



City of Round Rock

City Council

Meeting Agenda

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

Thursday, July 11, 2024

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 update from the Fire 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 minutes from the June 27, 2024 City Council meeting.

F.2 Consider a resolution authorizing the Mayor to execute an Agreement with Cobos Design & Construction for the purchase of painting services.

F.3 Consider a resolution authorizing the Mayor to execute an Agreement with Omega Industries for the purchase of painting services.

G. RESOLUTIONS:

- G.1 Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of fire trucks
- G.2 Consider a resolution authorizing the Mayor to execute an Agreement with Forensic Technology Inc. for ballistic imaging software.
- G.3 Consider public testimony regarding, and a resolution approving the CDBG 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.
- G.4 Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Bank, National Association and other related documents for Pace Shields for the golf carts at Forest Creek Golf Club.
- G.5 Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Bank, National Association and other related documents for a hauler vehicle and a beverage vehicle for the Forest Creek Golf Club.

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**I. ADJOURNMENT**

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 5th day of July 2024 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation and update from the Fire Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director:

Cost:

Indexes:

Attachments:

Department: Fire Department

Text of Legislative File TMP-24-0550



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of minutes from the June 27, 2024 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Meagan Spinks, City Clerk

Cost:

Indexes:

Attachments: 062724 Draft Minutes.pdf

Department: City Clerk's Office

Text of Legislative File TMP-24-0059



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, June 27, 2024

A. CALL MEETING TO ORDER

The Round Rock City Council met in regular session on June 27, 2024 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:05 pm.

B. ROLL CALL

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

Absent: 0

C. PLEDGES OF ALLEGIANCE

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

D. CITIZEN COMMUNICATION

There were no citizens wishing to speak.

E. STAFF PRESENTATIONS:

E.1 [Consider a presentation regarding the 2024 UniverCity graduating class.](#)

Joe Brehm, Community and Neighborhood Services Director presented the Spring 2024 Graduating class to Council.

E.2 [Consider a presentation and department update from the Communications and Marketing Department.](#)

Sara Bustilloz, Communications and Marketing Director made the staff presentation.

F. CONSENT AGENDA:

F.1 [Consider approval of minutes from the June 13, 2024 City Council meeting.](#)

F.2 [Consider an ordinance amending Chapter 42, Section 42-127, Code of Ordinances \(2018 Edition\), by amending speed zones on portions of North Mays Street from Old Settlers Boulevard to University Drive. \(Second Reading\)](#)

A motion was made by Council Member Ortega seconded by Mayor Pro-Tem Stevens to approve Consent Agenda the . The motion carried by the following vote:

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

Nays: 0

Absent: 0

G. RESOLUTIONS:

G.1 [Consider a resolution authorizing the action of the Round Rock Transportation and Economic Development Corporation \(Type B\) in approving an Agreement for the Creation of an Economic Development Strategic Plan with the City of Round Rock and the Round Rock Chamber of Commerce, Inc.](#)

Jordan Robinson, President and CEO of Round Rock Chamber made the 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 Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.2 [Consider a resolution authorizing the Brushy Creek Regional Utility Authority \(BCRUA\) to approve a contract with Control Panels USA, Inc. for the BCRUA Delivery Points Improvements Phase 2 Project.](#)

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

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

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

Nays: 0

Absent: 0

G.3 [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Faith Culture Church, Inc. for the purchase of Lot 10 of Amended Plat of Heritage Center Subdivision.](#)

Rick Atkins, Parks and Recreation Director made the staff presentation.

Tina Steiner spoke on the item in regards to displacement of current homeowners and the noise pollution that could possibly come from future use.

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

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

Nays: 0

Absent: 0

G.4 [Consider a revised resolution authorizing the City Manager to submit an application to the Office of the Governor for the State Crisis Intervention Grant Program, FY 2025.](#)

Shane Glaiser, Fire Chief made the staff presentation.

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

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

Nays: 0

Absent: 0

G.5 [Consider a resolution amending " Appendix A: Fees, Rates and Charges" to the Code of Ordinances \(2018 Edition\) related to fire prevention and protection fees and permit fees.](#)

Shane Glaiser, Fire Chief made the staff presentation.

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

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

Nays: 0

Absent: 0

G.6 [Consider a resolution authorizing the City Manager to issue a purchase order to National Auto Fleet Group for the purchase of a Battalion Command Vehicle.](#)

Chad McDowell, General Services Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.7 [Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with McKinney York Architects for the Fire Station No. 10 Project.](#)

Chad McDowell, General Services Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.8 [Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Bank, National Association and other related documents for golf carts for Forest Creek Golf Club.](#)

Chad McKenzie, Sports Management and Tourism Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.9 [Consider a resolution authorizing the City Manager to issue a Purchase Order to United Ag & Turf for the purchase of grounds maintenance equipment.](#)

Chad McKenzie, Sports Management and Tourism Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.10 [Consider a resolution authorizing the City Manager to issue a Purchase Order to United Ag & Turf for the purchase of a track loader.](#)

Chad McKenzie, Sports Management and Tourism Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.11 [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with H2O Partners, Inc. for the 2024 City of Round Rock Pavement Survey.](#)

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.12 [Consider a resolution authorizing the Mayor to execute a contract with Lone Star Sitework, LLC for the East Main Street Sidewalk Gaps Project.](#)

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nays: 0

Absent: 0

G.13 [Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement with Grimes Jeffrey Way, LLC, RME Jeffrey Way, LLC and Ehrlich Family Property Limited Partnership for acquisition of a 0.1629 acre parcel required for construction of North Mays Gap project improvements.](#)

Gary Hudder, 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 Stevens
Council Member Ly
Council Member Flores
Council Member Fleming
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

H. ORDINANCES:

H.1 [Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties. \(First Reading\)*](#)

Bradley Dushkin, 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 Mayor Pro-Tem Stevens, to approve the first reading the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

H.2 [Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapters 1, 4, 6, 8, and 10, Code of Ordinances \(2018 Edition\), regarding delegation of plat approval. \(First Reading\)*](#)

*Bradley Dushkin, 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 Montgomery, seconded by Council Member Ortega, to approve the first reading the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

J.1 [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 1004 East Rock Cove.](#)

J.2 [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 901 Emmanuel Street.](#)

The City Council recessed to executive session. Mayor Morgan called the executive session to order at 7:13 p.m. and adjourned at 7:35 p.m.

Council reconvened to regular session with no action on the executive session.

K. ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:36 pm.

*Respectfully submitted:
Meagan Spinks, City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Cobos Design & Construction for the purchase of painting services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Chad McDowell, General Services Director

Cost: \$1,000,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Scoring Summary, Form 1295

Department: General Services

Text of Legislative File 2024-172

This agreement is for the General Services Department to establish a contract with Cobos Design & Construction for Painting Services needed to support City operations. The RFP solicitation was advertised in the Round Rock Leader newspaper and posted to the City of Round Rock solicitation website. It has been determined that Cobos Design & Construction offer the best value to the City, therefore the General Services Department recommends the contract be awarded to Cobos Design & Construction.

This is a dual award, Omega Industries will be awarded separately. Seven bids were received.

Cobos Design & Construction: 71 points

Omega Industries: 69 points

5 year agreement

Cost: \$1,000,000

Source of Funds: General Fund

RESOLUTION NO. R-2024-172

WHEREAS, the City of Round Rock (“City”) has duly sought proposals for the purchase of painting services to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, Cobos Design & Construction has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Cobos Design & Construction for painting services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Cobos Design & Construction for the Purchase of Painting Services, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND COBOS DESIGN & CONSTRUCTION
FOR THE PURCHASE OF PAINTING SERVICES**

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

This Agreement for Painting Services to be performed on various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the _____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and COBOS DESIGN & CONSTRUCTION, whose address is 1123 Mansell Avenue, Austin, Texas 78721, referred to herein as "Services Provider." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Painting Services to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said Painting Services and City has determined the bid submitted by Services Provider provides the best value to the City; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider and whereby City agrees to pay for Painting Services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 24-015 (b) Cost Proposal Sheet; (c) and any exhibits, addenda, and/or

amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Service Provider's Proposal;
- (3) City's Request for Proposal, exhibits, and attachments.

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

C. **Effective Date** means the date set out above in the introductory paragraph.

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

E. **Painting Services** mean the specified services, supplies, materials, commodities, or equipment described in the Request for Proposal.

F. **Services Provider** means Cobos Design & Construction, or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

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

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

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Painting Services as outlined in RFP Solicitation Number 24-015; and Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The Painting Services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully

a part of this Agreement as if repeated herein in full.

4.0 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers ("dual providers") of the Painting Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED

Only if, as, and when needed by City, Painting Services are awarded to Services Provider in accordance with Exhibit "A," Attachment B.

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$200,000.00 per year** for Service Provider's services combined with the dual provider's services for a total not-to-exceed amount of **\$1,000,000.00** for the term of this Agreement.

7.0 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of Painting Services received; and
- D. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

9.0 NON-APPROPRIATION AND FISCAL FUNDING

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

10.0 PROMPT PAYMENT POLICY

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

A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

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

12.0 TAXES

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

13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS

City reserves the right and option to obtain same from another source or supplier(s).

14.0 INSURANCE

Services Provider shall meet all City of Round Rock insurance requirements set forth in the RFP and on the City's website at:

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

15.0 CITY'S REPRESENTATIVE

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

Eric Dady
General Services Department
City of Round Rock
(512) 218-5472
edady@roundrocktexas.gov

16.0 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 as an anticipatory repudiation of this Agreement.

17.0 DEFAULT

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

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

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

18.0 TERMINATION AND SUSPENSION

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

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

C. Services Provider has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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

19.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits,

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

20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 ASSIGNMENT AND DELEGATION

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

transfer any interest in this Agreement without prior written authorization of the other party.

22.0 NOTICES

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

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

Notice to Services Provider:

Cobos Design & Construction
Cal Cobos
1123 Mansell Avenue
Austin, TX 78721

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

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 the State of Texas.

24.0 EXCLUSIVE AGREEMENT

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

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Cobos Design & Construction

By: Cel Cobos
Printed Name: Cel Cobos

Title: President
Date Signed: 6-4-2024



RFP 24-015 - Painting Services

Scoring Summary

Active Submissions

	Total	Segment 1 – Respondent’s Solution, Approach, & Warranty	Segment 2 – Company Information and Experience	Cost Proposal
Supplier	/ 100 pts	/ 30 pts	/ 40 pts	/ 30 pts
Cobos Design & Construction	70.96	16	26.67	28.29
Omega Industries	69.06	20	21.33	27.73
TJ’s Professional Painting and Construction	61.92	16	21.33	24.59
CertaPro Painters of Austin	59.4	14	21.33	24.06
Partners Remodeling Restoration and Waterproofing	59.38	14	18.67	26.72
AZTECA Designs, Inc DBA' AZTECA Designs and Construction	57.22	16	21.33	19.88
Corza Construction LLC	48.67	8	10.67	30

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.

Cobos Design & Construction Inc
Austin, TX United States

Certificate Number:
2024-1182264

Date Filed:
06/28/2024

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

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
All Painting and Drywall Construction Trade

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.

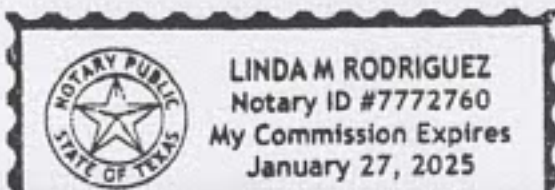
6 UNSWORN DECLARATION

My name is Ben S Cobos and my date of birth is [REDACTED]

My address is 1123 Mansell Ave. Austin Tx 78721 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 28th day of June, 2024.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity (Declarant)

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:
 2024-1182264

Date Filed:
 06/28/2024

Date Acknowledged:
 07/02/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Cobos Design & Construction Inc
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Round Rock, 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
 All Painting and Drywall Construction Trade

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Omega Industries for the purchase of painting services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Chad McDowell, General Services Director

Cost: \$1,000,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Scoring Summary, Form 1295

Department: General Services

Text of Legislative File 2024-173

This agreement is for the General Services Department to establish a contract with Omega Industries for Painting Services needed to support City operations. The RFP solicitation was advertised in the Round Rock Leader newspaper and posted to the City of Round Rock solicitation website. It has been determined that Omega Industries offer the best value to the City, therefore the General Services Department recommends the contract be awarded to Omega Industries.

This is a dual award, Cobos Design & Construction will be awarded separately. Seven bids were received.

Omega Industries: 69 points

Cobos Design & Construction: 71 Points

5 year agreement

Cost: \$1,000,000

Source of Funds: General Fund

RESOLUTION NO. R-2024-173

WHEREAS, the City of Round Rock (“City”) has duly sought proposals for the purchase of painting services to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, Omega Industries has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with Omega Industries for painting services, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with Omega Industries for the Purchase of Painting Services, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND OMEGA INDUSTRIES
FOR THE PURCHASE OF PAINTING SERVICES**

THE STATE OF TEXAS

§
§
§
§
§
§

CITY OF ROUND ROCK

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

This Agreement for Painting Services to be performed on various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and OMEGA INDUSTRIES, whose address is 4060 Shilling Way, Dallas, Texas 75237, referred to herein as "Services Provider." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Painting Services to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said Painting Services and City has determined the bid submitted by Services Provider provides the best value to the City; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider and whereby City agrees to pay for Painting Services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 24-015 (b) Service Provider's Response to RFP; (c) contract award; and (d)

any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Service Provider's Proposal;
- (3) City's Request for Proposal, exhibits, and attachments.

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

C. **Effective Date** means the date set out above in the introductory paragraph.

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

E. **Painting Services** mean the specified services, supplies, materials, commodities, or equipment described in the Request for Proposal.

F. **Services Provider** means Omega Industries, or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

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

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

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Painting Services as outlined in RFP Solicitation Number 24-015; and Proposal submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

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

4.0 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers (“dual providers”) of the Painting Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED

Only if, as, and when needed by City, Painting Services are awarded to Services Provider in accordance with Exhibit “A,” Attachment B.

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$200,000.00 per year** for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **\$1,000,000.00** for the term of this Agreement.

7.0 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of Painting Services received; and
- D. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s bid, with the consent and agreement of the Service Provider and City. Such agreement shall be conclusively inferred for the services provider from lack of exception to

this clause in the services provider's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

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

10.0 PROMPT PAYMENT POLICY

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

A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring any liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the

performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.0 TAXES

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

13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS

City reserves the right and option to obtain same from another source or supplier(s).

14.0 INSURANCE

Services Provider shall meet all City of Round Rock insurance requirements set forth in the RFP and on the City's website at:

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

15.0 CITY'S REPRESENTATIVE

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

Eric Dady
General Services Department
City of Round Rock
(512) 218-5472
edady@roundrocktexas.gov

16.0 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 as an anticipatory repudiation of this Agreement.

17.0 DEFAULT

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

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

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

18.0 TERMINATION AND SUSPENSION

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

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

C. Services Provider has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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

19.0 INDEMNIFICATION

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

20.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

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

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

Notice to Services Provider:

Omega Industries
Ash Shetty
4060 Shilling Way
Dallas, Texas 75237

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

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 the State of Texas.

24.0 EXCLUSIVE AGREEMENT

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

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

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The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no

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

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

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

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

[Signatures on the following page]

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

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____


For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Omega Industries

By: 
Printed Name: Sandra Joaquin
Title: Senior Project Manager
Date Signed: May 23, 2024



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

REQUEST FOR PROPOSAL (RFP)

PAINTING SERVICES

SOLICITATION NUMBER 24-015

FEBRUARY 2024

Exhibit "A"

City of Round Rock
Painting Services
RFP No. 24-015
Commodity Code: 910-54
February 2024

**PAINTING SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in commercial and residential painting services.

The City has approximately 1,000,000 square feet of maintained property and occupies approximately 55 facilities. The buildings consist of both commercial and residential-type structures. Facilities maintained include, but are not limited to, office buildings, police and fire stations, office space, utility buildings, park facilities, and parking garages. These services shall be on an as-needed basis.

The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$200,000 per year for all awarded vendors. For a total contract not to exceed amount of \$1,000,000.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 1-3
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Cost Proposal Sheet	Separate Attachment
Attachment C- Proposal Submittal Form	Separate Attachment
Attachment D- Prevailing Wage Rate	Separate Attachment

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

EVENT	DATE
Solicitation released	February 9, 2024
Deadline for submission of questions	February 20, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 23,2024 @ 5:00 PM, CST
Deadline for submission of responses	March 7, 2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire 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://roundrocktexas.bonfirehub.com>

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The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: <https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> 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.
5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital 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.
6. **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
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

 - A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency

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in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:

- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and 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. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing painting services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - C. 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 RFP process.
 - D. Have at least five (5) years of experience and a minimum of three (3) years of commercial experience and possess all the necessary tools to complete projects specified by the City.
 - E. Must have a physical office located in central Texas.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in painting services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment D and comply with all applicable sections of Chapter 2258. Attachment D – Prevailing Rates are posted in Solicitation Documents for RFP 24-015 Painting Services on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>
5. **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. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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6. **WORKFORCE**: Successful Respondent shall:

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

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

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 10%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

8. **PRICE INCREASE**: Contract prices for painting services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

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

B. **Procedure to Request Increase**:

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

9. **ACCEPTANCE/INSPECTION**: Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to re-perform services to specification at no additional cost to the City. If any agreement or purchase order is canceled for non-acceptance, the needed services may be purchased elsewhere.

10. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded Contractor's performance at any time during the contract term.

11. **ORDER QUANTITY**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

12. **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

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recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

13. 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:** The City's designated representative shall be:
 - Eric Dady,**
 - Facilities Manager**
 - General Services Facility Maintenance**
 - Phone: 512-688-0350**
 - E-mail: edady@roundrocktexas.gov**
- C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

14. INTERLOCAL PURCHASING AGREEMENTS

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

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PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock seeks proposals from firms that specialize in painting services. The Contractor shall provide on-site painting services including all materials and labor necessary to perform maintenance, repair, renovations, installation, or alteration for various City owned or occupied locations. The City has approximately 1,000,000 square feet of maintained property and occupies approximately 55 facilities. The buildings consist of both commercial and residential structures. Facilities maintained include, but are not limited to, office buildings, police and fire stations, office space, utility buildings, park facilities, and parking garages. These services shall be on an as-needed basis.
2. **MATERIAL SAFETY DATA SHEETS:** The Contractor shall be required to have relevant electronic material safety data sheets (MSDS) applicable to hazardous substances in their possession at each project location.
3. **CONTRACTOR RESPONSIBILITIES:** The Contractor Shall:
 - A. Ensure that all assigned personnel are skilled and qualified to perform the services as requested.
 - B. Ensure that all assigned personnel, including supervisors, have a working knowledge of commercial painting services up to a level 5 finish.
 - C. Have a staff with a working knowledge of all tools and equipment applicable to the painting trade and extensive knowledge of painting materials.
 - D. Be able to work and run a crew unsupervised without City oversight.
 - E. **Delivery and Storage:** The Contractor shall make all arrangements for delivery, unloading, receiving and storing Painting material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
4. **SERVICE AND WORKMANSHIP REQUIREMENTS:** All materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified for such work or materials, they shall be the best in their respective trade and comply with all applicable building code requirements. Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the specifications on workmanship mentioned herein will be accepted.
 - A. The functions shall include but not be limited to tape, float, texture paint, paint units, finishing work, and other painting work as described by the City's project manager.
 - B. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - C. Prior to final acceptance of work on each project, the Contractor shall demonstrate to the City's designated representative that the work is fully compliant with contract specifications and codes. The City will notify the Contractor of any unsatisfactory work or materials furnished when they may be discovered. These deficiencies shall be promptly and permanently corrected at the sole expense of the Contractor.
 - D. The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials during and after completion of each project. The Contractor shall be responsible for properly disposing of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.

Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
5. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - A. The City shall be provided with a designated Supervisor name and telephone number.

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- B. This contact person shall remain the same throughout the contract term or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. No substitutions of key personnel shall be permitted without the written approval of the City's designated representative. Email is an acceptable form of communication after initial project meeting.
 - C. Answering machines/services are unacceptable as a point of contact.
 - D. The contact person shall be identified on the solicitation document and may be required to attend an oral presentation to the selection team prior to the award of the contract.
6. **WARRANTY:** The Contractor shall provide a minimum of one (1) year warranty on all workmanship and parts, including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect unless agreed upon with the City designated representative for a different period.
7. **BUSINESS HOURS AND RESPONSE TIMES:**
- A. **Regular business hours** shall be from 7:00 AM to 5:00 PM.
 - B. **Non-Emergency Service Calls:** The Contractor shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
 - C. **Overtime Work Hours:** Overtime pay consisting of hours outside the designated regular business hours will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one-half (1 ½) times the fixed hourly rate for the tradesman performing the service. Contractor shall submit a total hourly and overtime rate price for labor that includes, but is not limited to, all costs for labor, overhead charges, travel, and payroll expenses.
8. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. The Contractor's responsible for ensuring all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances, the City's designated representative may request a sample of materials to be used in a project for approval before work commences. Each written estimate shall include the following information:
- A. Department name and location of the project;
 - B. Work order number (shall be provided by General Services Department)
 - C. Contractor's designated contact name and telephone number;
 - D. Breakdown of Labor costs (Number of workers, hourly rate);
 - E. Materials (Detailed description, quantity, unit price, and extended price amounts);
 - i. Bids per project shall not exceed 10% waste expectation on all quantities.
 - ii. Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
 - F. Cost of Equipment rented to complete project;
 - G. Total Cost (Labor and materials);
 - H. Description specifying work to be done;
 - I. Time projected to complete the project.

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9. **SITE INSPECTION:** The Contractor shall be responsible for visiting and inspecting the project locations before submitting a proposal so they can make a proper determination on materials, quantities, equipment, and labor requirements. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. The submission of the proposal is evidence that the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative.

10. **WORK REPORTS:** The Contractor shall complete and furnish a work report for each project to the City's POC. A copy of each work report shall be presented with the time and material used. Reports shall include, at a minimum, the following information:
 - A. Location of the worksite;
 - B. Date and time of arrival at worksite;
 - C. Time spent for repair;
 - D. Date and time work at location is completed;
 - E. Part(s) ordered and equipment rented, if necessary
 - F. A detailed description of all the completed repair work, certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.

11. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
 - A. The total hours worked and hourly rate for labor. Labor hours shall include labor costs, overhead charges, travel, and payroll expenses.
 - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. As indicated in Attachment B-Cost Proposal Sheet, a maximum percentage markup will be allowed for material.
 - C. Invoices shall have attached a copy of the paid materials receipt from the supplier.

12. **CITY RESPONSIBILITIES:** The City will-
 - A. Provide the Contractor with a complete and accurate project overview with the request for an estimate.
 - B. Coordinate scheduling with the Contractor.
 - C. Ensure the work area is reasonably free of safety hazards.
 - D. Provide access to locations where services are required.
 - E. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.
 - F. Provide reasonable access to power and water utilities as needed to complete the project.
 - G. Inspect work performed to ensure compliance with the scope of work.
 - H. Review all invoices to ensure accuracy.

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PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. 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>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A- Reference Sheet
- Attachment B- Cost Proposal Sheet
- Attachment C- Proposal Submittal Form
- Acknowledged Addenda (if applicable)
- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
- List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation, if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

A. Segment 1 – Respondent's Solution, Approach, & Warranty

- ii. **Program Approach:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Describe your plan for accomplishing the required work and the estimated timeline for a project related to the Scope of Work. Specifically indicate:
 - 1) Detail the steps to proceed from Task 1 to the final tasks, including invoicing.
 - 2) Detail your plan for accomplishment and customer service responsiveness, including response times.
 - 3) Detail your safety standards for a safe work environment.
 - 4) Detail how frequently and what methods you will use to communicate with the City
 - 5) Warranty Description

B. Segment 2 – Company Information and Experience

- i. **Company Information-** which gives a summation of the proposal in brief, concise terms. Include the following-
 - a) **Business Organization:** State your organization's full name and address and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which it was incorporated or licensed to operate.
 - b) **Project Management Structure:** Provide a general explanation and chart specifying project leadership and reporting responsibilities and interface the team with City project management and personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide an internal management description for each subcontractor

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- ii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - iii. Contractors' past performance with the City may be evaluated.
 - iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- C. **Segment 3 – Cost Proposal:** A firm fixed price or not-to-exceed Contract is contemplated. Complete Attachment B - Cost Proposal. All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.
4. **EVALUATION SCORING:** The intent of the City is to award to multiple Respondents in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposals best meet the requirements and provides the best overall value to the City.

A. Evaluation Criteria:

Weights:

- | | |
|-----------------------------------------------------------|---------------|
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 20 pts |
| • Company Work Experience and Personnel (Segment 2) | 40 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>30 pts</u> |

Maximum Weight:

100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. At its discretion, the City may elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A BAFO request is at the City's sole discretion and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for the award.
- C. The City reserves the right to reject any or all proposals submitted or to award to the respondents who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

Exhibit "A"

City of Round Rock
Painting Services
RFP No. 24-015
Commodity Code: 910-54
February 2024

- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
 - D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - E. An independently signed and authorized contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
 - B. Provide City contact(s) information for implementation of the Agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 24-015 - Painting Services

RESPONDENT'S NAME: OMEGA INDUSTRIES

DATE: 02/23/2023

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 SOUTHERN METHODIST UNIVERSITY
Name of Contact ERIC HOPPER
Title of Contact DIRECTOR OF FACILITIES
E-Mail Address EJHOPPER@MAIL.SMU.EDU
Present Address SOUTHERN METHODIST UNIVERSITY
City, State, Zip Code DALLAS TX
Telephone Number (602) 312-1399

2. Company's Name SAMSUNG (STRATEGIC BUILDERS)
Name of Contact PAUL GAHNG
Title of Contact SR CONSTRUCTION MANAGER
E-Mail Address PAUL@STRATEGICBUILDERSINC.COM
Present Address 1111 W MOCKINGBIRD LN, STE 930
City, State, Zip Code DALLAS TEXAS 75247
Telephone Number (714) 742-3627

3. Company's Name KNOX STREET
Name of Contact HENDRIKA DIEHL
Title of Contact SR DIRECTOR
E-Mail Address hendrika@knoxstreetdallas.com
Present Address 4619 COLE AVE
City, State, Zip Code DALLAS TX 75205
Telephone Number (214) 272 4875

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

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 24-015 Painting Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference and agrees to be bound by the terms therein.
The City intends to dual award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$200,000 per year for each vendor. For a total contract not to exceed amount of \$1,000,000

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
Section I: Labor					
1	Painter Regular Hourly Labor Rate	320	Hr	\$55.00	\$ 17,600.00
2	overtime rate shall not exceed one and one half times the regular hourly rate.	40	Hr	\$70.00	\$ 2,800.00
3	Painter Helper Regular Hourly Labor Rate	320	Hr	\$48.00	\$ 15,360.00
4	Painter Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and half times the regular hourly rate.	40	Hr	\$57.00	\$ 2,280.00
5	Site Supervisor Hourly Labor Rate	120	Hr	\$60.00	\$ 7,200.00
6	Site Supervisor Overtime Hourly Labor Rate	10	Hr	\$70.00	\$ 700.00
Section II: Materials					
7	Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$50,000	Percent Markup	12%	\$ 56,000.00
Annual Total:					\$ 101,940.00
COMPANY NAME:	OMEGA INDUSTRIES				
PRINTED NAME:	ASHVAT SHETTY				
PHONE NUMBER:	(214) 668 5770				
EMAIL ADDRESS:	a.shetty@omegainc.com				

Exhibit "A"
ATTACHMENT C
SOLICITATION SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.


By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): OMEGA INDUSTRIES

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): ASH SHETTY

TITLE: PRESIDENT DATE: 02/16/2024

STREET: 4060 SHILLING WAY

CITY/STATE/ZIP: DALLAS, TEXAS 75237

TELEPHONE & FAX NO.: (972) 532 3340

E-MAIL ADDRESS: INFO@OMEGAINC.COM

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 35-2551170

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and 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. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>



RFP 24-015 - Painting Services

Scoring Summary

Active Submissions

	Total	Segment 1 – Respondent’s Solution, Approach, & Warranty	Segment 2 – Company Information and Experience	Cost Proposal
Supplier	/ 100 pts	/ 30 pts	/ 40 pts	/ 30 pts
Cobos Design & Construction	70.96	16	26.67	28.29
Omega Industries	69.06	20	21.33	27.73
TJ’s Professional Painting and Construction	61.92	16	21.33	24.59
CertaPro Painters of Austin	59.4	14	21.33	24.06
Partners Remodeling Restoration and Waterproofing	59.38	14	18.67	26.72
AZTECA Designs, Inc DBA' AZTECA Designs and Construction	57.22	16	21.33	19.88
Corza Construction LLC	48.67	8	10.67	30

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.

Omega Industries Inc
Dallas, TX United States

Certificate Number:
2024-1167388

Date Filed:
05/28/2024

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.

24-015
Painting Services

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

5 Check only if there is NO Interested Party.

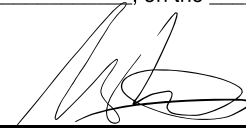
6 UNSWORN DECLARATION

My name is ASHVAT SHETTY, and my date of birth is [REDACTED].

My address is 4060 SHILLING WAY, DALLAS, TX, 75237, 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 TX, on the 27TH day of MAY, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.
 Omega Industries Inc
 Dallas, TX United States

Certificate Number:
 2024-1167388

Date Filed:
 05/28/2024

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:
 05/29/2024

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.
 24-015
 Painting Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of fire trucks

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Chad McDowell, General Services Director

Cost: \$1,968,568.00

Indexes: Vehicle and Equipment Replacement Funds

Attachments: Resolution, Quotes, Form 1295

Department: General Services

Text of Legislative File 2024-174

With this purchase order we will purchase a one-time purchase with Siddon-Martin Emergency Group for two fire trucks.

As part of our normal Fire Apparatus replacement asset #130015 and 140022, both 10 plus year vehicles, became eligible for replacement. In early 2022 we started the building process by contacting Siddon-Martin in order to get these vehicles on a build schedule and start the 24 - 36 month build. Pending the approval of Council, these vehicles could potentially arrive by the end of the year. One of these vehicles will be a Foam pumper and the other will be a pumper Apparatus. By placing the order two years ago we were able to get significant cost savings, a multi-vehicle savings and they will be giving us a \$60,000 trade in of one of our replacement vehicles.

This contract was established through a competitively solicited cooperative process.

Cost: \$1,968,568.00

Source of Funds: Vehicle and Equipment Replacement Funds

RESOLUTION NO. R-2024-174

WHEREAS, the City of Round Rock (“City”) desires to purchase two fire trucks; and

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

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

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

WHEREAS, Siddons-Martin Emergency Group, LLC is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Siddons-Martin Emergency Group, LLC to purchase said goods through Buy Board, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Siddons-Martin Emergency Group, LLC for the purchase of fire trucks.

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 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890



March 30, 2022

Brandon Lincoln, Apparatus Committee
 ROUND ROCK FIRE DEPARTMENT
 203 COMMERCE BLVD
 ROUND ROCK, TX 78664

Proposal For: 2022 Round Rock Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Round Rock Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Round Rock Fire Department and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 746 - Pierce-Custom Enforcer PUC (Unit Price - \$1,002,745.00) Delivery within 22-23 months of order date QUOTE # - SMEG-0003416-1	
	Vehicle Price \$1,002,745.00
	Multi Truck Discount (\$5,000.00)
	746 - UNIT TOTAL \$997,745.00
	SUB TOTAL \$997,745.00
	BuyBoard 651-21 \$1,500.00
	TOTAL \$999,245.00

Price guaranteed until 4/29/2022

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

CONTRACT PRICING WORKSHEET

Buy Board Contract 651-21 for motor vehicles only Contract No.: 651-21 Date: 5/22/2024

Agency:	City of Round Rock Texas	Contractor:	Siddons-Martin Emergency Group
Contact:	Shane Glaiser	Prepared:	Jeff Doran
Phone:	1-512 677 1106	Phone:	281-442-6806
Fax:	1	Fax:	
Email:	sglaiser@roundrocktexas.gov	Email:	jdoran@siddons-martin.com

Prod. Code:	10	Description:	Custom Pumper PUC
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A. Product Item Base Unit Price Per Contractor's Buy Board Contract: \$ 948,846.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ -

Total Published Options \$ 948,846.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 90,376.97
Subtotal C:			\$ 90,376.97

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 10%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Subtotal D:			\$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 1,039,222.97

Quantity Ordered:	1	X Subtotal of A + B + C + D:	1039222.97	=	Subtotal E:	\$ 1,039,222.97
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F. Buy Board Fee Calculation (From Current Fee Tables) Subtotal F: \$ 1,500.00

Description	Cost	Description	Cost
		Contract Discount	\$ (46,477.97)
		Multi Truck Discount	\$ 5,000.00
Subtotal of column	\$ -	Subtotal of Column	\$ (41,477.97)
Subtotal G:			\$ (41,477.97)

Delivery Date: 22 Months ARO **H. Total Purchase Price (E+F+G):** \$ 999,245.00

Option Number	Qty	Description	Published Options	Unpublished Options
13801	1	Loose Equipment (List Attached)		\$61,000.00
13602	1	TFT XFC-52 Crossfire Monitor Package		\$5,006.00
13603	1	Custom Plastix Plus Map Box/Storage Fabrication		\$1,450.00
553725	1	Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export		\$588.00
558109	1	Notch, Front For Recessing Of Q2B, Painted Bumper		\$1,244.00
624073	1	Steps, Stirrup, Formed w/Grip Strut, Cab & Crew Cab Doors		\$1,287.00
655072	1	Side Sheet, Left Side, Moved Inboard		\$583.00
655075	1	Side Sheet, Right Side, Moved Inboard		\$583.00
708738	1	Expanded Metal, Insulation, Eng Tunnel and Cab and Crew Floor		\$2,612.00
709646	1	Steps, 4-Door Cab, Grip Strut Inserts, Reduced Bottom Step		\$1,831.00
735150	1	Cover, 2.0" Raised Alum Treadplate, Over Center and Right Tray, Notch		\$1,036.00
766794	1	Cover, Alum 4-way, Compressor, Cargo Area, Bolt On/Removable		\$826.00
766954	1	Control, Outlets, Elec Right Outlet Akr 9335 w/Press, Add'l 9333 Outlets Elec, PUC		\$2,188.00
774012	1	Compt, Storage, Box, Medical, Medi-Kool Saline, Electric Lock, 12V DC		\$8,082.00
798653	1	Instrument Panel, Cutout, Overhead Position, Location Feature		\$457.00
894089	1	Dash, Heavy Duty Metal, Enforcer		\$1,603.97
		#N/A	\$0.00	
		Base Bid	\$ 948,846.00	
		Published Options	\$ -	
		Total with Published Options	\$ 948,846.00	
		Unpublished Options	\$ 90,376.97	9.52%
		Total Options including Fee	\$ 1,039,222.97	

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890



March 30, 2022

Shane Glaiser, Assistant Chief
 ROUND ROCK FIRE DEPARTMENT
 203 COMMERCE BLVD
 ROUND ROCK, TX 78664

Proposal For: 2022 Round Rock Foam Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Round Rock Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB ROUND ROCK FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 749 - Pierce-Custom Enforcer PUC (Unit Price - \$1,033,823.00)	
Delivery within 22-23 months of order date	
QUOTE # - SMEG-0003495-2	
Vehicle Price	\$1,033,823.00
Multi Truck Discount	(\$5,000.00)
2013 - Pierce - Impel - Pierce Impel Pumper	(\$61,000.00)
749 - UNIT TOTAL	\$967,823.00
SUB TOTAL	\$967,823.00
BuyBoard 651-21	\$1,500.00
TOTAL	\$969,323.00

Price guaranteed until 4/29/2022

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

CONTRACT PRICING WORKSHEET

Buy Board Contract 651-21 for motor vehicles only Contract No.: 651-21 Date: 5/22/2024

Agency:	City of Round Rock Texas	Contractor:	Siddons-Martin Emergency Group
Contact:	Shane Glaiser	Prepared:	Jeff Doran
Phone:	1-512 677 1106	Phone:	281-442-6806
Fax:	1	Fax:	
Email:	sglaiser@roundrocktexas.gov	Email:	jdoran@siddons-martin.com

Prod. Code:	10	Description:	Custom Pumper PUC
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A. Product Item Base Unit Price Per Contractor's Buy Board Contract: \$ 948,846.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 75,403.00
Subtotal B:			\$ 75,403.00

Total Published Options \$ 1,024,249.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$ 90,376.97
Subtotal C:			\$ 90,376.97

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Subtotal D:			\$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 1,114,625.97

Quantity Ordered:	1	X Subtotal of A + B + C + D:	1114625.97	=	Subtotal E:	\$ 1,114,625.97
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F. Buy Board Fee Calculation (From Current Fee Tables) Subtotal F: \$ 1,500.00

Description	Cost	Description	Cost
Trade-in 2013 Impel	\$ (61,000.00)	Contract Discount	\$ (90,802.97)
		Multi Truck Discount	\$ 5,000.00
Subtotal of column	\$ (61,000.00)	Subtotal of Column	\$ (85,802.97)
Subtotal G:			\$ (146,802.97)

H. Total Purchase Price (E+F+G): \$ 969,323.00

Delivery Date: 22 Months ARO

Option Number	Qty	Description	Published Options	Unpublished Options
519	1	Husky Dual Agent foam system	\$29,917.00	
531	1	CAFS to 5 discharges	\$43,249.00	
524	1	20 Gallon foam cell	\$2,237.00	
13801	1	Loose Equipment (List Attached)		\$61,000.00
13802	1	TFT XPC-52 Crossfire Monitor Package		\$5,006.00
13803	1	Custom Plastix Plus Map Box/Storage Fabrication		\$1,450.00
553725	1	Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export		\$588.00
558109	1	Notch, Front For Recessing Of Q2B, Painted Bumper		\$1,244.00
624073	1	Steps, Stirrup, Formed w/Grip Strut, Cab & Crew Cab Doors		\$1,287.00
655072	1	Side Sheet, Left Side, Moved Inboard		\$583.00
655075	1	Side Sheet, Right Side, Moved Inboard		\$583.00
708738	1	Expanded Metal, Insulation, Eng Tunnel and Cab and Crew Floor		\$2,612.00
708646	1	Steps, 4-Door Cab, Grip Strut Inserts, Reduced Bottom Step		\$1,831.00
735150	1	Cover, 2.0" Raised Alum Treadplate, Over Center and Right Tray, Notch		\$1,036.00
766794	1	Cover, Alum 4-way, Compressor, Cargo Area, Bolt On/Removable		\$826.00
766954	1	Control, Outlets, Elec Right Outlet Alcr 9335 w/Press, Add'l 9333 Outlets Elec, PUC		\$2,188.00
774012	1	Compt, Storage, Box, Medical, Medi-Kool Saline, Electric Lock, 12V DC		\$8,082.00
798653	1	Instrument Panel, Cutout, Overhead Position, Location Feature		\$457.00
894089	1	Dash, Heavy Duty Metal, Enforcer		\$1,603.97
		#N/A	\$0.00	
		Base Bid	\$ 948,846.00	
		Published Options	\$ 75,403.00	
		Total with Published Options	\$ 1,024,249.00	
		Unpublished Options	\$ 90,376.97	8.82%
		Total Options including Fee	\$ 1,114,625.97	

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.

Siddons Martin Emergency Group, LLC
Houston, TX United States

Certificate Number:
2024-1179017

Date Filed:
06/21/2024

Date Acknowledged:

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

City of Round Rock

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

00000
Purchase of Fire Trucks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Kathryn Williams, and my date of birth is [REDACTED].

My address is 1362 E. Richey Road, Houston, TX, 77073, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 21 day of June, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

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:
 2024-1179017

Date Filed:
 06/21/2024

Date Acknowledged:
 06/25/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Siddons Martin Emergency Group, LLC
 Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 00000
 Purchase of Fire Trucks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Forensic Technology Inc. for ballistic imaging software.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Allen J Banks, Chief of Police

Cost: \$218,858.00

Indexes: General Fund

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

Department: Police Department

Text of Legislative File 2024-171

The proposed resolution would approve a \$218,858.00 contract with Forensic Technology Inc. to purchase the IBIS system and an additional five-year warranty on that equipment for the Police Department's Crime Scene Unit. The IBIS system would provide Crime Scene with the ability to capture and store ballistic information and submit it to the National Integrated Ballistic Information Network (NIBIN) database maintained by the federal government.

Since Crime Scene personnel were first trained in submitting NIBIN entries in 2021, nearly 300 bullet casings were submitted into that system by 2023. Nearly one in four of those entries during that time resulted in a lead for investigative cases in the Central Texas region -- not just Round Rock. That result is in part due to criminals using the same weapon to commit crimes in more than one jurisdiction.

Cost: \$218,858.00

Source of Funds: General Fund

RESOLUTION NO. R-2024-171

WHEREAS, the City of Round Rock (“City”) desires to purchase ballistics imaging software;
and

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

WHEREAS, Forensic Technology Inc. is the sole source provider of the goods and services being purchased, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with Forensic Technology Inc. to purchase ballistics imaging software, 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 Ballistics Imaging Software with Forensic Technology Inc., a copy of same being attached hereto as Exhibit “B” and incorporated herein for all purposes.

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

RESOLVED this 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk



City of Round Rock Purchasing Justification Form

**EXHIBIT
"A"**

Date:	2/13/2024	Department Name:	Police Department
To:	Purchasing	Requestor Name:	Scott Cheshire
		Phone Number:	+1 (512) 341-3397

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

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

1. The undersigned is authorized and certifies that the following exemption is applicable to this purchase. Please check the criteria listed below that applies to this purchase request:

Sole Source (check one)

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

Goods Purchased for Subsequent Retail Sale

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

Public Calamity

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

Public Health and Safety

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

Unforeseen Damage

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

Personal, Professional or Planning Services

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

Other

- o Cite the applicable Texas Local Government Code Chapter 252 exemption in the justification box below.

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

NIBIN is the National Integrated Ballistic Information Network. This program is overseen by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), which is a federal law enforcement agency. NIBIN coordinates with law enforcement agencies at the local, state, federal, tribal and territorial levels to compile the data and share intelligence about violent crimes. The sharing is done across the country and world through NIBIN. Law enforcement agencies collect and submit entries into NIBIN. This evidence is then made available to other agencies. All of the agencies are connected in this investigative capacity.

The element that makes NIBIN work is the Integrated Ballistic Identification System (IBIS). The IBIS was created by ULTRA Forensic Technology. ULTRA Forensic Technologys IBIS is what NIBIN uses.

If we go with another company, our police department cannot upload ballistic evidence into the NIBIN system.

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


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

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

Vendor Name:	ULTRA Forensic Technology
Description:	Ballistics Imaging System

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

- This is a one-time purchase request for \$ _____
- This is a term contract request for 60 (# months) in the amount of \$ 218858.00

Purchasing Office/
Management Review:  02/13/2024
David Carter (Feb 13, 2024 16:13 CST)
Purchaser/Purchasing Management (over \$50,000) Date


Approved by:  02/13/2024
Thomas Sloan (Feb 13, 2024 15:59 CST)
Department Manager, Asst Director, or Director Date

EXHIBIT
"B"

CITY OF ROUND ROCK
AGREEMENT FOR
BALLISTICS IMAGING SOFTWARE
WITH
FORENSIC TECHNOLOGY INC.

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

THAT THIS AGREEMENT for purchase of ballistics imaging software (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2024 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 FORENSIC TECHNOLOGY INC., a company whose address is 7975 114th Avenue, North Suite 2500, Largo, Florida 33773-5028 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to ballistics imaging software; and

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

WHEREAS, Vendor is the sole source provider of the goods and services being purchased pursuant to this Agreement; 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 DEFINITIONS

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

Agreement includes Vendor's Proposal, attached as Exhibit "A," and End-User License Agreement, attached as Exhibit "B," said exhibits incorporated herein by reference for all purposes.

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

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

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

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

F. **Vendor** means Forensic Technology Inc., its successor or assigns.

2.0 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 of this Agreement shall be for seventy-two (72) months from the effective date hereof.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," and subject to the End-User License Agreement, attached as Exhibit "B," and the exhibits together with this Agreement, comprise the total Agreement and is fully a part of this Agreement as if repeated herein in full.

4.0 SCOPE OF WORK

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

5.0 CONTRACT AMOUNT

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Eighteen Thousand Eight Hundred Fifty-Eight and No/100 Dollars (\$218,858.00)** for the term of this Agreement to be paid as follows:

A. **One Hundred Forty-Four Thousand Eight Hundred Fifty-Three and No/100 (\$144,853.00)** shall be paid to the Vendor for **Option 1 – the NIBIN Cartridge Cases Acquisition & Triage Package**; and

B. **Seventy-Four Thousand Five and No/100 Dollars (\$74,005.00)** shall be paid to the Vendor for the five (5) additional years of the **SafeGuard Warranty** following the included one (1) year warranty included in Option 1 described above.

6.0 INVOICES

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

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

7.0 NON-APPROPRIATION AND FISCAL FUNDING

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

8.0 PROMPT PAYMENT POLICY

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

by City in the event:

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

9.0 GRATUITIES AND BRIBES

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

10.0 TAXES

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

11.0 INSURANCE

Vendor shall meet all insurance requirements set forth on the City's website at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

12.0 CITY'S REPRESENTATIVES

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

Tom Sloan
Round Rock Police Department Commander
2701 North Mays Street
Round Rock, Texas 78665
512-218-6664
tsloan@roundrocktexas.gov

13.0 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 as an anticipatory repudiation of this Agreement.

14.0 DEFAULT

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

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

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

15.0 TERMINATION AND SUSPENSION

A. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured during such notice/cure period.

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

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

16.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

B. In accordance with Chapter 2271, 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 terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

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 shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

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

Notice to Vendor:

Forensic Technology Inc.
7975 114th Avenue, North Suite 2500
Largo, Florida 33773-5028

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

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

19.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

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

20.0 EXCLUSIVE AGREEMENT

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

21.0 DISPUTE RESOLUTION

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

22.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

23.0 MISCELLANEOUS PROVISIONS

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Forensic Technology Inc.

By:  _____

Printed Name: Alexander Finley

Title: CEO

Date Signed: May 30, 2024

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"

Forensic
Technology

A LeadsOnline Company

Proposal for IBIS® Systems

Submitted to the: Round Rock Police Department

2702 N Mays

Round Rock, TX 78665

Attention:

Mr. Scott Cheshire, Evidence Supervisor

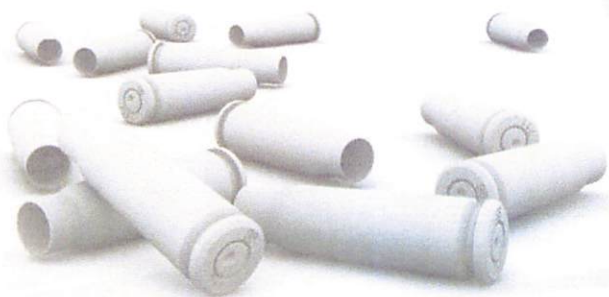
Crime Scene Unit

By: Forensic Technology Inc., a LeadsOnline Company

7975 114th Ave. North, Suite 2500 Largo, FL 33773-5028

Date: January 25, 2024

Reference No.: S-07798, Rev. 04



The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Forensic Technology (Canada) Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Forensic Technology (Canada) Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

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- About Forensic Technology
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

1 Executive Summary

Forensic Technology Inc., a LeadsOnline Company and an authorized reseller of Projectina AG, (hereinafter referred to as **Forensic Technology**), is pleased to provide the **Round Rock Police Department** (hereinafter referred to as the **Customer**) with this proposal for options of our latest generation of Integrated Ballistic Identification System (**IBIS**[®]) and Projectina PAG800 Stereo Zoom Microscope.

1.1 Solution Overview

Forensic Technology offers the world’s leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Option	Description
1.	NIBIN Cartridge Cases Acquisition & Triage Package, comprising: <ul style="list-style-type: none"> - One (1) BRASSTRAX™ Acquisition Station - One (1) PAG800 Stereo Zoom Microscope
2.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package, comprising: <ul style="list-style-type: none"> - One (1) BRASSTRAX™ Acquisition Station - One (1) MATCHPOINT™ Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope

NOTES:

1. Please see the attached brochure “Ways to join NIBIN” for detailed product features and functionality.
2. For Option 1, it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.

Exhibit "A"

1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Jeffrey Russell** in Denver, Colorado at telephone number +1 720 621 4580 or via e-mail at jeffrey.russell@ultra-ft.com

2 Pricing and Standard Terms

This section details our prices and standard terms.

2.1 Option 1

Description	Total Price (USD)
NIBIN Cartridge Cases Acquisition & Triage Package, comprising: - One (1) BRASSTRAX Acquisition Station - One (1) PAG800 Stereo Zoom Microscope - One (1) Cartridge Case Kit - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded - Installation and commissioning, and on-site training	\$144,853
TOTAL PRICE (US Dollars)	\$144,853

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$17 093	(\$814)	\$16 279
2.	Three (3) additional years	\$52 834	(\$6 285)	\$46 549
3.	Five (5) additional years	\$90 751	(\$16 746)	\$74 005

Exhibit "A"

2.2 Option 2

Description	Total Price (USD)
NIBIN Cartridge Cases Acquisition, Analysis & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) MATCHPOINT Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope - One (1) Cartridge Case Kit - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded - Installation and commissioning, and on-site training	\$207,494
TOTAL PRICE (US Dollars)	\$207,494

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$24 774	(\$1 179)	\$23 595
2.	Three (3) additional years	\$76 575	(\$9 109)	\$67 466
3.	Five (5) additional years	\$131 530	(\$24 270)	\$107 260

NOTES:

1. For Option 1, it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.
2. Pricing in this proposal includes security components as mandated by ATF.
3. Prices for all optional SafeGuard Warranty items are based on purchase and payment at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
4. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
5. Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.
6. The Customer has confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, the pricing above excludes all sales taxes. If sales tax has been erroneously excluded, the Customer will be responsible for paying such tax to the appropriate authorities, as well as any interest and/or penalties related thereof.

Standard Terms

2.3 Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **April 30, 2024**.

2.4 Currency

All prices are quoted in **United States Dollars**.

2.5 Payment Terms

Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days from the date of our invoice.

2.6 Delivery

Standard hardware delivery lead times are between three (3) and six (6) months after receipt and acceptance of purchase order. Occasionally delays in parts delivery from our suppliers is experienced, therefore the delivery will be confirmed upon receipt and acceptance of purchase order. Expedited delivery lead times of less than three (3) months may be possible depending on availability, an expedited delivery fee can be quoted upon request.

The installation date at the Customer site will depend on availability of the equipment on-site as well as site readiness including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

Where delays beyond Forensic Technology Inc.'s control prevent installation scheduling and completion, delivery to the customer shall proceed along with an invoice for eighty percent (80%) of the value. The customer must store the equipment in accordance with the prescribed parameters until installation can be scheduled. If this period exceeds sixty (60) days, then the remaining twenty percent (20%) of the value will become due. If the customer's facility cannot store the equipment, then Forensic Technology will ship in place the equipment whereby title will transfer to the customer along with an invoice for eighty percent (80%) of the value and the equipment will be stored at our facilities free of charge. Should the delay exceed sixty (60) days the remaining twenty (20%) value of the equipment will become due and storage charges may apply.

Exhibit "A"

2.7 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes sales and/or withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

2.8 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

2.9 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be new and free from defects in material, workmanship, and title.

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

2.10 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Understanding (MOU) between the agencies must be in place in order for the installation to be fully completed.

2.11 Law and Jurisdiction

This proposal and any contract arising from this proposal is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute, between the parties or relating in any way to the subject matter of this proposal and any contract arising from this proposal. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this proposal and any contract arising from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

Exhibit "A"

2.12 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

In the event of any liability of Forensic Technology to Customer related to the equipment or the services, the liability shall be limited to the lesser of (a) Customer proven direct damages, or (b) the purchase price of the equipment and the services with respect to which the alleged losses or damages are claimed.

2.13 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the Customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

2.14 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on the transactions contemplated by this Proposal, including without limitation any applicable embargoes, sanctions laws, or export controls.

2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price and are included in any subsequent SafeGuard charges.

2.16 Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

2.17 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

2.18 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
 - to another person with the intention to reward a person for the improper performance of such a function or activity;
 - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;

Exhibit "A"

- to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
- to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

3 Scope of Services

This section details the services included in this proposal.

3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

NOTE: If, at installation time, one or more sites do not fully meet facility requirements, and the technician must return on-site or extend their visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be for the Customer's account.

3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel. The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

3.3 Installation

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Description	Duration
NIBIN Cartridge Cases Acquisition & Triage Package	Within one (1) working day
NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	Within one (1) working day

Exhibit "A"

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

3.4 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form.

The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer.

3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site.

If the trainees are not already ATF certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.

3.5.1 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access introductory online courses. These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

3.5.2 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees. Duration and content will vary based on the equipment purchased and will be confirmed at a later date.

NOTES:

- 1. Trainees can be exempt from the triage training course under the following conditions:**
 - The trainee is a Firearms Examiner, or
 - The trainee is an experienced IBIS technician familiar with performing triage, or
 - The Customer will provide its own triage training prior to the BRASSTRAX training.
- 2. All users must complete the MATCHPOINT Correlation Review Training before performing correlation reviews. This training will take place thirty (30) days after the successful completion of the BRASSTRAX Acquisition and Triage Training (see Note 3).**

Exhibit "A"

NOTES – Continued:

3. The Customer has the option to receive the MATCHPOINT Correlation Review Training directly from ATF via the ATC NNCTC located in Huntsville, AL. If the Customer chooses this option, the Customer will be responsible for coordinating training directly with ATF. For more information please contact: NIBIN-Training@ATF.gov.
4. Please see the attached brochure for additional details on training programs.

3.5.3 Training – Manufacturer’s Recommendation

In order to maximize the Customer’s investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN Authorized Trainer (NAT) prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified trainer also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Solutions team.

3.6 SafeGuard Warranty

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology’s SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

NOTES:

1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.
2. Please see the attached brochure for additional details on SafeGuard.

Exhibit "A"

4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32 and 122 degrees Fahrenheit) with a relative humidity between 50% and 70%.

4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Option	Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
		Crate 1	Crate 2
1.	NIBIN Cartridge Cases Acquisition & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb
2.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb

4.2 Environment

Air conditioning is mandatory. The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.

Exhibit "A"

Equipment	Footprint
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	N/A	

NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

4.6 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.



Software License Agreement for the IBIS Family of Products

License fees for the IBIS® family of products and all software provided with the system are included in the initial purchase price, and are included in any maintenance fee afterwards, for hardware forming part of the initial purchase or purchased as options.

The following license agreement applies to the purchase and use of the IBIS family of products, whether the units are part of the initial purchase or were purchased as options.

End-User License Agreement

This End-User License Agreement ("Agreement") is entered into by and between Ultra Electronics Forensic Technology Inc. Inc. ("Ultra Electronics Forensic Technology Inc.") and you (either as an individual or as a single legal entity, hereinafter referred to as "Licensee"), for the use of Ultra Electronics Forensic Technology Inc.'s Integrated Ballistics Identification System (IBIS®) family of products. These products include computer software, the media on which the software is delivered (if any), printed materials, and "online" or electronic documentation ("Software"). By using all or any component of the Software, you and your employer if you are an individual, agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use the Software.

1. GRANT OF LICENSE

Ultra Electronics Forensic Technology Inc. hereby grants you a perpetual, limited, nonexclusive, nontransferable, royalty-free license to use Software and associated media and printed materials, if any, and any online or electronic documentation relating thereto solely for your internal business operations. This license is revocable in the event of breach of any condition contained herein. All other rights are reserved to Ultra Electronics Forensic Technology Inc.

2. RESTRICTIONS

The Software is licensed, not sold. Except as expressly provided herein, Licensee may not resell, sublicense, rent, lease, lend, assign or otherwise transfer the Software to a third party. Licensee shall not:

- a. reverse engineer, decompile, or disassemble the Software;
- b. allow timesharing, service bureau, subscription service, or rental use of any third party software provided with the Software;
- c. navigate the underlying data schema;
- d. access or attempt to access directly any software delivered with the IBIS system other than through the IBIS Software, through prepackaged reports or ad hoc reports that are developed by Ultra Electronics Forensic Technology Inc.



Licensee further agrees:

- a. to prohibit publication of any results of benchmark tests run on third party software provided with the Software;
- b. that it will not require the third party or embedded software manufacturers to perform any obligations or incur any liability not previously agreed to between Ultra Electronics Forensic Technology Inc. and such third party or embedded software manufacturer;
- c. to permit Ultra Electronics Forensic Technology Inc. to audit the Licensee's use of the Software and report such use to third party or embedded software manufacturers if so required by their license agreements;
- d. that a third party or embedded software manufacturer may be designated as a third party beneficiary of this Agreement;
- e. if the Licensee is located in the U.S., this transaction excludes the application of the Uniform Computer Information Transactions Act;
- f. that Ultra Electronics Forensic Technology Inc. and any third party and/or embedded software manufacturers retain all ownership and intellectual property rights to the programs;
- g. that some programs may include source code that a third party embedded software manufacturer may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement;
- h. that any data transfer will be done through the IBIS software.

The Licensee shall not knowingly transfer, either directly or indirectly, through donation or otherwise, the equipment and/or Software licensed or delivered under the contract, or any product or part thereof, or service which is a direct product of the equipment or software to any party without the prior written consent of Ultra Electronics Forensic Technology Inc. Such transfer would cause Ultra Electronics Forensic Technology Inc. to be in breach of its licensing agreements with third party software manufacturers.

3. SUPPORT SERVICES

Provided a valid maintenance contract is in force, support services for IBIS® are supplied to Licensee as detailed under such maintenance contract.

4. LIMITED WARRANTY

Ultra Electronics Forensic Technology Inc. warrants that it will make commercially reasonable efforts to solve any problem issues.

5. NO OTHER WARRANTIES



FORENSIC TECHNOLOGY MAKES NO WARRANTY THAT THE SOFTWARE CONTAINS NO DEFECTS OR WILL RUN ERROR FREE.

EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, FORENSIC TECHNOLOGY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, AND THE DELIVERY OR THE FAILURE TO DELIVER SUPPORT SERVICES.

6. LIMITATION OF LIABILITY

EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LOCAL LAW, IN NO EVENT SHALL FORENSIC TECHNOLOGY OR ANY THIRD PARTY SOFTWARE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE DELIVERY OR FAILURE TO DELIVER SUPPORT SERVICES, EVEN IF FORENSIC TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION.

Unless this Agreement is terminated under the next sentence, the term of this Agreement shall be perpetual. Without prejudice to any other rights it may have, Ultra Electronics Forensic Technology Inc. may terminate this Agreement by giving notice to you in writing or by electronic communication if you materially breach the terms and conditions of this Agreement.

8. GENERAL PROVISIONS

- 8.1 **LAW TO GOVERN.** This Agreement shall be governed by the laws of the State of Maryland.
- 8.2 **ASSIGNMENT OF RIGHTS.** You may permanently assign and transfer all of your rights under this Agreement, provided: (i) you transfer to the recipient the Software and this Agreement, (ii) you retain no copies of the Software; and (iii) the recipient agrees to be bound by the terms and conditions of this Agreement. In the event of permanent assignment and transfer of your rights to another party, you must inform Ultra Electronics Forensic Technology Inc. in writing of such an event, and provide Ultra Electronics Forensic Technology Inc. with the appropriate information on such party.



- 8.3 **TITLES AND SUBTITLES.** The titles and subtitles used in this Agreement are used for convenience only and do not constitute a part of this Agreement.
- 8.4 **SEVERABILITY.** If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 8.5 **NON-WAIVER.** No failure by Ultra Electronics Forensic Technology Inc. to take action on account of any default by you shall constitute a waiver of any such default or of the performance required.
- 8.6 **ENTIRE AGREEMENT.** This Agreement, together with any additional conditions in the contract under which the Products were procured, is the sole agreement between you and Ultra Electronics Forensic Technology Inc. with respect to the subject matter hereof. This Agreement supersedes all prior agreements or discussions between you and Ultra Electronics Forensic Technology Inc. with respect to the Software.
- 8.7 **MODIFICATION.** Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of you and Ultra Electronics Forensic Technology Inc.
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1179959

Date Filed:
06/25/2024

Date Acknowledged:

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

Forensic Technology Inc.
Largo, FL 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.

0000
NIBIN Cartridge Cases Acquisition & Triage Package, plus five additional years of SafeGuard Warranty.

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 Alvaro Venegas, and my date of birth is [REDACTED].

My address is 7975 114th Avenue N., Suite 2500, Largo, FL, 33773, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Pinellas County, State of Florida, on the 25th day of June, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.
Forensic Technology Inc.
Largo, FL United States

Certificate Number:
2024-1179959

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 Filed:
06/25/2024

Date Acknowledged:
06/26/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
0000
NIBIN Cartridge Cases Acquisition & Triage Package, plus five additional years of SafeGuard Warranty.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider public testimony regarding, and a resolution approving the CDBG 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Joe Brehm, Community and Neighborhood Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Information Summary, Signature Items

Department: Community and Neighborhood Services

Text of Legislative File 2024-170

Consider public testimony regarding, and a resolution approving the CDBG 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.

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 a consolidated plan every five (5) years and an annual action plan every year in order to implement any federal programs that fund housing, community development, and economic development within the community.

The consolidated plans will describe the rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low income, low-income and moderate-income households for the next five years. The plans will also identify any obstacles to meeting underserved needs and summarize the priorities and specific objectives the City intends to initiate and/or complete during the time period covered by the plans describing how the proposed distribution of funds will address identified needs. Any comments received at this meeting will be addressed and included in the completed

consolidated plans.

The City of Round Rock Five (5) Year Consolidated Plan covers the program years 2024-2028 (October 1, 2024-September 30, 2029) and the CDBG Annual Action Plan covers the program year 2024-2025 (October 1, 2024-September 30, 2025). HUD has allocated the City of Round Rock \$642,233 in CDBG funds for the program year 2024-2025. At this time, we are proposing to fund the following projects:

Public Services (15%) \$96,334

Round Rock Area Serving Center Food Pantry Program \$30,000-proposing to assist 850 households with food from the food pantry

Round Rock Area Serving Center Housing Assistance Program \$30,000-proposing to assist 120 residents with rent or mortgage assistance up to \$250

CASA Abused and Neglected Children \$20,000-proposing to assist 100 children

Opportunities for Williamson-Burnet Counties Meals on Wheels Program \$16,334-proposing to assist 100 seniors with nutritious meals (homebound and at the senior center)

Projects (65%) \$417,453

Parks & Recreation Department Greenhill Park Improvements Playground and Shade Structure: \$240,000

Community & Neighborhood Services Home Repair Program: \$177,453

Program Administration (20%) \$128,446

RESOLUTION NO. R-2024-170

WHEREAS, the City of Round Rock (“City”) has prepared the 2024-2028 Consolidated Plan and the 2024 Annual Action Plan, (“Plan”) which identifies how the City will use federal resources to meet priority community needs, and

WHEREAS, the Plan identifies resources which will improve the lives of the City’s residents by providing homeownership assistance, improving neighborhoods, providing economic opportunities, and delivering needed services, and

WHEREAS, the City wishes to adopt said 2024-2028 Consolidated Plan and the 2024 Annual Action Plan, Now Therefore

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

That the City Council hereby adopts the 2024-2028 Consolidated Plan and the 2024 Annual Action Plan, a copy of which is 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 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Round Rock, Texas is an entitlement community that receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to develop viable urban communities primarily for low- and moderate-income persons. These funds are used to carry out a wide range of community development activities directed toward revitalizing neighborhoods, providing decent housing, economic development and providing improved community facilities and services.

As a recipient of CDBG funds, the City is required to prepare a Five-Year Consolidated Plan. The Consolidated Plan identifies and prioritizes the City's affordable housing, community development and economic development needs and strategies to guide the use of its CDBG funding for the next five years. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The City of Round Rock has prepared a draft FY 2024 – 2028 Consolidated Plan and FY 2024 Annual Action Plan. The City will receive an allocation of \$642,233 in CDBG funds for the FY 2024 Action Plan for the program period of October 1, 2024 – September 30, 2025. For the five-year period covering the FY 2024-2028 Consolidated Plan (October 1, 2024 – September 30, 2029), the City anticipates receiving \$3.2 million in resources to be available through CDBG.

Through the development of this Consolidated Plan, the City of Round Rock identified priority needs and accompanying strategies that are designed to keep individuals and families in their existing homes, provide individuals access to supportive services, especially special needs populations, and improve neighborhoods.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

Overview

In developing the FY 2024-2028 Consolidated Plan, the City gathered information through various methods including a review of available housing market and economic data, census data, engagement with local stakeholders, community meetings, and a community needs survey which received 77 responses. The draft Consolidated Plan was also informed by other City plans and initiatives including the Round Rock 2030 Comprehensive Plan. This process formed the strategic plan to identify priority needs for the Consolidated Plan.

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Through this process, the City has identified the following priorities and goals for the 2024-2028 Consolidated Plan:

Priority: Provide Decent, Safe Affordable Housing

Goal: Preservation of affordable housing through rehabilitation of existing housing stock

Priority: Provide Neighborhood Improvements

Goal: Create suitable living environments through public facilities and public infrastructure improvements to enhance neighborhoods

Priority: Provide Public Services for Special Needs Populations

Goal: Provide public services to address the needs of low-income households and special needs populations such as seniors and children

Priority: Provide Economic Development Opportunities

3. Evaluation of past performance

The City of Round Rock was awarded \$628,948 in CDBG funds for Program Year 2022-2023. The City continued to deliver programs and implement activities to achieve the goals and objectives described in the 2019-2023 Consolidated Plan and the 2022 Annual Action Plan. A total of \$700,162.08 in CDBG funds were expended during the 2022 Program Year.

Round Rock's Consolidated Plan outlines three overarching goals:

- 1) To provide decent housing by preserving housing stock, increasing the availability of affordable housing, and reducing discriminatory barriers
- 2) To provide a suitable living environment through safer, more livable neighborhoods
- 3) To expand opportunities through homeownership opportunities.

Funding priorities, highlights, and an assessment for carrying out the 2022 CDBG Program and prior year activities are listed below:

- Round Rock Area Serving Center Food Pantry Program expended \$25,000 in CDBG 2022 funds and assisted 874 low-income residents, 171 of which were Female Head of Household and 373 were Hispanic/Latino.

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- Round Rock Area Serving Center Housing Assistance Program expended \$25,000 in CDBG 2022 funds and assisted 78 low-income residents, 33 of which were Female Head of Household and 34 were Hispanic/Latino.
- Meals on Wheels expended the \$11,114 in CDBG 2022 funds and assisted 160 Seniors of which 27 were Hispanic/Latino.
- CASA Child Advocacy Program expended \$20,000 in CDBG 2022 funds and assisted 76 children of which 27 were Hispanic/Latino.
- Sacred Heart Community Clinic expended \$13,228 in CDBG 2022 funds and assisted 173 low-income residents with health care services. Of those 173 households, 124 were Hispanic and 19 were Female Head of Household.
- Seven (7) low to moderate income residents were assisted with the Home Repair Program during the 2022 program year and a total of \$149,826.95 in CDBG prior years funds were expended.
- Settlement Park Improvements Project started and \$19,073.88 was expended for purchase of quarry stones, purchase and installation of new picnic tables and trash receptacles, and installation of a new fence at the basketball court.
- Program Administration 2022 in the amount of \$125,789 were expended.
- Bowman Park Improvements CDBG 2021 funds in the amount of \$311,130.25 were expended. Improvements included replacement of aging amenities, conversion of trail to concrete, extension of looping trail, and irrigation improvements.
- The Bus Shelter Enhancement Project was started during CDBG Program Year 2022. The formal bid solicitation process was completed, and a contract was awarded. The bus shelters were ordered, and delivery time is sixteen weeks putting installation and completion in CDBG Program Year 2023.
- The Chisholm Valley Sidewalks (CDBG 2021) had delays due to TCEQ permit application. TCEQ approved the plans, and a formal bid solicitation was conducted in CDBG Program Year 2023.

4. Summary of citizen participation process and consultation process

A key element of this Consolidated Plan is its emphasis on citizen participation and stakeholder engagement to guide the City in identifying needs and establishing priorities and goals for the use of its CDBG funds. The City used a variety of methods to engage the community in the Consolidated Planning process with the goal of obtaining broad participation. Following is a summary of the City's citizen participation process:

- **Community Needs Assessment Survey** – A needs assessment survey was made available to the public online and hard copies were available upon request. The survey was available from March 13 – May 31, 2024. The survey was advertised on the City's website and the City sent direct links of the surveys to nonprofit/service providers. The local paper also ran a brief story highlighting

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the City's Consolidated Planning process which included a link to the survey. The City of Round Rock received 77 responses to the survey.

- **Stakeholder Meetings** - The City held two in-person stakeholder meetings and two virtual stakeholder meetings with non-profit organizations, representatives from City departments, and other social service agency providers to obtain input on the housing and community development needs in Round Rock.
- **One-on-One Stakeholder Consultations** - Individual stakeholder consultations were held with numerous providers to obtain input on community needs and other resources and programs available to address needs.
- **Community Meetings** - Two in-person community meetings were held with participants of the senior center and public housing residents.
- **Public Hearings** - The City held two public hearings. The first public hearing held on March 28, 2024, during the development of the Consolidated Plan and Annual Action Plan and the second public hearing was held on July 11, 2024, after publication of the draft Consolidated Plan and Annual Action Plan summary on June 7, 2024. A thirty-day comment period was held June 7 - July 11, 2024. Notice of the public hearings and thirty-day comment period were published in the Round Rock Leader Newspaper in English and Spanish in accordance with the City's Citizen Participation Plan. Notices of the public hearings, thirty-day comment period and the draft Consolidated Plan and Annual Action Plan summary were posted on the City's website, sent to stakeholders, placed at the public library, senior center, Round Rock Housing Authority, Round Rock Serving Center, and posted to Nextdoor.

5. Summary of public comments

The community needs assessment survey received 77 responses and of these, 27 persons provided comments about the community needs in Round Rock. Below is a summary of these comments received from residents. A copy of the survey results and complete list of comments is located in the public participation section of the Consolidated Plan.

Neighborhood and Infrastructure Improvements – Residents indicated that sidewalk gaps need to be addressed. There are areas in the community that lack sidewalks and this issue was also raised in the community meeting held at the Round Rock Public Housing Authority. Walking these areas without sidewalks creates a safety hazard for the residents, especially those who have to walk to bus stops for public transportation. Others stated that streets need to be repaved. The City has attempted to provide a temporary fix by adding tar over cracks but now these streets are covered with tar which lowers the aesthetic quality of the neighborhood. Other comments related to neighborhood, facility and infrastructure improvements include requests for more bike racks on bike trails; the need for lighting at parks, basketball courts, and soccer practice fields; and general comments on the need for repair to City of Round Rock streets, roads, and infrastructure.

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Public Services and Services for Special Needs Populations – Residents commented on the need for the following services and programs: services and programs focused on the LGBTQ+ community and particularly the LGBTQ+ youth; senior transportation programs; more senior service programs; more services for the indigent; financial assistance programs that assist with rent and utilities; mental health services for teens and young adults; assistance with childcare subsidies for low income families and assistance to non-profit organizations operating childcare centers at a lower cost.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City accepted all comments provided during the public engagement process. Any comment received during the public comment period of June 7-july 11 will be addressed and added to this plan.

7. Summary

The City of Round Rock used a variety of methods to engage residents and stakeholders to broaden participation and input on the development of the Consolidated Plan and Annual Action Plan.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities 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	Community and Neighborhood Services Department
CDBG Administrator	Round Rock	Elizabeth Alvarado
HOME Administrator	N/A	N/A

Table 1 – Responsible Agencies

Narrative

The City of Round Rock's Community Development Office located within the Community and Neighborhood Services Department is the lead administrator responsible for the development of the Consolidated Plan and Annual Action Plans 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. The primary responsibilities of the Community Development Office are to research local social and reinvestment needs of the community; develop priorities and strategies to address these needs in consultation with City departments and local public and private service organizations; apply for CDBG program funds and distribute them to public and private organizations that best meet the identified needs; provide technical assistance to these organizations and other project sponsors and monitor all project activities to ensure compliance with HUD regulatory and policy requirements.

Consolidated Plan Public Contact Information

Elizabeth Alvarado, CDBG Coordinator
 City of Round Rock Community & Neighborhood Services
 221 East Main Street
 Round Rock, TX 78664
 (512) 341-3328 office
ealvarado@roundrocktexas.gov

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City developed an outreach plan for the development of the Consolidated Plan aimed at maximizing efforts to increase resident and stakeholder participation. The City consulted with residents and numerous community stakeholders through meetings and interviews.

The City held two in-person stakeholder meetings, two virtual stakeholder meetings, several individual consultations, and two in-person community meetings. The needs assessment survey was made available via online, and hard copy and was available in both English and Spanish. The City also published survey notices online on the City's website and sent direct links of the surveys to nonprofit/service providers and requested assistance with outreach.

The City held two public hearings for the 2024 -2028 Consolidated Plan. The first public hearing was held on March 28, 2024 before city council, during the development of the Consolidated Plan and the second public hearing was held on July 11, 2024, after publication of the draft Consolidated Plan and Annual Action Plan summary on June 7, 2024. A thirty-day comment period was held June 7 - July 11, 2024. Notice of the public hearings and thirty-day comment period were published in the Round Rock Leader Newspaper in English and Spanish in accordance with the City's Citizen Participation Plan. Notices of the public hearings, thirty-day comment period and draft Consolidated Plan and Annual Action Plan summary were posted on the City's website, sent to stakeholders, placed at the public library, senior center, Round Rock Housing Authority, Round Rock Serving Center, and posted to Nextdoor.

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)).

The City of Round Rock regularly consults with housing providers, private and governmental health, and services agencies through meetings and coordination of activities. The City participates in the monthly Williamson County Non-Profit Networking Meeting which is an education forum supporting Williamson County and Central Texas non-profit organizations, educational institutions, businesses, governmental organizations and other to discuss programs, initiatives, and activities.

The City also attends Round Rock Housing Authority (RRHA) board meetings and coordinates with the RRHA regarding public service activities.

During the development of the Consolidated Plan, the City held two stakeholder group meetings on March 27 & 28, 2024 to gather input from several social service organizations, City departments, housing

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providers, and health providers. Additional input from social service agencies and other stakeholders was gathered during individual virtual meetings.

The City invited neighboring jurisdictions including Williamson County, City of Pflugerville, Travis County, and City of Austin to participate in stakeholder meetings or individual meetings for the development of the Consolidated Plan.

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

The Texas Homeless Network (THN) is the agency that provides Continuum of Care services for the balance of the State of Texas including the City of Round Rock. There is no local CoC agency in Round Rock or Williamson County. In 2019, the Wilco Homeless Coalition was created by volunteers Ebby Green, President, and Jose Lopez, Secretary, as they and organizations like Bluebonnet Trails, a mental health care facility for adults, adolescents and children with serious mental illness and other emotional disorders, began to notice that housing was increasingly in short supply in the county. The Coalition is a collaboration of members and stakeholders in Wilco and is affiliated with the Texas Homeless Network (<https://www.thn.org/>) as part of its Continuum of Care, which is a collaborative approach to planning and funding for services related to homelessness. The City of Round Rock CDBG Staff actively participates in the Wilco Homeless Coalition.

In October 2023, The Wilco Homeless Coalition and the Volunteer Center hosted the Williamson County Homelessness Awareness Event. Service providers from various organizations participated to assist community members who attended to gain a greater understanding of this issue and learn how they can volunteer. Using the Round Rock Independent School District's definition of homelessness, there are an estimated 1,000 students experiencing homelessness that includes living in a car, or with a friend or relative, or in some other community shelter.

The Wilco Homeless Coalition will continue to coordinate with THN on the annual Point in Time Count and work towards addressing homelessness issues in Round Rock and providing resources to persons at risk of or experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Round Rock does not receive ESG funds. The City coordinates with the Wilco Homeless Coalition and THN to address homelessness.

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2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Texas Homeless Network
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information and data for the Consolidated Plan. E-mail and individual consultation. THN continues to coordinate with the Wilco Homeless Coalition on homelessness issues and referrals for assistance.
2	Agency/Group/Organization	HOPE ALLIANCE
	Agency/Group/Organization Type	Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group and provided input on community development and housing needs.
3	Agency/Group/Organization	Sacred Heart Community Clinic
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
4	Agency/Group/Organization	Opportunities for Williamson and Burnett Counties
	Agency/Group/Organization Type	Services – Elderly Persons Services – Persons with Disabilities

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	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
5	Agency/Group/Organization	CASA of Williamson County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Needs – Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
6	Agency/Group/Organization	Wilco Homeless Coalition
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in individual consultation. Wilco Homeless Coalition will continue to work in the community on homelessness issues.
7	Agency/Group/Organization	Williamson County Childrens Advocacy Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.

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8	Agency/Group/Organization	Williamson County and Cities Health District
	Agency/Group/Organization Type	Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs, and participated in individual consultation.
9	Agency/Group/Organization	Ladders for Leaders
	Agency/Group/Organization Type	Services- Employment Services - Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
10	Agency/Group/Organization	Texas Baptist Children's Home
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
11	Agency/Group/Organization	Central Texas Community Foundation
	Agency/Group/Organization Type	Services –Foundation

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
12	Agency/Group/Organization	Round Rock Fire Department
	Agency/Group/Organization Type	Fire Protection
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
13	Agency/Group/Organization	Round Rock Code Enforcement
	Agency/Group/Organization Type	Code Enforcement
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
14	Agency/Group/Organization	Round Rock Community Development Department
	Agency/Group/Organization Type	Community development
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.

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15	Agency/Group/Organization	Round Rock Parks and Recreation Department
	Agency/Group/Organization Type	Parks and Recreation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
16	Agency/Group/Organization	Round Rock Police Department
	Agency/Group/Organization Type	Law Enforcement
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
17	Agency/Group/Organization	Round Rock Municipal Court
	Agency/Group/Organization Type	Municipal Court
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
18	Agency/Group/Organization	Round Rock Planning Department
	Agency/Group/Organization Type	Planning
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
19	Agency/Group/Organization	Round Rock Office of Emergency Management
	Agency/Group/Organization Type	Emergency Management
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
20	Agency/Group/Organization	Round Rock Transportation
	Agency/Group/Organization Type	Transportation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended individual consultation; provided input on community development and housing needs.
21	Agency/Group/Organization	Habitat for Humanity
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
22	Agency/Group/Organization	Senior Access
	Agency/Group/Organization Type	Services – Elderly Services – Persons with Disabilities

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
23	Agency/Group/Organization	Jail to Jobs
	Agency/Group/Organization Type	Services - Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended the stakeholder focus group, provided input on community development and housing needs.
24	Agency/Group/Organization	Upwards
	Agency/Group/Organization Type	Services - Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation and provided input on community development and housing needs.
25	Agency/Group/Organization	Rock on Center for Kids
	Agency/Group/Organization Type	Services – Children Services – Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation and provided input on community development and housing needs.

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26	Agency/Group/Organization	Capital Idea
	Agency/Group/Organization Type	Services – Employment Services - Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Market Analysis Strategic Plan
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation and provided input on community development and housing needs.
27	Agency/Group/Organization	Round Rock Area Serving Center
	Agency/Group/Organization Type	Services-Food Services – Financial Assistance
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Strategic Plan Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder focus group, provided input on community development and housing needs.
28	Agency/Group/Organization	Round Rock Housing Authority
	Agency/Group/Organization Type	PHA Housing Services- Housing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Public Housing Needs Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual consultation; provided data and provided input on housing and public housing needs.

Identify any Agency Types not consulted and provide rationale for not consulting

During the development of the Consolidated Plan, the City of Round attempted to consult several organizations providing a wide array of services to residents, particularly low to moderate income persons. Some of these organizations did not respond to an invitation to consult.

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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	Texas Homeless Network Texas Balance of State Continuum of Care (BoS CoC)	The Texas Homeless Network is the organization that handles the Texas Balance of State Continuum of Care. The goals of the Bos CoC plan were reviewed and were considered when developing the strategic plan.
Round Rock 2030 Comprehensive Plan	City of Round Rock	This long-range document serves as the policy guide and framework for land use decisions for the next decade. The plan highlights how the City has changed over the past decade and creates a vision for what Round Rock might look like in the year 2030. This plan helped inform with needs and goals for the Strategic plan.
Hazard Mitigation Plan	City of Round Rock	The goals of the hazard mitigation plan helped to inform hazard mitigation risk for low- to moderate-income households. This plan is updated every five years. During the development of this Consolidated Plan, the City of Round Rock was in the process of updating its plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Round Rock Community and Neighborhood Services coordinates with the Round Rock Housing Authority, Williamson County, and Wilco Homeless Coalition in the implementation of the Consolidated Plan.

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PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal setting**

The City of Round Rock conducted a Consolidated Plan Needs Assessment survey beginning March 13, 2024, and ending May 30, 2024. The City utilized a comprehensive outreach approach that included stakeholder communications, stakeholder meetings, social media posts, and the City’s websites and promotion of the outreach on the city news page. A hard copy and online version of the survey, in English and Spanish, was made available for distribution to local non-profits. This public engagement process assisted in identifying priority needs of low-income households in Round Rock.

A total of 77 survey responses were received. Residents were given the option to complete a survey or e-mail a comment. In addition, community input meetings were held on March 28, 2024, to gather resident input at Baca Senior Center and at the Round Rock Public Housing Authority.

The City held a needs assessment Public Hearing on March 28, 2024, at the City council meeting. A public notice of the meeting was published in the Round Rock Leader newspaper. Four representatives from non-profit agencies signed up to speak and all comments were accepted.

The City issued a Public Notice in the Round Rock Leader in English and Spanish on June 7, 2024, initiating the public comment period on the draft Consolidated Plan and Annual Action Plan from June 7, 2024 - July 11, 2024. The second public hearing took place at the City council meeting on July 11, 2024. All comments received at this public hearing will be incorporated into the Consolidated Plan.

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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 Meeting	Non-targeted/broad community	A community meeting was held at the Baca Senior Center on March 28, 2024. Information about the Consolidated Plan was available to the senior center participants. Approximately 30 senior center participants were present during the event. Some residents completed a paper survey.	See Citizen Participation section.	All comments were accepted.	

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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	Public Meeting	Residents of Public and Assisted Housing	A community meeting was held at the Round Rock Public Housing Authority on March 28, 2024. Information about the Consolidated Plan was available to public housing residents and the community. Approximately 6 housing authority residents attended and completed a survey.	See Citizen Participation section.	All comments were accepted.	
3	Public Meeting	Community Stakeholders and Non-Profit Organizations	Two stakeholder meetings were held on March 27, 2024. A total of 27 participants attended the meeting. In addition, virtual meetings were held with an additional 18 stakeholders.	See Citizen Participation section.	All comments were accepted.	

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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	Public Hearing	Non-targeted/broad community	A public hearing was held on March 28, 2024, at the city council meeting to gather input on the needs assessment of the Consolidated Plan. A total of 4 agencies registered to speak at the Public Hearing.	See Citizen Participation section.	All comments were accepted.	

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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)
5	Newspaper Ad	Non-targeted/broad community	A newspaper ad announcing the draft Consolidated Plan and Action Plan was published in the Round Rock Leader on June 7, 2024. The notice also announced the second public hearing to be held on July 11, 2024. A copy of the draft plan was made available on the City's website. Notices were also placed at the library, RRHA, Round Rock Area Serving Center and the senior center and posted on the City's website.	See Citizen Participation Section.	All comments were accepted.	

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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)
6	Public Hearing	Non-targeted/broad community	A second and final public hearing was held on July 11, 2024, at the city council meeting to receive any comments on the final draft of the Consolidated Plan.	See Citizen Participation section. ** All comments received will be incorporated into the final Consolidated Plan**	All comments were accepted.	

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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)
7	Surveys and Public Input	Non-targeted/broad community	The City of Round Rock conducted a Consolidated Plan Needs Assessment survey beginning March 13, 2024, and ending May 30, 2024. A hard copy and online version of the survey, in English and Spanish, was made available for distribution. The survey was also sent out to Round Rock homeowners associations. The survey was also promoted on the City's Public Input website page from May 13 - 30, 2024.	A total of 77 survey responses were received. See Citizen Participation section.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment allows the City to collect and analyze quantitative data and qualitative information and examines the housing and services needs of households with low- or moderate-incomes (LMI), people experiencing homelessness, and other special populations the housing and services needs of households.

This section provides summaries on population trends, demographics, incomes, poverty levels, and housing problems in the City of Round Rock in order to reveal insights that will guide the City's strategic plan for use of available funding. Furthermore, the Needs Assessment examines data related to sub-populations of Round Rock residents who are likely to face greater housing needs when compared to the general population, including racial and ethnic minority populations, persons living in or on a waitlist for public housing, homeless persons, and persons living with HIV/AIDS. The Needs Assessment concludes with a review of non-housing community development needs, including the need for public facilities, public improvements, and public services.

The additional data included in this Needs Assessment is intended to supplement the data provided by HUD. Whenever possible, the additional data references the most recent U.S. Census data that is available; specifically, the five-year estimates (2018-2022) from the American Community Survey. Furthermore, where even more up-to-date data was available, such as data related to homes sales prices and market rents, the Needs Assessment also references that data. In some instances, the best available data references the Austin-Round Rock Metropolitan Statistical Area (MSA), rather than the City of Round Rock exclusively; in such instances, the narrative or maps will note that the data relates to the MSA. Maps are also utilized to help add additional context for the data.

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NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

According to the 2020 Census Data, the population of Round Rock was last estimated at 128,810 and has incurred a 17% increase in growth from 109,690 since 2010. In 2021, the total number of households in Round Rock was 41,895. Furthermore, the median household income was estimated at \$86,121 in 2022 compared to \$67,321 for the state of Texas.

The City of Round Rock has continued to experience strong growth. This growth has contributed to rising housing prices and limited affordable supply. The City's lowest income renters have had a harder time finding affordable units.

Cost burden and severe cost burden, for both renter and owner households, are the most common housing problems in Round Rock. According to the HUD tables below, 3,065 low- to moderate-income renter households (32% of all low- to moderate-income renters) experience cost burden and 2,350 low- to moderate-income renter households (24% of all low- to moderate-income renters) experience severe cost burden. Among low- to moderate-income owner households, 34 percent are cost burdened and 18 percent are severely cost burdened.

The HUD-provided tables show cost burden and other housing problems by the Area Median Income levels (AMI). Low-income renters, making 30 percent or below AMI, are disproportionately impacted by severe cost burden and owners making between 50 to 80 percent AMI are disproportionately impacted by cost burden.

According to the resident survey from the Regional Analysis of Impediments to Fair Housing Choice, Round Rock residents' top housing challenges are: increasing rent prices, not being able to afford a down payment to buy a house, and not being able to easily or safely access public transportation.

Round Rock stands out from the region for its relatively low segregation and high racial and ethnic diversity of residents and rising incomes of Black/African American households relative to housing costs. Round Rock renters are less likely to worry about rent increases than renters regionwide (according to the regional fair housing survey).

Housing Needs Assessment Demographics			
Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	109,690	128,810	17%
Households	35,580	41,895	18%
Median Income	72,412	86,121	19%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

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Number of Households Table

Total Households Table	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,375	4,590	7,300	5,780	20,865
Small Family Households	915	2,295	3,450	2,615	13,275
Large Family Households	210	419	780	670	1,765
Household contains at least one person 62-74 years of age	720	610	1,455	720	3,525
Household contains at least one person age 75 or older	520	309	305	310	744
Households with one or more children 6 years old or younger	620	924	1,164	1,060	3,290

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

Housing Problems Table Number of Households	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Substandard Housing - Lacking complete plumbing or kitchen facilities	30	4	35	40	109	125	0	0	25	150
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	10	15	25	55	105	30	0	65	0	95
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	135	175	200	165	675	60	30	55	55	200
Housing cost burden greater than 50% of income (and none of the above problems)	1,890	705	105	0	2,700	480	365	150	20	1,015
Housing cost burden greater than 30% of income (and none of the above problems)	140	2,200	1,515	165	4,020	110	585	1,175	390	2,260
Zero/negative Income (and none of the above problems)	180	0	0	0	180	105	0	0	0	105

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

Housing Problems 2 Table Number of Households	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Having 1 or more of four housing problems	4,365	6,405	4,765	900	16,435	2,960	2,155	3,960	1,455	10,530
Having none of four housing problems	740	330	4,965	4,470	10,505	295	1,485	5,220	5,665	12,665
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source Comments: CHAS Data

3. Cost Burden > 30%

Cost Burden > 30% Number of Households	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Small Related	610	1,700	850	3,160	190	425	610	1,225
Large Related	120	200	165	485	60	149	80	289
Elderly	615	320	195	1,130	325	265	240	830
Other	825	840	540	2,205	110	125	395	630
Total need by income	2,170	3,060	1,750	6,980	685	964	1,325	2,974

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

Cost Burden > 50% Number of Households	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Small Related	0	0	350	350	190	155	0	345
Large Related	0	0	20	20	60	19	20	99
Elderly	615	180	25	820	230	115	30	375
Other	0	790	150	940	95	0	0	95
Total need by income	615	970	545	2,130	575	289	50	914

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

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What are the most common housing problems?

The most common housing problem for both owners and renters is housing cost-burden.

According to CHAS data (2016-2020):

- Renter and Owner households at 30% AMI are disproportionately experiencing severe housing cost burden (over 50% of income).
- Renter households at 30%-50% AMI are disproportionately experiencing housing cost burden (over 30% of income).
- Owner households at 50%-80% AMI are proportionately experiencing housing cost burden (over 30% of income).
- Renter households at 50% AMI and below are most likely to be affected by one or more of four housing problems.
- Owner households at 30% AMI and below are most likely to be affected by one or more of four housing problems.

Renter households are experiencing a higher rate of housing problems overall.

Are any populations/household types more affected than others by these problems?

“Small related” renter and “other” (may include singles, roommates, people living in group homes, etc.) renter households are the most affected by cost burden. Data demonstrates:

- 610 small related renter households, 615 elderly renter households, and 825 other renter households at 30% AMI are cost burdened
- 615 elderly renter households at 30% AMI are severely cost burdened
- 1700 small related renter households at 30% AMI are cost burdened

Elderly renter households at 30% AMI or below are disproportionately impacted by cost burden. Overall, renters are more likely than owners to experience housing problems.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

Based on 2016-2020 CHAS data, Renter households at 30% AMI or below are disproportionately experiencing severe house burden spending more than 50% of their income on housing are most at risk of becoming homeless.

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The Central Texas Fair Housing Survey provides additional insight into two types of households that are currently housed but may be at imminent risk of homelessness. Those households are described below.

- Households with incomes less than \$25,000 (11% of 259 respondents):
- Among households with incomes less than \$25,000, more than one in four live in large families; half are renters and 27 percent are precariously housed. Nearly half (48%) have children under the age of 18 in the home. Slightly less than half (45%) live in a household that includes a member with a disability. Nearly three in 10 (27%) are unemployed or looking for work, 14 percent receive disability benefit income, and 5 percent are retired.
- Housing challenges experienced by Round Rock’s low-income households include “inadequate sidewalks, street lights, drainage, or other infrastructure in my neighborhood” (32%), a member of the household with a disability has difficulty getting around the neighborhood due to broken or missing sidewalks (27%), one in four (23%) “need help taking care of myself/my home and can’t find or afford to hire someone,” and one in four (23%) “can’t pay my utilities”.
- Precariously housed (10% of 259 respondents)—couch-surfing or otherwise not included on a lease, staying in emergency shelters, or living in transitional housing programs:
- Compared to the typical Round Rock resident, those who are precariously housed are three times more likely to have incomes less than \$25,000. Precariously housed residents comprise nearly one in four (23%) of all large family survey respondents. In Round Rock, the median age range of precariously housed survey respondents is 25 to 34, younger than the median of all Round Rock respondents (ages 45 to 54). Precariously housed residents are slightly less likely than the typical Round Rock resident to have children under age 18 living in the home (44% versus 50% overall). Precariously housed residents are also more likely than the typical resident to live in a household with a person with a disability (35% versus 22%). Precariously housed residents are much less likely than the average resident be employed full time (21% versus 62%), and nearly one in five (17%) precariously housed respondents are unemployed/looking for work.
- Housing challenges among the precariously housed include: living in a home that is not big enough for the family (17%), “I need help taking care of myself/my home and can’t find or afford to hire someone” (17%), “I can’t pay my utilities” (17%), and difficulty finding a place to rent due to bad credit/history of evictions/foreclosure (13%).

There are no active rapid re-housing assistance programs in Round Rock, but Hope Alliance provides emergency shelter, counseling, and case management at its confidential, secure, shelter location for victims of family violence and sexual assault. While the shelter is only open to women and children, alternative emergency shelter can be arranged for male or transgender survivors to ensure that all victims have access to these services. The shelter is open 24 hours a day, 365 days a year. Most families stay about 30 days. Food, clothing, safety planning, case management, counseling, legal advocacy, hospital and court accompaniment, tutoring, and assistance with crime victim compensation and protective orders are available throughout the stay. Hope Alliance services Williamson County.

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In addition, during focus group meetings and consultations, stakeholders identified the following needs for individuals and families with children who are at risk of experiencing homelessness:

- Additional affordable housing units
- Additional vouchers to access affordable housing
- Affordable childcare
- Additional resources to assist persons who are not traditionally counted as at risk of homelessness such as persons who “couch surf” and multiple families living in one single household due to lack of affordable housing in the area

In addition, the Point-in-Time (PIT) Report serves as a survey of individuals and families experiencing both sheltered and unsheltered homelessness. Although the PIT Count estimates persons already experiencing homelessness, an examination of the data can help inform the characteristics of low-income individuals and families who may be at risk of becoming homeless. The 2024 PIT Count for the City of Round Rock identified 22 total unsheltered persons, including 3 children (under 18 years of age) and 0 young adults (age 18-24). Individuals and families who are most “at-risk” of homelessness are persons vulnerable to losing permanent housing due to domestic violence, substance abuse, mental illness, overcrowded living conditions, and households earning less than 30% AMI, paying more than 50% of their income on housing, or those who have prior episodes of homelessness.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

There is currently no available estimate of the size of the at-risk population.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing cost burdens coupled with stagnant wages will continue to impact a high number of low-income residents at risk of homelessness. Those who are cost burdened will be disproportionately affected by housing precarity, particularly when faced with overcrowding, domestic violence, or nearing the end of subsidized voucher programs.

Consultations with stakeholders identified typical indicators of at-risk populations as:

- Precariously housed (e.g., couch-surfing, living in hotel/motel)
- Inability to pay utilities
- Inability to pay property taxes
- Eviction or foreclosure notices
- Inability to secure housing due to criminal history
- History or eviction or foreclosure

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Based on the Central Texas Fair Housing Survey, we estimate that 10 percent of Round Rock's households are precariously housed, approximately 3,837.

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NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section compares the existence of housing problems among racial and ethnic groups in relation to the jurisdiction as a whole to determine whether any group(s) experience(s) a disproportionate burden of the area’s housing problems. According to HUD guidelines, a disproportionately greater need exists when households comprised of a certain racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction. The following series of tables examines different housing problems by racial and ethnic groups across the 0%-30%, 30%-50%, 50%-80%, and 80%-100% AMI bands.

The four housing problems are:

1. Lacks complete kitchen facilities
2. Lacks complete plumbing facilities
3. Between 1.0 and 1.5 persons per room
4. Cost Burden over 30%

By HUD’s definition of disparity as 10% or higher, a few different racial and ethnic groups experience a disproportionately greater need when it comes to housing problems. Below are breakdowns of the proportion of the jurisdiction experiencing housing problems within each income bracket, and the racial/ethnic groups experiencing disproportionately greater need related to housing problems within each income band.

0-30% AMI:

- Within this income band, 82% of households experience one or more of the four housing problems.
- All racial groups in this income band similarly experience housing problems with one of the four housing problems. It should be noted that no American Indian, Native Alaskan or Pacific Islander households were documented in this income band.

30-50% AMI:

- Within this income band, 89% of households experience one or more of the four housing problems.
- Pacific Islanders in this band experience disproportionately greater need, with 100% of Pacific Islander households (20) experiencing one or more of the four housing problems.

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50-80% AMI:

- Within this income band, 65% of households experience one or more of the four housing problems.
- Black/African American households in this band experience disproportionately greater need, with 76% (570) experiencing one or more of the four housing problems.

80-100% AMI:

- Within this income band, 23% of households experience one or more of the four housing problems.
- White and Hispanic households in this band experience disproportionately greater need, with 23% of White households (650) and 25% of Hispanic households (255) experience one or more of the four housing problems.

0%-30% of Area Median Income

Disproportionally Greater Need 0-30% AMI			
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,104	165	295
White	919	35	110
Black / African American	305	45	35
Asian	125	0	25
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	690	85	115

Table 11 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

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30%-50% of Area Median Income

Disproportionally Greater Need 30%-50% AMI			
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,275	414	0
White	1,299	174	0
Black / African American	320	70	0
Asian	115	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	20	0	0
Hispanic	1,390	140	0

Table 12 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Disproportionally Greater Need 50%-80% AMI			
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,744	2,045	0
White	1,974	1,030	0
Black / African American	570	180	0
Asian	190	115	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	789	630	0

Table 13 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

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1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Disproportionally Greater Need 80%-100% AMI			
Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,035	3,564	0
White	650	2,139	0
Black / African American	80	360	0
Asian	30	215	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	255	755	0

Table 14 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section compares the existence of severe housing problems among racial and ethnic groups in relation to the jurisdiction as a whole to determine whether any group(s) experience(s) a disproportionate burden of the area’s housing problems. According to HUD guidelines, a disproportionately greater need exists when households comprised of a certain racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction.

The following series of tables examines different housing problems by racial and ethnic groups across the 0%-30%, 30%-50%, 50%-80%, and 80%-100% AMI income bands.

The four housing problems are:

1. Lacks complete kitchen facilities
2. Lacks complete plumbing facilities
3. More than 1.5 persons per room
4. Cost burden over 50%

By HUD’s definition of disparity as 10% or higher, a few different racial and ethnic groups experience a disproportionately greater need when it comes to housing problems. Below are breakdowns of the proportion of the jurisdiction experiencing housing problems within each income band, and the racial/ethnic groups experiencing disproportionately greater need related to housing problems within each income band.

0-30% AMI:

- Within this income band, 78% of households experience one or more of the four severe housing problems.

30-50% AMI:

- Within this income band, 40% of households experience one or more of the four severe housing problems.
- Asian and Pacific Islander households in this band experience disproportionately greater need, with 72% of Asian households (90) and 100% of Pacific Islander households (20) experience one or more of the four severe housing problems.

50-80% AMI:

- With this income band, 13% of households experience one or more of the four severe housing problems.

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- Disproportionately greater need is not experienced by any specific racial or ethnic group.

80-100% AMI:

- With this income band, 5% of households experience one or more of the four severe housing problems.

0%-30% of Area Median Income

Severe Housing Problems 0%-30% AMI			
Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,004	275	295
White	844	115	110
Black / African American	305	45	35
Asian	100	20	25
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	685	89	115

Table 15 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

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30%-50% of Area Median Income

Severe Housing Problems 30%-50% AMI			
Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,464	2,234	0
White	669	804	0
Black / African American	120	275	0
Asian	90	35	0
American Indian, Alaska Native	0	0	0
Pacific Islander	20	0	0
Hispanic	535	1,000	0

Table 16 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems 50%-80% AMI			
Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	745	5,039	0
White	325	2,669	0
Black / African American	105	640	0
Asian	65	240	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	215	1,199	0

Table 17 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

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*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems 80%-100% AMI			
Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	235	4,365	0
White	100	2,689	0
Black / African American	30	410	0
Asian	30	215	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	80	925	0

Table 18 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

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NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section compares the existence of housing cost burden and severe cost burden among racial and ethnic groups in relation to the jurisdiction as a whole to determine whether any group(s) experience(s) a disproportionate burden of the area’s cost burden. According to HUD guidelines, a disproportionately greater need exists when households comprised of a certain racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction.

A household is considered cost burdened if they spend between 30% and 50% of monthly income on housing costs, and severely cost burdened if they spend more than 50% of monthly income on housing costs.

Looking at the Housing Cost Burden Table (below), the proportion of the population most greatly burdened by housing costs is the Pacific Islander group with 100% of the population experiencing cost burden compared to 29% of the jurisdiction (as a whole). It should be noted that the total number of Pacific Islander households is too low to accurately assess disproportionate needs.

Housing Cost Burden

Greater Need: Housing Cost Burdens by AMI				
Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	26,659	6,544	3,824	310
White	16,055	3,399	1,903	110
Black / African American	2,315	790	475	50
Asian	1,870	220	250	25
American Indian, Alaska Native	60	0	0	0
Pacific Islander	0	0	20	0
Hispanic	5,824	1,825	1,080	115

Table 19 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

By HUD's definition of disparity as 10% or higher, a few different racial and ethnic groups experience a disproportionately greater need when it comes to housing problems. Below are breakdowns of the proportion of the jurisdiction experiencing housing problems within each income bracket, and the racial/ethnic groups experiencing disproportionately greater need related to housing problems within each income band.

30-50% AMI:

- Pacific Islanders in this band experience disproportionately greater need, with 100% of Pacific Islander households (20) experiencing one or more of the four housing problems.

50-80% AMI:

- Black/African American households in this band experience disproportionately greater need, with 76% (570) experiencing one or more of the four housing problems.

80-100% AMI:

- White and Hispanic households in this band experience disproportionately greater need, with 23% of White households (650) and 25% of Hispanic households (255) experience one or more of the four housing problems.

If they have needs not identified above, what are those needs?

Differences in housing needs by race and ethnicity can also be assessed by differences in homeownership rates, access to publicly assisted housing, and lived experiences and challenges with obtaining housing. As discussed in the region's Analysis of Impediments, homeownership rates for Black/African American residents and Hispanic residents are lower than for Non-Hispanic White residents. It should be noted that the gap in ownership rates between Non-Hispanic White and minority households is smaller in Round Rock than in the region overall and the City has higher rates of minority ownership than many other jurisdictions in Central Texas.

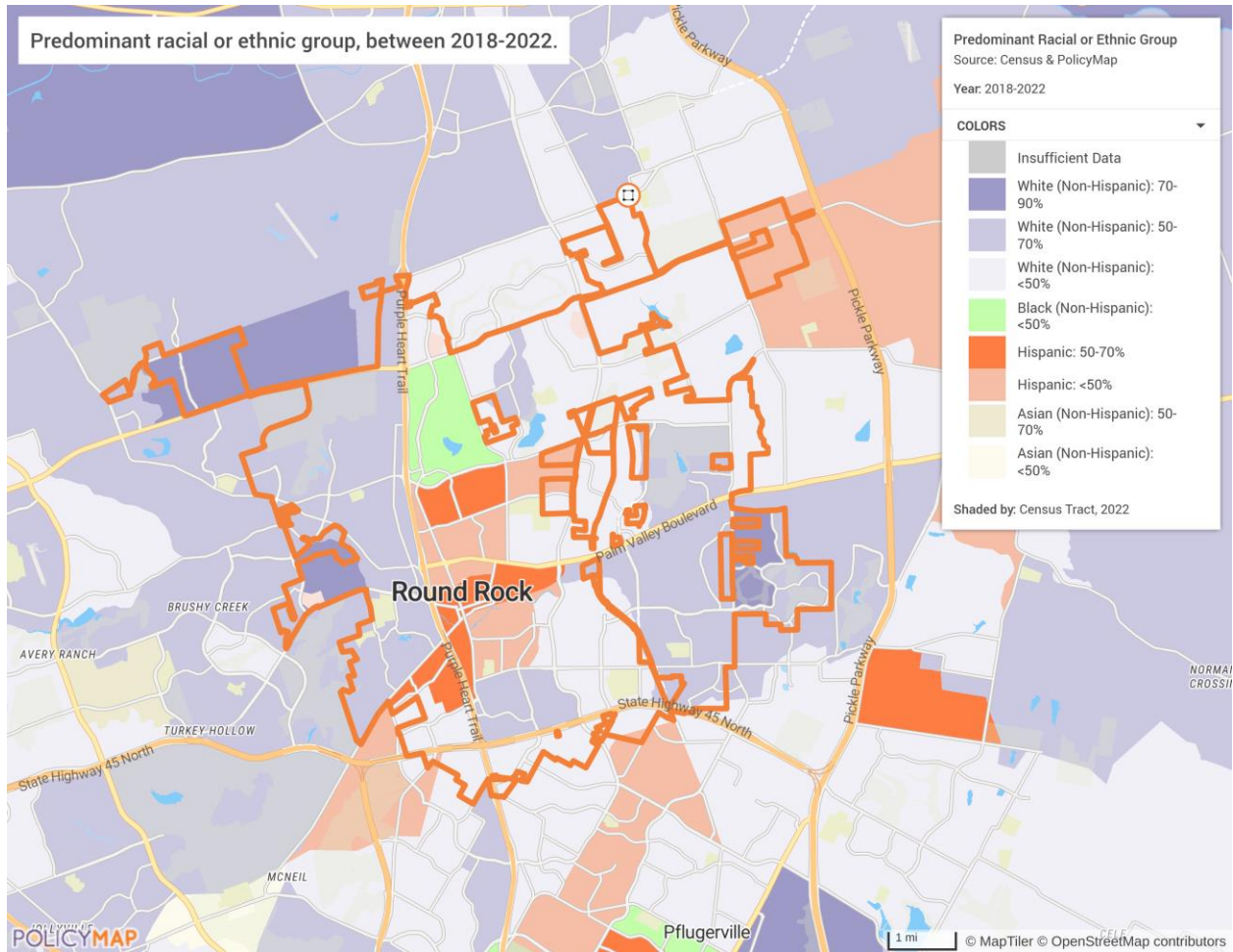
Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The distribution of residents by race and ethnicity is demonstrated in the map below. The map shows a concentration of the Black residents in the northcentral part of the city, a concentration of Hispanic residents in central census tracts, and some concentration of Black/African American residents in central

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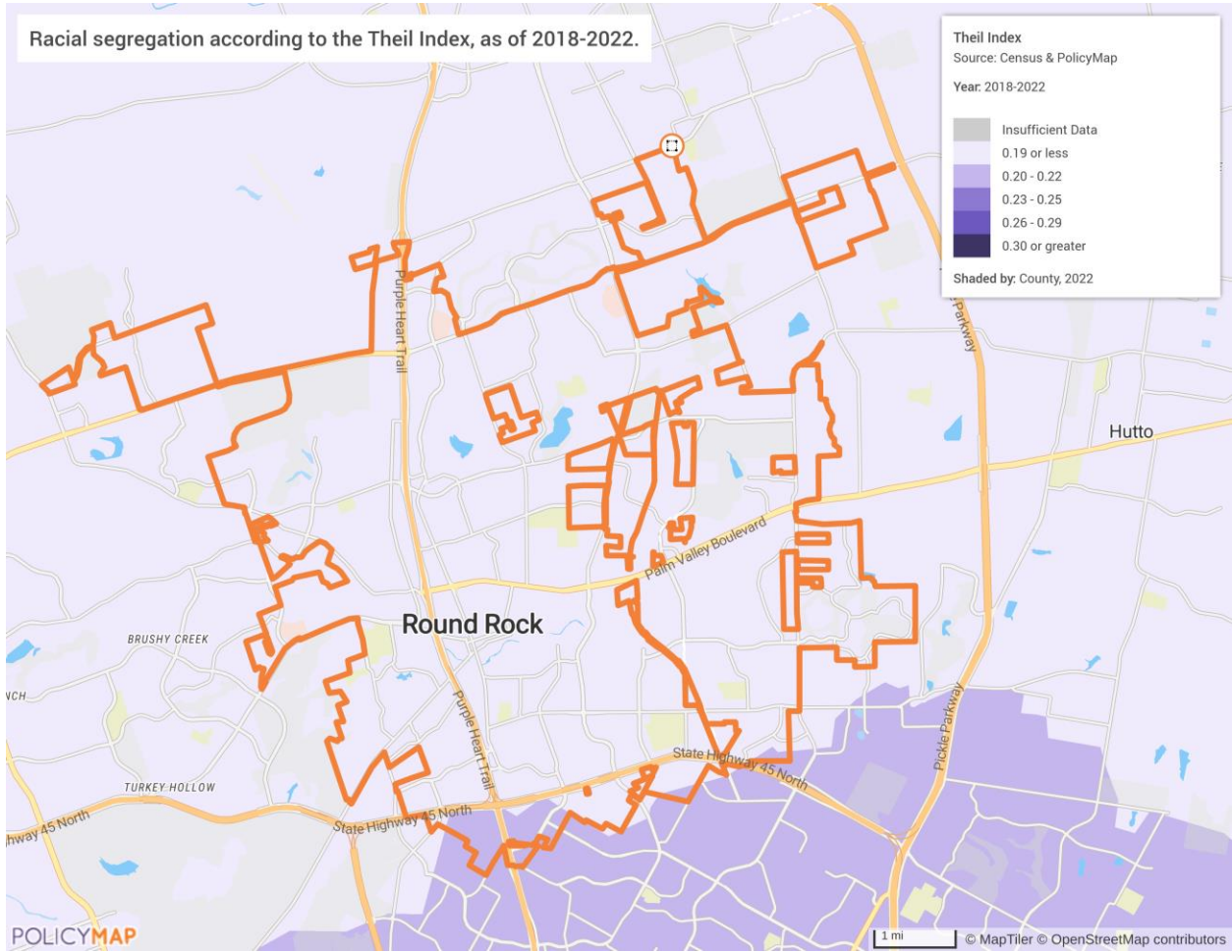
and southern parts of the city. Overall, Round Rock has relatively low segregation of residents by race or ethnicity compared to other central Texas cities.

**Predominant Racial or Ethnic Group
2018-2022 ACS**



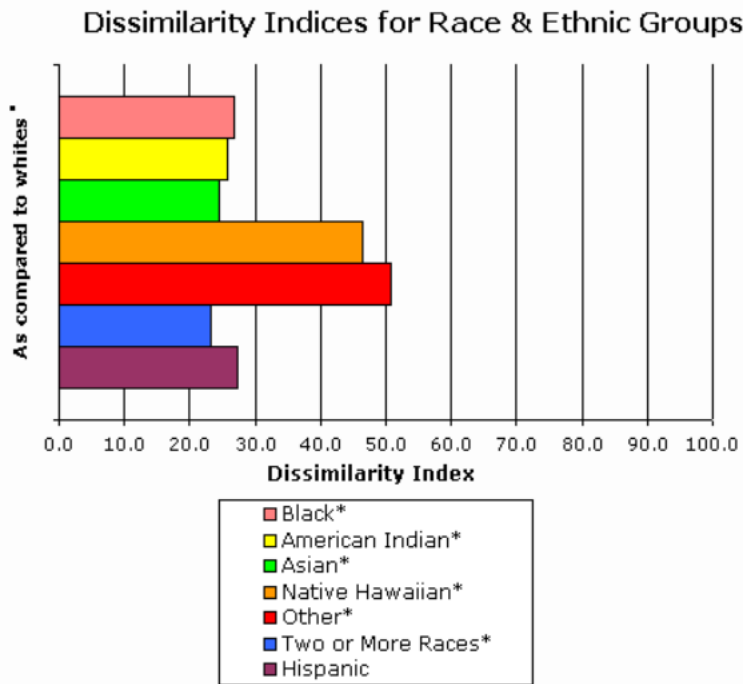
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Racial Segregation (Theil Index)



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Segregation for the City of Round Rock
Census Scope



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NA-35 Public Housing – 91.205(b)

Introduction

Private housing market factors combined with a lack of federal funding for public housing create extra challenges for housing authorities. The data tables below show the current inventory of publicly supported housing in Round Rock and the populations served.

Round Rock Housing Authority was established in 1966, with the first development built in 1972. Today, the Housing Authority owns 88 units and administers 107 Section 8 Housing Choice Vouchers. Another 123 vouchers are port-ins from over 90 other PHAs around the U.S. Approximately 318 total persons are assisted through RRHA’s programs.

Of the 88 public housing units, 28 units in Cushing are mainly for the elderly, with some family households. Both Westwood and Lance Haven have 30 units for family households. No public housing home ownership initiative currently exists.

Round Rock Housing Authority’s housing portfolio previously included 11 scattered site properties, but the housing authority received HUD approval to dispose of these units. As of June 2024, all families residing at these scattered sites have been relocated and 9 of the 11 properties have been sold; the remaining 2 properties are listed for sale. Residents living in these homes were given the option to purchase the home at market rate prior to listing them for sale on the open housing market. The proceeds from the sale of these properties will be used to renovate the existing 88 aging PHA units that are in much need of renovations. The RRHA is in the process of hiring a consultant to develop a plan for the rehabilitation of these units.

For Housing Choice Voucher holders, state law prohibits cities and counties from including Source of Income as a protected class, which can create barriers to using vouchers in the private market. Regionwide, voucher holders have fewer options for using their vouchers than five years ago (due to market price increases) and landlords have no requirement or incentive to accept voucher holders; voucher holders also report the highest levels of segregation in the region, according to the Regional AI resident survey.

Totals in Use

Public Housing by Program Type	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
# of Units Vouchers In Use	0	0	99	188	0	188	0	0	0

Table 20 - Public Housing by Program Type

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*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Characteristics of Public Housing Residents by Program Type	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project -based	Tenant -based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	13,950	14,432	0	14,432	0	0
Average length of stay	0	0	5	5	0	5	0	0
Average Household size	0	0	1	3	0	3	0	0
# Homeless at admission	0	0	2	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	49	17	0	17	0	0
# of Disabled Families	0	0	17	39	0	39	0	0
# of Families requesting accessibility features	0	0	99	188	0	188	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 21 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Race of Residents

Race of Public Housing Residents by Program Type	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
White	0	0	74	64	0	64	0	0	0
Black/African American	0	0	19	120	0	120	0	0	0
Asian	0	0	5	3	0	3	0	0	0
American Indian/Alaska Native	0	0	1	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

**Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition*

Table 22 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity of Public Housing Residents by Program Type	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
Hispanic	0	0	30	28	0	28	0	0	0
Not Hispanic	0	0	69	160	0	160	0	0	0

**Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition*

Table 23 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity receiving federal financial assistance. The Round Rock Housing Authority makes accommodations for persons with disabilities as units are available. Currently, one-bedroom first floor units are available for those with disabilities.

Round Rock Housing Authority has a total of 88 Public Housing units at three locations in the city. They have 107 Housing Choice Vouchers and 123 Portability Vouchers that have been transferred into Round Rock.

In March 2024, the Round Rock Housing Authority opened the application portal to accept applications to be placed on a waiting list. They received over 1,580 applications and through a lottery system, 600 people were selected to be placed on the waiting list. This was a 75% increase compared to 2023, when the Round Rock Housing Authority received 900 applications for the opportunity to be placed on the waiting list.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

During the development of the Consolidated Plan, a meeting was held at the Round Rock Housing Authority to obtain input from residents on their needs. Residents provided the following comments:

- Although they reside in public housing units, their income is not sufficient to meet their monthly rent and utility expenses.
- Residents expressed the need for better access to assistance programs for food, rent, utilities, transportation, and other public services.
- Several RRHA residents rely on public transportation, and many expressed concern and frustration that the bus stop was recently moved to a location further from the housing authority, which caused a safety hazard for the residents as there are portions of the route to the bus stop that did not have a sidewalk. In addition, the bus stop is lacking seating and a covered shelter.
- One resident commented that the housing units are not well maintained, and service calls are not handled in a timely manner.
- Based on a consultation with the housing authority staff, transportation is one of the greatest needs of the public housing residents.

In summary, the public housing residents expressed that transportation, the cost of housing, utilities and other basic necessities were major challenges.

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The year over year increase in applications for housing choice vouchers from 900 in 2023 to 1,580 in 2024 further demonstrates the affordable housing challenges that many residents are facing.

A focus group was held with current residents of the Round Rock Housing Authority to understand their immediate needs. Participants expressed a need for the following:

- A talented, trusted, and reliable maintenance team is important to address the needs and concerns of the residents and is a contributing factor to their overall well-being and safety;
- Providing more community-based events and programming that contribute to the overall health and well-being of residents, such as community gardens, picnics, and exercise classes;
- Better communication with the housing authority and internal protocols to address resident concerns;
- Better healthy food options—many depend on the pantry for food; and
- Access to quality healthcare, which is a current barrier for many residents.

One resident described the need for more community events: “Residents are always looking for opportunities to get together and connect with each other. Sometimes it’s easy to stay in your house and not get outside and socialize. More opportunities to socialize with one another, such as a picnic or community garden, would be such a wonderful addition to our community.”

Overall, residents felt that attaining affordable housing was a major challenge in Round Rock.

How do these needs compare to the housing needs of the population at large

The need for affordable housing units is an issue as the data demonstrated. In March 2024, the Round Rock Housing Authority opened the application portal to accept applications to be placed on a waiting list. They received over 1,580 applications and through a lottery system, 600 people were selected to be placed on the waiting list. This was a 75% increase compared to 2023, when the Round Rock Housing Authority received 900 applications for the opportunity to be placed on the waiting list. In addition to an increase in housing units, the most immediate needs of public housing residents include supportive services such as childcare, food delivery, access to healthcare, and reliable transportation.

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NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The City of Round Rock is part of the Texas Balance of State Continuum of Care along with 39 Consolidated Plan jurisdictions throughout the State, administered by the Texas Homeless Network. The Texas Homeless Network (THN) is the "collaborative applicant" and leads the HUD Continuum of Care Grants. THN is 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. THN provides training and technical assistance around the State of Texas helping service providers and communities better serve the homeless population with the end goal of preventing and ending homelessness.

Homeless needs are being addressed on a regional basis with coordinated services and shelters provided by agencies located in Round Rock and Austin, Texas.

The following agencies provide temporary shelter, transitional housing, and other services:

- The Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds, offers emergency shelter for victims of domestic violence and sexual assault.
- Round Rock Area Serving Center, currently funded by CDBG 2024 public services and general fund dollars, provides emergency shelter, food and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.
- Texas Baptist Children’s Home, funded with 2024 General Funds, 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.

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Homeless Needs Assessment						
Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	5	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	17	0	0	0	0
Chronically Homeless Individuals	0	2	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	2	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Source: 2024 Point In Time Report

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

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Nature and Extent of Homelessness: (Optional)

Nature and Extent of Homelessness		
Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

No data is available specifically for the City of Round Rock on the extent and nature of homelessness by racial and ethnic group; however, stakeholders indicate there is a significant number of families with children in need of housing assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

No current data is available specifically for the City of Round Rock on the extent and nature of homelessness by racial and ethnic group.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

As mentioned previously, the city of Round Rock is part of the Texas Balance of State Continuum of Care. No data is available specifically for the City of Round Rock on the nature and extent of unsheltered homelessness. Homelessness is a regional issue and is best addressed countywide through the efforts of both Williamson and Travis Counties and local jurisdictions. Since Round Rock's emergency shelter only provides temporary facilities for displaced women and children, the City will work with area providers to address its share of the homeless need through facilities and services provided at the regional level.

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NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Round Rock is home to several populations that require stable housing and supportive services. Some of these populations include the elderly and frail elderly, the severely mentally ill, developmentally disabled, physically disabled, persons with alcohol/other drug addictions, and persons living with HIV/AIDS and related diseases. Per the Consolidated Plan guidelines, below you will find a description of the special needs populations in Round Rock.

It is increasingly difficult to fund non-homeless special needs projects due to the limited amount of funding received annually to support housing and community development initiatives and the increasing amount of basic community needs resulting from ongoing economic conditions. Other resources are available at the federal, state, and local levels, including nonprofit organizations that area organizations can solicit to help provide affordable housing opportunities and supportive services to the non-homeless special needs populations in the city of Round Rock.

The City relies on area nonprofit organizations to provide many services to the non-homeless special needs populations. The City will continue to support the efforts of these and other organizations that provide housing and supportive services to non-homeless special needs individuals. The Williamson County and Cities Health District (WCCHD) offers a variety of services to Round Rock and Williamson County residents, including:

- Alcohol and drug testing services, counseling
- Women, infant and children (WIC) services
- Family assistance
- Public health services
- Senior services
- Emergency services
- HIV testing and counseling

Describe the characteristics of special needs populations in your community:

Disability. There are 5,965 households containing a person with a disability in Round Rock. About 2,600 households include a person with a hearing or vision impairment, 3,100 include a person with an ambulatory limitation, 2,500 include a person with a cognitive limitation, and 2,900 include a person with a self-care or independent living limitation (note there is overlap in the specific types of disabilities as some people/households have more than one limitation).

Overall, 45 % of households that contain a member with a disability have one or more housing problems. By that measure, 2,655 households containing a person with a disability have some type of housing need.

Elderly households. In Round Rock, 6,468 households include at least one person 62 years or older, accounting for 17 percent of all households. Of those, one third (2,100 households) have some type of

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housing need. Senior households may be less able to cope with increasing housing costs as they are more likely to be living on a fixed retirement income.

Large families. There are 4,594 large family households in Round Rock. CHAS data indicates that 45 percent of these households have some type of housing problem. The most common housing need is related to cost burden, but large households are also more susceptible to overcrowding.

Limited English proficient households. Over 1,700 households have limited English proficiency (LEP), meaning they speak English less than very well. The most common languages spoken by LEP households are Spanish (52% of all LEP households), Other Indo-European languages (20%), and Other Asian and Pacific Island (23%). These households may have trouble accessing resources and/or housing-related documents in their native language. The 5 percent of households with limited English proficiency that are living in poverty are most likely to have acute housing needs.

At risk of homelessness. Households spending 50 % or more of their income on housing are considered at risk of homelessness. These households have limited capacity to adjust to rising home prices and are vulnerable to even minor shifts in rents, property taxes, and/or incomes. In Round Rock, 4,128 households (11% of all households) are severely cost burdened and therefore at risk of homelessness.

Persons with alcohol or other drug addiction. In Round Rock, it is estimated that 5,830 residents, aged 18 years or older, live with a substance dependence. LifeSteps, is a non-profit organization located in Round Rock whose mission is to eliminate substance abuse through prevention, intervention, counseling, education, and family services. Programs target at-risk youth, ages 12 to 17, who are experiencing early signs of substance abuse and/or other related risk factors and provide counseling for families in the process of separation and/or divorce. LifeSteps also provides substance abuse education, including DWI offender programs.

What are the housing and supportive service needs of these populations and how are these needs determined?

The non-homeless special needs populations in City of Round Rock have a wide range of service needs, including transitional housing, supportive housing, counseling, care management, transportation to health care facilities and employment, and more. Information was also retrieved from interviews and focus group sessions with area organizations during the planning process.

Stakeholders who participated in the survey identified homeownership opportunities for low- and moderate-income residents (67%), rental housing for low-income renters (61%), housing with a mix of incomes (50%) as some of the top greatest unmet housing needs in Round Rock.

In a focus group with seniors and the elderly, residents expressed the need for affordable housing options, including renting and/or buying new housing to renovating existing homes to meet their evolving needs,

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are the biggest concerns for senior citizens. They also expressed the need for more community centers, like Baca, and better transportation to complete daily tasks that are currently inaccessible.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The City of Round Rock is not a participating jurisdiction and only received CDBG funding annually.

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NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

According to HUD, “Examples of public facilities include centers for seniors, persons with disabilities, youth, and childcare centers, community centers, homeless shelters, housing for people with special needs, libraries, health clinics, and neighborhood fire stations. Parks and recreational facilities are also public facilities as are buildings owned by non-profit organizations that serve the public... Acquisition, construction, reconstruction, rehabilitation, and installation of public facilities and improvements are eligible activities.”

There is an ongoing need for public facility improvements, particularly for ongoing improvements to aging facilities that need repair, maintenance, and additional parks, community and/or senior centers.

How were these needs determined?

The residents of Round Rock indicated need for the following:

Neighborhood and Infrastructure Improvements – Residents indicated that sidewalk gaps need to be addressed. There are areas in the community that lack sidewalks and this issue was also raised in the community meeting held at the Round Rock Public Housing Authority. Walking these areas without sidewalks creates a safety hazard for the residents, especially those who have to walk to bus stops for public transportation. Others stated that streets need to be repaved. The City has attempted to provide a temporary fix by adding tar over cracks but now these streets are covered with tar which lowers the aesthetic quality of the neighborhood. Other comments related to neighborhood, facility and infrastructure improvements include requests for more bike racks on bike trails; the need for lighting at parks, basketball courts, and soccer practice fields; and general comments on the need for repair to City of Round Rock streets, roads, and infrastructure.

Describe the jurisdiction’s need for Public Improvements:

According to HUD, public improvements include “infrastructure such as, streets, playgrounds, and underground utilities.”

The residents of Round Rock indicated need for the following:

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How were these needs determined?

Upon engaging its residents with two public hearings, focus groups, one-on-one consultations, and an online community needs survey, City staff identified public improvement projects that have been prioritized by the Round Rock residents.

Describe the jurisdiction’s need for Public Services:

CDBG funds can be utilized for a wide range of public service activities, including, but not limited to employment services (e.g., job training); crime prevention and public safety; childcare; health services; substance abuse services (e.g., counseling and treatment); and fair housing counseling; education programs; energy conservation; services for senior citizens; services for homeless persons; down payment assistance; and recreational services.

Public Services and Services for Special Needs Populations – Residents commented on the need for the following services and programs: services and programs focused on the LGBTQ+ community and particularly the LGBTQ+ youth; senior transportation programs; more senior service programs; more services for the indigent; financial assistance programs that assist with rent and utilities; mental health services for teens and young adults; assistance with childcare subsidies for low income families and assistance to non-profit organizations operating childcare centers at a lower cost.

How were these needs determined?

Upon engaging its residents with two public hearings, focus groups, one-on-one consultations, and an online community needs survey, City staff issued a Requests for Applications in order to undergo its annual CDBG funding process. Annual funding requests generally open in February with applications due in Mid-March. Funding decisions are made in April or May. The primary responsibilities of the Community

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Development Office are to research local social and reinvestment needs of the community; develop priorities and strategies to address these needs in consultation with City departments and local public and private service organizations; apply for CDBG program funds and distribute them to public and private organizations that best meet the identified needs; provide technical assistance to these organizations and other project sponsors and monitor all project activities to ensure compliance with HUD regulatory and policy requirements.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Round Rock's principal housing-related issue is the current and continued affordability of housing amid increasing housing costs and stagnant wages. As such, it is imperative that the city explore solutions that will minimize the cost of development and maximize affordability opportunities especially for renters at or below 30% AMI and preserve existing affordable units for owners.

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MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section utilizes the latest Decennial Census (2020), 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data, and the American Community Survey (ACS) one-year estimates (2022) and five-year estimates (2018-2022), to examine the composition of the housing market and determine whether the availability of all housing meets the needs of low- and moderate-income households.

Census data shows that there are 45,859 housing units in Round Rock, which is an increase of 4,522 units from the total of 41,337 units accounted for at the prior Consolidated Plan in 2019. The most prevalent housing unit type is 1-unit detached structures, which account for 64% of the housing stock. The next most common housing unit type is multifamily structures with 5-19 units, which accounts for 29% of the housing stock.

Single family homes make up a majority of the units in the city of Round Rock representing 68% of the housing stock and comparing to Williamson County at 73.29% and the State of Texas at 64.7%.

Across the area, an estimated 55.58% or 25,083 households owned their home between 2018-2022. The average size of a household in this area was 2.65 between 2018-2022, as compared to the average household size for the county and the state, 2.67 (Williamson County) and 2.73 (Texas) respectively.

Owner-occupied units with two or three bedrooms make up 58% of the units and 56% of renter-occupied units with two or three bedrooms. This data is consistent with the composition of Round Rock’s housing market, which is comprised predominantly of single-family, owner-occupied units with two to three bedrooms.

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All residential properties by number of units

All Residential Property by Number of Units		
Property Type	Number	%
1-unit detached structure	29,793	65%
1-unit, attached structure	988	2%
2-4 units	1,927	4%
5-19 units	13,151	29%
20 or more units	0	0%
Mobile Home, boat, RV,	0	0%
Total	45,859	100%

Table 24 – Residential Properties by Unit Number

Data Source: 2018-2022 ACS

Unit Size by Tenure

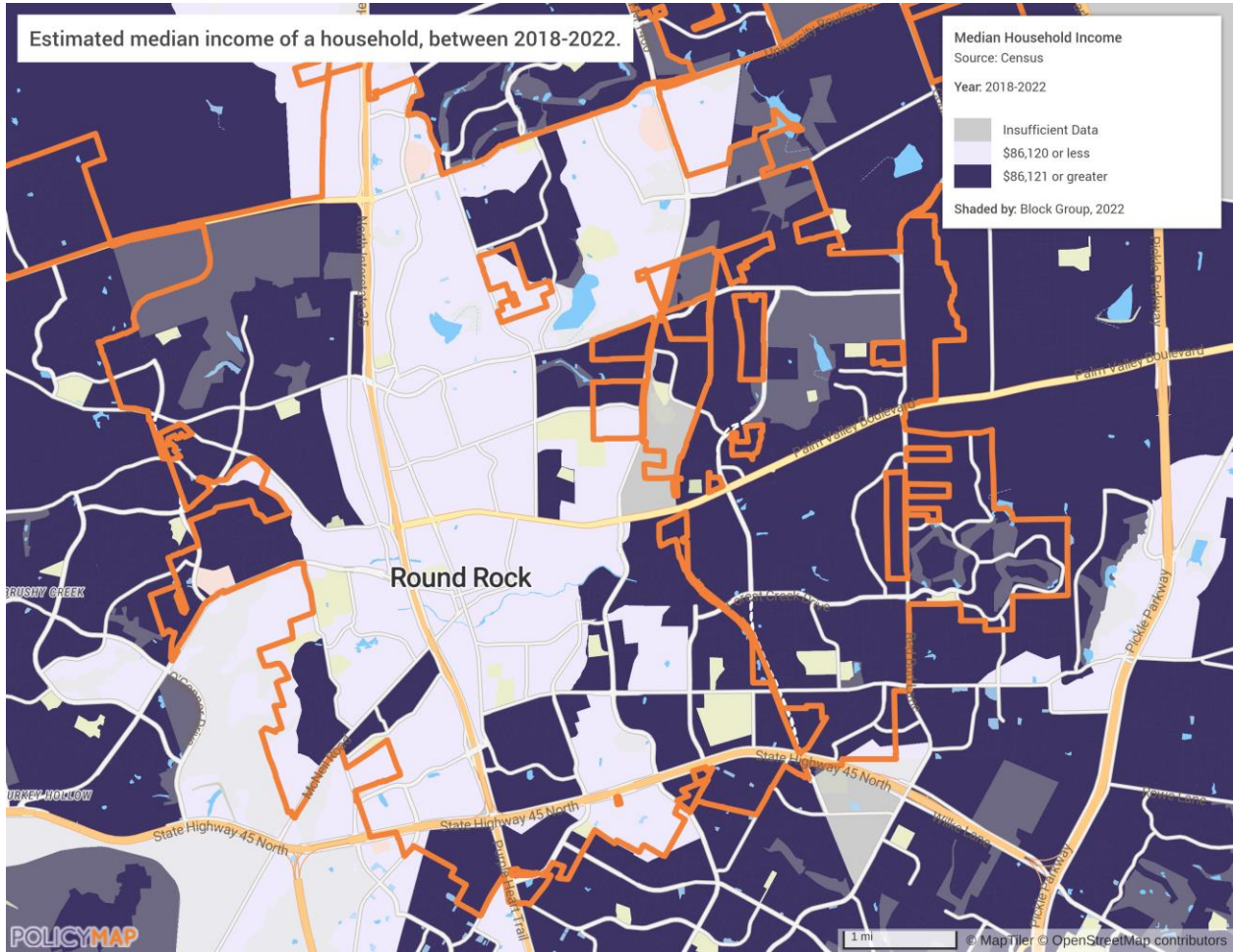
Unit Size by Tenure	Owners		Renters	
	Number	%	Number	%
BEDROOMS				
No bedroom	0	0%	1,126	5%
1 bedroom	184	1%	5,473	26%
2 or 3 bedrooms	14,448	58%	11,744	56%
4 or more bedrooms	10,280	41%	2,604	12%
Total	24,912	100%	20,947	100%

Table 25 – Unit Size by Tenure

Data Source: 2018-2022 ACS

Estimated Median Income of a Household

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Source: Policy Map, 2018-2022 ACS Data

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Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Austin Tenants Council’s “Guide to Affordable Housing in the Greater Austin Area” provides an overview on affordable housing in the City of Round Rock supported federal, state, and local programs.

There is a total of 12 publicly supported housing developments in Round Rock, for a total of affordable units at varying income bands. Since development of the last Consolidated Plan, Waters at Sunrise, a Low-Income Housing Tax Credit Project with 300 units available to households at or below 60% AMI was added to the affordable housing portfolio in Round Rock.

Two properties specifically serve the elderly residents, and one property serves households with a person with a disability. There is a large range of funding sources and programs that support affordable housing in Round Rock, including Section 8 Housing Choice Vouchers (HCV), Low Income Housing Tax Credit (LIHTC), Project Based Section 8, Public Housing, USDA Rural Development, HUD Section 202, and Affordable Housing Disposition Program (AHDP/AHP).

Affordable Housing Units in Williamson County

Affordable Housing Developments	Very Low Income Units	Low Income Units	Market Rate Units	Total
Apple Creek	36	26	114	176
Bluffs Landing Senior Village	0	143	0	143
Burnet Place Apartments	0	54	18	72
Chisholm Trail	0	50	0	50
Cushing Center	0	30	0	30
Henna Townhomes	0	160	0	160
Lance Haven	0	30	0	30
Liberty Hill Villas	0	0	0	100
Red Hills Villas	0	168	0	168
Round Tock Oak Grove	0	24	0	24
Trinity Place Apartments	0	68	0	68
Waters at Sunrise	0	300	0	300
Total	36	1,053	132	1,321

Source: Guide to Affordable Housing in the Greater Austin Area

Does the availability of housing units meet the needs of the population?

CHAS Data (2016-2020) shows that a total of 2,700 renter households at varying income bands at or below 80% AMI are severely cost burdened with housing costs greater than 50% of their income. Additionally, data indicates that a total of 1,890 renter households at or below 30% AMI experience housing are disproportionately and severely cost burdened with housing costs greater than 50% of their income. There

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are not enough affordable housing units city of Round Rock with only 1,089 affordable housing units of which 330 are available to extremely low-income households. For perspective, median housing rents have increased 89% from \$839 in 2010 to \$1,589 in 2022 with median incomes increasing only by 19% since 2020 from \$72,412 to \$86,121.

Owner households with incomes between 50% and 80% AMI are experiencing cost burden paying more than 30% of their income on housing. This is becoming more prevalent in Round Rock as median home values have increased . Median home values have increased 168% since 2010 from \$165,800 to \$444,400 in 2022.

It is important to note that this does not include persons who are homeless. The city of Round Rock CDBG staff participated in the 2024 Point in Time Count (PIT). The 2024 PIT Count for the City of Round Rock identified 22 total unsheltered persons, including 3 children (under 18 years of age) and 0 young adults (age 18-24).

In focus groups, stakeholders strongly agreed that the availability and affordability of housing in general are the most important issues concerning quality housing in Round Rock. Growth concerns from limited housing supply to the movement of persons experiencing homelessness to Round Rock was brought up many times in the focus group.

Describe the need for specific types of housing:

Specific housing types include:

- **Affordable Rental Units** specifically for households at or below 30% AMI.
- **Homeownership Opportunities** for low- and moderate-income residents. The median close price is \$464,495 for the Austin-Round Rock-San Marcos area as published in the Texas Real Estate Research Center’s Housing Report. This created a need for housing that is priced at or below \$250,000.

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MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction:

Steady price increases have been observed in both the renter and owner markets in Round Rock, Texas. For renter households, ACS Data shows median contract rents increased 89% from \$839 in 2010 to \$1,586 in 2022. This represents an increase of about 20% between each of the five-year periods from 2010 to 2015 and an increase of \$584 over 12 years. Median home values increased 168% from \$165,800 in 2010 to \$444,400 in 2022.

The Housing Report published by the Texas Real Estate Research Center, as of April 2024, the median close price was \$464,495. Median price declined 0.11% YoY from \$465,000 to \$464,495, while the median price per square foot declined from \$234.45 to \$233.64. Months inventory for single-unit residential housing rose from 3.1 to 4.0 months' supply, and days to sell declined from 110 to 95.

Rapidly rising home sales prices and steadily increasing rents are issues that will negatively affect the ability of low- and moderate-income residents to secure housing that is affordable. While rising home sales prices benefit existing homeowners who choose to sell their homes or borrow against their home's equity, these higher sales prices prevent low- and moderate-income homebuyers from being able to purchase a home. If low- and moderate-income homebuyers are priced out of the single-family housing market, they will either leave the city to find housing that is affordable or will be forced to rent a housing unit, which prevents them from building wealth through homeownership. Additionally, a steady trend of rising rents in the city means that renting a housing unit may also be out of reach low- and moderate-income households, especially households with incomes at or below 30% AMI.

Cost of Housing

Cost of Housing	Base Year: 2010	Most Recent Year: 2022	% Change
Median Home Value	\$165,800.00	\$444,400.00	168%
Median Contract Rent	\$839.00	\$1,586.00	89%

Table 26 - Cost of Housing

Data Source: 2010 Census (Base Year), 2022 ACS (Most Recent Year)

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Rent Paid	Number	%
Less than \$500	152	1%
\$500 to \$999	781	4%
\$1,000 to \$1,499	7,863	40%
\$1,500 to \$1,999	6,412	32%
\$2,000 or more	4,592	23%
Total	19,800	100%

Table 27 - Rent Paid

Data Source: 2018-2022 ACS

Housing Affordability

Housing Affordability	Renter	Owner
Household Income <= 30% HAMFI	225	140
Household Income >30% to <=50% HAMFI	150	355
Household Income >50% to <=80% HAMFI	2,110	1,855
Household Income >80% to <=100% HAMFI	2,460	2,405
Household Income >100% HAMFI	4,590	15,445
Total	9,535	20,200

Table 28 - Housing Affordability

Data Source: 2018-2022 CHAS

Monthly Rent

Monthly Rent	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Fair Market Rent	\$1,519	\$1,635	\$1,924	\$2,470	\$2,840
High HOME Rent	\$1,414	\$1,516	\$1,822	\$2,096	\$2,319
Low HOME Rent	\$1,102	\$1,181	\$1,417	\$1,638	\$1,827

Table 29 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

Increasing rents and home prices have caused more Round Rock households to be cost burdened or severely cost burdened. Data shows that 1,860 renter households making 30% AMI are disproportionately severely cost-burdened yet there are only 330 rental units affordable to these extremely low-income households. These households and other low-income households will have a hard time finding sufficient housing that is affordable in Round Rock.

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How is affordability of housing likely to change considering changes to home values and/or rents?

Given the projected increase in population over the next five years and beyond, the continued increase in home values is likely to reduce the number of available affordable housing units. On the rental side, an increase in the number of units renting for \$1,000 or more per month will keep pressure on the market to meet the demand for higher market-rate units. As a result, there will be little, if any, incentive for the private market to expand the affordable housing market in Round Rock.

As noted in NA-10, “Small related” renter and “other” (may include singles, roommates, people living in group homes, etc.) renter households are the most affected by cost burden. Data demonstrates:

- 610 small related renter households, 615 elderly renter households, and 825 other renter households at 30% AMI are cost burdened
- 615 elderly renter households at 30% AMI are severely cost burdened
- 1700 small related renter households at 30% AMI are cost burdened

Elderly renter households at 30% AMI or below are disproportionately impacted by cost burden. Overall, renters are more likely than owners to experience housing problems.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

That Round Rock’s rent is under the Fair Market Rent means there is some naturally occurring affordable housing in Round Rock based on regional affordability standards. Rising rents in the region overall will put additional pressure on the Round Rock market so it will be important for Round Rock to work to preserve existing affordable housing (both naturally occurring affordable housing and publicly assisted units that may be near the end of their affordable restriction term).

According to CHAS data (2016-2020):

- Renter and Owner households at 30% AMI are disproportionately experiencing severe housing cost burden (over 50% of income).
- Renter households at 30%-50% AMI are disproportionately experiencing housing cost burden (over 30% of income).
- Owner households at 50%-80% AMI are proportionately experiencing housing cost burden (over 30% of income).
- Renter households at 50% AMI and below are most likely to be affected by one or more of four housing problems.
- Owner households at 30% AMI and below are most likely to be affected by one or more of four housing problems.

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Renter households are experiencing a higher rate of housing problems overall.

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MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section provides an overview of the condition of Round Rock's housing stock. Much of these data are from HUD's 2016-2020 CHAS and the 2022 ACS, which are the most recent data available.

Definitions

Standard Condition: A dwelling unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations, adequate and stable floors, walls, and ceilings, surfaces and woodwork that are not seriously damaged nor have paint deterioration, sound windows and doors, adequate heating, plumbing and electrical systems, adequate insulation and adequate water and sewer systems and are not overcrowded as defined by local code.

Substandard condition: A dwelling unit that does not does not meet HUD section 8 HQS which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. Additionally, the dwelling may be overcrowded as defined by local code.

Substandard but suitable for rehabilitation: A dwelling unit, at a minimum, does not meet HQS with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation. A “substandard but suitable” dwelling unit however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “standard” dwelling unit.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,230	17%	7,370	42%
With two selected Conditions	120	0%	415	2%
With three selected Conditions	0	0%	30	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	20,195	82%	9,540	55%
Total	24,545	100%	17,355	100%

Table 30 - Condition of Units

Data Source: 2018-2022 ACS

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Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	13,097	52%	10,163	51%
1980-1999	9,332	37%	7,196	36%
1950-1979	2,463	10%	2,550	13%
Before 1950	191	1%	141	1%
Total	25,083	100%	20,050	100%

Table 31 – Year Unit Built

Data Source: 2018-2022 CHAS

Vacant Units

Vacant Units	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 32 - Vacant Units

The City of Round Rock does not track vacant buildings by suitability for rehabilitation. The American Community Survey (ACS) estimates there are 417 vacant buildings in Round Rock that are not listed for rent, for sale, or for seasonal, recreational, or occasional use.

Need for Owner and Rental Rehabilitation

Single family housing rehabilitation will continue to be a high priority over the next five years.

One goal is to attempt to maximize the impact of the improvements with other CDBG investments in the area, such as neighborhood clean-ups. The day of the neighborhood clean-up, the city deploys the Tool Lending Center (TLC) which allows residents the opportunity to check out tools to keep their neighborhoods beautiful and healthy. Neighborhood cleanups are done several times a year throughout the City of Round Rock in selected neighborhoods facilitated by the Community and Neighborhood Services Department (CAN). During these clean-ups, bulk and brush pick-up services are available. In addition, assistance with yard work is available for those that are elderly, disabled or have a medical condition. If volunteers are available, a fire inspection of the home can be provided.

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In resident and stakeholder focus groups, housing rehabilitation was identified as a top housing need, particularly for seniors and elderly residents, who require renovations of existing homes to meet their evolving needs.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

As shown in the table above, an estimated 509 owner occupied, and 404 renter occupied housing units in Round Rock were constructed before 1980 and have children under the age of 6 living in them. If these units contain a proportionate share of persons in poverty as the City proportion overall (8% of families with children live in poverty in Round Rock), then 41 owner occupied and 32 renter occupied housing units in Round Rock could be occupied by low-income families with children that could contain lead-based paint hazards. The City of Round Rock CDBG program has procedures in place to comply with the Residential Lead Based Paint Hazard Reduction Act. These procedures include notification, identification, and treatment (if necessary).

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MA-25 Public and Assisted Housing – 91.210(b)

Introduction:

Totals Number of Units

Total Number of Units by Program Type	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs	Family Unification	Disabled*
# of Units Vouchers Available	0	0	100	94	0	0	0	0	0
# of Accessible Units	0	0	0	0	0	0	0	0	0

*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition

Table 33 – Total Number of Units by Program Type

Data PIC (PIH Information Center)

Source:

Describe the supply of public housing developments:

As shown in the table above, there are 100 public housing units in Round Rock, operated by the Round Rock Housing Authority. Eighty-eight units are part of the three public housing locations and the other 11, one being a duplex which counts as two units, were scattered sites that have since been put up for sale by the Round Rock Housing Authority. Of the 12 scattered sites, nine have sold to date. Proceeds from the sale of the scattered sites will be used to renovate the other 88 public housing units.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Round Rock Housing Authority owns 88 public housing units. Most of the units were built during the early 70’s but have been well maintained over the years. The units currently show normal wear and tear, but overall, they are in good condition considering the number of years they have been in place.

HUD Real Estate Assessment Center (REAC) scores for the Round Rock Housing Authority have consistently been between 85-92 over the past several years. HUD inspects public housing units approximately every two years, depending on the housing authority and the current HUD rating. The purpose of the inspections is to make sure that the properties are being maintained in a decent and safe condition. The Round Rock Housing Authority works hard to maintain all units in the best condition possible.

Public Housing Condition

Public Housing Condition	
Public Housing Development	Average Inspection Score
All Developments	88

Table 34 - Public Housing Condition

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
(2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)**

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

HUD is encouraging housing authorities to consider redeveloping their properties using a variety of programs/tools. Some of these include HUD's Rental Assistance Demonstration Grant (RAD), Section 18 and Section 22 programs. Due to reduced HUD funding, there are limited funds for capital improvements. The Round Rock Housing Authority is working to revitalize housing through HUD's Rental Assistance Demonstration Grant.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Round Rock Housing Authority strives to promote self-sufficiency and enhance the lives of its residents. To meet these goals, RRHA has undertaken several initiatives.

RRHA has started a Senior Gardening Program. The housing authority coordinates with the local A&M Agricultural Program to provide health and nutrition education classes and promote healthy living. This includes healthy cooking, exercise, and the promotion of gardening and growing fresh food. There are three series of classes.

Round Rock Housing Authority also provides the following activities to residents:

- A quarterly newsletter is provided to keep residents informed on RRHA activities;
- RRHA provides an after-school program during the school year and a summer learning enrichment program, operated by Baptist Children's Home, for public housing residents;
- Quarterly luncheons are provided for senior residents;
- Through a partnership with Texas State University, residents have access to health screenings;
- RRHA is seeking a community partner to provide financial literacy classes and they also plan to establish a community garden.

Round Rock Housing Authority will continue to seek partnership opportunities to enrich the lives of PHA residents.

A seven-member board, including a resident board member, oversees the organization. The board is appointed by the Mayor. Each board member serves a two-year term.

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN (2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The City of Round Rock is not a recipient of Emergency Solutions Grant Funds. Even so, the City does use CDBG funding to increase access to affordable housing, support public services targeting people experiencing or at risk of experiencing homelessness. This section discusses facilities and services related to addressing the needs of people experiencing homelessness in Round Rock.

Facilities and Housing Targeted to Homeless Households

Facilities and Housing Targeted to Homeless Households	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	24	0	0	0	0
Households with Only Adults	8	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 35 - Facilities and Housing Targeted to Homeless Households

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
(2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)**

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

The City of Round Rock is not a recipient of Emergency Solutions Grant Funds. Even so, the City does use CDBG funding to increase access to affordable housing, support public services targeting people experiencing or at risk of experiencing homelessness. This section discusses facilities and services related to addressing the needs of people experiencing homelessness in Round Rock.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following agencies provide temporary shelter, transitional housing and other services:

- The Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds, offers emergency shelter for victims of domestic violence and sexual assault.
- Round Rock Area Serving Center, currently funded by 2024 CDBG public services and general fund dollars, provides emergency shelter, food and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.
- Texas Baptist Children’s Home, funded with 2024 General Funds, 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.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section of the Consolidated Plan addresses special needs facilities and services as well as the activities that Round Rock plans to undertake during the next year to address the housing and supportive services needs that are identified in this section. Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

Persons with Disabilities. Supportive services are a critical component of creating opportunity for people with disabilities to live in integrated settings in the community. These services are particularly important for residents transitioning out of institutional care.

In typical housing markets, persons with disabilities have difficulty finding housing that accommodates their needs. Regulatory barriers on group living arrangements, transit access, housing accessibility and visitability, and proximity to health services, are just some of the opportunity related issues that people with disabilities face.

According to the 2018-2022 ACS, 10,351 residents of Round Rock have a disability and three in 10 (32%) Round Rock children with disability live in poverty. In both the survey and regional focus groups, residents with disabilities, especially those reliant on disability income, report being cost burdened and fear their rent being increased more than they can afford to pay. All of the Round Rock renters who participated in the survey want to become homeowners but cannot afford the downpayment. In the past five years, 16 percent of households that include a member with a disability in Round Rock experienced displacement—having to move when they did not want to move—based on responses to the Central Texas Fair Housing Survey.

Among all Round Rock households that include a member with a disability of any type, one in five (19%) live in housing that does not meet the accessibility needs of the member with a disability. Among these respondents to the Central Texas Fair Housing Survey, grab bars installed in a bathroom, require wider doorways, and ramp installation within or to the home are the most frequently mentioned accessibility improvements needed. One in five (20%) of Round Rock’s households that include a member with a disability report that they “can’t afford the housing that has accessibility features needed”.

Elderly/Frail Elderly. Seniors and the elderly are much more likely to have a disability than non-seniors—42 percent of residents 65 and older have a disability compared to 5 percent of residents under the age of 65. As such, the supportive needs and housing needs of the elderly are often aligned with those of the disability community (discussed above). In addition, seniors typically need supports related to health care including access to health services and home health care options, transportation, and supports related to aging in place such as home modification, home repair, and assistance with maintenance.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
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Persons with HIV/AIDS. National estimates from the National Aids Housing Coalition report that approximately 13 percent of people living with HIV/AIDS are in need of housing assistance and 57% have an annual income below \$10,000. Challenges to housing for those with HIV/AIDS include employment/income, rental history, criminal history, and co-occurring circumstances. It is difficult for people with HIV/AIDS to retain employment due to the effects on their health and the side effects of drug treatment therapies. Many have mental health issues/substance abuse issues as well. The two primary housing resources for people living with HIV/AIDS are Housing Opportunities for Persons With AIDS (HOPWA) which provides long-term, permanent, stable housing and the Ryan White HIV/AIDS Program which provides emergency housing assistance (hotel/motel vouchers), neither of which the City receives directly.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

The City of Round Rock is part of the Texas Balance of State Continuum of Care (BoS CoC). The BoS CoC has a transition plan for those returning from mental and physical health institutions.

Agencies providing service to persons with special needs, including Bluebonnet Trails, have indicated that the greatest needs for mentally ill persons include affordable rental units and transportation services. Bluebonnet Trails recently completed three new transitional homes for persons with mental health issues.

Council on At-Risk Youth provides youth services to help the highest-risk students improve their self-esteem and classroom behavior, increase their interest in school and graduation rates, and lower their truancy rates—and ultimately close the pipeline to prison.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Round Rock is funding the following activities with CDBG during the next year to address the housing and supportive services needs of people who are not homeless but have other special needs:

- CASA of Williamson County is funded with \$20,000 of 2024 CDBG funds to provide court advocacy for abused or neglected children.
- Round Rock Area Serving Center/Housing Assistance Program is funded with \$30,000 of 2024 CDBG funds to provide assistance with rent or mortgage payments, including assistance to help elderly residents maintain their independence.
- Round Rock Area Serving Center/Food Pantry Program is funded with \$30,000 of 2024 CDBG funds to provide food for the very low-income including those at risk of becoming homeless.
- Opportunities for Williamson & Burnett Counties (OWBC) Meals on Wheels Program is funded with \$16,334 in 2024 CDBG funds to prepare lunch meals for seniors at Baca Center and for homebound seniors.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
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The City of Round Rock has also leveraged CDBG funding with \$150,000 in 2024 General Funds for the following public service activities:

- Ladders for Leaders \$2,000- Training and Internship Program will provide workforce development, soft skills training, and work experience to 34 high school students
- Capital IDEA \$10,000.00-Career Expressway for Low-Income Adults will lift 62 working adults out of poverty and into living-wage careers through education and career advancement while increasing the diversity and availability of skilled workers in high-demand local industries.
- Texas Baptist Children’s Home \$10,000-HOPE Program Round Rock funding will provide support for the salaries and benefits of a full-time Licensed Professional Counselor (TBRI Practitioner), 2 part-time certified TBRI Practitioners, and a Certified TBRI Educator that leads training. 200 residents will be assisted.
- Senior Access \$50,000-Senior Connections will provide volunteer-based transportation for older adults. 451 seniors will be assisted.
- Williamson County Crisis Center dba Hope Alliance \$40,000-Support for Critical Intervention Services for Family Violence and Sexual Assault Victims will provide services for 250 survivors of domestic violence and sexual assault including a 24-hour hotline; emergency shelter; supportive housing; legal advocacy; hospital and court accompaniment; and individual/group counseling.
- Sacred Heart Community Clinic \$10,000-Access to Primary Health Care & Preventative Care Services will provide expanded Access of Primary Medical/Dental/Behavioral Health & Preventative Care to low-income uninsured residents of Round Rock.
- Round Rock Area Serving Center \$1,000- Round Rock Area Serving Center will receive funding to provide services to assist low income and disabled residents with small emergency home repairs, pest control, roll off dumpster for trash/debris removal by volunteers in coordination with the Community & Neighborhood Services Department.
- ROCK Ride on Center for Kids \$12,000-Therapy Services for Underserved Round Rock Residents will provide Equestrian therapeutic services for individuals with disabilities specifically children and veterans.
- Foundation Communities \$15,000.00-Tax Help in Round Rock will provide IRS certified tax help services in Round Rock between mid-January and mid-April 2025.

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
(2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)**

**CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN
(2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)**

MA-40 Barriers to Affordable Housing – 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment.2000

In 2018 and 2019, consultants prepared a regional report titled “Analysis of Impediments to Fair Housing” (AI). This document provided a comprehensive review of the City’s administrative and judicial policies. This study’s assessment of the location, availability, and accessibility of housing will assist in the future planning to address impediments to fair and affordable housing. The analysis profiled the housing market in Round Rock, addressed housing affordability, physical condition of housing stock, and public housing. Barriers to affordable housing identified through the City’s citizen participation process were:

- Historical barriers to economic opportunity for Black/African American residents, persons of Hispanic descent, refugees, LEP residents, and families with children living in poverty, which has disproportionately impacted their access to opportunity and services
- Lack of accessible transportation, especially for persons with disabilities
- Lack of access to employment near affordable housing for low- and moderate-income residents, especially Black/African American residents and residents of Hispanic descent, who have the highest disparities in job proximity access
- Lack of housing choice related to land use regulations and limitations on diverse housing types
- Strict income requirements and criminal history policies on persons with disabilities, single parents, and persons in recovery (considered by the Federal Fair Housing Act as having a disability)
- Lack of fair housing outreach and education

Identified policies impacting the development of affordable housing included the following:

- State regulations that prohibit or limit certain land use powers of local government
- Vagueness in how group homes are treated in local code
- Mismatched density relative to housing types in a zone district that would be needed to facilitate affordable housing to meet housing needs

CITY OF ROUND ROCK COMMUNITY DEVELOPMENT BLOCK GRANT FIVE YEAR CONSOLIDATED PLAN (2024-2028) AND ONE YEAR ACTION PLAN (2024-2025)

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section provides an overview of employment, workforce characteristics, and earnings in Round Rock.

Economic Development Market Analysis

Business Activity

Business Activity					
Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs Less Workers %
Agriculture, Mining, Oil & Gas Extraction	130	130			
Arts, Entertainment, Accommodations	5,879	6,338			
Construction	3,592	2,899			
Education and Health Care Services	12,885	14,843			
Finance, Insurance, and Real Estate	4,908	4,706			
Information	1,763	2,064			
Manufacturing	6,630	5,164			
Other Services	3,160	3,113			
Professional, Scientific, Management Services	11,428	11,299			
Public Administration	3,802	3,509			
Retail Trade	7,874	6,809			
Transportation & Warehousing	3,143	4,344			
Wholesale Trade	1,183	1,185			
Grand Total	66,377	66,403			

Table 36 - Business Activity

Data Source: 2012-2022 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Labor Force	
Total Population in the Civilian Labor Force	68,182
Civilian Employed Population 16 years and over	66,403
Unemployment Rate	2.6%
Unemployment Rate for Ages 16-24	2.7%
Unemployment Rate for Ages 25-65	24.8%

Table 37 - Labor Force

Data Source: 2018-2022 ACS

Occupations by Sector	Number of People
Management, business and financial	32,488
Farming, fisheries and forestry occupations	0
Service occupations	8,471
Sales and office	16,014
Construction, extraction, maintenance and repair	3,556
Production, transportation and material moving	5,874
Total	66,403

Table 38 - Occupations by Sector

Data Source: 2018-2022 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	34,653	66%
30-59 Minutes	14,955	29%
60 or More Minutes	2,754	5%
Total	52,362	100%

Table 39 - Travel Time

Data Source: 2018-2022 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,689	208	539
High school graduate (includes equivalency)	8,297	184	3,167
Some college or Associate's degree	16,203	625	3,373
Bachelor's degree or higher	25,056	586	3,496

Table 40 - Educational Attainment by Employment Status

Data Source: 2018-2022 ACS

Educational Attainment by Age

Educational Attainment by Age	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	0	0	0	0	0
9th to 12th grade, no diploma	1,602	0	0	0	0
High school graduate, GED, or alternative	5,891	16,134	18,416	26,500	14,063
Some college, no degree	4,734	0	0	0	0
Associate’s degree	0	0	0	0	0
Bachelor’s degree	2,647	8,620	28,198	11,615	6,168
Graduate or professional degree	0	0	0	0	0

Table 41 - Educational Attainment by Age

Data Source: 2018-2022 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment-Median Earnings	
Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	38,426
High school graduate (includes equivalency)	34,669
Some college or Associate’s degree	50,627
Bachelor’s degree	68,659
Graduate or professional degree	97,681

Table 42 – Median Earnings in the Past 12 Months

Data Source: 2018-2022 ACS

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City of Round Rock is not participating in a Comprehensive Economic Development Strategy at this time. The City of Round Rock does not know of any other local/regional plans or initiatives that would impact economic growth in a large-scale way, other than the continued economic growth of the region overall.

MA-50 Needs and Market Analysis Discussion

**Are there areas where households with multiple housing problems are concentrated?
(include a definition of "concentration")**

(include a definition of "concentration")

Yes. As discussed in the Regional AI and in the Needs Assessment section of this Consolidated Plan, low-income households and residents belonging to a racial/ethnic minority are more affected by housing problems.

The Regional AI uses HUD-provided maps and data from the Affirmatively Furthering Fair Housing Tool to evaluate neighborhoods that are more affected by housing problems, concentrated poverty, and access to opportunity, along with an analysis of the populations living in such neighborhoods. (See below for additional details.

*Concentrations, as discussed in the Con Plan, are consistent with the HUD definitions included in the Central Texas Regional AI, defined as follows:

- Minority concentration: A census tract that has a Non-White population of 50 percent or more (majority-minority) or, for non-urban areas, 20 percent.
- Low-income/Poverty concentration: poverty rate of 40 percent or more or a poverty rate that is three times the average tract poverty rate for the county, whichever is lower.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The Regional AI uses HUD-provided maps and data from the Affirmatively Furthering Fair Housing Tool to evaluate concentrations of housing problems, racial/ethnic concentrations, and areas of concentrated poverty. Those maps indicate, in general, that:

- Of all the jurisdictions represented in the Central Texas Regional AI, the City of Round Rock best represents the resident diversity in race, ethnicity, and national origin.
- Round Rock also has relatively low segregation of residents by race, ethnicity, and disability.

- Areas in Round Rock with the highest incidence of housing problems (primarily cost burden) are along the I-35 corridor, in and around downtown Round Rock, and in the southwest corner of the City.

What are the characteristics of the market in these areas/neighborhoods?

These areas and neighborhoods are generally in the central portion of the City. Many of these areas continue to need community development and neighborhood assistance. These areas are also locations of many job centers and services that are focused on addressing social service needs.

Are there any community assets in these areas/neighborhoods?

There are many community assets in these areas, including a strong primary business district along Main Street that continues to experience additional revitalization. There are also many churches and organizations that support community members. In addition, there are job centers that provide employment opportunities for residents.

Are there other strategic opportunities in any of these areas?

As discussed earlier, the City recently approved a new zoning ordinance which permits mixed-use development in the downtown area. Many of the actions taken by City staff in the downtown area, including rezoning, road construction and utility work, has reflected the plan's vision of creating a downtown core that promotes a walkable environment of mixed-use businesses, public space, and residences. The City is actively building on the strengths and strategic opportunities of the area.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

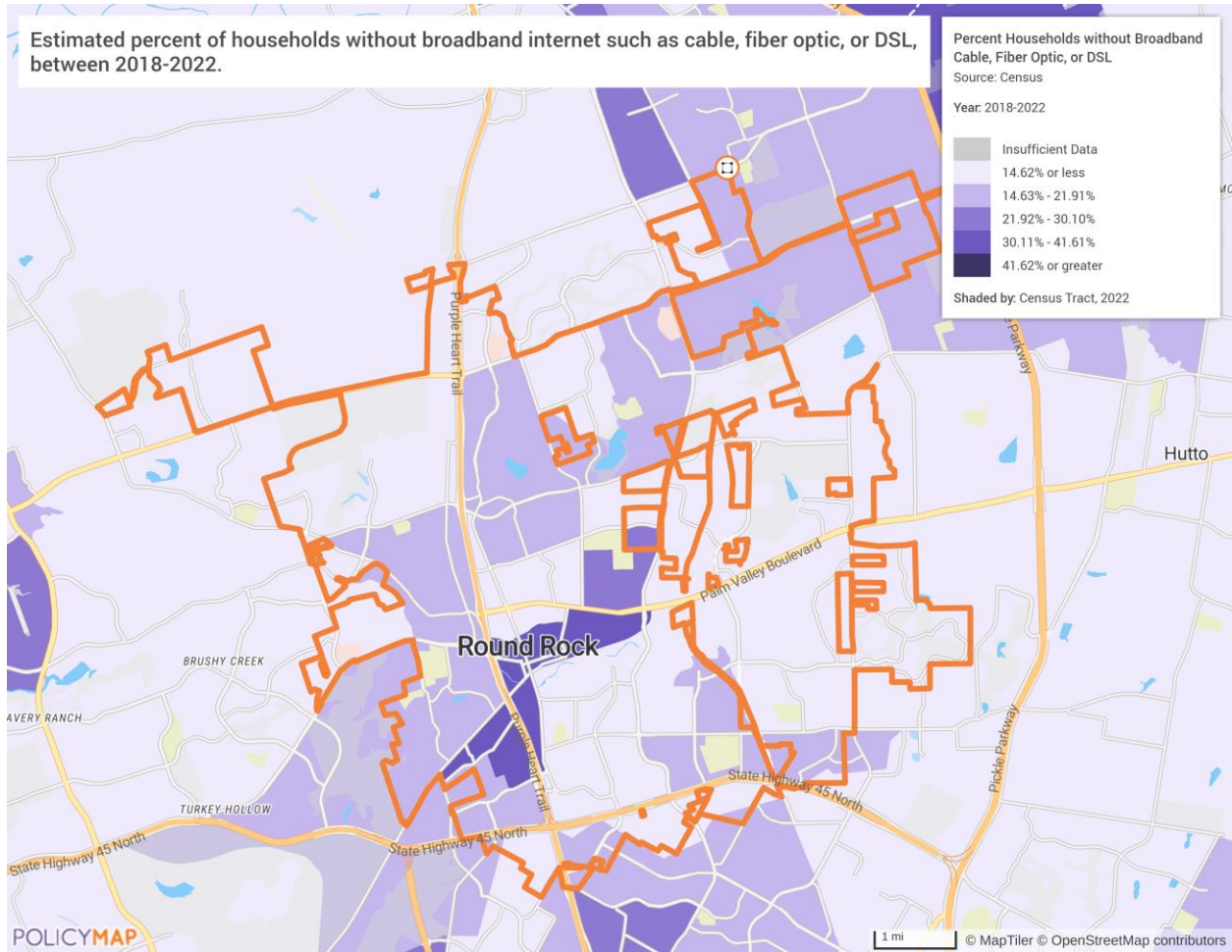
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

While broadband services are readily available in Round Rock, low-income households' ability to access and/or afford these services remains limited. Furthermore, when this lack of high-speed internet access is examined the center and southwest portion of the city have that has the highest concentration of Hispanic residents also has a higher percent of households without high-speed internet as indicated in the map below.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Competition for broadband service already exists in the city of Round Rock, as there are at least 5 internet service providers that provide services that allow for download speeds greater than or equal to 1000 MBS, according to www.highspeedinternet.com .

Percent of Households without Broadband Internet



MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction’s increased natural hazard risks associated with climate change.

Round Rock residents are familiar with the wide range of extreme weather events that impact many Texans. Severe thunderstorms, flooding, sustained and extreme heat, drought, and extreme cold are all weather conditions that affect the city of Round Rock with increasing frequency and intensity, exacerbated by the effects of climate change. Natural hazards pose threats to public safety, property, commerce, infrastructure, and the provision of public services.

The Federal Emergency Management Agency (FEMA) prepares community reports evaluating the risk level for a variety of natural hazards. On a scale of “very low” to “very high,” with “relatively low,” “relatively moderate,” and “relatively high” in between. FEMA’s assessed the Risk Index for Williamson County community report for Williamson County, is summarized as follows:

- The Risk Index Score rating is “Relatively Moderate” when compared to the rest of the U.S.
 - 87% of U.S. counties have a lower Risk Index
 - 85% of counties in Texas have a lower Risk Index
- Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's Expected Annual Loss value, community risk factors, and the adjustment factor used to calculate the risk value. The following hazard types have a rating of “Relatively Moderate” or “Relatively High”:
 - Cold Wave
 - Hail
 - Heat Wave
 - Ice Storm
 - Lightening
 - Riverine Flooding
 - Tornado
 - Wildfire
 - Winter Weather

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Housing occupied by low- and moderate-income households is likely to be older, in greater need of repair, and built to a quality standard that may offer poor resistance to damage from natural hazards such as high winds and hail. Older housing stock is also often poorly insulated against extreme heat and cold, which results in increased occupant discomfort and health risk, higher heating and cooling costs, and particularly in the case of extreme cold, increased risk of costly damage and water supply disruption due to frozen pipes.

Additionally, properties located in floodplain areas tend to be valued lower than those in areas with low flood risk, which results in concentrations of low- and moderate-income households in areas with moderate and high risk of flooding due to the relative affordability of these areas.

Vulnerability to natural hazards is not just a factor of housing quality and location. Social vulnerability is a measure of population characteristics that render particular groups more susceptible to life disruption, physical danger, health problems, and economic loss because of natural disasters and extreme weather exacerbated by climate change. Mitigating the contributing factors of social vulnerability creates community resiliency and can reduce the risk of natural hazard-induced human suffering and financial loss, particularly among low- and moderate-income households who lack resources to prepare for and respond to natural hazard events.

Risk Factor Breakdown

Hazard Type	EAL Value	Social Vulnerability	Community Resilience	CRF	Risk Value	Risk Index Score
Tornado	\$14,517,279	Relatively Low	Relatively High	0.97	\$14,093,936	95.8
Heat Wave	\$4,126,389	Relatively Low	Relatively High	0.97	\$4,001,636	97
Wildfire	\$3,845,654	Relatively Low	Relatively High	0.97	\$3,411,100	94.2
Hurricane	\$2,981,429	Relatively Low	Relatively High	0.97	\$2,880,574	76.7
Riverine Flooding	\$2,208,568	Relatively Low	Relatively High	0.97	\$2,328,703	83.8
Winter Weather	\$2,114,952	Relatively Low	Relatively High	0.97	\$2,050,946	99.4
Cold Wave	\$1,743,140	Relatively Low	Relatively High	0.97	\$1,703,335	96.2
Hail	\$829,824	Relatively Low	Relatively High	0.97	\$807,134	86.4
Lightning	\$808,446	Relatively Low	Relatively High	0.97	\$782,026	92
Ice Storm	\$617,212	Relatively Low	Relatively High	0.97	\$597,699	89.6
Strong Wind	\$366,355	Relatively Low	Relatively High	0.97	\$355,919	47.3
Drought	\$147,861	Relatively Low	Relatively High	0.97	\$177,924	73.7
Earthquake	\$92,017	Relatively Low	Relatively High	0.97	\$95,656	41.9
Landslide	\$21,900	Relatively Low	Relatively High	0.97	\$20,323	20.7
Avalanche	--	Relatively Low	Relatively High	0.97	--	--
Coastal Flooding	--	Relatively Low	Relatively High	0.97	--	--
Tsunami	--	Relatively Low	Relatively High	0.97	--	--
Volcanic Activity	--	Relatively Low	Relatively High	0.97	--	--

Expected Annual Loss for Hazard Types

Hazard Type	Expected Annual Loss Rating	EAL Value	Score
Tornado	Relatively High	\$14,517,279	96.4
Heat Wave	Relatively High	\$4,126,389	97.4
Wildfire	Relatively Moderate	\$3,845,654	95.4
Hurricane	Relatively Low	\$2,981,429	76.3
Riverine Flooding	Relatively Moderate	\$2,208,568	85.3
Winter Weather	Very High	\$2,114,952	99.5
Cold Wave	Very High	\$1,743,140	97.0
Hail	Relatively Moderate	\$829,824	88.2
Lightning	Relatively High	\$808,446	93.7
Ice Storm	Relatively High	\$617,212	91.0
Strong Wind	Relatively Low	\$366,355	55.3
Drought	Relatively Low	\$147,861	73.9
Earthquake	Very Low	\$92,017	43.4
Landslide	Relatively Low	\$21,900	49.7

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Round Rock anticipates receiving \$3.2 million in Community Block Grant funding to be available for over the next five years for HUD FY 2024-2028.

In developing the FY 2024-2028 Consolidated Plan, the City gathered information through various methods including a review of available housing market and economic data, census data, engagement with local stakeholders, community meetings, and a community needs survey which received 77 responses. The draft Consolidated Plan was also informed by other City plans and initiatives including the Round Rock 2030 Comprehensive Plan. This process formed the strategic plan to identify priority needs for the Consolidated Plan.

Through the Consolidated Plan process, Decent, Safe Affordable Housing; Public Facilities and Infrastructure Improvements; and Services for Special Needs Populations were identified as the highest priority needs.

City of Round Rock 2024-2028 Consolidated Plan Priority Needs & Goals:

1. Provide Decent, Safe Affordable Housing
2. Provide Neighborhood Improvements
3. Provide Public Services for Special Needs Populations
4. Provide Economic Development Opportunities

These identified Priority Needs will guide the development of the City's goals and related activities, which seek to address the Priority Needs. Along with the goals and activities, the City has estimated the amount of CDBG funding that will be allocated to each goal along with the Goal Outcome Indicators, which will be used to track the City's progress in achieving its goals.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 43 - Geographic Priority Areas

1	Area Name:	Citywide
	Area Type:	Local Target area
2	Area Name:	Qualified Census Tracts
	Area Type:	Local Target area

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City has not identified any areas where CDBG funds will be targeted geographically. When investing HUD entitlement funding, the City will seek to prioritize investments that meet the priority needs identified in the Consolidated Plan, align with the Round Rock 2030 Comprehensive Plan, and equitably address the needs of the most vulnerable populations, including those with special needs. Programs funded through the CDBG program may be emphasized in target neighborhoods based on the needs of low to moderate income populations or on a city-wide basis.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 44 – Priority Needs Summary

1		
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Homeowner Rehabilitation Increase Access to Affordable Housing Program Administration

	Description	<p>The City will use CDBG funding to rehabilitate existing housing stock to preserve neighborhoods and address aging and substandard single-family housing for low-income homeowners. The City will also address this priority need through activities that further fair housing opportunities and provide rent and mortgage assistance for low-income households.</p> <p>HUD funds may also be used to support the preservation of multifamily housing, support development of new affordable single-family housing to re-establish strong communities, provide homebuyer assistance to make homes affordable and sustainable, and or support development of new affordable rental housing to expand the amount of available affordable rental housing.</p>
	Basis for Relative Priority	Respondents to the City’s survey prioritized affordable housing as the greatest priority need facing Round Rock residents.
2	Priority Need Name	Create Sustainable Living Environments through Neighborhood Improvements to Public Facilities and Public Infrastructure
	Priority Level	High

<p>Population</p>	<p>Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development</p>
<p>Geographic Areas Affected</p>	<p>Citywide</p>
<p>Associated Goals</p>	<p>Public Facility and Infrastructure Improvements Public Services for Low- and Moderate-Income Populations Public Service for Special Needs Populations Neighborhood Improvements Program Administration</p>
<p>Description</p>	<p>The City will create sustainable living environments by addressing the overall condition of area neighborhoods. The City will use CDBG funding to improve public facilities and public infrastructure including parks, neighborhood facilities, streets, streetscapes, sidewalks, bus shelters, water/ sewer drainage. Funds may also be used for code enforcement and elimination of environmental hazards and conditions of blight.</p>

	Basis for Relative Priority	Respondents to the survey, indicated public improvements as a high priority need. The City will leverage its federal resources to address public facilities, infrastructure, and neighborhood improvements primarily in low- and moderate-income areas to improve the quality of life of these residents.
3	Priority Need Name	Provide Services for Special Needs Populations
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Citywide
	Associated Goals	Public Services for Low- and Moderate-Income Populations Public Service for Special Needs Populations Public Administration

	Description	Special needs populations are still struggling to recover from the COVID-19 pandemic due to economic inflation which has affected food, transportation, childcare, and other household expenses in addition to the continuing rise in housing costs for both homeowners and renters. The City will use CDBG funding to assist special needs populations through public service activities for seniors, persons with disabilities, youth, children, victims of domestic violence, and abused and neglected children. In addition, the City may provide support for programs that assist low to moderate income households with childcare, food, transportation, mental health services, fair housing services, and short-term rent, mortgage, and or utility assistance.
	Basis for Relative Priority	Public services were identified as a high priority need in stakeholder consultations and in the survey. Special needs populations to be assisted with these services include seniors, youth, children, persons with disabilities, victims of domestic violence, persons at risk of homelessness, and persons needing mental health services.
4	Priority Need Name	Provide for Economic Development Opportunities
	Priority Level	Low

Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
Geographic Areas Affected	Citywide
Associated Goals	N/A
Description	CDBG funds may be used for activities that provide for economic development opportunities such as loan programs for small businesses and microenterprises, job training activities and eligible CDBG economic development activities that create or retain jobs for low to moderate income households.
Basis for Relative Priority	Stakeholders and the survey respondents identified economic development opportunities as a low priority need. The City may allocate funding to activities that address economic development goals if funding is available.

Narrative (Optional)

The City of Round Rock identified priority needs through a public and stakeholder engagement process, housing needs assessment, and market analysis. These priorities align with needs identified in the City's other strategic plans and initiatives.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Subsidized housing units that are due to expire and the increased number of low to moderate income households who are cost burdened will increase the need for TBRA. The number of households on the waiting list for public and subsidized housing will also impact the availability of funds used for TBRA.
TBRA for Non-Homeless Special Needs	The number of households (non-homeless special needs) on the waiting list for public and subsidized housing will also impact the availability of funds used for TBRA.
New Unit Production	LIHTC housing tax credit projects at risk of losing their affordability will impact the need for production of new affordable rental housing units. Rental trends indicate that housing costs-burdens are likely to continue to grow as average rents rise at rates that outpace income growth.
Rehabilitation	<p>The City will use 2024 CDBG funding to support a home repair program for single family homeowners.</p> <p>Aging housing stock that is not maintained appropriately can deteriorate to the point that the housing provided will no longer be safe and decent. Low to moderate income homeowners who own aging single family housing units may not be able to afford to make major repairs to aging major systems, including the roof, HVAC, plumbing and electrical systems. Thus, without appropriate repairs, these owner-occupied housing units will also degrade to the point that the housing becomes unsafe or even uninhabitable.</p>
Acquisition, including preservation	Subsidized housing units that are due to expire could be acquired and preserved for affordable housing. The increased number of low to moderate income households who are cost burdened impacts the need for property acquisition and preservation.

Table 45 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Round Rock receives CDBG funds for housing, community development, public services, economic development, administration, and other eligible activities. These funding sources are expected to be available for the next five years. For planning purposes, the expected amount available for the remainder of Con Plan (years 2-5) is based on an annual 1% reduction from the FY 2024 entitlement amount:

Year 1 - \$642,233; Year 2 - \$635,811; Year 3 - \$629,453; Year 4 - \$623,158; Year 5 - \$616,926; Total - \$3,147,581

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	642,233	0	0	642,233	2,505,348	Funds include CDBG entitlement. Remainder of Con Plan amount is based on a 1% reduction annually from FY 2024 entitlement funds for planning purposes.

Table 46 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Non-profit organizations that receive CDBG Public Service allocations will use these funds to leverage funds they receive through foundations and fundraising to expand services that will benefit additional low- and moderate-income households and individuals that were identified as high priority needs in the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Round Rock may use CDBG funds to make improvements to City owned facilities, such as parks, to address the needs identified in the Consolidated Plan.

Discussion

Please see above.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Round Rock	Government	Economic Development Homelessness Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction
Round Rock Housing Authority	PHA	Public Housing	Jurisdiction
Williamson County and Cities Health District	Public Institution	Non-homeless special needs and public services	Region

Table 47 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Round Rock’s Community and Neighborhood Services department is responsible for the administration of CDBG funds. Located within Williamson County, the City works with a supportive network of non-profit, public and government agencies throughout the City and county, working together to provide essential services to low- and moderate-income residents. This collaborative approach includes coordination of services through stakeholder meetings, community meetings, and information and referrals systems to identify and address housing and community development needs.

The City of Round Rock also collaborates extensively within City departments to provide comprehensive City services to its residents. The City utilizes a planning approach centered on customer service, and public and stakeholder engagement to facilitate review and approval of projects and development of regulatory ordinances that affect local residents.

Gaps in the institutional and delivery system do exist within the nonprofits and other local agencies due lack of adequate financial resources to address the various needs in the community including access to affordable housing and assistance with food, rent, utility assistance, transportation, and other essential services. Staff capacity for some of these organizations also represent challenges that impacts efficient delivery of services.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		X
Utilities Assistance	X		X
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X		
Childcare	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X		X
Life Skills	X		
Mental Health Counseling	X	X	
Transportation	X		

Table 48 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

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. In 2019, the Wilco Homeless Coalition (WHC) was created by volunteers to raise awareness on homelessness and to provide resources to homeless individuals and families in Williamson County. WHC is a collaboration of volunteer members and stakeholders in Williamson County and is affiliated with THN. WHC works with THN to survey the Williamson County homeless population to collect data for the annual Point in Time count to provide more accurate information on homelessness in the county. WHC began assisting with the Point in Time Count for Williamson County in 2022.

There are no organizations in Round Rock that target services specifically for persons with HIV/ AIDS. The State of Texas Housing Opportunities for Persons with AIDS (HOPWA) program provides short-term rent, mortgage, utilities assistance, tenant-based rental assistance, supportive services, and permanent housing placement services. The HOPWA provider for this region is the Community Action, Inc. of Central Texas located in San Marcos. They operate the Rural AIDS Services Program which provides case management for HIV positive individuals in Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson counties. Case Management also includes transportation to medical and dental appointments, financial assistance for housing, utilities, food, prescriptions, physician visits, and radiology services. Case Management Services

The following agencies provide temporary shelter, transitional housing, and other essential services:

- The Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds, offers emergency shelter for victims of domestic violence and sexual assault.
- Round Rock Area Serving Center, currently funded by 2024 CDBG public services and general fund dollars, provides emergency shelter, food and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.
- Texas Baptist Children’s Home, funded with 2024 General Funds, 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.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City of Round Rock works with a supportive network of non-profit, public and government agencies throughout the City and county, working together to provide essential services to low- and moderate-income residents. This collaborative approach includes coordination of services through stakeholder meetings, community meetings, and information and referrals systems to identify and address needs of special needs populations. The City of Round Rock and Williamson County addressed a gap in the service delivery system by creating the Wilco Homeless Coalition to take a more active role to address homelessness in their community.

Round Rock and Williamson County’s service delivery system includes number of nonprofit and local, agencies, churches, and governmental agencies to address a wide range of housing and community development needs of special needs populations. These agencies provide financial assistance, food, housing, health, childcare, transportation, and other essential services to low-income households in Round Rock.

Williamson County nor Round Rock receive Continuum of Care or Emergency Solutions Grant funds to provide programs and services for homeless individuals or families, and resources to address homelessness are largely reliant on funding from non-profits, churches and other grant funds that provide

short term housing and financial assistance. These funding sources do not provide long term assistance or a pathway to permanent housing solutions for these populations.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Community members in Round Rock and Williamson County made a huge step in closing the gap in the institutional structure and service delivery system when they formed the Wilco Homeless Coalition (WHC) in 2019. The Wilco Homeless Coalition was created to raise awareness on homelessness and to provide resources to homeless individuals and families in Williamson County. WHC works closely with the Texas Homeless Network/TX BoS CoC and began assisting with annual Point in Time Count in 2022 to provide more accurate data on the number and type of individuals experiencing homelessness in Williamson County. The City of Round Rock CDBG staff is an active member of this volunteer organization.

The City of Round Rock and WHC will continue to build on this progress to overcome gaps in the service delivery system for homeless individuals and families by:

- Continuing to collaborate and consult with Texas Homeless Network/ TX BoS CoC
- Continue to participate in the annual Point in Time Count
- Conducting outreach to identify and assist persons who are homeless or at risk of homelessness
- Holding monthly meetings for community members and stakeholders to improve coordination and referrals
- Identifying additional resources to address individuals and persons who are experiencing homelessness
- Holding an Annual Homelessness Awareness Event

The City of Round Rock will work with nonprofit agencies and government agencies to improve coordination and efficiencies in delivering programs and activities to address priority needs.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2024	2028	Affordable Housing	Citywide	Provide Decent Safe Affordable Housing	CDBG: \$881,323	Homeowner Housing Rehabilitated: 30 Units
2	Neighborhood Improvements	2024	2028	Non-Housing Community Development	Citywide	Public Facilities and Infrastructure Improvements	CDBG: \$1,164,605	Public Facility or Infrastructure Activities for other than Low/Moderate Income Housing Benefit: 1,700 Households Assisted
3	Provide Public Services for Special Needs Populations	2024	2028	Non-Housing Community Development	Citywide	Public Service	CDBG: \$179,412	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
4	Provide Public Services for Low-Moderate Income Populations	2024	2028	Non-Housing Community Development	Citywide	Public Service	CDBG: \$292,725	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 600 Households Assisted
5	Planning and Administration	2024	2028	Administration and Planning	Citywide	Planning and Administration	CDBG: \$629,516	Other: 1

Table 49 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	This goal includes activities that address affordable housing such as home repair/modification as well as preservation of affordable housing.
2	Goal Name	Neighborhood Improvements
	Goal Description	This goal includes infrastructure improvements, ADA accessibility improvements as well as the construction/renovation of public facilities and other improvements such as bus shelters serving low- and moderate-income residents and neighborhoods.
3	Goal Name	Provide Public Services for Special Needs Populations
	Goal Description	This goal includes activities that support public services directed to elderly, people with disabilities, youth, children, homeless and other special needs populations.
4	Goal Name	Provide Public Services for Low-Moderate Income Populations
	Goal Description	This goal includes activities that support public services directed to low- and moderate-income residents. Including food pantry programs and subsistence payments for services such as utility and housing payment assistance.
5	Goal Name	Planning and Administration
	Goal Description	This goal includes administrative activities associated with Round Rock's CDBG program.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Round Rock does not receive HOME funds. The City does utilize CDBG funding for affordable housing activities through public service programs that provide short term housing assistance to prevent eviction, foreclosure and homelessness and for the minor rehabilitation program for low to moderate income homeowners. The estimated number of persons to be served by these activities during the Consolidated Plan period is 630.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Round Rock Housing Authority makes accommodations for persons with disabilities as units are available. Currently, one-bedroom first floor units are available for those with disabilities. RRHA is in the process of hiring a consultant to assist with a planned renovation of the 88 aging public housing units in their inventory. The rehabilitation will include an update to meet the minimum number of required accessible units.

Activities to Increase Resident Involvements

Round Rock Housing Authority strives to promote self-sufficiency and enhance the lives of its residents. To meet these goals and increase resident involvement, RRHA has undertaken several initiatives.

RRHA has started a Senior Gardening Program. The housing authority coordinates with the local A&M Agricultural Program to provide health and nutrition education classes and promote healthy living. This includes healthy cooking, exercise, and the promotion of gardening and growing fresh food. There are three series of classes. Each series has four classes. The first includes healthy cooking, shopping for groceries, and calorie counting, etc. The second includes exercises such as chair exercises and nonstrenuous stretching for seniors. The third series will focus on growing vegetables and eating fresh grown food.

Round Rock Housing Authority also provides the following activities to residents:

- A quarterly newsletter is provided to keep residents informed on RRHA activities;
- RRHA provides an after-school program during the school year and a summer learning enrichment program, operated by Baptist Children's Home, for public housing residents;
- Quarterly luncheons are provided for senior residents;
- Through a partnership with Texas State University, residents have access to health screenings;
- RRHA is seeking a community partner to provide financial literacy classes and they also plan to establish a community garden.

Round Rock Housing Authority will continue to seek partnership opportunities to enrich the lives of PHA residents.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

The Round Rock Housing Authority is not a troubled housing authority.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Round Rock participated in a collaborative planning process with nine other local jurisdictions to conduct a regional 2019-2023 Analysis of Impediments to Fair Housing Choice. In addition to Round Rock, the participating jurisdictions included the cities of Austin and Pflugerville, Travis County, Williamson County, and the housing authorities of Austin, Georgetown, Round Rock, Taylor and Travis County. This planning process resulted in the Central Texas Assessment of Fair Housing report.

The report identified the following barriers to affordable housing . Many of these barriers were also reiterated through the stakeholder focus groups and consultation process conducted through the development of the 2024-2028 Consolidated Plan.

- The City and county capacity for addressing fair housing challenges is limited. The growing housing crisis throughout the region is taxing City, county, and housing authority staff, as they work to implement new programs and policy changes to address housing needs. Stakeholders also mentioned the lack of knowledge and information about where to report fair housing violations as a common issue.
- Past actions that denied housing opportunities and perpetuated segregation have limited opportunities for many members of protected classes. This continues to be evident in differences in poverty rates, homeownership, and access to housing throughout the region.
- Affordable rental options in the region are increasingly limited. Growth in the region has increasingly limited the areas where low-income households can live affordably. For Housing Choice Voucher holders, the state law that prohibits cities and counties from including Source of Income as a protected class is also a contributing factor. Voucher holders have fewer options for using their vouchers than five years ago and landlords have no requirement or incentive to accept voucher holders; voucher holders also report the highest levels of segregation in the region.
- State regulations and zoning and land use limit housing choice. State regulations prohibit or limit the power of local governments to implement zoning (counties) and inclusionary zoning (cities and counties) that could increase the supply of affordable housing, benefitting the protected classes that have disproportionate housing needs.
- Disparities in the ability to access homeownership. Past actions that have limited economic opportunity for certain residents, as well as reluctance to lend in lower income neighborhoods, which are often neighborhoods with people of color, have contributed to differences in the ability to secure a mortgage
- Public transportation access has not kept up with growth. In addition to lack of affordable housing, lack of public transportation was the most common barrier to economic opportunity mentioned by residents in the outreach conducted for the report. Lack of resources in outlying areas to address demand for better transportation is a contributing factor, as is the decline in affordable options in areas of the region where jobs are clustered. The lack of transportation options affects all types of residents who must commute and especially people who cannot drive or afford to drive.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Round Rock will address barriers to affordable housing through the following strategies, some of which were identified in the report:

- Identify and promote fair housing education and programs to build renters' rights knowledge, with a focus on reaching vulnerable residents including persons with disabilities and refugees
- Continue to refer households to Austin Tenant Council/Texas Rio Grande Legal Aid, as appropriate
- Fund projects that provide residents with access to affordable housing
- Identify resources for affordable housing for residents and promote on City's website and include in resources and referrals
- Commit to fostering a culture of inclusion for residents with disabilities, including ensuring that equity initiatives include residents with disabilities, reviewing websites and other communications for ease of finding information pertinent to residents with disabilities, increasing resources at jurisdiction festivals and events (i.e., accessible parking spaces, shuttles, other accommodations), and other efforts to signal that people with disabilities are a valued part of the community.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Round Rock and Wilco Homeless Coalition will continue to coordinate with the Texas Homeless Network/ TX BoS CoC on issues to address homelessness in the community. The City will continue to work with agencies and local partners who assist homeless populations including but not limited to Lifeworks.

Addressing the emergency and transitional housing needs of homeless persons

The City of Round Rock does not receive Emergency Solutions Grants to address homelessness. The City will coordinate with the following agencies that provide emergency temporary shelter and transitional housing:

- The Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds, offers emergency shelter for victims of domestic violence and sexual assault.
- Round Rock Area Serving Center, funded with 2024 CDBG funds, provides emergency shelter, food and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.
- Texas Baptist Children’s Home, funded with 2024 General Funds, provides a variety of residential and nonresidential services for children and families in need including housing for children and single-mother families as well as outreach and prevention services.

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 will continue to coordinate with the Wilco Homeless Coalition and THN/ BoS COC to ensure that homeless individuals in Round Rock are referred to programs and services that are able to transition these individuals to permanent supportive housing or independent living programs.

The City will work local agencies that provide temporary and permanent supportive housing to help address homelessness in the community.

The City provides federal funding and general funding support to programs aimed at preventing homelessness such as the Round Rock Area Serving Center, which provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being

discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Round Rock will continue to partner with the THN/ BoS CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution.

The City provides federal funding and general funding support to programs aimed at preventing homelessness such as the Round Rock Area Serving Center, which provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City of Round Rock will follow Lead Based Paint Regulations as required by HUD in the administration of its Home Repair Program for homes that were built prior to 1978. Procedures for addressing lead-based paint in housing to be assisted with HUD funds includes notification, assessment, testing, interim controls, and abatement, if necessary.

Homeowners with homes built prior to 1978 will be notified and given the Lead Based Paint Notification Form to sign and acknowledge. The home will be tested for lead and treated, if necessary.

The City will also continue to support the efforts of Williamson County and Cities Health District to address lead-based paint hazards.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of Round Rock has a lower prevalence of high blood levels in children as compared to the state as the majority of Round Rock's housing developments were built after 1978.

How are the actions listed above integrated into housing policies and procedures?

The City of Round Rock's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35. Contractors are advised of these regulations.

The City will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Round Rock partners with several nonprofit and other local organizations and governmental agencies to coordinate services to address service needs of low-income families including attending coordination meetings to discuss community needs. The City also maximizes its CDBG Public Service funds to assist these families and provide essential services such as food, housing and utility assistance that are designed to keep individuals in their homes and prevent homelessness.

The City is committed to providing access to pivotal resources and programs that remove economic barriers that contribute to poverty. In addition to funding CDBG public services activities, the City allocates approximately \$150,000 in General Fund annually to organizations that aim to alleviate poverty in Round Rock. Below are the services to be provided to assist in reducing the number of poverty level families in Round Rock.

- Ladders for Leaders provides a Training and Internship Program that will provide workforce development, soft skills training, and work experience to 34 high school students.
- Capital IDEA Career Expressway for Low-Income Adults will lift 62 working adults out of poverty and into living-wage careers through education and career advancement while increasing the diversity and availability of skilled workers in high-demand local industries.
- Texas Baptist Children’s Home HOPE Program Round Rock will provide support for the salaries and benefits of Licensed Professional Counselor (TBRI Practitioner) and a Certified TBRI Educator to assist 200 residents.
- Senior Access Senior Connections programs will provide volunteer-based transportation for older adults that will assist 451 seniors.
- Williamson County Crisis Center dba Hope Alliance will receive funding to support for Critical Intervention Services for Family Violence and Sexual Assault Victims that will provide services for 250 survivors of domestic violence and sexual assault including a 24-hour hotline; emergency shelter; supportive housing; legal advocacy; hospital and court accompaniment; and individual/group counseling.
- Sacred Heart Community Clinic Access to Primary Health Care & Preventative Care Services will provide expanded access of primary medical/dental/behavioral health & preventative care to low-income uninsured residents of Round Rock.
- Round Rock Area Serving Center will receive funding to provide services to assist low income and disabled residents with small emergency home repairs, pest control, roll off dumpster for trash/debris removal by volunteers in coordination with the Community & Neighborhood Services Department.
- ROCK Ride on Center for Kids Therapy Services for Underserved Round Rock Residents will provide Equestrian therapeutic services for individuals with disabilities specifically children and veterans.
- Foundation Communities will provide IRS certified tax assistance services in Round Rock between mid-January and mid-April 2025.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City is committed to providing access to pivotal resources and programs that remove economic barriers that contribute to poverty to assist low to moderate income Round Rock residents. As such, the City coordinates funding for CDBG Public Services activities with social and public services activities to be addressed with City of Round Rock General Funds and maximize and leverage resources to activities that will address priority needs identified in this Consolidated Plan.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Round Rock has developed a monitoring system that includes monitoring policies, procedures and standards to ensure that all activities carried out with CDBG funds are done so in a timely manner in accordance with federal monitoring requirements, and all other applicable laws, regulations, policies and sound management and accounting practices including all the requirements of 24 CFR 570.502, 2 CFR 200.238, 2 CFR 200.331 (d) and any other applicable federal requirements.

Subrecipients 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 eligible and national objective requirements. Other areas emphasized are the financial management systems, internal controls, procurement practices and compliance with civil rights requirements.

When applicable, subrecipients are required to submit copies of paid receipts, timesheets, income documentation, client data and self-certification forms with their monthly requests for reimbursement. This information is used to determine the number of unduplicated beneficiaries. Monthly reports were submitted by each subrecipient so staff could monitor the progress of each activity, provide technical assistance or consultation when needed to ensure that all objectives are met.

Subrecipients are monitored on-site yearly. On-site monitoring will consist of a 5-step process:

1. Notification letter
2. Entrance conference
3. Documentation, Data Acquisition and Analysis
4. Exit Conference
5. Follow-up monitoring letter and report

The on-site monitoring will evaluate program administration and regulatory compliance to include the following:

- Conformance to the Subrecipient Agreement
- Record Keeping Systems
- Financial Management Systems
- Insurance

- Procurement Procedures
- Equipment
- Non-discrimination and Actions to Further Fair Housing

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Round Rock receives CDBG funds for housing, community development, public services, economic development, administration, and other eligible activities. These funding sources are expected to be available for the next five years. For planning purposes, the expected amount available for the remainder of Con Plan (years 2-5) is based on an annual 1% reduction from the FY 2024 entitlement amount:

Year 1 - \$642,233; Year 2 - \$635,811; Year 3 - \$629,453; Year 4 - \$623,158; Year 5 - \$616,926; Total - \$3,147,581

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	642,233	0	0	642,233	2,505,348	Funds include CDBG entitlement. Remainder of Con Plan amount is based on a 1% reduction annually from FY 2024 entitlement funds for planning purposes.

Table 50 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Non-profit organizations that receive CDBG Public Service allocations will use these funds to leverage other funding they receive through foundations and fundraising to expand services that will benefit additional low- and moderate-income households and individuals that were identified as high priority needs in the Consolidated Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Round Rock may use CDBG funds to make improvements to City owned facilities, such as parks, to address the needs identified in the Consolidated Plan.

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	Housing Rehabilitation	2024	2028	Affordable Housing	Citywide	Provide Decent Affordable Housing	CDBG: \$177,453	Homeowner Housing Rehabilitated: 6 Household Housing Unit
2	Neighborhood Improvements	2024	2028	Non-Housing Community Development	Citywide Qualified Census Tracts	Public Facilities and Infrastructure	CDBG: \$240,000	Public Facility or Infrastructure Activities for other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
3	Public Services for Low- and Moderate-Income Populations	2024	2028	Non-Housing Community Development Public services	Citywide	Public Service	CDBG: \$60,000	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 120 Households Assisted
4	Public Services for Special Needs Populations	2024	2028	Non-Housing Community Development Public services	Citywide	Public Services	CDBG: \$36,334	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Program Administration	2024	2028	Administration	Citywide	Non-Housing Community Development Decent Safe Affordable Housing Public Services	CDBG: \$128,446	Other: 1 Other

Table 51 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	This goal includes activities that address affordable housing such as home repair/modification as well as preservation of affordable housing.
2	Goal Name	Neighborhood Improvements
	Goal Description	This goal includes infrastructure improvements, ADA accessibility improvements as well as the construction/renovation of public facilities and other improvements such as bus shelters serving low- and moderate-income residents and neighborhoods.
3	Goal Name	Provide Public Services for Special Needs Populations
	Goal Description	This goal includes activities that support public services directed to elderly, people with disabilities, youth, children, homeless and other special needs populations.
4	Goal Name	Provide Public Services for Low-Moderate Income Populations
	Goal Description	This goal includes activities that support public services directed to low- and moderate-income residents including food pantry programs and subsistence payments for services such as utility and housing payment assistance.

5	Goal Name	Program Administration
	Goal Description	This goal includes administrative activities associated with Round Rock's CDBG program.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Round Rock is receiving \$642,233 in CDBG 2024 Program Year funds. Funds will be used for public services, program administration, minor home repair and public facility and improvements projects. The estimated completion date for these projects is September 30, 2025.

The following activities may be funded during the FY 2024 program year with any remaining balances from completed CDBG projects or from projects that may have funds reprogrammed due to unanticipated project delays:

- Additional Home Repairs up to \$25,000 per home for low to moderate income households
- Any of the approved City facility or infrastructure project in this action plan
- Any public services balances (Services for Special Needs Populations) may be used to provide additional funds to another public services activity approved in this plan

Projects

#	Project Name
1	Home Repair Program
2	Public Facilities and Infrastructure Improvements
3	Public Services
4	Program Administration

Table 52 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Consolidated Plan Needs Assessment and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Home Repair Program
	Target Area	Citywide
	Goals Supported	Increase Access to Affordable Housing Homeowner Housing Rehabilitation
	Needs Addressed	Decent, Safe Affordable Housing
	Funding	CDBG: \$177,453
	Description	City of Round Rock Community and Neighborhood Services Department will administer the CDBG Home Repair Program which will assist low to moderate income homeowners with necessary home repairs up to \$25,000 per home. Approximately 6 homeowners will be assisted under this program.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6 homeowners will be assisted under this program.
	Location Description	This City of Round Rock Minor Home Repair Program will be available to residents Citywide within the City limits of Round Rock.
Planned Activities	<p>Funding will be used for minor home repair for 6 low-to-moderate income households. Minor repairs to include some or all of the following: siding, roof, windows, doors, ramps, electrical, plumbing, fences, insulation, painting, mechanical and garage doors.</p> <ul style="list-style-type: none"> The City will consider minor home repairs (not to exceed \$25,000 per house) as an alternate activity for funding for projects that have delays, or if a project is complete and has a balance of funds to allocate. 	
Project Name	Public Facilities and Infrastructure Improvements	

2	Target Area	Qualified Census Tracts
	Goals Supported	Public Facility and Infrastructure Improvements Neighborhood Improvements
	Needs Addressed	Neighborhood Improvements Non-housing community development
	Funding	CDBG: \$240,000
	Description	Funding will be used for Park Improvements at Greenhill Park
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Greenhill Park Improvements will assist approximately 500 people
	Location Description	Greenhill Park 1825 Nicole Cir, Round Rock, TX 78664
	Planned Activities	The Greenhill Park Improvement project includes the purchase and installation of a playground and shade structure. This project will support improvements at one park facility that will benefit area neighborhoods who access this facility.
3	Project Name	Public Services
	Target Area	Citywide
	Goals Supported	Increase Access to Affordable Housing Public Services for Low- and Moderate-Income Populations Public Services for Special Needs Populations
	Needs Addressed	Public Services for Special Needs Populations and Low to Moderate Income households
	Funding	CDBG: \$96,334

Description	CDBG Program Year 2024 Public Services activities include RRASC Food Pantry, RRASC Housing Assistance, CASA Child Advocacy Program, and Meals on Wheels of Williamson and Burnet Counties. All activities will serve low-income residents citywide.
Target Date	9/30/2025
Estimate the number and type of families that will benefit from the proposed activities	These CDBG 2024 Public Service activities are estimated to assist 200 low-to-moderate income individuals and another 970 low-to-moderate income households.
Location Description	<p>The 2024 CDBG funded public services will be available to all low-income residents at the following locations:</p> <p>Meals on Wheels: Citywide</p> <p>Round Rock Area Serving Center/Food Pantry: 1099 East Main Street</p> <p>Round Rock Area Serving Center/Housing Assistance: 1099 East Main Street</p> <p>CASA: Citywide</p>

	Planned Activities	<p>Funds will be used for the following public services activities:</p> <ul style="list-style-type: none"> • Opportunities Williamson-Burnet Counties (OWBC) Meals on Wheels Program - \$16,334 This program provides nutritious hot meals to homebound seniors and other persons in need. CDBG funds will be used to support the partial salary of a chef. Approximately 100 seniors will be assisted. • Round Rock Area Serving Center (RRASC) Housing Assistance Program - \$30,000 This program provides up to \$250 of rent or mortgage assistance to low to moderate income households to prevent eviction or foreclosure. Approximately 120 households will be assisted. • Round Rock Area Serving Center (RRASC) Food Pantry - \$30,000 This program will provide funds to purchase food for the food pantry to assist low to moderate income households in needs of assistance. Approximately 850 households will be assisted. • Court Appointed Special Advocates (CASA) of Williamson County Child Advocacy - \$20,000 This program provides support for CASA to advocate for children in the foster care system. CDBG funds will be used to support the partial salary of an Advocate Supervisor. Approximately 100 children will be served.
4	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Non-housing community development Decent Safe Affordable Housing Public Services
	Funding	CDBG: \$128,446

Description	Funds will be used for the management and administrative oversight of the CDBG program. IDIS Matrix Code 21A. This includes administration of fair housing activities as well.
Target Date	9/30/2025
Estimate the number and type of families that will benefit from the proposed activities	Low-to-moderate income households and persons will benefit from the CDBG projects and activities.
Location Description	221 East Main Street Round Rock, Texas 78664
Planned Activities	Administration of CDBG program to include fair housing activities. There is no goal outcome indicator.

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 City will focus infrastructure projects in areas with a low to moderate income population of at least 51%. The Home Repair Program and Public Service allocations serve low- and moderate-income populations City wide.

Geographic Distribution

Target Area	Percentage of Funds
Qualified Census Tracts	37%
City-wide	63%

Table 53 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Round Rock did not use geographic target areas as a basis for funding allocation priorities.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Round Rock is funding the Minor Home Repair Program with \$177,453 of CDBG Program Year 2024 funds. The City is proposing to make minor home improvements to 6 low- to moderate-income households. The City is also funding the Round Rock Area Serving Center Housing Assistance Program with \$30,000 of 2024 CDBG funds to provide up to \$250 in rent or mortgage assistance to 120 low-to-moderate income Round Rock residents to prevent eviction or becoming homeless.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	126
Special-Needs	
Total	126

Table 54 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	120
The Production of New Units	
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	126

Table 55 - 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-to-moderate income residents to not have to choose between paying rent or mortgage and other necessities such as car payment, prescriptions, food and avoiding eviction. Continued implementation of the City of Round Rock Home Repair Program will assist low-to-moderate 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 being built in 1972. Today the Housing Authority owns 88 units and administers 230 Section 8 Housing Choice Vouchers.

A seven-member board, including two resident board members, oversees the organization. The board is appointed by the Mayor and City Council. Each board member serves a two-year term.

The mission of the RRHA is to provide safe, affordable housing to families and individuals of the greater Round Rock area; and provide education and training opportunities that empower residents to reach self-sufficiency with dignity.

Round Rock Housing Authority (RRHA) owns three developments in Round Rock for a total of 88 public housing units.

Lance Haven: 1505 Lance Lane, Round Rock, Texas 78664

Westwood Apartments: 1100 Westwood Drive, Round Rock, Texas 78681

Cushing Center (Senior Property): 1007 Cushing Drive, Round Rock, Texas 78664

Actions planned during the next year to address the needs to public housing

Round Rock Housing Authority strives to promote self-sufficiency and enhance the lives of its residents. To meet these goals, RRHA has undertaken several initiatives which will continue throughout the next program year.

RRHA has started a Senior Gardening Program. The housing authority coordinates with the local A&M Agricultural Program to provide health and nutrition education classes and promote healthy living. This includes healthy cooking, exercise, and the promotion of gardening and growing fresh food. There are three series of classes. Each series has four classes. The first includes healthy cooking, shopping for groceries, and calorie counting, etc. The second includes exercises such as chair exercises and nonstrenuous stretching for seniors. The third series will focus on growing vegetables and eating fresh grown food.

Round Rock Housing Authority also provides the following activities to residents:

- A quarterly newsletter is provided to keep residents informed on RRHA activities;
- RRHA provides an after-school program during the school year and a summer learning enrichment program, operated by Baptist Children’s Home, for public housing residents;
- Quarterly luncheons are provided for senior residents;
- Through a partnership with Texas State University, residents have access to health screenings;
- RRHA is seeking a community partner to provide financial literacy classes and they also plan to establish a community garden.

Round Rock Housing Authority will continue to seek partnership opportunities to enrich the lives of PHA residents. The housing authority also has future plans to renovate the 88 public housing units in its portfolio and is in the process of hiring a consultant to assist in developing a plan and budget for these renovations.

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.

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 is using these grant funds for Administrative and Operations 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. The City of Round Rock is a member of the Wilco Homeless Coalition.

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

The City of Round Rock and Wilco Homeless Coalition will continue to coordinate with the Texas Homeless Network/ TX BoS CoC on issues to address homelessness in the community. The City will continue to work with agencies and local partners who assist homeless populations including but not limited to the Round Rock Area Serving Center, and the Williamson County Crisis Center.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Round Rock does not receive Emergency Solutions Grants to address homelessness. The City will coordinate with the following agencies that provide emergency temporary shelter and transitional housing:

- The Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds, offers emergency shelter for victims of domestic violence and sexual assault.
- Round Rock Area Serving Center provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.
- Texas Baptist Children’s Home, funded with 2024 General Funds, provides a variety of residential and nonresidential services for children and families in need including housing for children and single-mother families as well as outreach and prevention services.

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 will continue to coordinate with the Wilco Homeless Coalition and THN/ BoS COC to ensure that homeless individuals in Round Rock are referred to programs and services that are able to transition these individuals to permanent supportive housing or independent living programs.

The City will work with local agencies that provide temporary and permanent supportive housing to help address homelessness in the community.

The City provides federal funding and general funding support to programs aimed at preventing homelessness such as the Round Rock Area Serving Center, which provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.

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

The City of Round Rock will continue to partner with the THN/ BoS CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution.

The City provides federal funding and general funding support to programs aimed at preventing homelessness such as the Round Rock Area Serving Center, which provides emergency shelter, food, and clothing vouchers as well as mortgage and utility assistance in an effort to prevent homelessness.

Discussion

The City of Round Rock and Wilco Homeless Coalition will continue to coordinate with the Texas Homeless Network/ TX BoS CoC on issues to address homelessness in the community. The City will continue to work with agencies and local partners who assist homeless populations including but not limited to Round Rock Area Serving Center, funded with 2024 CDBG funds, and Williamson County Crisis Center (Hope Alliance), funded with 2024 General Funds. Round Rock will continue to fund high priority activities that address homeless prevention and non-homeless special needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section identifies actions planned by the City of Round Rock to address barriers to affordable housing identified through the City's Analysis of Impediments to Fair Housing Choice.

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

The City of Round Rock will address barriers to affordable housing through the following strategies:

- Continue to refer households to Austin Tenant Council/Texas Rio Grande Legal Aid, as appropriate
- Identify and promote fair housing education and programs to build renters' rights knowledge, with a focus on reaching vulnerable residents including persons with disabilities and refugees
- Fund projects that provide residents with access to affordable housing
- Identify resources for affordable housing for residents and promote on City's website and include in resources and referrals
- Commit to fostering a culture of inclusion for residents with disabilities, including ensuring that equity initiatives include residents with disabilities, reviewing websites and other communications for ease of finding information pertinent to residents with disabilities, increasing resources at jurisdiction festivals and events (i.e., accessible parking spaces, shuttles, other accommodations), and other efforts to signal that people with disabilities are a valued part of the community.

Discussion:

The City is committed to addressing the barriers to affordable housing and will continue to identify opportunities to promote and provide fair housing education and resources for Round Rock residents.

AP-85 Other Actions – 91.220(k)

Introduction:

This section outlines actions planned by City of Round Rock to address obstacles in meeting underserved needs in Round Rock.

Actions planned to address obstacles to meeting underserved needs

Obstacles to meeting underserved needs in Round Rock include high cost of housing, lack of affordable housing, transportation needs, and high cost of other basic needs such as food, health, medication, and childcare services. To address these needs the City of Round Rock allocated 2024 General Funds to the following non-profit organizations to provide services that assist low to moderate income households:

- **Ladders for Leaders** provides a Training and Internship Program that will provide workforce development, soft skills training, and work experience to 34 high school students.
- **Capital IDEA Career Expressway for Low-Income Adults** will lift 62 working adults out of poverty and into living-wage careers through education and career advancement while increasing the diversity and availability of skilled workers in high-demand local industries.
- **Texas Baptist Children’s Home HOPE Program Round Rock** will provide support for the salaries and benefits of Licensed Professional Counselor (TBRI Practitioner) and a Certified TBRI Educator to assist 200 residents.
- **Senior Access Senior Connections** programs will provide volunteer-based transportation for older adults that will assist 451 seniors.
- **Williamson County Crisis Center dba Hope Alliance** will receive funding to support for Critical Intervention Services for Family Violence and Sexual Assault Victims that will provide services for 250 survivors of domestic violence and sexual assault including a 24-hour hotline; emergency shelter; supportive housing; legal advocacy; hospital and court accompaniment; and individual/group counseling.
- **Sacred Heart Community Clinic Access to Primary Health Care & Preventative Care Services** will provide expanded access of primary medical/dental/behavioral health & preventative care to low-income uninsured residents of Round Rock.
- **Round Rock Area Serving Center** will receive funding to provide services to assist low income and disabled residents with small emergency home repairs, pest control, roll off dumpster for trash/debris removal by volunteers in coordination with the Community & Neighborhood Services Department.
- **ROCK Ride on Center for Kids Therapy Services for Underserved Round Rock Residents** will provide Equestrian therapeutic services for individuals with disabilities specifically children and veterans.
- **Foundation Communities** will provide IRS certified tax assistance services in Round Rock between

mid-January and mid-April 2025.

Actions planned to foster and maintain affordable housing

The City of Round Rock will continue to support the following programs that support affordable housing:

- The City will provide 2024 CDBG funds to the Round Rock Area Serving Center for the Housing Assistance Program to assist low to moderate income households with up to \$250 of rent or mortgage assistance to prevent eviction or foreclosure; and
- The City will provide 2024 CDBG funds for the CDBG Home Repair Program which will assist low to moderate income homeowners with necessary home repairs up to \$25,000 per home. This program is administered by the City's Community and Neighborhood Services Department. Approximately 6 homeowners will be assisted under this program.

Actions planned to reduce lead-based paint hazards

The City's Minor Home Repair Program policy and procedures manual complies with the Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes. The procedures include:

1. Notification
2. Identification
3. Treatment/ Abatement (if necessary)

The City of Round Rock will continue to fund the Minor Home Repair Program with 2024 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 lead-based paint.

Actions planned to reduce the number of poverty-level families

During the 2024 CDBG program year the City of Round Rock will take the following actions to reduce the number of poverty level families:

- The City will continue to fund the Minor Home Repair Program with 2024 CDBG funds to provide minor home repair for low- and moderate-income residents in Round Rock. This program proposes to assist an estimated total of 6 households with repairs to include fence, plumbing, electrical, weatherization, and ADA improvements.
- Round Rock Area Serving Center will continue to be funded with CDBG program year 2024 funds to provide rent and mortgage assistance and access to their food pantry. These programs collectively propose to assist 970 households.
- The Meals on Wheels of Williamson and Burnet Counties program will be funded with 2024 CDBG funds to provide nutritious hot meals to homebound seniors and other persons in need.

Approximately 100 seniors will be assisted.

Actions planned to develop institutional structure

The City of Round Rock works with a supportive network of non-profit, public and government agencies throughout the City and county, working together to provide essential services to low- and moderate-income residents. This collaborative approach includes coordination of services through stakeholder meetings, community meetings, and information and referrals systems to identify and address needs of special needs populations.

Community members in Round Rock and Williamson County made a huge step in closing the gap in the institutional structure and service delivery system when they formed the Wilco Homeless Coalition (WHC) in 2019. The Wilco Homeless Coalition was created to raise awareness on homelessness and to provide resources to homeless individuals and families in Williamson County. WHC works closely with the Texas Homeless Network/TX BoS CoC and began assisting with annual Point in Time Count in 2022 to provide more accurate data on the number and type of individuals experiencing homelessness in Williamson County. The City of Round Rock is an active member of this volunteer organization.

The City of Round Rock and WHC will continue to build on this progress to overcome gaps in the service delivery system for homeless individuals and families by:

- Continuing to collaborate and consult with Texas Homeless Network/ TX BoS CoC
- Continue to participate in the annual Point in Time Count
- Conducting outreach to identify and assist persons who are homeless or at risk of homelessness
- Holding monthly meetings for community members and stakeholders to improve coordination and referrals
- Identifying additional resources to address individuals and persons who are experiencing homelessness
- Holding an Annual Homelessness Awareness Event

Actions planned to enhance coordination between public and private housing and social service agencies

In an effort to enhance coordination between public and private housing and social service agencies, the City will continue to coordinate and attend the Williamson County Monthly Networking Meetings. At this monthly networking meeting, nonprofit and social service agencies come together to network, promote events, and listen to guest speakers. Up to 30 agencies attend the monthly meetings and have access 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.

Discussion:

The City of Round Rock will work with nonprofit agencies and government agencies to improve coordination and efficiencies in delivering programs and activities to address priority needs.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

This section outlines program specific requirements for the use of Community Development Block Grant Program (CDBG) funds.

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.

	0
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	
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.	100%

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.

Appendix - Alternate/Local Data Sources

1	Data Source Name 2000 Census (Base Year), 2016-2017 ACS
	List the name of the organization or individual who originated the data set. United States Census Bureau Census and United States Census Bureau American Community Survey (ACS)
	Provide a brief summary of the data set. 2000 Census
	What was the purpose for developing this data set? Nationwide analysis
	Provide the year (and optionally month, or month and day) for when the data was collected. 2000 Census, 2016-2017 ACS
	Briefly describe the methodology for the data collection. Nationwide Census
	Describe the total population from which the sample was taken. All residents of US
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. Matches demographic profile of nation
2	Data Source Name 2016-2017 American Community Survey
	List the name of the organization or individual who originated the data set. United States Census Bureau
	Provide a brief summary of the data set. Annual American Community Survey
	What was the purpose for developing this data set? Nationwide survey
	Provide the year (and optionally month, or month and day) for when the data was collected. 2016-2017
	Briefly describe the methodology for the data collection. Administered nationwide

	<p>Describe the total population from which the sample was taken.</p> <p>All US residents</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>Matches US demographic profile</p>
3	<p>Data Source Name</p> <p>2011-2015 HUD CHAS Data</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>United States Department of Housing and Urban Development (HUD)</p>
	<p>Provide a brief summary of the data set.</p> <p>Each year, the U.S. Department of Housing and Urban Development (HUD) receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low-income households. The CHAS data are used by local governments to plan how to spend HUD funds and may also be used by HUD to distribute grant funds. For more background on the CHAS data, including data documentation and a list of updates and corrections to previously released data, click here: Background.</p>
	<p>What was the purpose for developing this data set?</p> <p>See above</p>
	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>2011-2015</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>CHAS data comes from the American Community Survey</p>
	<p>Describe the total population from which the sample was taken.</p> <p>All US residents</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>Matches US demographic profile</p>
4	<p>Data Source Name</p> <p>PIC (PIH Information Center)</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>United States Department of Housing and Urban Development (HUD)</p>

	<p>Provide a brief summary of the data set.</p> <p>It is a flexible, scalable, Internet-based approach which enables Housing Authority users and Department personnel to access a common database of Housing Authority information via their web browser from anywhere.</p>
	<p>What was the purpose for developing this data set?</p> <p>To aid in maintaining and gathering data about all of PIH's inventories of Housing Agencies (HAs), Developments, Buildings, Units, HA Officials, HUD Offices and Field Staff and IMS/PIC Users.</p>
	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>Ongoing</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>Internet-based interface</p>
	<p>Describe the total population from which the sample was taken.</p> <p>N/A</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>N/A</p>
5	<p>Data Source Name</p> <p>HUD 2018 Fair Market Rents/2018 HOME Rent Limits</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>*Full Data Set Title: HUD 2018 Fair Market Rents and HUD 2018 HOME Investment Partnership Program Rent Limits</p> <p>United States Department of Housing and Urban Development (HUD)</p>
	<p>Provide a brief summary of the data set.</p> <p>Fair Market Rents are established by HUD each year for the Section 8 Program. Fair Market Rents (FMRs) are used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment (HAP) contracts in the Moderate Rehabilitation Single Room Occupancy program (Mod Rehab), rent ceilings for rental units in both the HOME Investment Partnerships program and the Emergency Solution Grants program, calculation of maximum award amounts for Continuum of Care recipients and the maximum amount of rent a recipient may pay for property leased with Continuum of Care funds, and calculation of flat rents in Public Housing units.</p>
	<p>What was the purpose for developing this data set?</p> <p>Please see above.</p>

	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>2018</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>See above.</p>
	<p>Describe the total population from which the sample was taken.</p> <p>N/A</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>N/A</p>
6	<p>Data Source Name</p> <p>Texas Homeless Network</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>Texas Homeless Network</p>
	<p>Provide a brief summary of the data set.</p> <p>The TX BoS CoC is committed to collecting and using data to drive program priorities and policy direction. We rely on the communities throughout our geographic area to help collect high-quality data on homelessness by using the Homeless Management Information System (HMIS), completing Housing Inventory Counts and conducting Point-in-Time counts.</p>
	<p>What was the purpose for developing this data set?</p> <p>The data collected through these methods help to produce reports, which can be used for planning locally, on a CoC-level, and nationally.</p>
	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>Ongoing.</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>Unlike smaller CoCs that can help more directly with data collection, the TX BoS CoC depends on communities to volunteer to participate in the Housing Inventory and Point-in-Time counts in order to obtain data. We can only offer data each year for communities that choose to participate.</p>
	<p>Describe the total population from which the sample was taken.</p> <p>See above.</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>N/A</p>
7	<p>Data Source Name</p> <p>Quarterly Workforce Indicators (QWI), 2017 (Jobs)</p>

	<p>List the name of the organization or individual who originated the data set.</p> <p>*Full Data Source Title: U.S. Census Bureau Quarterly Workforce Indicators (QWI), 4th Quarter 2017 (Jobs)</p> <p>United States Census Bureau</p>
	<p>Provide a brief summary of the data set.</p> <p>The QWI are a set of 32 economic indicators including employment, job creation/destruction, wages, hires, and other measures of employment flows. The QWI are reported based on detailed firm characteristics (geography, industry, age, size) and worker demographics (sex, age, education, race, ethnicity) and are available tabulated to national*, state, metropolitan/micropolitan areas, county, and workforce investment areas (WIA).</p>
	<p>What was the purpose for developing this data set?</p> <p>The QWI are unique in their ability to track both firm and worker characteristics over time – enabling analyses such as a longitudinal look at wages by worker sex and age across counties, ranking job creation rates of young firms across NAICS industry groups and comparing hiring levels by worker race and education levels across a selection of metropolitan areas.</p>
	<p>Provide the year (and optionally month, or month and day) for when the data was collected.</p> <p>2017, 4th quarter</p>
	<p>Briefly describe the methodology for the data collection.</p> <p>See above.</p>
	<p>Describe the total population from which the sample was taken.</p> <p>See above.</p>
	<p>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</p> <p>See above.</p>
8	<p>Data Source Name</p> <p>Round Rock 2014 Consolidated Plan</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>City of Round Rock</p>
	<p>Provide a brief summary of the data set.</p> <p>The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.</p>

<p>What was the purpose for developing this data set?</p> <p>The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons With AIDS (HOPWA) Program (of which, only CDBG applies to Round Rock).</p>
<p>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</p> <p>Citywide.</p>
<p>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</p> <p>2014</p>
<p>What is the status of the data set (complete, in progress, or planned)?</p> <p>Complete.</p>



Executive Summary
Draft FY 2024-2028 Consolidated Plan
FY 2024 Annual Action Plan and Budget

Background

The City of Round Rock is a recipient of Community Development Block Grant (CDBG) federal entitlement funds awarded through the U.S. Department of Housing and Urban Development (HUD). These funds are used to conduct a wide range of housing, community and economic development activities and services, primarily for low to moderate income households earning less than 80 percent of the area median family income.

As a recipient of CDBG funds, the city is required to prepare a Consolidated Plan. The Consolidated Plan identifies and prioritizes the city's affordable housing, community development and economic development needs and strategies to guide the use of its CDBG funding for the next five years. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The City of Round Rock has prepared a draft FY 2024 – 2028 Consolidated Plan and FY 2024 Annual Action Plan. The city will receive an allocation of \$642,233 in CDBG funds for the FY 2024 Action Plan for the program period of October 1, 2024 – September 30, 2025. For the five-year period covering the FY 2024-2028 Consolidated Plan (October 1, 2024 – September 30, 2029), the city anticipates receiving \$3.2 million in resources to be available through CDBG.

In developing the FY 2024-2028 Consolidated Plan, the City gathered information through various methods including a review of available housing market and economic data, census data, engagement with local stakeholders, community meetings, and a community needs survey which received 77 responses. The draft Consolidated Plan was also informed by other city plans and initiatives including the Round Rock 2030 Comprehensive Plan. This process formed the strategic plan to identify priority needs for the Consolidated Plan. The Consolidated Plan and Annual Action Plan are due to HUD by August 15, 2024.

FY 2024-2028 Consolidated Plan Priorities

The City of Round Rock's strategic plan is built on the priority needs identified through a needs assessment, market analysis, and community engagement process and aligns with priorities and needs identified in the city's other strategic plans and initiatives. Through the Consolidated Plan process, Decent, Safe Affordable Housing; Public Facilities and Infrastructure Improvements; and Services for Special Needs Populations were identified as the highest priority needs.

City of Round Rock 2024-2028 Consolidated Plan Priority Needs & Goals:

- 1. Provide Decent, Safe Affordable Housing**
 - a. Preservation of affordable housing through homeowner repair program
- 2. Create Suitable Living Environments**

- a. Public facilities and infrastructure activities to improve neighborhoods

3. Provide Services for Special Needs Populations

- a. Public Services activities to assist low-income households and special needs populations such as seniors and children

4. Provide Economic Development Opportunities

FY 2024 Annual Action Plan and Budget

The City of Round Rock has a total of \$642,233 in Community Development Block Grant (CDBG) funds for the FY 2024 Action Plan for the program period of October 1, 2024 – September 30, 2025.

Entitlement Grant	Federal FY 2024
Community Development Block Grant	\$642,233

Below are the proposed FY 2024 CDBG activities and budget which aligns with the priorities outlined in the draft FY 2024-2028 Consolidated Plan. The budgets are also within the HUD maximum expenditure limits for Administration (20% of grant) and Public Service activities (15% of the grant).

Proposed CDBG Activities	Proposed Funding	Consolidated Plan Priority	% of Budget
CDBG Home Repair Program	177,453	Provide Decent Affordable Housing	28%
Greenhill Park Improvements	240,000	Create Suitable Living Environments	37%
Public Services	96,334	Provide Services for Special Needs Populations	15%
<i>OWBC Meals on Wheels Program</i>	<i>16,334</i>	Provide Services for Special Needs Populations	
<i>RRASC Housing Assistance</i>	<i>30,000</i>	Provide Services for Special Needs Populations	
<i>RRASC Food Pantry</i>	<i>30,000</i>	Provide Services for Special Needs Populations	
<i>CASA Child Advocacy</i>	<i>20,000</i>	Provide Services for Special Needs Populations	
CDBG Program Administration	128,446	N/A	20%
Total	\$642,233		100%

Activity Descriptions

CDBG Home Repair Program

City of Round Rock Community and Neighborhood Services Department will administer the CDBG Home Repair Program which will assist low to moderate income homeowners with necessary home repairs up to \$25,000 per home. Approximately 6 homeowners will be assisted under this program.

Greenhill Park Improvements

City of Round Rock Parks Department will implement this project which includes the purchase and installation of a playground and shade structure. This project will support improvements at one park facility that will benefit area neighborhoods who access this facility.

Public Services

Opportunities Williamson-Burnet Counties (OWBC) Meals on Wheels Program

This program provides nutritious hot meals to homebound seniors and other persons in need. CDBG funds will be used to support the partial salary of a chef. Approximately 100 seniors will be assisted.

Round Rock Area Serving Center (RRASC) Housing Assistance Program

This program provides up to \$250 of rent or mortgage assistance to low to moderate income households to prevent eviction or foreclosure. Approximately 120 households will be assisted.

Round Rock Area Serving Center (RRASC) Food Pantry

This program will provide funds to purchase food for the food pantry to assist low to moderate income households in needs of assistance. Approximately 850 households will be assisted.

Court Appointed Special Advocates (CASA) of Williamson County Child Advocacy

This program provides support for CASA to advocate for children in the foster care system. CDBG funds will be used to support the partial salary of an Advocate Supervisor. Approximately 100 children will be served.

CDBG Program Administration

City of Round Rock – Funds will be used to support program planning, administration, and reporting costs necessary to administer the CDBG program in compliance with HUD and other federal regulations.

Alternate Projects

The following activities may be funded during the FY 2024 program year with any remaining balances from completed CDBG projects or from projects that may have funds reprogrammed due to unanticipated project delays:

- Additional Home Repairs up to \$25,000 per home for low to moderate income households
- Any of the approved city facility or infrastructure project in this action plan
- Any public services balances (Services for Special Needs Populations) may be used to provide additional funds to another public services activity approved in this plan

Citizen Participation

The draft Consolidated Plan and Annual Action Plan Summary will be available for public review and comment for thirty (30) days beginning June 7, 2024, through July 11, 2024, at the address listed below or at www.roundrocktexas.gov and at the following locations: Alan R. Baca Senior Center reception desk, Round Rock Public Library, Round Rock Housing Authority, Round Rock City Hall bulletin.

A PUBLIC HEARING will be held to receive comments after which the final FY 2024-2028 Consolidated Plan and FY 2024 Annual Action Plan will be considered by city council for approval. All interested persons are invited to attend at the location and time listed below:

**Thursday, July 11, 2024, at 6:00 p.m.
City Council Meeting
Location: Council Chambers at City Hall
Address: 221 East Main Street, Round Rock, TX**

Programs funded through the CDBG program may be emphasized in target neighborhoods or on a city-wide basis. Approximately 80 percent of the CDBG funds made available to the city will benefit households earning less than 80 percent of the area median family income.

Citizens may send written comments to Community and Neighborhood Services Department, 221 East Main Street, Round Rock, TX 78664. The document may be viewed through July 11, 2024, at the Community and Neighborhood Services Department, 221 East Main Street, Round Rock TX and on the City of Round Rock website: www.roundrocktexas.gov and the locations listed above.

Public Comment

Proposed use of Federal funds are outlined in the draft Consolidated Plan summary. Recommendations for all of the grants were developed by City staff. All recommendations are subject to change. Questions about the 2024-2028 draft Consolidated Plan are welcome and should be directed to the Community and Neighborhood Services Department, 221 East Main Street, Round Rock, Texas 78664, (voice) or 1-800-735-2989 (TDD/TTY). Formal written comments may be sent to the same address. All comments should be received by the Community and Neighborhood Services Department by 5:00 p.m. on July 11, 2024. The Consolidated Plan will be submitted to HUD on or before August 15, 2024.

The City of Round Rock is committed to compliance with the American with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call (512) 341-3328 (voice) or Relay Texas at 711 or 1-800-735-2989 (TDD) for assistance. For a sign language interpreter, please call (512) 341-3328 at least 4-5 days in advance.

The City of Round Rock offers, to all non-speaking English persons and upon written request, translated versions of all public documents and public hearing notices. Non-English-speaking persons who desire translated public documents or public notices should formally request these items from the Community and Neighborhood Services Department during normal business hours. For questions or additional information about these plans, please contact the Community and Neighborhood Services Department at (512) 341-3328.

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: 08/14/2024	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: 484674	5b. Federal Award Identifier: B-24-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: CITY OF ROUND ROCK		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6017485	* c. UEI: L6TJFVAE4DM5	
d. Address:		
* Street1: 221 EAST MAIN STREET	<input type="text"/>	
Street2:	<input type="text"/>	
* City: ROUND ROCK	<input type="text"/>	
County/Parish: WILLIAMSON	<input type="text"/>	
* State: TX: Texas	<input type="text"/>	
Province:	<input type="text"/>	
* Country: USA: UNITED STATES	<input type="text"/>	
* Zip / Postal Code: 78664-5271	<input type="text"/>	
e. Organizational Unit:		
Department Name: COMM. & NEIGHBORHOOD SERVICES	Division Name: CDBG	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.	* First Name: ELIZABETH	
Middle Name: G.	<input type="text"/>	
* Last Name: ALVARADO	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: CDBG COORDINATOR		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: 512-341-3328	Fax Number: <input type="text"/>	
* Email: 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 COMMUNITY 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:**

CITY OF ROUND ROCK CDBG 2024 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="642,233.00"/>
* 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="642,233.00"/>

*** 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 18, 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: 02/28/2025

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.

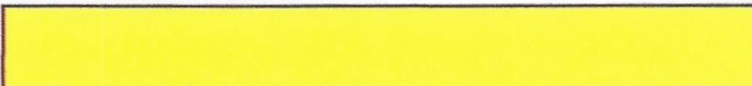
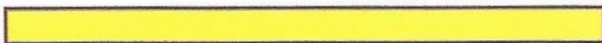
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 MAYOR
APPLICANT ORGANIZATION CITY OF ROUND ROCK	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 75.

Signature of Authorized Official

Date

MAYOR
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) 2024-2025 [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

MAYOR
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

MAYOR

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

MAYOR
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

MAYOR

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

MAYOR

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: G.4

Title: Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Bank, National Association and other related documents for Pace Shields for the golf carts at Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$178,680.00

Indexes:

Attachments: Resolution, Exhibit A, Quote

Department: Sports Management & Tourism

Text of Legislative File 2024-175

PNC Equipment Finance will serve as the lessor for (82) new golf GPS screens for use on the new carts at Forest Creek Golf Club. This agreement is being awarded via Omnia Partners contract #210201.

Cost: \$3,722.50/month for 48 months

Source of Funds: Golf Course Revenue Fund

RESOLUTION NO. R-2024-175

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-6 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding \$178,694.40 for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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 11th day of July, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Meagan Spinks

Official Title: City Clerk

Date: July 11, 2024

May 21, 2024

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

RE: Lease Number 98989778-6

To Whom It May Concern:

Thank you for choosing PNC Bank, National Association as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date at the bottom of Page 7.
- **Certificate of Incumbency:** Please have all authorized signers (including the individual who signed the documents) sign in the middle section along with the Corporate Secretary or Assistant Secretary, who should complete the bottom section of the document. This person must complete the top and bottom sections of the document. If you have a corporate resolution available, please include that in the return of your documents. If this document does not apply to your business structure, please send a copy of your Operating Agreement, Partnership Agreement or Incorporating documents.
- **Resale Certificate:** If you believe that your organization is exempt from tax on the lease of golf carts, and you also collect tax on the rental of the carts, please submit a resale certificate that is completed in its entirety. For your convenience, the state resale certificate is enclosed. Please complete the enclosed resale certificate and return with the signed documents referenced in this letter.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to call me at SMEDocs@leaserv.com.

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at customercare@leaserv.com.

Sincerely,

Maverick Stock

Sales Specialist

Lease Agreement

Dated as of May 21, 2024

Lease Number: 98989778-6

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
City of Round Rock
221 East Main Street
Round Rock, TX 78664
FEDERAL TAX ID
746017485

Equipment Description:

Quantity	Description	Serial No.
82	2025 Pace Shield 10EX	

Payment Information

Number of Payments: 48	Rent Amount: \$ 3,722.80 + Applicable Taxes	Payable: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> See Attached Variable Payment Structure	Lease Term (in months): 48 months	End of Lease Provision: <input checked="" type="checkbox"/> FMV- Cars <input type="checkbox"/> Rental <input type="checkbox"/> PUT - _____ <input type="checkbox"/> FMV - Turf (Annual Hours _____) <input type="checkbox"/> \$1 Out
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See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% (i) due to changes in the Equipment configuration, or (ii) an increase in the comparable Swaps Rate between the date you sign this Lease and the acceptance of the Equipment by you. As used herein, "Swaps Rate" shall mean the Interest Rate Swap for the corresponding period as set forth on Bloomberg Screen 3 (Interest Rate Swaps Bloomberg) as the "SOFR Swap Rate" on a date determined by the Lessor that is no more than five (5) days before the date the Lease is made (or if no such rate is published therein for any reason, a comparable rate as published therein or in another publication determined by the Lessor, which determination shall be conclusive absent manifest error). Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**

5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase

option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.

- 16. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association

("Lessor")

X

Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

City of Round Rock

("Lessee")

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98989778-6

Lessee: **City of Round Rock**

Amount: \$178,694.40 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Round Rock**

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

May 21, 2024

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

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and City of Round Rock

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
82	2025 Pace Shield 10 EX	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. The replacement cost must be listed on the Certificate of Insurance.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com



Certificate of Coverage

Member ID: 3127	
Member: Michael Bennett Risk Manager Round Rock 221 E Main Ave Ste 100 Round Rock, Texas 78664-0000	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool PO Box 149194 Austin, Texas 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404


Certificate Holder:
 City of Round Rock; ATTN: Valerie LaCour Francois
 221 E Main Ave
 Round Rock, Texas 78664

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability Effective Date: 10/01/2023 Anniversary Date: 10/01/2024 Limits of Liability(Each Occurrence): \$1,000,000 Sudden Events involving Pollution(Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$2,500	Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Deductible per Occurrence: _____
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	

DESCRIPTION:
 Evidence of Coverage for The Commons Office/Retail, located at 901 Round Rock Ave (RR 620) Round Rock, Texas 78681 - Value \$4,150,000. Special Form Coverage includes Theft.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner


Date Issued:
 06/22/2023



Customer Information

Lease # 98989778-6

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : City of Round Rock	Federal Tax ID Number: 746017485
------------------------------------------------	----------------------------------

Preferred Method of Payment:

Is a Purchase Order required on Invoices? YES NO PO # _____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:
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Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
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Email: _____

Contact 2:	Phone:
------------	--------

Email: _____

I hereby attest the above information is accurate.

Signature X	Date
----------------	------

Email: _____

KemperSports

Pricing effective 2024



Presented By:

Jim Newton
Senior Manager, Strategic Partnerships

Presented To:

Forest Creek Golf Club

Pace 10EX Screens	\$1,825.00	82	\$149,650.00
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TOTAL PURCHASE PRICE

UNIT PRICE

\$1,825.00

Pace Technologies Lease - Estimated payments - subject to change

48 straight mos	\$45.40	per car per month
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Omnia Contract #210201

Jim Newton

5/8/2024

Senior Manager, Strategic Partnerships

Date

Quote accepted by

Date

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, pricing, freight and owned car trade values will be determined 90 days prior to delivery.

Prices DO NOT Include State and Local Taxes - All Orders Are Subject to Acceptance and Credit Approval - Incoterms: FCA Augusta. Proposal valid for 30 days.



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Lease Agreement with PNC Bank, National Association and other related documents for a hauler vehicle and a beverage vehicle for the Forest Creek Golf Club.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2024

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$36,821.28

Indexes:

Attachments: Resolution, Exhibit A, Quote

Department: Sports Management & Tourism

Text of Legislative File 2024-176

PNC Equipment Finance will serve as the lessor for (1) new beverage cart and (1) new range picker for use at the Forest Creek Golf Club. This agreement is being awarded via Omnia Partners contract #210201.

Cost: \$767.11/month for 48 months

Source of Funds: Golf Course Revenue Fund

RESOLUTION NO. R-2024-176

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE AGREEMENT NUMBER 98989778-7 WITH PNC EQUIPMENT FINANCE, LLC AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Round Rock, Texas, is a home-rule municipality located at 221 East Main Street, Round Rock, Texas (“Lessee”); and

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (“State”) is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (“City Council”) is authorized to acquire, dispose of and encumber real and personal property, including without limitation, rights and interest in property, leases and easement necessary to the functions or operation of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Lease Agreements or lease schedules (“Leases”) in the amount not exceeding \$36,821.28 for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and

WHEREAS, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases, Now Therefore,

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

Section 1. That the Mayor (“Authorized Representative”) acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more of the Leases, in substantially the form set forth in Exhibit “A” and presently before the City Council, attached hereto and incorporated herein, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by an Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee’s obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Lessee’s obligations under the Leases shall not constitute a general obligation of the Lessee or indebtedness under the constitution of the laws of the State of Texas.

Section 4. This Resolution shall take effect immediately upon its adoption and approval.

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 11th day of June, 2024.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

The undersigned City Clerk identified below, does hereby certify that I am the duly elected or appointed and acting City Clerk of the above above-named Lessee, a political subdivision duly organized and existing under the laws of the State of Texas where Lessee is located, that I have the title stated below, and that, as of the dates hereof, the individuals named above are duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City Council of the Lessee, that the foregoing resolutions were duly adopted by said City Council of the Lessee at a meeting of said City Council and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Clerk of Lessee

Print Name: Meagan Spinks

Official Title: City Clerk

Date: June 11, 2024

May 22, 2024

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

RE: Lease Number 98989778-7

To Whom It May Concern:

Thank you for choosing PNC Bank, National Association as your financing source. Enclosed you will find the following documentation:

- **Lease Agreement:** Please sign, print name, title and date at the bottom of Page 7.
- **Certificate of Incumbency:** Please have all authorized signers (including the individual who signed the documents) sign in the middle section along with the Corporate Secretary or Assistant Secretary, who should complete the bottom section of the document. This person must complete the top and bottom sections of the document. If you have a corporate resolution available, please include that in the return of your documents. If this document does not apply to your business structure, please send a copy of your Operating Agreement, Partnership Agreement or Incorporating documents.
- **Resale Certificate:** If you believe that your organization is exempt from tax on the lease of golf carts, and you also collect tax on the rental of the carts, please submit a resale certificate that is completed in its entirety. For your convenience, the state resale certificate is enclosed. Please complete the enclosed resale certificate and return with the signed documents referenced in this letter.
- **Insurance:** Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Simply forward a copy of the signed page to your insurance carrier, so that they may issue the appropriate certificate on a timely basis.
- **Customer Information Form:** Please complete and return.
- **Notification of Tax Treatment:** Please complete and return.

We appreciate this opportunity to serve you and look forward to working with you in the future. Should you have any questions before sending the documents, please feel free to email me at SMEDocs@leaserv.com.

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at customercare@leaserv.com.

Sincerely,

Maverick Stock

Sales Specialist

Lease Agreement

Dated as of May 31, 2024
Lease Number: 98989778-7

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
City of Round Rock
221 East Main Street
Round Rock, TX 78664
FEDERAL TAX ID
746017485

Equipment Description:

Quantity	Description	Serial No.
1	2025 Cushman Refresher Oasis Elite Lithium Vehicle	
1	2025 Cushman Hauler 1200 Gas Range Vehicle	

Payment Information

Number of Payments: 48	Rent Amount: \$ 767.11 + Applicable Taxes	Payable: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> See Attached Variable Payment Structure	Lease Term (in months): 48 months	End of Lease Provision: <input checked="" type="checkbox"/> FMV- Cars <input type="checkbox"/> Rental <input type="checkbox"/> PUT - _____ <input type="checkbox"/> FMV - Turf (Annual Hours _____) <input type="checkbox"/> \$1 Out
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See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% (i) due to changes in the Equipment configuration, or (ii) an increase in the comparable Swaps Rate between the date you sign this Lease and the acceptance of the Equipment by you. As used herein, "Swaps Rate" shall mean the Interest Rate Swap for the corresponding period as set forth on Bloomberg Screen 3 (Interest Rate Swaps Bloomberg) as the "SOFR Swap Rate" on a date determined by the Lessor that is no more than five (5) days before the date the Lease is made (or if no such rate is published therein for any reason, a comparable rate as published therein or in another publication determined by the Lessor, which determination shall be conclusive absent manifest error). Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY

OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

- 5. DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 8. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 11. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 12. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
- 15. LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is"

basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.

- 16. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: **“Anti-Terrorism Laws”** means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; **“Compliance Authority”** means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **“Covered Entity”** means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; **“Embargoed Property”** means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; **“Reportable Compliance Event”** means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; **“Sanctioned Jurisdiction”** means a country subject to a sanctions program maintained by any Compliance Authority; and **“Sanctioned Person”** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor’s damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor’s rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association

(“Lessor”)

X

Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

City of Round

(“Lessee”)

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

CERTIFICATE OF ACCEPTANCE

Lease Number: 98989778-7

In compliance with the terms, conditions and provisions of Lease Agreement # 98989778-7 ("**Lease**") by and between the undersigned **City of Round Rock** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

City of Round Rock
("Lessee")

X

Authorized Signature

Craig Morgan

Print Name

Mayor

Title:

Date

221 East Main Street
Round Rock, TX 78664

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98989778-7

Lessee: **City of Round Rock**

Amount: \$36,821.28 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Round Rock**

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

May 31, 2024

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

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and City of Round Rock

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	2025 Cushman Refresher Oasis Elite Lithium Vehicle	
1	2025 Cushman Hauler 1200 Gas Range Vehicle	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. The replacement cost must be listed on the Certificate of Insurance.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com



Certificate of Coverage

Member ID: 3127	
Member: Michael Bennett Risk Manager Round Rock 221 E Main Ave Ste 100 Round Rock, Texas 78664-0000	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool PO Box 149194 Austin, Texas 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404


Certificate Holder:
 City of Round Rock; ATTN: Valerie LaCour Francois
 221 E Main Ave
 Round Rock, Texas 78664

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability Effective Date: 10/01/2023 Anniversary Date: 10/01/2024 Limits of Liability(Each Occurrence): \$1,000,000 Sudden Events involving Pollution(Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$2,500	Auto Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Deductible per Occurrence: _____
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Auto Physical Damage Effective Date: _____ Anniversary Date: _____ Limits of Liability: _____ Collision Deductible: _____ Comprehensive Deductible: _____
Errors and Omissions Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability(Wrongful Act): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	

DESCRIPTION:
 Evidence of Coverage for The Commons Office/Retail, located at 901 Round Rock Ave (RR 620) Round Rock, Texas 78681 - Value \$4,150,000. Special Form Coverage includes Theft.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Corby Bittner


Date Issued:
 06/22/2023



Customer Information

Lease # 98989778-7

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: : City of Round Rock	Federal Tax ID Number: 746017485
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Preferred Method of Payment:

Is a Purchase Order required on Invoices? YES NO PO # _____

Please enter your preferred method (Mail/Email): _____

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:
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Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
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Email:

PNC Bank, National Association ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits Outside city limits Unincorporated area X

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____
 Taxing District _____

Additional comments:

Lease Number 98989778-7

Lessee: City of Round Rock

Signature: X

Print Name: Craig Morgan

Title: Mayor

Date: _____

PLEASE COMPLETE AND SIGN FORM

Strategic Account Name:

KemperSports



Pricing effective January 1, 2024



Presented By:

Jim Newton
Senior Manager, Strategic Partnerships

Presented To:

Forest Creek Golf Club
Omnia Contract #210201

Hauler Pro Elite Refresher Oasis **\$20,327.62** **1** **\$20,327.62**

Standard Options: Forest Green, Gray Seats, Load Star, DOT 20.5 x 8 - 10, 6 Ply, Black Wheel, Matte Black Decals, Two Wheel Mechanical Brakes, Brush Guard, Headlights, ELITE World Charger with 10ft cord, DC/DC Converter, State of Charge Meter, Flat Windshield, Side Mirrors

Power source: 56.7 V Li-Ion Battery	Front/Rear Suspension: Leaf springs with hydraulic shocks	Load Capacity: 1134 (541KG)
Batteries: 4.2 Elite Twin Pack	Ground Speed: 11 mph +/- 0.5 mph (17.7 kph +/- 0.5 kph)	Cold Storage: 500 12 oz. cans
Horsepower: 14.9hp (11.1kW)	Fuel Capacity: N/A	

Accessory Options

Body Colors:	Standard - Forest Green, Patriot Blue, Bright White, Flame Red, Black		\$0.00		\$0.00
	Premium - Orange, Safety Yellow, Metallic Charcoal	Met. Charcoal	\$190.00	1	\$190.00
					\$0.00
Seat Colors:	Standard - Gray (other options: Tan)	Gray	\$0.00	1	\$0.00
Side Decals:	Standard - Matte Black	Matte Black	\$0.00	1	\$0.00
Top Colors:	Standard - Slate	Slate	\$0.00	1	\$0.00
	Premium 1- Tresco Birch, Walnut Brown Tweed		\$203.94		\$0.00
	Premium 2- Clinton Granite, Classic Regimental, Motive Denim		\$281.19		\$0.00
Refresher Vending Unit Color:	Graphite Gray	Graphite Gray	\$0.00	1	\$0.00
Refresher Counter Top Color:	White	White	\$0.00	1	\$0.00
Wheel Covers 8":	Gold or Silver		\$33.00		\$0.00
10" Silver Wheel Covers			\$66.00	1	\$66.00
K500 18 x 8.5 -8, 6 Ply Rated Tires			\$0.00		\$0.00
K500 20 x 8 - 10, 6 Ply Rated Tires			\$96.82		\$0.00
Four Wheel Mechanical Brakes			\$378.00		\$0.00
Four Wheel Hydraulic Brakes (10" wheels required)			\$698.34		\$0.00
Differential Scuff Guard			\$23.00		\$0.00
Large Fender Flares			\$58.00		\$0.00
Premium Steering Wheel w/ Scorecard Holder			\$0.00	1	\$0.00
LED Headlights			\$160.00		\$0.00
Turn Signals w/ 4-way Flashers			\$193.00		\$0.00
Tail Lights			\$101.85		\$0.00
Brake Lights (Tail Lights Required)			\$52.00		\$0.00
Hour Meter			\$0.00	1	\$0.00
USB Outlet			\$132.87	1	\$132.87
Unique Key Switch			\$35.00		\$0.00
Storage Package (Glove Box Door, Shelf, Mats)			\$104.00	1	\$104.00

Refresher Accessory Options:

Reversible Bottle Holder w/ Airpots			\$620.00	1	\$620.00
Humidor: Mounts inside dry goods			\$320.00		\$0.00
Consumable Ice Bin with Lid			\$415.87		\$0.00
Ice Sink (installation replaces trash & recycle components)			\$1,071.00		\$0.00

TOTAL **\$21,440.49**

Strategic Account Discount **12%**
\$18,867.63

Elite 6.2 Batteries			\$1,153.00		\$0.00
Freight - based on delivery location	Texas		\$380.07	1	\$380.07
TOTAL PURCHASE PRICE (Net 30/Cash Purchase)					\$19,247.70

Operating Lease - **Estimated payments - subject to change**
48 straight months **\$428.20** per car per month

Expected delivery month: **July 2024**

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, pricing, freight and owned car trade values will be determined 90 days prior to delivery.

Jim Newton **5.8.24**

Sr. Manager, Strategic Partnerships Date Quote accepted by Date

Prices DO NOT Include State and Local Taxes - All Orders Are Subject to Acceptance and Credit Approval - Incoterms: FCA Augusta. Proposal valid for 30 days.