provide wastewater service for 20-years and will automatically renew for successive one year terms. As part of the agreement, the property owner will pay a connection fee of \$300,855 and construct the 21-inch wastewater interceptor.

RESOLUTION NO. R-2021-182

WHEREAS, Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) provides that under certain conditions the City will furnish water and wastewater services outside of the city limits; and

WHEREAS, 5000 Limmer Loop Investments, LLC, the owner of record for property located at Limmer Loop, Round Rock, Texas, as shown in Exhibit “A” (“Property”), has requested that the City furnish wastewater service to said Property; and

WHEREAS, the Council hereby determines that the City has adequate capacity of wastewater service available for the purpose of serving the Property without impairing services within the City; and

WHEREAS, the owner of the Property must comply with all of the provisions of §4-80 with respect to costs, construction standards, inspections, *et cetera*; and

WHEREAS, the owner of the Property must also comply with applicable subdivision and platting statutes and ordinances, Now Therefore

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

That subject to owner compliance with applicable subdivision and platting statutes and ordinances, and pursuant to Zoning and Development Code, Chapter 4, Article VI, Section 4-80 Code of Ordinances (2018 Edition) the City Council hereby approves the furnishing of wastewater service to the Property, subject to the owners compliance with the requirements of said §4-80, at the rates specified in §4-80(b) of the Code, and in accordance with the Out-of-City Wastewater Service Agreement described below, and

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Out-of-City Wastewater Service Agreement with 5000 Limmer Loop Investments, LLC, a copy of said agreement 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

OUT-OF-CITY WASTEWATER SERVICE AGREEMENT

THIS OUT-OF-CITY WASTEWATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between 5000 LIMMER LOOP INVESTMENTS, LLC, a Nevada limited liability company, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Customer is the owner of record of the property in Williamson County, Texas, being more particularly described in the attached Exhibit "A" which is hereby incorporated for all purposes ("Property"); and

WHEREAS, the Customer is developing four hundred fifty-eight (458) apartment units with a clubhouse and pool; and

WHEREAS; the City has determined that it is desirable for the parties for the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, subject to the conditions set forth herein; and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Customer to provide wastewater to the Property, and

WHEREAS, the Customer and the City desire to enter into this Agreement to formalize the terms by which the City will provide: 1) two hundred twenty-nine (229) living unit equivalents of wastewater service for the apartment units at the Property; 2) three and one-half (3.5) living unit of wastewater service for the clubhouse and maintenance building at the Property, for a total of two hundred thirty-two and one-half (232.5) living unit equivalents of wastewater services, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Article I. Customer's Representations Under this Agreement

1.01 Wastewater Interceptor Extension. Customer will construct a 21-inch wastewater interceptor on the Property (the "wastewater interceptor"), as described below:

- (a) The wastewater interceptor will be constructed from the City's current interceptor termination point to the northeast corner of the Property based on an alignment approved by the City of Round Rock. Current wastewater interceptor termination point is shown on Exhibit "B," attached hereto and incorporated herein by reference, located at the northeast corner of the Property and will have a minimum slope of 0.4%;
- (b) Due to the depth and size of the wastewater interceptor, the Customer will install five (5)-foot diameter fiberglass manholes on the wastewater interceptor;
- (c) Customer will pay for all the costs of design and construction of the wastewater interceptor;
- (d) The design of the wastewater interceptor must meet the City's Design and Construction Standards;
- (e) The wastewater interceptor will be permitted through the City's Development Services Office;
- (f) The construction of the wastewater interceptor will be inspected by the City and upon completion of construction and inspection, the wastewater interceptor will be accepted by the City for permanent maintenance, subject to bonding requirements; and
- (g) The Customer will grant the City a wastewater easement for the maintenance of the wastewater line.

1.02 Customer shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 4-80 being attached hereto as Exhibit "C," incorporated herein by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use on an as needed basis for apartment units and associated ancillary facilities located on the Property.

2.02 The wastewater service to be provided herein is for the Property as described in Exhibit "A" and no other property.

Article III. Rates and Fees

3.01 Prior to connecting to the City's wastewater system, Customer agrees to pay City a one-time wastewater connection fee of **\$300,855.00**.

Any additional service resulting from future additions built on the Property shall require Customer to pay additional impact fees in accordance with Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

3.02 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be twice the rate for commercial customers located within the corporate limits of the City. Because the Property is served with water by Jonah Water Special Utility District (Jonah SUD), the wastewater service will be calculated based on the Customer's average water consumption for December, January, and February of each winter, as determined from Jonah SUD's water bills. Customer agrees to provide the City with copied of the aforesaid bills by April 1, of each year.

3.03 The City shall render monthly bills to Customer for wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.04 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Customer agrees to pay the one-time wastewater connection fee as set forth in Sec. 3.01 above and to pay all other fees applicable to wastewater service.

4.03 Customer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property continuing to be used for its proposed uses, namely apartment units and ancillary uses to the apartment units. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the

extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of 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, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other incapacities of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The initial term of this Agreement shall be for a term of twenty (20) years from the date hereof, and shall renew for automatic successive one (1) year terms, subject to the following:

- (a) If at anytime during the initial term or subsequent terms of this Agreement, the City of Hutto, Texas, chooses to provide wastewater services to this Property, this Agreement shall automatically terminate.
- (b) In the event of a default by the Customer, the City shall give the customer written notice of default, and may terminate the Agreement if the default is not cured within thirty (30) days after Customer's receipt of the written notice.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving wastewater service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.05 In case 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 herein.

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

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances, shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement in two (2) counterparts, each of which will be deemed an original on this the _____ day of _____, 2021.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

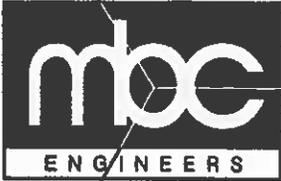
Sara White, City Clerk

For City, Approved as to Form:

Stephan L. Sheets, City Attorney

EXHIBIT "A"

Property



MACINA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 FAX (210) 545-9302

TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463
www.mbcengineers.com

METES AND BOUNDS DESCRIPTION OF

A 79.41 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NUMBER 196, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A 5.00 ACRE TRACT OF LAND SITUATED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2176, PAGE 749, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 24.021 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 20.408 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166900, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 10.023 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 10.017 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND ALL OF A 9.96 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 79.41 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch Iron Rod found marking the most Northerly corner of a 10.0062 Acre Tract described in General Warranty Deed recorded in Volume 2518, Page 130, Official Public Records, Williamson County, Texas and marking the Northwesterly corner of said 24.021 Acre Tract of land;

THENCE N 68° 25' 24" E a distance of 527.88 feet, along the Northwesterly boundary line of said 24.021 Acre Tract to a 1/2-inch Iron Rod Found marking the most Westerly corner of said 5.00 Acre Tract of land;

THENCE N 68° 29' 51" E a distance of 165.68 feet, along the Northwesterly boundary line of said 5.00 Acre Tract of Land to a 1/2-Inch Iron Rod Found;

THENCE N 68° 34' 34" E a distance of 359.07 feet, continuing along the Northwesterly boundary line of said 5.00 Acre Tract of Land to a 1/2-Inch Iron Rod Found marking the most Northerly corner of said 5.00 Acre Tract;

THENCE S 21° 42' 44" E passing at a distance of 108.33 feet, a 1/2-Inch Iron Rod Found marking the Northwesterly corner of a 5.0133 Acre Tract of Land described in General Warranty Deed recorded in Document Number 2020079305, Official Public Records, Williamson County, Texas, continuing for a total distance of 414.34 feet, along the Northeasterly boundary line of said 5.00 Acre Tract of land to a 1/2-Inch Iron Rod Found marking the most Easterly corner of said 5.00 Acre Tract of land and marking the Northeasterly corner of said 24.021 Acre Tract of land;

THENCE S 21° 37' 48" E passing at a distance of 184.88 feet, a 1/2-inch Iron Rod Found marking the most Southerly corner of said 5.0133 Acre Tract, continuing along the

Southwesterly boundary line of a 5.00 Acre Tract, described in Warranty Deed recorded in Document Number 2005048414, Official Public Records, Williamson County, Texas; and along the Southwesterly boundary line of a 3.971 Acre Tract Described in Warranty Deed with Vendor's Lien, recorded in Document Number 2013034104, Official Public Records, Williamson County, Texas a total distance of 770.66 feet to a 1/2-inch Iron Rod Found marking the Southwesterly corner of said 3.971 Acre Tract, and being the Northwesterly corner of a 5.003 Acre Tract of land described in Warranty Deed with Vendor's Lien recorded in Document Number 2019007190, Official Public Records, Williamson County, Texas;

THENCE S 21° 34' 25" E a distance of 26.98 feet, along the Westerly boundary line of said 5.003 Acre Tract, to a 1/2-inch Iron Rod Found marking the Southeasterly corner of said 24.021 Acre Tract and marking the most Northerly corner of said 9.96 Acre Tract;

THENCE S 21° 38' 42" E a distance of 1226.94 feet to a 1/2-inch Iron Rod with cap stamped "MBC Engineers" Set marking the most Easterly corner of said 9.96 Acre Tract, and marking the most Northerly corner of a 9.79 Acre Tract of land described in Warranty Deed with Vendor's Lien recorded in Document Number 2012041156, Official Public Records, Williamson County, Texas;

THENCE S 68° 17' 38" W passing at a distance of 236.00 feet, a 1/2-inch Iron Rod Found marking the most Westerly corner of said 9.79 Acre Tract and being the most Northerly corner of a 9.953 Acre Tract of land described in Warranty Deed with Vendor's Lien recorded in Document 2001092723, Official Public Records, Williamson County, Texas, continuing along the Northwesterly boundary line of said 9.953 Acre Tract for a total distance of 484.37 feet to a 1/2-inch Iron Rod Found marking the most Westerly corner of said 9.953 Acre Tract and being the most Northeasterly corner of said 20.408 Acre Tract of land;

THENCE S 21° 36' 35" E a distance of 1662.86 feet, along the Westerly boundary line of said 9.953 Acre Tract of land, to a 1/2-inch Iron Rod Found on the Northerly right of way line of County Road 109 (Limmer Loop), a variable width public right of way marking the Southwesterly corner of said 9.953 Acre Tract of Land and being the Southeasterly corner of said 20.408 Acre Tract of land;

THENCE S 87° 38' 54" W a distance of 601.41 feet along the Northerly right of way line of said County Road 109 to a 1/2-inch Iron Rod Found marking the Southwesterly corner of said 20.408 Acre Tract of land;

THENCE N 21° 41' 25" W a distance of 753.05 feet, departing the Northerly right of way line of said County Road 109, along the Northeasterly boundary line of a 27.896 Acre Tract of land described in Warranty Deed with Vendor's Lien, recorded in Document Number 2005020886, Official Public Records, Williamson County, Texas, to a 1/2-inch Iron Rod Found;

THENCE N 21° 29' 42" W a distance of 711.54 feet, to a 1/2-inch Iron Rod Found marking the most Northerly corner of said 27.89 Acre Tract, being the most easterly corner of a 24.953 Acre



Tract described in General Warranty Deed recorded in Document Number 2006092942, Official Public Records, Williamson County, Texas and being the Northwesterly corner of said 20.408 Acre Tract of land and the Southwesterly corner of said 10.023 Acre Tract of land;

THENCE N 21° 48' 12" W a distance of 689.58 feet, along the Southwesterly boundary line of said 10.023 Acre Tract, to a 1/2-inch Iron Rod Found marking the most Easterly corner of a 5.231 Acre Tract, described in General Warranty Deed with Vendor's Lien, recorded in Volume 2135, Page 955, Official Public Records, Williamson County, Texas; and being the most Northerly corner of said 24.953 Acre Tract;

THENCE N 21° 37' 37" W passing at a distance of 563.16 feet, a 1/2-inch Iron Rod Found marking the most Northerly corner of said 5.231 Acre Tract, being the most Easterly corner of said 10.023 Acre Tract, and being the Southwesterly corner of said 24.021 Acre Tract of Land passing at a distance of 613.01 feet a 1/2-inch Iron Rod Found marking the most Easterly corner of said 10.0062 Acre Tract, continuing along the Northeasterly boundary line of said 10.0062 Acre Tract, a total distance of 743.18 feet to a 1/2-inch Iron Rod Found;

THENCE N 21° 36' 48" W a distance of 1008.66 feet continuing along the Northeasterly boundary line of said 10.0062 Acre Tract, to the **POINT OF BEGINNING**, and containing 79.41 Acres more or less, as surveyed by Macina, Bose, Copeland, and Associates, Inc.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.



Joel Christian Johnson, R.P.L.S.
TBPLS Firm Registration 10011700



Date: June 1, 2021
Job No: 32460-Williamson



EXHIBIT "B"

Current Wastewater Interceptor Termination Point

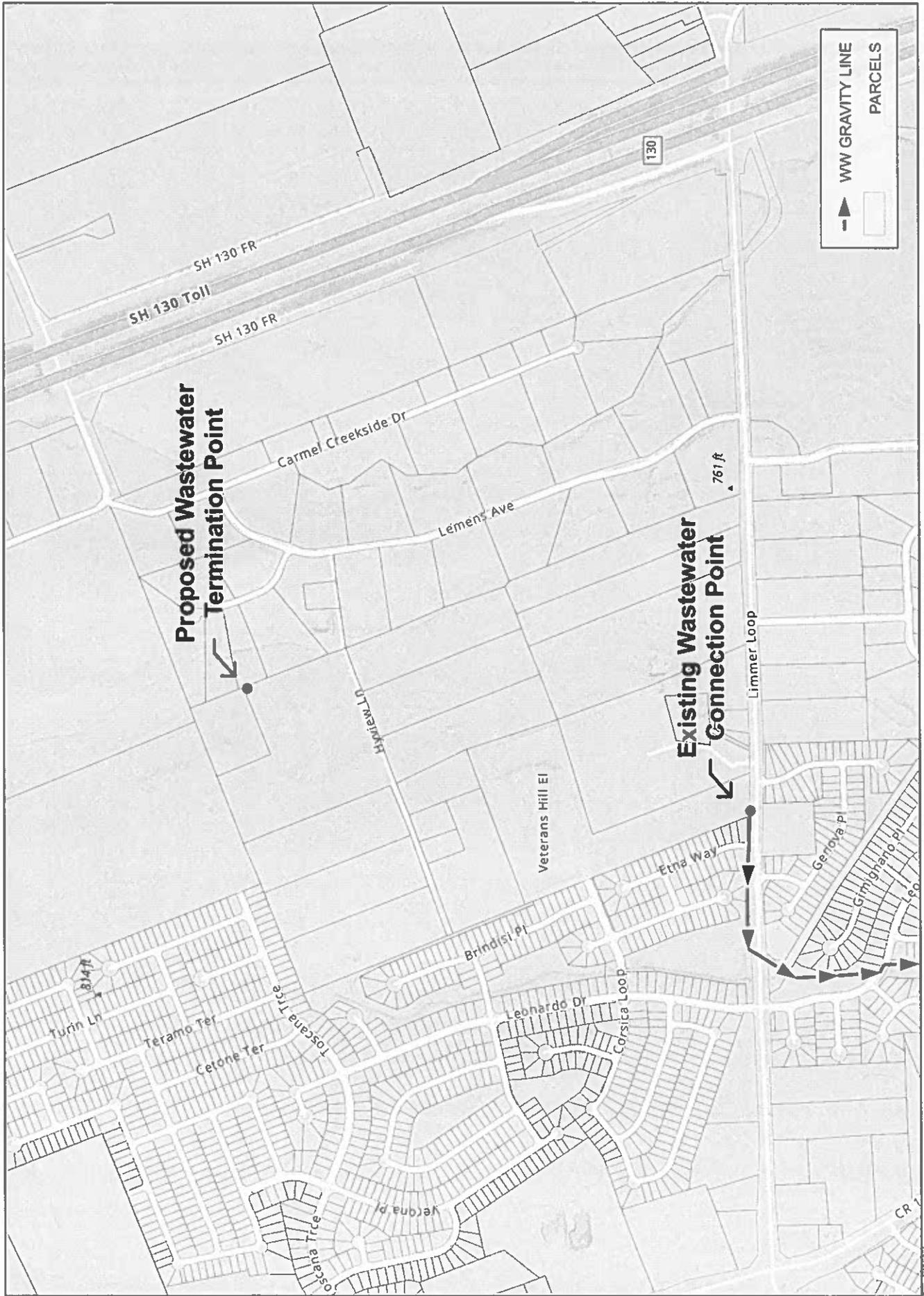


EXHIBIT B

Document Path: C:\Users\jgck\Documents\Round Rock\City of Round Rock\City of Round Rock\Ready - Utilities\workspace\Map\2017\11\limmerloop - Proposed\WW\Connection - ExhibitB\limmerloop - Proposed\WW\Connection - ExhibitB.aprx

Date: 5/12/2017

EXHIBIT "C"

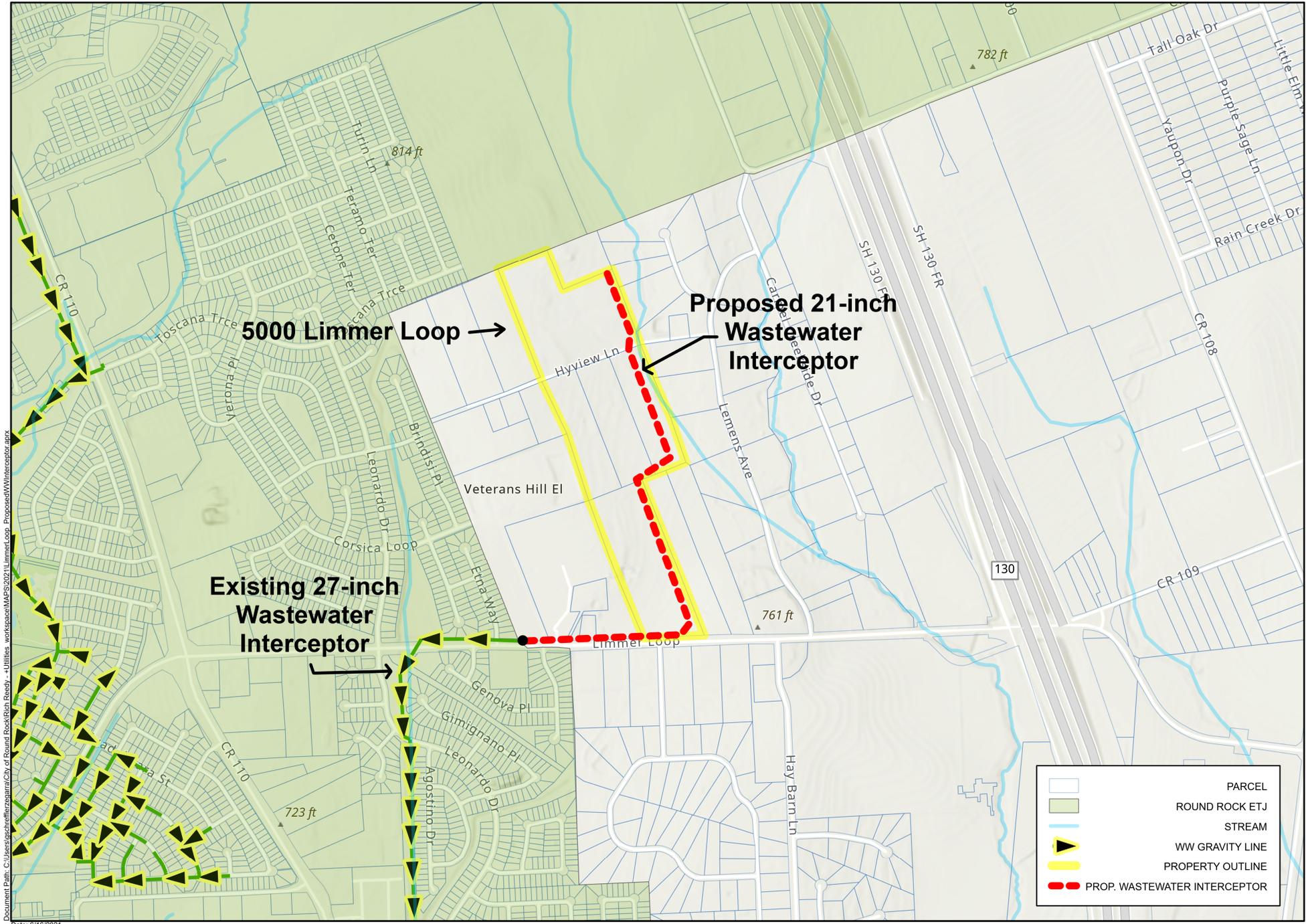
Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80

Sec. 4-80. - Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions recorded after the date of passage of this section desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line

construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
 - (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.



5000 Limmer Loop →

Proposed 21-inch Wastewater Interceptor

Existing 27-inch Wastewater Interceptor

	PARCEL
	ROUND ROCK ETJ
	STREAM
	WW GRAVITY LINE
	PROPERTY OUTLINE
	PROP. WASTEWATER INTERCEPTOR



OUT-OF-CITY WASTEWATER SERVICE 5000 LIMMER LOOP





City of Round Rock

Agenda Item Summary

Agenda Number: H.12

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$135,567.50

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

Attachments: Resolution, Exhibit A, From 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2021-183

The Northeast Downtown Infrastructure Improvements project involves the installation of new water and wastewater lines, installation of a new stormwater system, construction of an underground dry utility duct bank, and construction of right-of-way (ROW) improvements needed in the northeast downtown area.

The project area includes two blocks of East Austin Avenue and East Liberty Street between Mays Street and Sheppard Street. The project also includes Lampasas Street and Sheppard Street between East Liberty Street and East Austin Avenue.

The proposed utility and roadway improvements will revitalize the northeast section of downtown Round Rock and support future development. The improvements will also benefit the new library site located in the northeast area with the infrastructure needed to support it.

On September 23, 2020, the department received six bids for the Northeast Downtown Infrastructure Improvements project, and awarded the contract on October 22, 2020 to Cash Construction, Inc. for \$7,823,780.

Change Order (CO) No. 1 was for removal and disposal of asbestos concrete water lines along Sheppard Street. CO No. 1 was in the amount of \$28,489.20 which increased the contract price to \$7,852,269.20. CO No. 2 is for equipment and labor to install City fiber conduit underground and provide fiber to the new Library site. CO No. 2 is in the amount of \$135,567.50 which will increase the contract price to

\$7,987,836.70.

Cost: \$135,567.50

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

RESOLUTION NO. R-2021-183

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project, and

WHEREAS, the Council has determined that it is necessary to make adjustments/changes to the quantity of work to be performed or materials, equipment, or supplies to be provided, and

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, 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, Quantity Adjustment/Change Order No. 2 to the Contract with Cash Construction Company, Inc. for the Northeast Downtown Infrastructure Improvements Project, a copy of said quantity adjustment/change order 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 8th day of July, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



Contract Quantity Adjustment/Change Order

rev. 01/16
 Department: UES
 Project Name: Northeast Downtown Revitalization Date: 6/16/21
 City Project ID Number: RHB20 Change Order/Quantity Adjustment No. 2
 Vendor: Cash Construction Company Name 217 Kingston Lacy Blvd. - Pflugerville, Texas 78660 Address (512) 251-7872 Phone No.

Justification

Change Order No. 2 is for additional Fiber Conduit and Appurtanences

SUMMARY

	Amount	% Change
Original Contract Price:	\$7,823,780.00	
Previous Quantity Adjustment(s):	\$0.00	
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$7,823,780.00	
Previous Change Order(s):	\$28,489.20	0%
This Change Order:	\$135,567.50	2%
Total Change Order(s) To Date:	\$164,056.70	2%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$7,987,836.70	
Difference between Original and Adjusted Contract Prices:	\$164,056.70	
Original Contract Time:		
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:		
New Contract Time:	0	

Submitted for Approval

Prepared By: Eddie Zapata Signature Eddie Zapata, Senior Project Manager, City of Round Rock Printed Name, Title, Company 6/16/21 Date

Approvals

Contractor: Michael Stevens Signature Michael Stevens, Project Manager, Cash Construction Printed Name, Title, Company 6/16/2021 Date

City Project Manager: Eddie Zapata Signature Eddie Zapata, Senior Project Manager Printed Name, Title 6/16/2021 Date

Mayor/City Manager: Craig Morgan Signature Craig Morgan, Mayor Printed Name, Title Date

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.

Cash Construction Company, Inc is MasTec North America
Pflugerville, TX United States

Certificate Number:
2021-772293

Date Filed:
06/29/2021

Date Acknowledged:

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

City of Round Rock, Texas

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

000000

Northeast Downtown Revitalization-Northeast Downtown Utility Improvements

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.

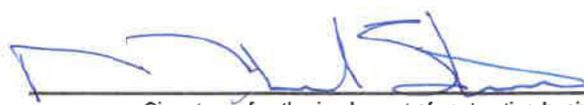
6 UNSWORN DECLARATION

My name is Michael Stevens, and my date of birth is [REDACTED].

My address is 217 Kingston Lacy Boulevard, Pflugerville, Texas, 78660, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 29th day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Document Path: C:\Users\gschneiff\Documents\City of Round Rock\GIS\Projects\2021\Council\ChangeOrderNo2_NEDowntown\ChangeOrderNo2_NEDowntown.aprx

Date: 6/22/2021



PROPOSED FIBER, CONDUIT, & MANHOLE INSTALLATIONS NE Downtown Infrastructure Improvements: Change Order No. 2





City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 1, Article III, Section 1-50 and Chapter 2, Article VIII, Section 2-93, Code of Ordinances (2018 Edition), regarding mobile food establishments. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance - Redline

Department: Planning and Development Services Department

Text of Legislative File 2021-187

Mobile food establishments (aka food trucks) were first allowed by code in 2015. The original ordinance provided for “long term” permits to allow food trucks to locate in conjunction with certain primary uses; however, trucks could not stay overnight when visible from public rights-of-way except on weekends/holidays. In 2019, “short term” permits were added to the Code to allow food trucks for events. Recently, PDS has received inquiries for food truck parks, likely resulting from the increased demand for outdoor dining.

The proposed amendment creates a new category of food truck permits to allow mobile food establishment parks. As with other types of mobile food establishments currently in the code, permits are issued to the owner of a site. Land uses where a park may be located include public and private education facilities, corporate office campuses, business/industrial parks, and municipal parks and recreation facilities. Because the food trucks may remain on site at all times, access to public restrooms and hand washing facilities are required when the park is open for business. A building permit shall be required for any permanent structures associated with the park (shade structures, etc.), and a post-and-panel sign for the park area meeting the requirements of the sign code may be installed with a sign permit. To oversee the park, a mobile food park manager shall be designated for the property on the permit application and posted on-site with contact information.

A few additional amendments are proposed to the mobile food establishment section, including:

- Addition of home-owners association-owned common areas as a land use allowing short-term and long-term mobile food establishment permits.
- Clarification of other permits and inspections required and penalties for not seeking the required fire permit/inspection.

Round Rock Fire Department requested language be added to the code to clarify that mobile food establishments shall remain on wheels/drivable or with the hitch in place necessary to remain mobile. Additionally, while the permit application already requires the mobile food establishment host to attest that all food trucks hosted on-site have the required Williamson County and Cities Health District and Round Rock Fire Department permits and inspections, language added to the code is proposed for clarification purposes. Mobile food establishments may be shut down immediately if they are not displaying proper permits. The proposed amendment allows the Zoning Administrator to revoke a permit for one year if the permit-holder hosts a mobile food establishment without proper permits three times within a 12-month period.

- Exemption of mobile food establishment permit fee for municipal parks and recreation facilities and home-owners association properties.
- Definitions added for “Mobile Food Establishment Park” and “Mobile Food Park Manager” to Sec. 1-50, Definitions.

The Planning and Zoning Commission unanimously recommended this ordinance as presented on June 2, 2021. No members of the public spoke at the public hearing.

1 ~~(2) Temporary in nature. Mobile food establishments are meant to be open and on-site only on a~~
2 ~~temporary basis. As such, the following requirements shall be met:~~

3 ~~a. New connections to city water or wastewater infrastructure are prohibited;~~

4 ~~b. New electric meters are prohibited; and~~

5 ~~c. For mobile food establishments serving a municipal parks and recreation facility, the Parks~~
6 ~~and Recreation Department shall determine the permissible duration for which each~~
7 ~~establishment may operate.~~

8 (32) *Site location criteria.*

9 a. Mobile food establishments shall not locate on public streets or in public parking lots, but
10 may locate in an unimproved alley of a property zoned MU-1.

11 b. Mobile food establishments shall not be located within 50 feet of a single-family dwelling
12 unit. This measurement shall be taken from the property line of the dwelling unit to the
13 closest point of the mobile food establishment location.

14 c. Mobile food establishments shall not locate in access drives, fire lanes, or improved alleys.

15 d. Mobile food establishments shall not locate on sidewalks in or along the right-of-way
16 without prior approval from the city. Approval may be granted if a minimum width of five (5)
17 feet of sidewalk remains free of any obstructions.

18 e. Mobile food establishments may not occupy any parking spaces needed for the minimum
19 required parking for the primary use.

20 f. Mobile food establishments shall be located a minimum of 15 feet from fire hydrants and
21 five (5) feet from any utility box, ADA accessibility ramp, or building entrance.

22 (43) *Other requirements.*

23 a. The mobile food establishment shall be in compliance with Williamson County and Cities
24 Health District regulations and applicable City fire department regulations.

25 b. All signage and identification for the mobile food establishment shall be on or attached to
26 the vehicle. Menu items may be displayed on sandwich boards which are not attached to
27 the vehicle.

28 c. All food vending transactions shall occur from the vehicle.

29 d. No trash or grease shall be left at the site after the departure of the mobile food
30 establishment, except in existing on-site containers specifically designed for such waste.

31 e. Vehicles, generators, and other equipment shall be maintained so as to be in operable
32 condition at all times.

33 f. Durable exterior-grade finishes and decorations shall be utilized for all exterior materials on
34 the vehicle and shall be maintained in accordance with minimum property, structural and
35 health standards.

36 g. The mobile food establishment shall remain on wheels and drivable or with the hitch in
37 place necessary for it to be mobile.

38 (54) *Long-term accessory use.*

39 a. Mobile food establishments are meant to be open and on-site on a temporary basis. As
40 such, the following requirements for long-term accessory use shall be met:

41 1. New connections to city water or wastewater infrastructure are prohibited;

42 2. New electric meters are prohibited; and

43 3. For mobile food establishments serving a municipal parks and recreation facility, the
44 Parks and Recreation Department shall determine the permissible duration for which
45 each establishment may operate.

1 b. Upon the issuance of an annual permit as described in subsection (~~6c~~) below, mobile food
2 establishments are permitted as ~~a~~long-term accessory use supporting the following
3 primary uses:

4 ~~a~~1. Eating and drinking establishments located on lots zoned MU-1 or a PUD which
5 abuts a MU-1 or MU-2 zoned parcel;

6 ~~b~~2. A multi-tenant center where the mobile food establishment is located within an
7 internally oriented pedestrian promenade which is not visible from the public right-of-
8 way;

9 ~~e~~3. Small-scale alcohol production facilities;

10 ~~d~~4. Event centers;

11 ~~e~~5. Municipal parks and recreation facilities; and

12 ~~f~~6. Public and private education facilities, corporate office campuses, and
13 business/industrial parks, at which the mobile food establishment provides service to
14 the students of ~~f~~ employees of the hosting organization; and

15 7. Homeowners Association-owned common areas.

16 (~~6~~) ~~Annual permit required.~~

17 ~~a~~c. ~~Except as provided below, a~~An annual permit from the city for each calendar year
18 beginning January 1 shall be required for ~~the operation of a mobile food establishment~~
19 long term accessory use.

20 1. The property owner or tenant who is hosting the mobile food establishment shall be
21 responsible for obtaining the permit.

22 ~~2.~~ The property owner shall attest that all mobile food establishments hosted on-site
23 have the required Williamson County and Cities Health District and Round Rock Fire
24 Department permits and inspections and are in compliance with all applicable
25 regulations. Mobile food establishments may be shut down immediately by the
26 Williamson County and Cities Health District or the Fire Department if they are in
27 violation of any permitting or inspection requirements, including displaying the proper
28 permits.

29 ~~3.~~ The zoning administrator may revoke a permit issued under this section (5) if the
30 permit holder is found to be in violation of section (2) above three (3) times in a
31 twelve (12) month period. The permit shall remain revoked for twelve (12) months
32 from the date of revocation.

33 ~~b~~4. A site map showing the proposed location of the mobile food establishment(s) shall
34 be provided;.

35 ~~e~~5. Applications for mobile food establishment permits shall be accompanied by the
36 appropriate fee as set forth in appendix A of the Code of Ordinances; Municipal
37 parks and recreation facilities and homeowner association properties shall be exempt
38 from fees.

39 ~~d~~6. The mobile food establishment shall not operate during the hours that the primary
40 use is closed;.

41 ~~e~~7. It shall be unlawful for the owner of a mobile food establishment which is visible from
42 public rights-of-way to park the vehicle overnight at the location of their associated
43 primary use on any Sunday, Monday, Tuesday, Wednesday, or Thursday night,
44 except for Sunday and Thursday nights that coincide with a federal holiday the
45 following day; ~~and~~.

46 8. All signage and identification for the mobile food establishment shall be on or
47 attached to the vehicle. Menu items may be displayed on sandwich boards which are
48 not attached to the vehicles.

1 f9. Sites smaller than one (1) acre are prohibited from having more than two (2) mobile
2 food establishments on-site at any time.

3 (5) Mobile food establishment park.

4 a. Upon the issuance of an annual permit as set forth in subsection (b) below, mobile food
5 establishment parks are permitted as an accessory use supporting the following primary
6 uses:

7 1. Public and private education facilities;

8 2. Corporate office campuses;

9 3. Business/industrial parks; and

10 4. Municipal parks and recreation facilities.

11 b. An annual permit from the city for each calendar year being beginning January 1 shall be
12 required for a mobile food establishment park.

13 1. The property owner shall be responsible for obtaining the permit.

14 2. The property owner shall attest that all mobile food establishments within the mobile
15 food establishment park have the required Williamson County and Cities Health
16 District and Round Rock Fire Department permits and inspections and are in
17 compliance with all applicable regulations. Mobile food establishments may be shut
18 down immediately by the Williamson County and Cities Health District or the Fire
19 Department if they are in violation of any permitting or inspection requirements,
20 including displaying the proper permits.

21 3. The zoning administrator may revoke a permit issued under this section (5) if the
22 permit holder is found to be in violation of section (2) above three (3) times in a
23 twelve (12) month period. The permit shall remain revoked for twelve (12) months
24 from the date of revocation.

25 4. A mobile food park manager shall be designated for the property on the permit
26 application and posted on-site with contact information.

27 5. A site map showing the proposed location of the mobile food establishments within
28 the park and any other associated structures shall be provided, including required
29 restroom facilities. A building permit shall be required for any permanent structures
30 associated with the mobile food establishment park.

31 6. All mobile food establishment parks shall have restroom facilities with hand washing
32 onsite. These facilities shall be open and available during the hours the park is open
33 for business. The following types of facilities shall be allowed;

34 i. A freestanding restroom structure constructed in accordance with the city's code.

35 ii. An on-site principal building's restrooms may be utilized with a separate entrance
36 provided for park use.

37 iii. A mobile restroom trailer with a minimum of two (2) separate lockable stalls
38 (men's and women's facility). Handicap accessible stalls shall be available and
39 may required a third restroom unit.

40 7. Signage and identification for individual mobile food establishments within the park
41 shall be on or attached to the vehicle. Menu items may be displayed on sandwich
42 boards which are not attached to the vehicle. Mobile food establishment parks may
43 install one (1) on-site post and panel sign within the park area that meets the size,
44 height, materials and illumination standards provided in section 8-78(j). This sign
45 shall meet applicable location requirements for freestanding signs in accordance with
46 section 8-78(d). If a freestanding post and panel sign will be added to the park, a
47 separate sign permit with associated fee shall be required.

1 8. Applications for mobile food establishment park permits shall be accompanied by the
2 appropriate fees as set forth in Appendix A of the Code of Ordinances. Municipal
3 parks and recreation facilities shall be exempt from those fees.

4 ~~(76)~~ *Short-term accessory use.*

5 a. Upon issuance of a three-day permit as described in subsection ~~(8b)~~ below, mobile food
6 establishments are permitted as an accessory use supporting the following uses:

7 a1. Property located within a Commercial Zoning District, which contains an operational
8 business;

9 b2. Property located within an Employment and Industrial Zoning District which contains
10 an operational business;

11 c3. Small-scale alcohol production facilities;

12 d4. Event centers;

13 e5. Community/government service facilities/places of worship;

14 f6. Municipal parks and recreation facilities; ~~and~~

15 7. Homeowner Association-owned common areas; and

16 g8. Public and private education facilities, corporate office campuses, and
17 business/industrial parks, at which the mobile food establishment provides services
18 to the students or employees of the hosting organization.

19 ~~(8) Three-day permit required.~~

20 b. A three-day permit shall be required for short-term accessory use.

21 a1. Each event shall be for a maximum of three (3) consecutive days.

22 b2. A maximum of four (4) permits within each calendar year shall be used for each
23 property.

24 c3. The property owner or tenant who is hosting the event shall be responsible for
25 obtaining the permit. If a tenant applies for the permit, the signature of the property
26 owner or property management company must be on the application.

27 4. The permit applicant shall attest that all mobile food establishments hosted on-site
28 have the required Williamson County and Cities Health District and Round Rock Fire
29 Department permits and inspections and are in compliance with all applicable
30 regulations. Mobile food establishments may be shut down immediately by the
31 Williamson County and Cities Health District or the Fire Department if they are in
32 violation of any permitting or inspection requirements, including displaying the proper
33 permits.

34 5. The zoning administrator may limit permits issued under this section if the permit
35 holder is found to be in violation of section (4) above three (3) times in a twelve (12)
36 month period. The permit shall remain revoked for twelve (12) months from the date
37 of revocation.

38 d6. ~~All~~ applications for mobile food establishment permits shall be accompanied by the
39 appropriate fee as set forth in appendix A the Code of Ordinances. Municipal parks
40 and recreation facilities and homeowner association properties shall be exempt from
41 the fees.

42 **II.**

43
44 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
45 expressly repealed.

1 **B.** The invalidity of any section or provision of this ordinance shall not
2 invalidate other sections or provisions thereof.

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

9 Alternative 1.

10 By motion duly made, seconded and passed with an affirmative vote of all the
11 Council members present, the requirement for reading this ordinance on two separate
12 days was dispensed with.

13 **READ, PASSED, and ADOPTED** on first reading this ____ day of
14 _____, 2021.

15 Alternative 2.

16 **READ and APPROVED** on first reading this the ____ day of
17 _____, 2021.

18 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
19 _____, 2021.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider an ordinance authorizing the issuance and sale of one or more series of City of Round Rock, Texas Venue Tax and Hotel Occupancy Tax Revenue Refunding Bonds; approving and authorizing an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, an Escrow Agreement and other related documents; Establishing the procedures for selling and delivering the Bonds, and authorizing other matters relating to the Bonds. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Ordinance

Department: Finance Department

Text of Legislative File 2021-186

This item will authorize the City to issue an aggregate principal amount of approximately \$7,000,000 to refund the series 2012 Venue Tax and Hotel Occupancy Tax Revenue bonds. The refunding will be priced on or around August 5, 2021.

The City has an opportunity to refinance this debt with a savings of approximately \$35,000 a year for 17 years for a total estimated savings of \$595,000. The Net Present Value benefit is approximately 7.4% of the refinanced par amount of the bonds and is net of all refunding costs.

These bonds were originally issued to finance approximately 33% of the Sports Center. The Sports Center was jointly funded with these bonds, an internal loans of \$7,240,820 from General Self Financed Construction and \$7,540,717 from the Hotel Occupancy Tax (HOT) fund.

ORDINANCE NO. O-2021-186

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF CITY OF ROUND ROCK, TEXAS VENUE TAX AND HOTEL OCCUPANCY TAX REVENUE REFUNDING BONDS; APPROVING AND AUTHORIZING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND OTHER RELATED DOCUMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted July 8, 2021

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 2. AMOUNT AND PURPOSE OF THE BONDS. The Bond or Bonds of the City further described in Section 3(a) of this Ordinance and herein defined as the Bonds are hereby authorized to be issued and delivered in the aggregate principal amount not to exceed \$7,000,000 for the purpose of (i) refunding the Refunded Obligations and (ii) paying the costs associated with the issuance of the Bonds.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND TERMS OF THE BONDS. (a) Each bond issued pursuant to this Ordinance for the purpose described in Section 2 of this Ordinance shall be designated: "**CITY OF ROUND ROCK, TEXAS VENUE TAX AND HOTEL OCCUPANCY TAX REVENUE REFUNDING BOND, SERIES 202_**". The Bonds shall be designated by the year in which the Bonds are awarded as set forth in the Pricing Certificate. If more than one series of Bonds is issued pursuant to this Ordinance, a letter designation may be added to the name of the Bonds as set forth in the Pricing Certificate.

(b) There initially shall be issued, sold and delivered under this Ordinance fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 respectively) payable to the initial registered owner(s) (as designated in subsection (c) of this section), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof maturing not later than December 1, 2037, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (c) of this section. The authority of the Pricing Officer to execute and deliver a Pricing Certificate for one or more series of the Bonds shall expire at 5:00 P.M. central daylight savings time on July 8, 2022. Bonds priced on or before July 8, 2022 may close after such date.

(c) As authorized by Chapter 1207.007, Texas Government Code, as amended, and Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more series of the Bonds, determining which of the Refundable Obligations shall be refunded and constitute Refunded Obligations under this Ordinance and carrying out the other

procedures specified in this Ordinance, including determining and fixing the Bonds as Taxable Bonds or Tax-Exempt Bonds, the date of each series of the Bonds, any additional or different designation or title by which each series of the Bonds shall be known, the price at which one or more series of the Bonds will be sold, the years in which one or more series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which each series of the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of each series of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 3.0% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 2, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the City's best interest and shall have the same force and effect as if such determination were made by the City Council, and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect. Each Pricing Certificate is hereby incorporated by reference into and made a part of this Ordinance.

(d) To achieve advantageous borrowing costs for the City, each series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell each series of the Bonds by a negotiated, placement or competitive sale, the Pricing Officer shall take into account the financial condition of the City, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on each series of the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to sell the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a Series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a bond purchase contract or other agreement for the Bonds to be sold by negotiated sale or placement at such price, with and subject to such terms as determined by the Pricing Officer pursuant to subsection (c) above. Each bond purchase contract or other agreement shall be substantially in the form and substance previously approved by the City in connection with previous refunding with such changes as the Pricing Officer executing the same may approve, such approval to be received by execution of such contract or agreement including any provisions determined to be necessary by the Pricing Officer and Bond Counsel in the event that such Series of Bonds is being sold in a forward delivery transaction.

(e) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(f) The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Ordinance and in the Pricing Certificate.

(g) In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

(h) The term "Bonds" as used in this Ordinance shall mean and include the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 4. REDEMPTION AND NOTICE OF REDEMPTION AND DEFEASANCE. (a) The City reserves the right to and shall redeem the Bonds on the dates and in the manner set forth in the FORM OF BOND set forth in Exhibit "B" to this Ordinance and the Pricing Certificate.

(b) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(c) Each notice of redemption or defeasance, whether required in the FORM OF BOND or in this section, shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication and mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed or paid, including a contact person and telephone number.

(d) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the

City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(e) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

(f) The failure of any Owner of the Bonds to receive notice given as provided in this section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

(g) So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this section only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bonds.

Section 5. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, and Exchange; Authentication. The Pricing Officer in the Pricing Certificate shall select an eligible institution to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar"). The City shall keep or cause to be kept at the designated office for payment of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar, in substantially the form presented to the City Council at the meeting at which this Ordinance was considered, is hereby approved and the Mayor and City Clerk of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof as evidenced by their execution thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a

substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Registration of assignments, transfers and exchanges of the Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in Exhibit "B" to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, as amended, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Ordinance and the Pricing Certificate. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying

Agent/Registrar will be one entity; however, the Paying Agent/Registrar may be separate entities. The City reserves the right to, and may, at its option and to the extent permitted by law, (i) act in the capacity of Paying Agent/Registrar or (ii) change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will assume the duties or will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 6 shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly

authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Letter of Representation. The officers of the City have previously executed a Blanket Letter of Representations for and on behalf of the City and the City acknowledges the use of such Blanket Letter with DTC in establishing the Book-Entry-Only System with respect to the Bonds.

Section 6. INITIAL BOND. The Bonds herein authorized shall initially be issued as a fully registered bond, being one bond (hereinafter called the "Initial Bond"). The Initial Bond shall be registered in the name of the initial purchaser of the Bonds or the designees thereof as set forth in the Pricing Certificate. The Initial Bond shall be submitted to the Office of the Attorney General of the State of Texas for approval and registration by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser thereof. Immediately after the delivery of the Initial Bond on the closing date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 5(f), all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Section 7. FORM OF BOND. The form of each Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form set forth in Exhibit "B" hereto and the Pricing Certificate, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 8. SECURITY OF BONDS AND ADDITIONAL PARITY OBLIGATIONS AND PLEDGE OF HOT PLEDGED REVENUES AND VENUE TAX REVENUES. The Bonds shall be entitled to the security and benefits of this Ordinance. The City hereby covenants and agrees that the HOT Pledged Revenues are hereby irrevocably pledged to the payment and security of the Bonds, the Outstanding Parity Obligations and any Additional Parity Obligations. The City additionally hereby covenants and agrees that the Venue Tax Revenues are also irrevocably pledged to the payment and security of the Bonds and any Outstanding Venue Parity Obligations and Additional Parity Obligations issued in the future as Venue Parity Obligations. Any Additional Parity Obligations may be further secured and payable from reserve and pledged funds as provided in the Supplemental Ordinance authorizing any such Additional Parity Obligations. The Parity Obligations, and the interest thereon, shall constitute a lien on and pledge of the HOT Pledged Revenues (and Venue Tax Revenues for Venue Parity Obligations) and the lien is hereby created on the HOT Pledged Revenues (and Venue Tax Revenues for Venue Parity Obligations) for the payment and security of the Parity Obligations which lien shall be superior to the lien on and pledge of the HOT Pledged Revenues (and Venue Tax Revenues for Venue Parity Obligations) securing payment of any Subordinate Lien Obligations hereafter issued by the City.

Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the HOT Pledged Revenues and Venue Tax Revenues granted by the City under this section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the HOT Pledged Revenues and Venue Tax Revenues granted by the City under this section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9. SPECIAL FUNDS. The creation of the Venue Project Fund (consisting of a Venue Revenue Account and a Venue Project Account) and the Venue Debt Service Fund are hereby confirmed for the benefit of the Holders of Venue Parity Obligations. Additionally, the creation of the Revenue Fund, the Debt Service Fund and the Reserve Fund for the benefit of the Holders of Parity Obligations are hereby confirmed. The creation of the Escrow Fund as provided in the Escrow Agreement is hereby authorized.

Section 10. VENUE REVENUE ACCOUNT, REVENUE FUND AND DEBT SERVICE FUND. (a) Venue Revenue Account. The City hereby covenants and agrees that

while any Venue Parity Obligations are outstanding the Venue Tax shall be deposited and credited to the Venue Revenue Account within the Venue Project Fund as provided in this Ordinance.

(b) Venue Debt Service Fund. Money in the Venue Debt Service Fund shall be used to pay the principal of, redemption premium, if any, and interest on the Venue Parity Obligations as the same become due and payable. Money in this fund is pledged to secure the equal and ratable payment of all Venue Parity Obligations. Accrued interest and capitalized interest, if any, received from the initial purchaser of any Venue Parity Obligations shall be taken into consideration and reduce the amount of the deposits and credits required to be deposited into the Venue Debt Service Fund

(b) Revenue Fund. The City hereby covenants and agrees that while any Parity Obligations are outstanding the HOT Pledged Revenues shall be deposited and credited to the Revenue Fund as provided in this Ordinance.

(c) Debt Service Fund. Money in the Debt Service Fund shall be used to pay the principal of, redemption premium, if any, and interest on the Parity Obligations as the same become due and payable. Money in this fund is pledged to secure the equal and ratable payment of all Parity Obligations. Accrued interest and capitalized interest, if any, received from the initial purchaser of any Parity Obligations shall be taken into consideration and reduce the amount of the deposits and credits required to be deposited into the Debt Service Fund.

Section 11. FLOW OF FUNDS. (a) Venue Tax. The Bonds are Venue Parity Obligations. All Venue Tax deposited and credited to the Venue Revenue Account shall be pledged and appropriated to the extent required and in the priority as set forth below:

FIRST: to the payment of the amounts required to be deposited in the Venue Debt Service Fund for the payment of principal of, premium, if any, and interest on the Bonds and any other Venue Parity Obligations as the same become due and payable (whether at Stated Maturity or upon redemption). The City shall deposit into the Venue Debt Service Fund an amount equal to 100% of the amount required to pay fully the next scheduled interest and principal and redemption payments for the Venue Parity Obligations coming due in such year.

SECOND: to the payment of any Subordinate Lien Obligations secured by Venue Tax Revenues.

THIRD: all remaining Venue Tax to be used for any lawful purpose for the Venue Project in accordance with Chapter 334 Local Government Code.

Subject to making the deposits and credits required by this Ordinance, or any Supplemental Ordinance authorizing the issuance of Additional Parity Obligations issued as Venue Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations secured by Venue Tax Revenues hereafter issued by the City, the excess Venue Tax may be used for any lawful purpose.

If on any occasion there shall not be sufficient Venue Tax Revenues (after making all payments pertaining to all Venue Parity Obligations and taking into account any Hotel Tax deposits) to make the required deposits and credits under this subsection, then such deficiency shall be cured as soon as possible from the next available unallocated Venue Tax Revenues and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) HOT Pledged Revenues. The Bonds are additionally payable from and secured by a first lien on HOT Pledged Revenues. The Bonds are Parity Obligations pursuant to the ordinances authorizing other Parity Obligations, including the Reserve Fund established therein. Transfers will be made from the Revenue Fund and Reserve Fund, if necessary, to the Venue Debt Service Fund if the transfers from the Venue Revenue Account are insufficient to fully fund the Venue Debt Service Fund with respect to the Bonds and any other Venue Parity Obligations as described in subsection (a) above.

All HOT Pledged Revenues deposited and credited to the Revenue Fund shall be pledged and appropriated to the extent required and in the priority as set forth below:

FIRST: to the payment of the amounts required to be deposited in the Debt Service Fund (and to the extent required above to the Venue Debt Service Fund) for the payment of principal of, premium, if any, and interest on the Parity Obligations as the same become due and payable (whether at Stated Maturity or upon redemption). The City shall deposit into the Debt Service Fund an amount equal to 100% of the amount required to pay fully the next scheduled interest and principal and redemption payments for the Parity Obligation coming due in such year (taking into account amounts deposited to the Venue Debt Service Fund).

SECOND: pro rata to the payment of the amounts required to be deposited to (a) the Reserve Fund confirmed by this Ordinance to accumulate and maintain the Required Reserve Amount and (b) each other reserve fund created and established to maintain a reserve in accordance with the provisions of any Supplemental Ordinance relating to the issuance of any Additional Parity Obligations hereafter issued by the City.

THIRD: to the payment of Subordinate Lien Obligations.

FOURTH: all remaining HOT Pledged Revenues shall be transferred to the Revenue Fund to be used for any lawful purpose.

If on any occasion there shall not be sufficient HOT Pledged Revenues (after making all payments pertaining to all Parity Obligations) to make the required deposits and credits to the Debt Service Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated HOT Pledged Revenues and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

Subject to making the deposits and credits required by this Ordinance, or any Supplemental Ordinance authorizing the issuance of Additional Parity Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien

Obligations hereafter issued by the City, the excess HOT Pledged Revenues may be used for any lawful purpose.

Section 12. RESERVE FUND. (a) To accumulate and maintain a reserve for the payment of any Parity Obligations equal to the Average Annual Debt Service Requirements of the Parity Obligations (calculated by the City at the beginning of each Fiscal Year or as otherwise provided in this Ordinance) (the "Required Reserve Amount"), the Reserve Fund has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Fund shall be retained in the Reserve Fund until the Reserve Fund contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Revenue Fund. No deposit to the Reserve Fund will be required from the proceeds of the Bonds, because at closing the Reserve Fund will contain the Required Reserve Amount without the need for any such deposit. All funds, investments and Reserve Fund Obligations on deposit and credited to the Reserve Fund to the extent not in excess of the Required Reserve Amount shall be used solely for (i) the payment of the principal of and interest on the Parity Obligations, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Fund Obligation payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Parity Obligations.

(b) When and for so long as the cash, investments and Reserve Fund Obligations in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Fund by resuming the deposits to such Fund from the HOT Pledged Revenues by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each interest payment date until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Fund during any six month period beginning on an interest payment date until there has been deposited into the Debt Service Fund the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Fund Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of HOT Pledged Revenues on deposit in the Revenue Fund, but subject to making the full deposits and credits to the Debt Service Fund required to be made by the next following interest payment date, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Debt Service Fund, the HOT Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Fund Obligation Payments when due, and to cure any deficiency in such amounts as required by the terms of this Ordinance.

During such time as the Reserve Fund contains the Required Reserve Amount, or any cash is replaced with a Reserve Fund Obligation pursuant to subsection (c) below, the City may, at its option: (1) to the extent that funds in the Reserve Fund constitute proceeds of Parity Obligations, (a) transfer surplus funds on deposit in the Reserve Fund that are generated by a refunding of Parity Obligations into the Debt Service Fund or any escrow established for such refunded Parity Obligations and (b) use surplus funds on deposit in the Reserve Fund generated by cash being

replaced with a Reserve Fund Obligation to complete the project for which Parity Obligations were authorized or for other costs for which the City could issue Parity Obligations, but only if such costs are within the scope of proposition(s) authorizing the applicable Pledge Revenues; or (2) to the extent that funds in the Reserve Fund do not constitute proceeds of Parity Obligations, otherwise use surplus funds on deposit in the Reserve Fund in any manner permitted by law.

(c) A Reserve Fund Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Parity Obligations may be used in lieu of depositing cash into the Reserve Fund. In addition, a Reserve Fund Obligation may be substituted for monies and investments in the Reserve Fund if the substitution of the Reserve Fund Obligation will not, in and of itself, cause any ratings then assigned to the Parity Obligations by any rating agency to be lowered and the ordinance authorizing the substitution of the Reserve Fund Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) A Reserve Fund Obligation permitted under (a) above, must be in the form of a surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Parity Obligations (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "AAA" or "Aaa", respectively, by S&P and Moody's, or (ii) a surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Fund Obligation for any claims or draws upon such Reserve Fund Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Fund Obligation Payment) shall be made from the deposits made to the Reserve Fund as provided in this section. The Reserve Fund Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Fund Obligation becomes insolvent, or (b) the issuer of a Reserve Fund Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "AAA" or "Aaa", by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Fund Obligation shall be subordinated to the cash replenishment of the Reserve Fund.

(3) In the event (a) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated, or (b) the rating of the claims paying ability of the

issuer of the surety bond or insurance policy falls below "AAA" or "Aaa", by S&P and Moody's, respectively, the City shall either (i) deposit into the Reserve Fund, in accordance with this section, an amount sufficient to cause the cash or investments credited to the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above, within six months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A" by S&P and Moody's, or (b) the issuer of the Reserve Fund Obligation defaults in its payment obligations hereunder, or (c) the issuer of the Reserve Fund Obligation becomes insolvent, the City shall either (i) deposit into the Reserve Fund, in accordance with this section, amounts sufficient to cause the cash or investments on deposit in the Reserve Fund to accumulate to the Required Reserve Amount, or (ii) replace such instrument with a surety bond or insurance policy meeting the requirements of 1 and 2 above within six months of such occurrence.

(4) The Paying Agent/Registrar shall ascertain the necessity for a claim or draw upon any Reserve Fund Obligation and provide notice to the issuer of the Reserve Fund Obligation in accordance with its terms not later than three days (or such appropriate time period as will, when combined with the timing of required payment under the Reserve Fund Obligation, ensure payment under the Reserve Fund Obligation on or before the interest payment date) prior to each date upon which the principal of or interest on the Parity Obligations will be due.

It is recognized that a Reserve Fund Obligation may be issued which is payable only with respect to a part of the Bonds or Parity Obligations with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Fund will have to be made on a pro-rata basis. Therefore, (i) draws upon one or more such Reserve Fund Obligations shall be made on a pro-rata basis with cash and investments available in the Reserve Fund and (ii) deposits and credits to the Reserve Fund to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Fund Obligation Payments to reimburse the issuers of the Reserve Fund Obligations, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

Section 13. APPLICATION OF BOND PROCEEDS AND OTHER FUNDS.

Proceeds from the sale of the Bonds, and any contribution from the City, will be disbursed in accordance with this section as follows:

(i) Moneys received from the initial purchasers of the Bonds representing accrued interest, if any, on the Bonds from their dated date to the date of their actual delivery shall be deposited into the Venue Debt Service Fund.

(ii) Moneys necessary to defease and redeem the Refunded Obligations shall be deposited into the Escrow Fund.

(iii) Any remaining Bond proceeds after making the other deposits shall be used to pay costs of issuance of the Bonds.

Section 14. INVESTMENT OF FUNDS - VALUATION - TRANSFER OF INVESTMENT INCOME - SECURITY OF FUNDS. Moneys in all funds, accounts and subaccounts established pursuant to this Ordinance and any supplement or ordinance will be held uninvested or invested and secured in the manner prescribed by State law for such funds and in accordance with the applicable supplement or ordinance and written policies adopted by the City. The investments of each account and subaccount shall be made under conditions that will timely provide money sufficient to satisfy the City's obligations hereunder and under any supplement. Money in all funds, accounts and subaccounts established pursuant to this Ordinance and any supplement or ordinance may be combined for investment purposes, as directed by the City. Such treatment does not constitute a commingling of the money in such accounts and subaccounts and the City shall keep or cause to be kept full and complete records indicating the money, investments and securities credited to each such account and subaccount. Any profits or losses from investments shall be credited or charged, respectively, on a pro rata basis among the accounts and other sources of money from which such investment was made.

Section 15. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Obligations, including this Ordinance, and in each and every Parity Obligation; it will promptly pay or cause to be paid the principal of and interest on every Parity Obligation on the dates and in the places and manner prescribed in such ordinances, indentures and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Funds as provided in this Ordinance.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City payable in accordance with their terms.

(c) Title. It has lawful title to the lands, buildings, structures and facilities constituting the Venue Project, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, against the claims and demands of all persons whomsoever; that it is lawfully qualified to pledge the Venue Tax Revenues and HOT Pledged Revenues to the payment of the Bonds and Additional Parity Obligations (with respect to Venue Tax Revenues, to the extent issued as Venue Parity Obligations) in the manner prescribed herein, and has lawfully exercised such rights.

(d) Further Encumbrance. While the Venue Parity Obligations are outstanding and unpaid, it will not additionally encumber the Venue Tax Revenues and the HOT Pledged Revenues

in any manner, except as permitted in this Ordinance in connection with Additional Parity Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance and the ordinances authorizing other Parity Obligations; but the right of the City to issue or incur obligations payable from a subordinate lien on the Venue Tax Revenues and/or HOT Pledged Revenues is specifically recognized and retained.

(e) Sale or Disposal of Property. While the Venue Parity Obligations are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the Venue Project.

(f) Insurance. (1) General. It shall cause to be insured such parts of the Venue Project as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance, provided, however, the City shall not be obligated to provide liability insurance so long as any lease agreement to a third-party is in effect. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Venue Parity Obligations and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the Venue Project shall be used promptly as follows:

- (i) for the redemption prior to maturity of the Venue Parity Obligations, ratably in the proportion that the Outstanding principal of each series of Venue Parity Obligations bears to the total Outstanding principal of all Venue Parity Obligations, provided that if on any such occasion the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or
- (ii) if none of the Outstanding Venue Parity Obligations is subject to redemption, then for the purchase on the open market and retirement of said Venue Parity Obligations in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Venue Parity Obligation shall not exceed the redemption price of such Venue Parity Obligation on the first date upon which it becomes subject to redemption; or

- (iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at a Depository of the City, to be designated the Insurance Fund. The Insurance Fund shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Fund, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) Coinsurance. The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) Audit. The annual audit hereinafter required shall contain a note commenting on whether or not the City has complied with the requirements of this section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) Source of Payment. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the Hotel Tax, but nothing herein shall be construed as preventing the City from doing so.

(g) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the Venue Project, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the Venue Project.

(h) Collections and Rates. While the Venue Parity Obligations are Outstanding and unpaid, the City shall not lower or repeal the Venue Tax or the Hotel Tax and shall diligently pursue the collection of any unpaid Venue Tax and any unpaid Hotel Tax.

(i) Pledge of Venue Tax and Hotel Tax. The pledge and establishment of the Venue Tax and the Hotel Tax shall constitute a continuing obligation of the City with respect to such establishment and a continuing appropriation of the amounts received. The City shall establish and maintain at all times the Venue Tax and the Hotel Tax in accordance with law and shall provide for the collection thereof and segregation and application of the Venue Tax Revenues and HOT Pledged Revenues to pay principal and interest while the Venue Parity Obligations are Outstanding.

Section 16. RECORDS AND ACCOUNTS, ANNUAL AUDIT AND OTHER INFORMATION. The City covenants and agrees that so long as any of the Venue Parity Obligations remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to Venue Tax Revenues and HOT Pledged Revenues in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business

and affairs relating thereto, as provided by generally accepted accounting principles, consistently applied, and by other applicable law. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. Copies of each annual audit shall be made available for public inspection during normal business hours at the City Clerk's office and shall be furnished to, upon written request, any Holder.

Section 17. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement funds to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior tax-exempt bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Account. In order to facilitate compliance with the above covenant in subsection (a)(9), a "Rebate Account" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Account is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the

U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The City covenants that the property financed or refinanced by the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Taxable Bonds. In connection with the issuance of any Series of Taxable Bonds, the Pricing Officer may establish additional accounts or funds as necessary to distinguish Taxable Bond proceeds from Tax-Exempt Bond proceeds.

Section 18. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after the year in which the Bonds are sold, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 29 of this Ordinance, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "D" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial

statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to

covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding in accordance with Section 25 of this Ordinance.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF

ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 19. ISSUANCE OF ADDITIONAL PARITY OBLIGATIONS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver additional parity revenue bonds or other obligations (herein

called "Additional Parity Obligations"), in accordance with law, in any amounts, for purposes of (i) any projects or purposes that are a lawful use of the Hotel Tax or (ii) refunding of any Parity Obligations or Subordinate Lien Obligations. Such Additional Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Parity Obligations, from the lien on and pledge of the HOT Pledged Revenues herein granted. Additionally, any such Additional Parity Obligations issued as Venue Parity Obligations, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with all other Outstanding Venue Parity Obligations, from the lien on and pledge of the Venue Tax Revenues herein granted.

(b) The Debt Service Fund shall secure and be used to pay all Parity Obligations. However, each ordinance under which Additional Parity Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance, the provisions of any ordinance authorizing any Outstanding Parity Obligations and the provisions of any other Supplemental Ordinance authorizing Additional Parity Obligations to be deposited to the credit of the Debt Service Fund, the City shall deposit to the credit of the Debt Service Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Parity Obligations then being issued, as the same come due.

(c) Each Supplemental Ordinance authorizing Additional Parity Obligations shall provide and require that in addition to the amounts required by the provisions of this Ordinance the City shall deposit to the credit of the Reserve Fund at least such amounts as are required to accumulate and maintain the Required Reserve Amount taking into account the Additional Parity Obligations.

(d) The City may create and establish other pledged funds pursuant to the provisions of any Supplemental Ordinance authorizing the issuance of Additional Parity Obligations for the purpose of securing that particular issue or series of Parity Obligations or any specific group, issue or series of Parity Obligations and the amounts once deposited or credited to said pledged funds shall be held solely for the benefit of the Holders of the particular Parity Obligations for which such pledged funds were established. Pledged funds shall be designated in such manner as is necessary to identify the Parity Obligations secured.

Section 20. FURTHER REQUIREMENTS FOR ADDITIONAL PARITY OBLIGATIONS. Additional Parity Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series or issue of Additional Parity Obligations shall be issued or delivered unless:

(a) The City Manager and the City Clerk of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition or obligation in connection with all Outstanding Parity Obligations, and the ordinances authorizing same, and that the Debt Service Fund, and the Reserve Fund contains the amount then required to be therein.

(b) The Designated Financial Officer of the City provides a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of

the then proposed Additional Parity Obligations, the HOT Pledged Revenues were, in the opinion thereof, at least equal to the sum of 1.40 times the Maximum Annual Debt Service Requirements (computed on a Fiscal Year basis), including Amortization Installments, of the Parity Obligations and the Additional Parity Obligations to be Outstanding after the issuance of the then proposed Additional Parity Obligations and 1.00 times the maximum annual debt service requirement (computed in the same manner as for Parity Obligations) of the Subordinate Lien Obligations to be outstanding after the issuance of the then proposed Additional Parity Obligations.

(c) In making a determination of HOT Pledged Revenues for any of the purposes described in this section, the Designated Financial Officer may take into consideration a change in the rates and charges in connection with the HOT Pledged Revenues that became effective at least 60 days prior to the last day of the period for which HOT Pledged Revenues are determined and, for purposes of satisfying the HOT Pledged Revenues tests described above, make a pro forma determination of the HOT Pledged Revenues for the period of time covered by said Designated Financial Officer's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Designated Financial Officer's certificate or opinion. Additionally, Venue Tax Revenues may be included along with HOT Pledged Revenues in any calculation required for the issuance of Additional Parity Obligations with respect to any Outstanding Venue Parity Obligations included therein.

Section 21. REFUNDING BONDS. The City reserves the right to issue Additional Parity Obligations to refund all or any part of the outstanding Parity Obligations or any other obligations of the City payable, in whole or in part, from the HOT Pledged Revenues, pursuant to any law then available, upon such terms and conditions as the City Council may deem to be in the best interest of the City and its inhabitants, and, unless all of the then outstanding Parity Obligations are refunded, the conditions precedent prescribed for the issuance of Additional Parity Obligations and the representations and certifications required in Sections 19 and 20 shall be satisfied and shall give effect to the Maximum Annual Debt Service Requirements of the proposed refunding Additional Parity Obligations (but shall not give effect to the Maximum Annual Debt Service Requirements of the obligations being refunded following their cancellation or provision being made for their payment); provided, however, if as a result of such refunding the Annual Debt Service Requirements are not increased in any Fiscal Year, the City shall not be required to satisfy the requirements of Section 20(b) as a requirement for the issuance of such refunding Additional Parity Obligations. In connection with such refunding the amount and value of the Required Reserve Amount shall be recalculated taking into account the Parity Obligations being refunded.

Section 22. ISSUANCE OF SUBORDINATE LIEN OBLIGATIONS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the HOT Pledged Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such HOT Pledged Revenues securing the payment of the Parity Obligations, as may be authorized by the laws of the State of Texas.

Section 23. LIMITED OBLIGATIONS OF THE CITY. The Venue Parity Obligations are limited, special obligations of the City payable from and equally and ratably

secured solely by a first lien on and pledge of Venue Tax Revenues and HOT Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Venue Parity Obligations from any funds raised or to be raised through taxation (other than the Venue Tax and Hotel Tax) or any other resources of the City.

Section 24. REMEDIES IN EVENT OF DEFAULT. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 25. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Venue Tax Revenues and HOT Pledged Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Bond.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this section which is not required

for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other section of this Ordinance which may be contrary to the provisions of this section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 26. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this section of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 7 of this Ordinance and the Pricing Certificate for Bonds issued in conversion and exchange for other Bonds.

Section 27. AMENDMENT OF ORDINANCE. (a) The holders of the Parity Obligations aggregating a majority in principal amount of the aggregate principal amount of then Outstanding Parity Obligations shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the holders of all of the effected Parity Obligations at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Obligations so as to:

- (1) Make any change in the maturity of the Outstanding Parity Obligations;
- (2) Reduce the rate of interest borne by any of the Outstanding Parity Obligations;
- (3) Reduce the amount of the principal payable on the Outstanding Parity Obligations;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Parity Obligations or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Parity Obligations then outstanding;

- (6) Change the minimum percentage of the principal amount of Parity Obligations necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this section, the City shall cause notice of the proposed amendment to be (i) published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks and (ii) mailed to all registered owners of the Outstanding Parity Obligations as of the day prior to the mailing of such notice. Such notice shall briefly set forth the nature of the proposed amendment.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Parity Obligations then Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then Outstanding Parity Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this section, and shall be conclusive and binding upon all future holders of the same Parity Obligation during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the registered owners of at least a majority in aggregate principal amount of the then outstanding Parity Obligations as in this section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this section, the fact of the holding of Parity Obligations issued in registered form without coupons and the amounts and numbers of such Parity Obligations and the date of their holding same shall be proved by the Registration Books of the Paying Agent/Registrar. For purposes of this section, the holder of a Parity Obligation in such registered form shall be the owner thereof as shown on such Registration Books. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

- (1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional

rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the holders of the Parity Obligations;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Obligations; and

(4) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Parity Obligations outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Parity Obligations issued after the date of the adoption of such modification.

Notice of any such amendment shall be mailed to all registered owners of Outstanding Parity Obligations as of the day prior to the mailing of such notice and may be published in the manner described in subsection (b) of this section; provided, however, that the publication or mailing of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance. No consent of owners is needed to authorize a supplemental ordinance or supplemental indenture in connection with the issuance of Additional Parity Obligations.

Section 28. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, BOND INSURANCE AND CUSIP NUMBERS. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Clerk of the City), a statement regarding any insurance policy and the assigned CUSIP numbers may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

Section 29. APPROVAL OF OFFICIAL STATEMENT, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. (a) Official Statement. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with the Rule. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his or her execution thereof.

(b) Paying Agent/Registrar Agreement. The form of Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar is hereby approved and the Mayor is hereby authorized to execute, and deliver such Paying Agent/Registrar Agreement.

(c) Escrow Agreement. The discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the City by the underwriters or purchasers, (b) to maximize the City's present value savings and/or to minimize the City's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this Ordinance; and, the Pricing Officer is hereby authorized to select the Escrow Agent and execute and deliver such Escrow Agreement, on behalf of the City, in multiple counterparts.

(d) Purchase of Escrowed Securities. A Pricing Officer and the Escrow Agent are each hereby authorized to (i) subscribe for, agree to purchase, and purchase Escrowed Securities for deposit into the escrow fund and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved and (ii) provide for such contributions to the escrow fund as are required in each Escrow Agreement.

Section 30. NOTICE OF DEFEASANCE/REDEMPTION. (a) To maximize the City's present value savings and to minimize the City's costs of refunding, the City hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrar, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(b) Attached to this Ordinance, as Exhibit "C", and made a part hereof for all purposes, is a form of the notice of deposit and prior redemption for the Refunded Obligations. The Pricing Officer is hereby authorized to amend, complete or modify such notices as necessary to call such Refunded Obligations for redemption.

Section 31. ADDITIONAL BOND INSURANCE PROVISIONS. In connection with the sale of the Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds. The Pricing Officer is hereby authorized to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the underwriter out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 32. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 33. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the Chief Financial Officer, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 34. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The

titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Venue Tax Revenues and HOT Pledged Revenues to secure the payment of the Bonds.

Section 35. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 36. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 37. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 38. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 39. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 40. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 41. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee

charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

Section 42. CREDIT AGREEMENTS. Pursuant to Chapter 1371 Texas Government Code, as amended, the City may execute and deliver one or more Credit Agreements (i) to additionally secure Parity Obligations or an issue or series or part of any issue or series of Parity Obligations or (ii) in connection with the authorization, issuance, sale, resale, security, exchange, payment, purchase, remarketing or redemption of Parity Obligations or an issue or series or part of an issue or series of Parity Obligations or interest on an issue or series or part of an issue or series of Parity Obligations without regard to whether a Credit Agreement was contemplated, authorized or executed in relation to the initial issuance, sale or delivery of Parity Obligations. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute: (i) Parity Obligations secured by a pledge of the Security on parity with all Parity Obligations, (ii) Subordinate Lien Obligations secured by a pledge of the Security subordinate to Parity Obligations or (iii) partially on a parity with Parity Obligations and partially as Subordinate Lien Obligations.

Section 43. EFFECTIVE DATE. This Ordinance shall become effective upon passage of this Ordinance.

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IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 18th day of August, 2021.

Mayor
City of Round Rock, Texas

ATTEST:

City Clerk
City of Round Rock, Texas

APPROVED AS TO LEGALITY:

City Attorney
City of Round Rock, Texas

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise. Any terms not otherwise defined herein have the meaning given in this Ordinance.

"Accountant" means an independent certified public accountant or accountants or a firm of an independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Additional Parity Obligations" means Bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Sections 19 and 20 of this Ordinance and which obligations are equally and ratably secured solely by a first lien on and pledge of the HOT Pledged Revenues on a parity with the Bonds.

"Amortization Installment" means, with respect to any Term Bonds of any series of Parity Obligations, the amount of money which is required to be deposited into a mandatory redemption account for retirement of such Term Bonds (whether at maturity or by mandatory redemption and including redemption premium, if any) provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"Annual Debt Service Requirements" means, as of the date of calculation, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Debt, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the City a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(3) Prepaid Debt. Principal of and interest on Bonds and Additional Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(4) Variable Rate. As to any Parity Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24

month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue Bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Obligations which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"Authorized Denominations" means with respect to the Bonds in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

"Average Annual Debt Service Requirements" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated Maturity of such Parity Obligations. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Bond Insurer" means any entity that insures or guarantees the payment of principal and interest on any Bonds or the provider of a Reserve Fund Obligation.

"Bonds" means the Venue Parity Obligations issued pursuant to this Ordinance with the designation provided for in Section 3 of this Ordinance and in the Pricing Certificate.

"Book-Entry-Only System" means the book-entry system of bond registration provided in Section 5 of this Ordinance, or any successor system of book-entry registration.

"Cede & Co." means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" and **"Issuer"** mean the City of Round Rock, Texas, and where appropriate, the City Council.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Compounded Amount**" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"**Compounding Dates**" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"**Current Interest Bonds**" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"**Credit Agreements**" has the meaning given in Chapter 1371, Texas Government Code, as amended.

"**Debt**" and "**Debt of the City payable from HOT Pledged Revenues**" mean:

(1) all indebtedness payable from HOT Pledged Revenues incurred or assumed by the City for borrowed money that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from HOT Pledged Revenues that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

"**Debt Service Fund**" means the special fund confirmed and maintained by the provisions of Sections 9 and 10 of this Ordinance.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify this definition of "Defeasance Securities" with respect to a series of Bonds by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the City to do so.

"Depository" means one or more official depository banks of the City.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"DTC Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Designated Financial Officer" means the chief financial officer or finance director of the City, or such other financial or accounting official of the City so designated by the City Council.

"Escrow Agent" means the financial institution selected by the Pricing Officer to perform such function in the Pricing Certificate or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreements by and between the City and the Escrow Agent relating to refunding the Refunded Obligations and the cash defeasance, respectively.

"Escrowed Securities" means such securities as are permitted investments pursuant to the ordinance(s) authorizing the Refunded Obligations for the defeasance escrow(s) as selected by the Pricing Officer to defease Refunded Obligations.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the Venue Project, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Funded Debt" means all Parity Obligations created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

"Funds" means collectively all funds created or confirmed in Section 9 of this Ordinance.

"Holder(s)" means the registered owner, whose name appears in the Registration Books, for any Parity Obligation.

"HOT Pledged Revenues" means (i) the Hotel Tax, (ii) amounts and investments on deposit in the Debt Service Fund, the Reserve Fund and the Revenue Fund plus (iii) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Obligations.

"Hotel Tax" means that portion of the receipts of the municipal hotel tax authorized pursuant to Chapter 351 of the Texas Tax Code, as amended, remaining after deducting the Local Tourism Requirement.

"Initial Bonds" means the Bonds authorized, issued, and initially delivered as provided in Section 6 of this Ordinance

"Lessee" means Round Rock Baseball Club, L.P., or any successor.

"Local Tourism Requirement" means that portion of the municipal hotel tax authorized pursuant to Chapter 351 of the Texas Tax Code, as amended, which represents the greater of (i) the State Mandated Set Aside or (ii) \$292,632 (adjusted upward each year, which commenced Fiscal Year 2008, by 3% on a compounded basis).

"MSRB" means the Municipal Securities Rulemaking Board.

"Maturity" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"Maximum Annual Debt Service Requirements" means the greatest requirements of Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

"Ordinance" means this ordinance adopted by the City Council on July 8, 2021 in connection with the issuance of the Bonds.

"Outstanding" when used with respect to Parity Obligations, means, as of the date of determination, all Parity Obligations theretofore delivered under this Ordinance and any ordinance authorizing Additional Parity Obligations, except:

- (1) Parity Obligations theretofore canceled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Parity Obligations deemed paid pursuant to the provisions of Section 25 of this Ordinance or any comparable section of any ordinance authorizing Additional Parity Obligations;
- (3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Parity Obligations; and
- (4) Parity Obligations under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"Paying Agent/Registrar" shall have the meaning set forth in Section 5(a) of this Ordinance.

"Parity Obligations" means the Bonds, the Outstanding Parity Obligations and any Additional Parity Obligations hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding obligations are payable from and equally and ratably secured by a first lien on and pledge of the HOT Pledged Revenues. For the avoidance of doubt, the term "Parity Obligations" includes all Venue Parity Obligations.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of each series of the Bonds.

"Pricing Officer" means the City Manager acting as the designated pricing officer of the City to execute the Pricing Certificate. In the absence of the City Manager, the Chief Financial Officer may act as the designated pricing officer of the City to execute the Pricing Certificate.

"Rating Agency" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Obligations.

"Record Date" means with respect to each interest payment date of a Bond, the date set forth in the Pricing Certificate.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate to be refunded.

"Refundable Obligations" means all or a portion of the City's outstanding Venue Tax and Hotel Occupancy Tax Revenue Bonds, Series 2012.

"Registration Books" means the records maintained by the Paying Agent/Registrar indicating the registered owner of the Parity Obligations.

"Reserve Fund" means the special fund confirmed and maintained by the provisions of Sections 9 and 12 of this Ordinance.

"Reserve Fund Obligations" means a surety bond or insurance policy deposited into the Reserve Fund to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Reserve Fund Obligation Payment" means any subrogation payment the City is obligated to make from HOT Pledged Revenues deposited into the Reserve Fund with respect to a Reserve Fund Obligation.

"Revenue Fund" means the special fund confirmed and maintained by the provisions of Sections 9 and 10 of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"State Mandated Set Aside" means not less than the amount of revenue received by the City from the municipal hotel tax at a rate of one percent of the cost of the room which is required to be allocated solely to advertising and conducting solicitation and promotional purposes to attract tourists and convention delegates or registrants to the City or its vicinity as provided in Section 351.103(a)(2) of the Texas Tax Code, as amended.

"Stated Maturity" means the annual principal payments of the Parity Obligations payable on the respective dates set forth in the Ordinance and any Supplemental Ordinance authorizing the issuance of such Parity Obligations.

"Subordinate Lien Obligations" means (i) any bonds, notes, warrants, certificates of obligation, contractual obligations or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the HOT Pledged Revenues, such pledge being subordinate and inferior to the lien on and pledge of the HOT Pledged Revenues that are or will be pledged to the payment of any Parity Obligations issued by the City, and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the HOT Pledged Revenues on a parity with the Subordinate Lien Obligations.

"Supplemental Ordinance" means the ordinances adopted by the City Council of the City from time to time in connection with the issuance of Additional Parity Obligations.

"Taxable Bonds" means the series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Bonds" means the series of Bonds bearing interest which is excludable from gross income for Federal taxation purposes pursuant to section 103 of the Code.

"Term Bonds" means those Parity Obligations so designated in the ordinances authorizing such bonds which shall be subject to retirement by operation of a mandatory redemption account.

"Term of Issue" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

"Venue Debt Service Fund" means the special fund confirmed and maintained by the provisions of Sections 9 and 10 of this Ordinance.

"Venue Parity Obligations" means Parity Obligations that are additionally payable from and equally and ratably secured by a first lien on and pledge of the Venue Tax Revenues.

"Venue Project" means constructing, equipping and improving the sports and community venue for a multi-purpose facility and related infrastructure that is used or is planned for use for one or more professional or amateur sports events, community events or other sports events as approved by the voters of the City on November 8, 2011 in accordance with Chapter 334, Local Government Code and Section 351.101(a)11, Tax Code.

"Venue Project Fund" means the special fund confirmed and maintained by the provisions of Sections 9 and 10 of this Ordinance, including the subaccounts in such fund.

"Venue Tax" means the 2% additional hotel occupancy tax approved by the voters of the City on November 8, 2011 and as levied by an ordinance of the City Council adopted on January 26, 2012.

"Venue Tax Revenues" means (i) the Venue Tax, plus (ii) amounts and investments on deposit in the Venue Debt Service Fund and the Venue Revenue Account of the Venue Project Fund.

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EXHIBIT B

FORM OF BOND

(All blanks and any appropriate or necessary insertions or deletions, to be completed as determined by the Pricing Officer in the Pricing Certificate.)

[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]

**R- UNITED STATES OF AMERICA PRINCIPAL
STATE OF TEXAS AMOUNT
CITY OF ROUND ROCK, TEXAS \$ _____
VENUE TAX AND HOTEL OCCUPANCY TAX REVENUE REFUNDING BOND,
SERIES 202_***

INTEREST RATE ISSUANCE DATE MATURITY DATE CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the **CITY OF ROUND ROCK, TEXAS** (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date at the Interest Rate per annum specified above, payable on _____, 20__*, and semiannually on each _____* and _____* thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated office for payment of _____*, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the _____* day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the fifteenth business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal office for payment of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Venue Debt Service Fund" referred to in and maintained by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Ordinance.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**[FORM OF FIRST PARAGRAPHS
OF PREMIUM COMPOUND INTEREST BOND]**

NO. PC-

**MATURITY
AMOUNT**
\$ _____

ISSUANCE DATE:	INTEREST RATE:	MATURITY DATE:	CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

The City of Round Rock, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20__*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

The Maturity Amount of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____, _____*, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the City required by the ordinance authorizing the issuance of the Bonds (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The City covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Paying Agent/Registrar, from the "Venue Debt Service Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Terms used in this Bond and not otherwise defined shall have the meaning given in the Ordinance.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall fall on a day other than a Business Day (each a "Non-Business Day"), then the date for such payment shall be the next succeeding day which is not a Non-Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of _____, 201__*, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____* for the purpose of (i) refunding the ARefunded Obligations@ and (ii) paying the costs associated with the issuance of the Bonds.

THE ISSUER reserves the right to redeem Bonds of this series maturing on and after _____, 20__*, in whole or in part on _____, 20__*, or any date thereafter, and, if in part, the Issuer will determine the maturity or maturities to be redeemed and the Paying Agent/Registrar shall determine, by lot or other customary method within a maturity, the particular Bonds to be redeemed, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

THE BONDS MATURING on _____* in the year 20__* (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing _____, 20__

Redemption Date	Principal Amount
_____, 20__	\$_____
_____, 20__*	_____*

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Venue Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.*

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any Authorized Denomination at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess of

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

thereof within a maturity (an "Authorized Denomination"). As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in an Authorized Denomination as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in an Authorized Denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the Issuer, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Bond called for redemption in part.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is a special obligation of the Issuer, and that the interest on and principal of this Bond, together with all other outstanding "Venue Parity Obligations" (as defined in the Ordinance), as such interest comes due, and as such principal matures, are payable from and secured by a lien on and pledge of the "Venue Tax Revenues" and "HOT Pledged Revenues", all as provided in the Ordinance.

THE ISSUER also has reserved the right, subject to restrictions stated in the Ordinance, to issue Additional Parity Obligations which also may be made payable from and equally and ratably secured by a first lien on and pledge of, the Venue Tax Revenues and HOT Pledged Revenues in the same manner and to the same extent as this series of Bonds.

THE ISSUER also has reserved the right, subject to restrictions stated in the Ordinance to issue Subordinate Lien Obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the HOT Pledged Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such HOT Pledged Revenues securing payment of the Bonds or any Additional Parity Obligations.

THE OWNER HEREOF shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation, except venue taxes and hotel occupancy taxes, or any sources other than those specified in the Ordinance.

NOTWITHSTANDING THE FOREGOING, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer, and countersigned with the manual or facsimile signature of the City Clerk of the Issuer and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Bond.

Countersigned:

City Clerk, City of Round Rock, Texas

Mayor, City of Round Rock, Texas

(CITY SEAL)

INSERTIONS FOR THE INITIAL BONDS

(i) The initial Current Interest Bonds shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, the City of Round Rock, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount	Interest Rate
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(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Current Interest Bond shall be numbered "T-1."

(i) The Initial Compound Interest Bond shall be in the form set forth in this Exhibit, except that:

A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.

B. The first paragraph of the Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in this Ordinance):

"The City of Round Rock, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, Payment at Maturity on _____* in each of the years and in the installments of the respective Maturity Amounts set forth in the following schedule:

<u>Amount</u>	<u>Year</u>	<u>Rate</u>
(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)		

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____, 20__*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table. All payments on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE:
REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in exchange for a bond or Bonds, or a portion of a bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication:

Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Bond and all rights hereunder unto

/ _____ /

(Assignee's Social Security or
Taxpayer Identification Number)

(Please print or typewrite Assignee's name and address,
including zip code)

and hereby irrevocably constitutes and appoints _____
attorney to transfer the registration of this Bond on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

NOTICE OF DEFEASANCE/REDEMPTION

NOTICE IS HEREBY GIVEN that the following obligations (the "Obligations") issued by the City of Round Rock, Texas (the "City") have been defeased and called for redemption prior to their scheduled maturities on December 1, 2021 (the "Redemption Date"), at a price of par plus accrued interest to the date of redemption, to-wit:

CITY OF ROUND ROCK, TEXAS VENUE TAX AND HOTEL OCCUPANCY TAX
REVENUE BONDS, SERIES 2012, maturing on December 1 in each of the years 20__
through 20__, inclusive, aggregating \$_____ in principal amount.

<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Numbers*</u>
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*The CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Obligations. The City is not responsible for the selection or the correctness of the CUSIP numbers set forth herein.

The Obligations shall be redeemed and shall no longer bear interest after the Redemption Date. The redemption price for the Obligations shall be paid upon presentation to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the Paying Agent, either in person or by mail, at the following address:

<u>First Class/Registered/Certified Mail</u>	<u>By Overnight or Courier</u>	<u>By Hand</u>
The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services P.O. Box 2320 Dallas, Texas 75221-2320	The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services 2001 Bryan Street, 9 th Floor Dallas, Texas 75201	The Bank of New York Mellon Trust Company, N.A. GIS Unit Trust Window 4 New York Plaza, 1st Floor New York, NY 10004

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering the Obligations for redemption.

CITY OF ROUND ROCK, TEXAS

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 18 of this Ordinance.

Accounting Principles

The accounting principles referred to in such section are the accounting principles described in the notes to the financial statements.



City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider an ordinance amending Chapter 2, Article II, Section 2-19, Code of Ordinances (2018 Edition), regarding the November regular monthly city council meetings. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/8/2021

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Ordinance - Redline

Department: City Clerk's Office

Text of Legislative File 2021-185

This ordinance amendment will move the November monthly city council meetings from the second and fourth Thursdays to the first and third Thursdays. This will remove the current conflict with the Thanksgiving holiday. The ordinance amendment will not affect any other city council meeting dates and December dates will remain the first and third Thursdays.

